TO: ACHD Commission, Director Wong

FROM: Gary Inselman, Development Services Manager
Impact Fee Administrator

SUBJECT: Cooperative Development Agreement - The Reserve at Deer Valley
Pierce Park Lane

MEETING DATE: March 15, 2017

Executive Summary

District staff has negotiated a Cooperative Development Agreement for the improvement of a portion of Pierce Park Lane as a 30 foot rural collector street with Reserve at Deer Valley, LLC in association with The Reserve at Deer Valley Subdivision. The proposed Cooperative Development Agreement will provide for the design and construction of the roadway as well as reimbursement of extraordinary impact fee eligible costs. Staff recommends approval of the Cooperative Development Agreement.

FINDINGS:

1. District staff has negotiated a Cooperative Development Agreement with Reserve at Deer Valley, LLC for the improvement of Pierce Park Lane as a 30 foot rural collector street from approximately 230-feet east of the corner that is approximately 1,090-feet north of Hill Road, continuing northeast to Sage Glenn Court, a distance of approximately 6,000-feet (the Project). Said road shall be designed to Rural Street Standards as required by the September 16, 2015 ACHD Commission action on the The Reserve at Deer Valley Subdivision preliminary plat.

2. The Cooperative Development Agreement is required for this Pierce Park Lane improvement project because the Project is listed in the West Foothills Overlay Assessment District and eligible for reimbursement of extraordinary impact fees.

3. Attached is a copy of the Cooperative Development Agreement (the Agreement) drafted by District staff. The Agreement provides for the following: contributions toward costs of the project, design criteria for the project, obligations and agreements of the Developer and obligations and agreements of ACHD.

4. All Project costs are reimbursable excluding: utilities and irrigation; administrative and overhead costs of Developer other than the Construction Manager’s compensation defined in Section 1.5 of the Agreement; interest on funds used for the Project; and liquidated damages.

5. The Agreement provides that after issuance of the certificate of completion, ACHD will pay Developer the Reimbursable Project costs pursuant to the terms of the Extraordinary Impact Fee Agreement.
6. The Cooperative Development Agreement has been executed by the Developer.

7. The Cooperative Development Agreement has been approved for form and content by the District Legal Department.

**FINANCIAL IMPLICATIONS:**

1. Under the terms of the proposed Cooperative Development Agreement and Extraordinary Impact Fee Agreement the costs associated with design and construction of the required improvements to Pierce Park Lane will be funded by extraordinary impact fees collected in the West Foothills Overlay Assessment District. The District is not obligated to pay for any project costs from general funds or standard impact fees.

2. Approval of this Project and the Agreement should not negatively impact other District projects.

**RECOMMENDATION:**

1. Approve the Cooperative Development Agreement and authorize the President of the Commission to execute the agreement on behalf of the District.

**Attachment:** Cooperative Development Agreement
COOPERATIVE DEVELOPMENT AGREEMENT

This COOPERATIVE DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this 15th day of March, 2017, by and between THE RESERVE AT DEER VALLEY, LLC, an Idaho limited liability company (the “Developer”), and the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the state of Idaho (“ACHD”).

RECITALS

WHEREAS ACHD is a single county-wide highway district organized and existing under the laws of the State of Idaho, with the responsibility, jurisdiction, and authority to improve public roads and assess development impact fees in accordance with the Idaho Development Impact Fee Act; and

WHEREAS the parties desire to describe and provide for the construction of the Project (as defined below); and to enter into this Agreement pursuant to Section 5.2 of the Extraordinary Impact Fee Agreement (as defined below and entered into contemporaneously with this Agreement); and

WHEREAS the parties desire to provide for the allocation and payment of the Project Costs (as defined below) between the parties.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, which the parties agree is true and correct, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1 The term “Development Area” shall mean the real property described on Exhibit A hereto, irrespective of its future ownership.

1.2 The term “Engineer’s Estimate” means an estimate of the Project Costs prepared by the Project engineer (or other engineer licensed under the laws of the state of Idaho).

1.3 The term “Extraordinary Impact Fee Agreement” means the Reserve at Deer Valley Extraordinary Impact Fee Agreement, an unexecuted copy of which is attached hereto as Exhibit B.
1.4 The term “Project” refers to the reconstruction and widening of Pierce Park Lane from approximately 230-feet east of the corner that is approximately 1,090-feet north of Hill Road, continuing northeast to Sage Glenn Court, a distance of approximately 6,000-feet as described in the ACHD staff report for The Reserve at Deer Valley dated September 16, 2015 including provisions for constructing the road in phases. Said road shall be designed to Rural Street Standards.

1.5 The term “Project Construction Manager” shall mean an employee of THE RESERVE AT DEER VALLEY, LLC, an Idaho limited liability company, who shall coordinate and supervise the Project. For the purpose of this Agreement, the Construction Manager’s compensation shall be three percent (3%) of the Reimbursable Project Costs.

1.6 The term “Project Costs” refers to all costs of completing the Project, including (i) all design, permitting, construction, testing and inspection costs, (ii) compensation for the Project Engineer and Project Construction Manager as provided herein, and (iii) all other costs related to and reasonably necessary for completion of the Project excluding the following:

a. Cost of acquiring any additional right-of-way;

b. Costs associated with any necessary development approvals;

c. All costs associated with the preparation, review and negotiation of this Agreement;

d. Costs for any new utility services installed to serve exclusively Developer’s parcels within the development area;

e. Costs for landscaping;

f. Administrative and overhead costs of Developer other than the Project Construction Manager’s compensation defined in Section 1.5;

g. Interest on funds used for the Project;

h. Liquidated damages.

1.7 The term “Project Engineer” shall mean an Idaho licensed engineer engaged by Developer to manage and coordinate the design, inspection and certification of the Project. The Project Engineer, the terms of his or her compensation including the scope of work shall be subject to approval by ACHD.

1.8 The term "Rural Street Standard" shall mean a minimum of 50' of dedicated right-of-way, 30' of pavement with 3' of graveled shoulders on each side of the pavement, and otherwise constructed in accordance with published ACHD policies. (In some areas additional right-of-way may be required for slope easements and related...
improvements required to preserve the structural integrity of the Highway (as defined in the Extraordinary Impact Fee Agreement).

1.9 The terms “Substantial Completion” and “Substantially Complete” shall have the same meaning as in the ACHD General Conditions for a construction contract, which provide as follows: “The Work is Substantially Complete when the Resident Engineer determines the Owner has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, and only minor incidental work or correction or repair remains for the physical completion of the total Contract.”

SECTION 2.
DESIGN AND BIDDING OF THE Project

2.1 Developer to Arrange for Project Design. Developer shall provide for the design of the Project by the Project Engineer who shall be a design professional acceptable to, and in accordance with the customary requirements of ACHD. The design of the Project shall be in accordance with the standards and specifications set forth in the ACHD Policy Manual.

2.2 Access to Public Right-of-Way. ACHD shall provide access to the public right-of-way to Developer and its agents as may be reasonably necessary in connection with the Project design and the Engineer’s Estimate.

2.3 Final Approval of Final Plans. ACHD shall approve, in its reasonable discretion, the Engineer’s Estimate and the Project plans. ACHD and Developer shall acknowledge in writing the final, approved Project plans and the Engineer’s Estimate prior to commencement of construction, and neither shall thereafter be modified in any material way unless such modifications are approved in writing signed by ACHD and Developer.

2.4 Delivery of Documents to ACHD. Following the parties’ written acknowledgment of the final Project plans and Engineer’s Estimate, Developer shall cause the Project engineer to submit the following to ACHD:

a. three (3) sets of the Project plans; and

b. one (1) copy of the Engineer’s Estimate; and

c. any other related information requested by ACHD.

2.5 Access to Information by ACHD. Developer shall provide ACHD with access to all designs, plans, specifications, reports, data and other materials (both digital, electronic and hard copy) produced by Developer and its agents and contractors under this Agreement.

2.6 Ownership of Design Plans. Upon execution of this Agreement and the parties’ written acknowledgment of the final Project plans and Engineer’s Estimate, Developer
shall forward to ACHD copies of all previously prepared design plans for the Project in its and/or its consultant’s possession, including but not limited to design plans, data, consultant reports prepared by third parties, soil reports, engineering reports, and right-of-way plans (collectively “design plans”). Developer shall obtain any necessary third-party consents required by ACHD for ACHD’s possession and potential use of the design plans. In the event of Developer’s default under this Agreement, all ownership interest in the design plans shall transfer to ACHD and ACHD shall become the exclusive owner of said design plans for any use whatsoever including but not limited to completion of the Project. ACHD shall not be obligated to reimburse Developer for the cost of said design plans unless the design plans have been completed to ACHD standards and specifications and ACHD proceeds to utilize the design plans to complete the project or any portion of the project. Developer hereby indemnifies and holds ACHD harmless from and against any and all loss, injury, death and damage, and attorney’s fees and cost that might be incurred by ACHD in defending any claim that may result solely from the use of the design plans by ACHD, its Commissioners, employees, contractors and/or agents.

SECTION 3.
CONSTRUCTION CONTRACT

3.1 Soliciting Bids. After ACHD has approved the Project plans and the Engineer’s Estimate, Developer shall solicit a minimum of three (3) bids for construction of the Project in compliance with the approved Project plans and the related requirements for public highway projects as required by Idaho law. As an alternative, Developer may hire, at Developer’s sole cost and expense, a construction project manager to solicit competitive bids from subcontractors following the requirements set forth above.

a. ACHD shall review and approve the bid amount prior to Developer awarding contract.

3.2 Contract Terms. The construction contract shall include, at minimum, the following provisions:

a. a requirement that the contractor provide payment and performance bonds required by the Public Contracts Bond Act, Chapter 19, Title 54, Idaho Code naming ACHD as an additional beneficiary;

b. a requirement that the successful bidder be licensed as a public works contractor (Chapter 19, Title 54, Idaho Code);

c. a requirement that the construction of the Project in accordance with the approved designs, plans and specifications be Substantially Complete within sixteen (16) weeks from the date Developer issues a notice to proceed to the contractor, or no later than October 31, 2017 (or no later than October 31st of the year in which the phase of the Project commences construction for the second or
final phase of the Project) and final completion of the total contract within four (4) weeks from the date of Substantial Completion;

d. a requirement that the contractor provide a phasing plan for the construction of the Project. The phasing plan shall provide for the existing Pierce Park Lane to remain open to the public throughout the duration of the Project with limited duration partial closures (as approved by ACHD) for pipe crossings and other related work as necessary and approved by ACHD;

e. a provision that the time for Substantial Completion and completion of the Project will only be extended by (i) acts of God, (ii) war, (iii) delays caused by ACHD, (iv) unreasonable delays caused by utilities, as reasonably determined by ACHD, or (v) any request for extensions of time approved in writing by ACHD;

f. a requirement that the contractor shall pay liquidated damages of One Thousand Dollars ($1,000) per day for each day that Substantial Completion of the construction is delayed beyond sixteen (16) weeks from the date Developer issues a notice to proceed, or no later than October 31, 2017 (or no later than October 31st of the year in which the phase of the Project commences construction for the second or final phase of the Project), or beyond the extended date as allowed by Section 3.2(e) above and for each day that final completion of the total contract for the Project is delayed beyond four (4) weeks from the date of Substantial Completion;

g. a requirement that the contractor maintain liability insurance insuring against bodily injury or death with limits of not less than Two Million Dollars ($2,000,000) per person and per occurrence, and property damage with a limit of One Million Dollars ($1,000,000) per occurrence, naming both Developer and ACHD as additional insureds;

h. a provision that the contractor shall indemnify ACHD and Developer from any and all claims by third persons arising out of the performance of the contract;

i. a provision that the contractor shall obtain the Environmental Protection Agency (EPA) Construction General Permit (CGP) and that the contractor shall file a Notice of Intent (NOI) and develop and implement an approved Storm Water Pollution Prevention Plan (SWPPP) prior to commencement of construction, and that the contractor shall not file a Notice of Termination (NOT) with the EPA until authorized in writing by ACHD. Authorization for the contractor to file the NOT will be granted by ACHD when the area subject to the CGP has achieved final stabilization as defined in the CGP;

j. A provision that the contractor shall provide quality control and process control testing following ACHD QC-QA Procedures attached hereto as Exhibit C;
k. at least a two (2) year warranty on the work and materials of the Project that is assignable to ACHD, said warranty period shall begin immediately upon issuance of Certificate of Completion; and

l. a provision that provides for the Contractor’s agreement to the assignment of the construction contract to ACHD in the event of a default by Developer under this Agreement.

3.3 Conditions Precedent to Execution of Construction Contract. Prior to execution of the construction contract, the following conditions shall be satisfied:

a. Approval of Construction Contract. Developer shall obtain the written approval of ACHD of the form and terms of the construction contract, which may be withheld for any reason, including but not limited to Developer’s failure to obtain a construction contract that contains the provisions set forth in Section 3.2 above, but which shall not otherwise be unreasonably withheld;

b. Right-of-Way Easements. The project may require right-of-way easements from adjacent land owners. The right-of-way easements required for the Project shall be conveyed to ACHD and recorded prior to execution of the construction contract, issuance of ACHD permits and construction of the Project.

c. Letter of Credit or Cash Bond. Developer shall provide ACHD with an irrevocable and unconditional letter of credit in favor of ACHD in an amount equal to one hundred and ten percent (110%) of the total of the contract price of the Project Costs for the purpose of assuring ACHD that Developer will perform its obligations hereunder. The letter of credit shall be issued by either a national bank with a branch in Ada County, Idaho or another financial institution acceptable to ACHD and include a provision that ACHD may present documents for any draws on the letter of credit at the local branch. The letter of credit shall be delivered to ACHD prior to Developer’s execution of the construction contract. In lieu of a letter of credit, the Developer may provide a cash bond (cash deposit to ACHD) in the same amount. When all Developer’s contractors for the Project have been paid and ACHD has issued its certificate of completion of the Project, such assurance shall be released to Developer. In its sole discretion, ACHD may allow the reduction of the assurance as payments of Costs of the Project are made during the course of construction.

3.4 Copy of Contract to ACHD. Developer shall provide ACHD with a copy of the executed construction contract.

SECTION 4. CONSTRUCTION AND COMPLETION OF THE PROJECT

4.1 Permits and Fees and Notice to Proceed. Prior to the commencement of construction, Developer shall require that the contractor (i) has obtained all applicable
permits to work in the right-of-way, and (ii) has paid all applicable fees for such permits. ACHD permits shall be issued at no charge. Developer acknowledges that this Agreement will not function as an ACHD permit to work in the public right-of-way.

4.2 Manner of Construction. Upon ACHD’s written approval of the construction contract, Developer shall provide for construction of the Project in compliance with the construction contract and with the customary requirements of ACHD, and shall diligently and continuously prosecute such construction to completion.

4.3 Change Orders to Contract. Developer shall obtain the written approval of ACHD before approving any change order in the construction contract if (i) the cost of the change order will exceed one percent (1%) of the original contract price; and/or (ii) the cumulative total of all previously approved change orders exceeds ten percent (10%) of the original contract price.

4.4 Inspections. Inspecting and testing of that portion of the Project within ACHD right-of-way shall be provided by ACHD at no charge to Developer and accomplished as required by and in accordance with ACHD standards.

4.5 Issuance of Certificate of Completion.
   a. Upon completion of the construction of the Project, Developer shall furnish to ACHD the Project Engineer’s written certification that the Project is complete in accordance with the approved plans.
   b. Within fifteen (15) days after delivery of the Project Engineer’s written certificate, ACHD shall either (i) accept the same or (ii) provide a written itemization of those matters it reasonably finds to be non-conforming, in which case Developer shall promptly cause the remediation of all non-conforming matters.
   c. ACHD shall acknowledge its acceptance of the Project in writing as complete and issue a certificate stating that the project is complete (a “Certificate of Completion”) within fifteen (15) days after the later of (i) delivery of the Project Engineer’s certification to ACHD, or (ii) remediation of any non-conforming matters.
   d. Within thirty (30) days after the issuance of the Certificate of Completion, Developer shall deliver to ACHD drawings for the Project, as-built, in electronic files in AutoCAD format.

4.6 Warranty. Upon issuance of the Certificate of Completion, Developer shall complete all paperwork necessary to assign to ACHD the contractor’s (2) two year warranty of the work and materials on the Project.
4.7 Representations and Warranties. Developer represents and warrants that upon completion of the Project, the Project shall be free and clear of all liens and encumbrances that were not created by or with the written consent of ACHD. Developer shall provide ACHD lien waivers from all contractors prior to ACHD payment of Reimbursable Project Costs.

SECTION 5.
PAYMENT OF PROJECT COSTS;
FINAL ACCOUNTING AND SETTLEMENT

5.1 Payment of Project Costs. All Project Costs shall be paid and funded by Developer.

5.2 Accounting of Project Costs.

a. Final Accounting. Within a reasonable period after issuance of the Certificate of Completion, Developer shall submit to ACHD a final accounting of the Reimbursable Project Costs.

b. Agreement of Final Amount. Within fifteen (15) business days (3 weeks) after Developer’s submittal of the Project Costs, Developer and ACHD shall reach an agreement and acknowledge in writing the final amount of the Project Costs.

c. Reimbursement of Project Costs. ACHD shall reimburse Developer the Project Costs pursuant to the Reserve at Deer Valley Extraordinary Impact Fee Agreement.

d. No Obligation for Reimbursement. ACHD shall have no obligation under the terms and provisions of this Agreement to make any payments towards Project Costs if the Project is not completed by Developer and ACHD has not issued the Certificate of Completion.

e. No Interest. No interest shall accrue on Reimbursable Project Costs.

SECTION 6.
REMEDIES

6.1 Default by Developer. In addition to such other remedies at law or in equity for default that ACHD may have, in the event Developer fails or neglects to perform its obligations under the terms and provisions of this Agreement in the time and manner required herein, ACHD may withhold any reimbursement due to Developer hereunder until such defaults are corrected to the satisfaction of ACHD.

6.2 Default by ACHD. In the event ACHD fails or neglects to perform its obligations under the terms and provisions of this Agreement in the time and manner required herein, Developer shall be entitled to all remedies available at law or in equity.
6.3 Mediation and Arbitration. ACHD and Developer shall attempt in good faith to settle by negotiation any controversy or claim arising out of or relating to this Agreement, or the breach thereof (the “Dispute”). If no settlement can be reached, the Dispute shall upon the request of either party be submitted for mediation administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Rules. If mediation is not requested or is terminated, such Dispute shall upon the request of either party be settled by arbitration administered by the AAA under its arbitration rules most relevant to the nature of the Dispute, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

a. Any mediation and arbitration shall be administered in Boise, Idaho, or at the place of the AAA regional office nearest thereto. All costs of mediation and arbitration shall be allocated between ACHD and Developer in a manner consistent with the provisions of Section 6.4 below. The arbitrator shall issue an opinion in support of the award if requested by either party.

b. The provisions hereof shall be governed by the Federal Arbitration Act and, where applicable, the Idaho Uniform Arbitration Act. Either party may seek judicial relief if arbitration is not requested, or otherwise in a manner compatible with such arbitration.

6.4 Attorney Fees. Should either party find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, or to recover damages for the breach of this Agreement, or to resolve any disagreement in interpretation of this Agreement, or to obtain assistance in any arbitration, the unsuccessful party in any final judgment or award entered therein shall reimburse the prevailing party for all reasonable costs, charges and expenses, including attorneys’ fees expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment or award.

SECTION 7.
OTHER PROVISIONS

7.1 Notices. Any notice required to be given hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) four (4) days after having been sent by prepaid registered or certified mail, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be to the respective parties to this Agreement at the following addresses:

Ada County Highway District
Attn: Gary Inselman, Development Services Manager
3775 N. Adams Street
7.2 **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho.

7.3 **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.

7.4 **Entire Agreement.** This Agreement and the exhibits hereto, together with the Extraordinary Impact Fee Agreement and the exhibits thereto, constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

7.5 **Acknowledgments and Modifications.** No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by ACHD and each of the parties comprising Developer.

7.6 **Headings.** The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.7 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.

7.8 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DEVELOPER:

THE RESERVE AT DEER VALLEY, LLC

By: ____________________________

Its: MANAGING MEMBER

ACHD:

ADA COUNTY HIGHWAY DISTRICT

By: ____________________________

Name: ___________________________

Its: Commission President

Exhibits
Exhibit A  Development Area
Exhibit B  Reserve at Deer Valley Extraordinary Impact Fee Agreement
Exhibit C  ACHD QC-QA Procedure
EXHIBIT A
To The Reserve at Deer Valley Cooperative Development Agreement

The Reserve at Deer Valley – Legal Description

(Attached)
ADJUSTED PARCEL A
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R. 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 83°10'42" E 30.22 FEET TO A POINT;

THENCE S 00°02'15" W 465.72 FEET TO A POINT;

THENCE S 51°14'19" E 230.52 FEET TO A POINT;

THENCE S 52°38'33" E 384.16 FEET TO A POINT;

THENCE S 31°18'59" E 75.00 FEET TO A POINT;

THENCE N 40°39'56" E 179.04 FEET TO A POINT;

THENCE N 89°48'23" E 512.75 FEET TO A POINT;

THENCE S 59°11'31" E 104.92 FEET TO A POINT;

THENCE S 53°27'46" W 630.98 FEET TO A POINT;

THENCE N 53°45'58" W 157.28 FEET TO A POINT;

THENCE N 31°15'13" W 283.77 FEET TO A POINT;

THENCE N 52°38'33" W 378.85 FEET TO A POINT;

THENCE N 51°14'19" W 246.04 FEET TO A POINT;

THENCE N 00°05'05" E 475.98 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID ADJUSTED PARCEL CONTAINS 5.01 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL B  
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4 NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 30.22 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING N 83°10'42" E 163.80 FEET TO A POINT;

THENCE S 87°32'38" E 61.34 FEET TO A POINT;

THENCE S 00°03'56" W 369.40 FEET TO A POINT;

THENCE S 44°52'16" E 591.00 FEET TO A POINT;

THENCE S 40°39'56" W 179.04 FEET TO A POINT;

THENCE N 31°18'59" W 75.00 FEET TO A POINT;

THENCE N 52°38'33" W 384.16 FEET TO A POINT;

THENCE N 51°14'19" W 230.52 FEET TO A POINT;

THENCE N 00°02'15" E 465.72 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.03 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL C
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R. 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT; THENCE S 87°32'38" E 61.34 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 87°32'38" E 78.57 FEET TO A POINT;
THENCE S 87°45'18" E 288.23 FEET TO A POINT;
THENCE S 07°07'32" E 167.76 FEET TO A POINT;
THENCE S 27°05'30" E 37.71 FEET TO A POINT;
THENCE S 76°17'57" W 206.08 FEET TO A POINT;
THENCE N 89°56'04" W 164.57 FEET TO A POINT;
THENCE S 00°03'56" W 89.59 FEET TO A POINT;
THENCE S 44°52'16" E 245.24 FEET TO A POINT;
THENCE S 89°56'04" E 281.32 FEET TO A POINT;
THENCE S 59°11'31" E 506.82 FEET TO A POINT;
THENCE S 89°48'23" W 512.75 FEET TO A POINT;
THENCE N 44°52'16" W 591.00 FEET TO A POINT;
THENCE N 00°03'56" E 369.40 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.00 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL D
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT; THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 288.23 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 87°45'18" E 30.59 FEET TO A POINT;
THENCE S 07°07'32" E 157.50 FEET TO A POINT;
THENCE S 27°05'30" E 308.51 FEET TO A POINT;
THENCE S 71°46'08" E 562.35 FEET TO A POINT;
THENCE S 18°13'52" W 228.97 FEET TO A POINT;
THENCE N 59°11'31" W 611.74 FEET TO A POINT;
THENCE N 89°56'04" W 281.32 FEET TO A POINT;
THENCE N 44°52'16" W 245.24 FEET TO A POINT;
THENCE N 00°03'56" E 89.59 FEET TO A POINT;
THENCE S 89°56'04" E 164.57 FEET TO A POINT;
THENCE N 76°17'57" E 206.08 FEET TO A POINT;
THENCE N 27°05'30" W 37.71 FEET TO A POINT;
THENCE N 07°07'32" W 167.76 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.02 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444

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ADJUSTED PARCEL E
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4
NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY,
IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF
SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE
S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18,
1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT;
THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO THE
REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 86°08'17" E 201.81 FEET TO A POINT;
THENCE S 27°51'56" E 521.44 FEET TO A POINT;
THENCE S 86°43'07" E 792.67 FEET TO A POINT;
THENCE S 49°14'38" W 219.17 FEET TO A POINT;
THENCE N 80°32'03" W 370.93 FEET TO A POINT;
THENCE S 18°13'52" W 33.76 FEET TO A POINT;
THENCE N 71°46'08" W 562.35 FEET TO A POINT;
THENCE N 27°05'30" W 308.51 FEET TO A POINT;

THENCE N 07°07'32" W 157.50 FEET TO THE REAL POINT OF BEGINNING OF
THIS DESCRIPTION. SAID PARCEL CONTAINS 5.00 ACRES, MORE OR LESS.

WAYNE K. BARBER
PLS 8444
ADJUSTED PARCEL F  
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT; THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT; THENCE N 86°08'17" E 201.81 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 86°08'17" E 42.93 FEET TO A POINT;

THENCE N 62°15'53" E 268.78 FEET TO A POINT;

THENCE S 27°51'56" E 559.23 FEET TO A POINT;

THENCE S 60°57'12" W 70.02 FEET TO A POINT;

THENCE S 86°37'43" E 634.88 FEET TO A POINT;

THENCE S 49°14'38" W 105.09 FEET TO A POINT;

THENCE N 86°43'07" W 792.67 FEET TO A POINT;

THENCE N 27°51'56" W 521.44 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.02 ACRES, MORE OR LESS.

WAYNE K. BARBER       PLS 8444
ADJUSTED PARCEL G
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4
NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY,
IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF
SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE
S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18,
1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT;
THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT;
THENCE N 86°08'17" E 244.74 FEET TO A POINT; THENCE N 62°15'53" E 268.78
FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 62°15'53" E 401.00 FEET TO A POINT;
THENCE S 26°34'50" E 550.45 FEET TO A POINT;
THENCE S 60°57'12" W 388.73 FEET TO A POINT;
THENCE N 27°51'56" W 559.23 FEET TO THE REAL POINT OF BEGINNING OF
THIS DESCRIPTION. SAID PARCEL CONTAINS 5.03 ACRES, MORE OR LESS.

WAYNE K. BARBER
PLS 8444
ADJUSTED PARCEL H
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R. 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT; THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT; THENCE N 86°08'17" E 244.74 FEET TO A POINT; THENCE N 62°15'53" E 669.78 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 62°15'53" E 76.14 FEET TO A POINT;

THENCE N 71°07'35" E 207.54 FEET TO A POINT;

THENCE N 56°59'14" E 147.94 FEET TO A POINT;

THENCE S 29°17'02" E 103.99 FEET TO A POINT;

THENCE S 60°42'58" W 32.13 FEET TO A POINT;

THENCE S 28°31'01" E 417.67 FEET TO A POINT;

THENCE S 60°57'12" W 416.11 FEET TO A POINT;

THENCE N 26°34'50" W 550.45 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.02 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL I
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, AND IN THE SW
1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN,
BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF
SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE
S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18,
1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT;
THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT;
THENCE N 86°08'17" E 244.74 FEET TO A POINT; THENCE N 62°15'53" E 745.92
FEET TO A POINT; THENCE N 71°07'35" E 207.54 FEET TO A POINT; THENCE
N 56°59'14" E 147.94 FEET TO THE REAL POINT OF BEGINNING OF THIS
DESCRIPTION;

THENCE N 56°59'14" E 125.27 FEET TO A POINT;

THENCE S 29°17'02" E 185.13 FEET TO A POINT;

THENCE N 60°42'58" E 153.96 FEET TO A POINT;

THENCE S 29°17'02" E 260.36 FEET TO A POINT ON A CURVE;

THENCE ALONG A CURVE TO THE LEFT 235.45 FEET, SAID CURVE HAVING A
RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 17°59'15", TANGENTS OF
118.70 FEET, AND A CHORD WHICH BEARS N 57°30'16" E 234.49 FEET TO A
POINT OF REVERSE CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT 36.29 FEET, SAID CURVE HAVING A
RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 04°09'30", TANGENTS OF
18.15 FEET, AND A CHORD WHICH BEARS N 50°35'24" E 36.28 FEET TO A
POINT OF REVERSE CURVATURE;

THENCE ALONG A CURVE TO THE LEFT 57.00 FEET, SAID CURVE HAVING A
RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 04°39'56", TANGENTS OF
28.52 FEET, AND A CHORD WHICH BEARS N 50°20'11" E 56.98 FEET TO A
POINT OF COMPOUND CURVATURE;

THENCE ALONG A CURVE TO THE LEFT 170.33 FEET, SAID CURVE HAVING A
RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 24°23'53", TANGENTS OF
86.48 FEET, AND A CHORD WHICH BEARS N 35°48'16" E 169.05 FEET TO A
POINT.
ADJUSTED PARCEL I CONT.

THENCE N 52°01'49" E 32.55 FEET TO A POINT;
THENCE S 04°24'31" E 186.14 FEET TO A POINT;
THENCE N 85°54'54" E 332.64 FEET TO A POINT;
THENCE S 75°46'48" W 341.84 FEET TO A POINT;
THENCE S 49°07'18" W 188.00 FEET TO A POINT;
THENCE S 23°07'46" W 146.68 FEET TO A POINT;
THENCE N 43°12'39" W 157.87 FEET TO A POINT;
THENCE S 61°34'30" W 367.20 FEET TO A POINT;
THENCE S 60°57'12" W 15.11 FEET TO A POINT;
THENCE N 28°31'01" W 417.67 FEET TO A POINT;
THENCE N 60°42'58" E 32.13 FEET TO A POINT;

THENCE N 29°17'02" W 103.99 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.04 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, AND IN THE SW 1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT; THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT; THENCE N 86°08'17" E 244.75 FEET TO A POINT; THENCE N 62°15'53" E 745.92 FEET TO A POINT; THENCE N 71°07'35" E 207.54 FEET TO A POINT; THENCE N 56°59'14" E 273.21 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 56°59'14" E 30.06 FEET TO A POINT;

THENCE S 29°17'02" E 157.09 FEET TO A POINT;

THENCE N 60°42'58" E 379.86 FEET TO A POINT;

THENCE S 29°17'02" E 46.22 FEET TO A POINT;

THENCE N 55°46'41" E 100.31 FEET TO A POINT;

THENCE S 34°13'19" E 178.60 FEET TO A POINT ON A CURVE;

THENCE ALONG A CURVE TO THE LEFT 110.70 FEET, SAID CURVE HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 17°08'32", TANGENTS OF 55.77 FEET, AND A CHORD WHICH BEARS N 31°01'17" E 110.29 FEET TO A POINT;

THENCE N 52°01'49" E 470.82 FEET TO A POINT;

THENCE N 74°28'10" E 191.06 FEET TO A POINT;

THENCE N 36°45'56" E 122.56 FEET TO A POINT;

THENCE N 55°47'40" E 35.03 FEET TO A POINT;

THENCE S 34°12'20" E 219.42 FEET TO A POINT;
ADJUSTED PARCEL J CONT.

THENCE S 07°07'52" W 170.59 FEET TO A POINT;

THENCE S 82°55'38" E 794.54 FEET TO A POINT;

THENCE S 55°51'44" W 343.37 FEET TO A POINT;

THENCE N 24°30'26" W 192.78 FEET TO A POINT;

THENCE N 82°55'38" W 465.27 FEET TO A POINT;

THENCE N 07°07'52" E 221.29 FEET TO A POINT;

THENCE N 34°12'20" W 178.09 FEET TO A POINT;

THENCE S 36°45'56" W 127.77 FEET TO A POINT;

THENCE S 74°28'10" W 195.34 FEET TO A POINT;

THENCE S 52°01'49" W 457.17 FEET TO A POINT ON A CURVE;

THENCE ALONG A CURVE TO THE RIGHT 170.33 FEET, SAID CURVE HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 24°23'53", TANGENTS OF 86.48 FEET, AND A CHORD WHICH BEARS S 35°48'16" W 169.05 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT 57.00 FEET, SAID CURVE HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 04°39'56", TANGENTS OF 28.52 FEET, AND A CHORD WHICH BEARS S 50°20'11" W 56.98 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG A CURVE TO THE LEFT 36.29 FEET, SAID CURVE HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 04°09'30", TANGENTS OF 18.15 FEET, AND A CHORD WHICH BEARS S 50°35'24" W 36.28 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT 235.45 FEET, SAID CURVE HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 17°59'15", TANGENTS OF 118.70 FEET, AND A CHORD WHICH BEARS S 57°30'16" W 234.49 FEET TO A POINT;

THENCE N 29°17'02" W 260.36 FEET TO A POINT;

THENCE S 60°42'58" W 153.96 FEET TO A POINT;
ADJUSTED PARCEL J CONT.

THENCE N 29°17'02" W 185.13 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.01 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, AND IN THE SW 1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT; THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT; THENCE N 86°08'17" E 244.74 FEET TO A POINT; THENCE N 62°15'53" E 745.92 FEET TO A POINT; THENCE N 71°07'35" E 207.54 FEET TO A POINT; THENCE N 56°59'14" E 303.27 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 56°59'14" E 249.93 FEET TO A POINT;

THENCE N 44°48'24" E 166.85 FEET TO A POINT;

THENCE S 29°17'02" E 232.60 FEET TO A POINT;

THENCE N 55°46'41" E 935.71 FEET TO A POINT;

THENCE S 34°13'21" E 92.94 FEET TO A POINT;

THENCE N 55°47'40" E 93.77 FEET TO A POINT;

THENCE S 34°12'20" E 302.05 FEET TO A POINT;

THENCE S 82°55'38" E 748.44 FEET TO A POINT;

THENCE S 20°09'56" W 167.52 FEET TO A POINT;

THENCE N 82°55'38" W 740.66 FEET TO A POINT;

THENCE N 07°07'52" E 151.88 FEET TO A POINT;

THENCE N 34°12'20" W 260.74 FEET TO A POINT;

THENCE S 55°47'40" W 93.76 FEET TO A POINT;

THENCE N 34°13'21" W 92.93 FEET TO A POINT;

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ADJUSTED PARCEL K CONT.

THENCE S 55°46'41" W 938.41 FEET TO A POINT;
THENCE N 29°17'02" W 46.22 FEET TO A POINT;
THENCE S 60°42'58" W 379.86 FEET TO A POINT;
THENCE N 29°17'02" W 157.09 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.50 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL L
NOVEMBER 28, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, AND IN THE
WEST 1/2 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE
MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY
DEscribed AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF
SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE
S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18,
1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT;
THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT;
THENCE N 86°08'17" E 244.74 FEET TO A POINT; THENCE N 62°15'53" E 745.92
FEET TO A POINT; THENCE N 71°07'35" E 207.54 FEET TO A POINT; THENCE
N 56°59'14" E 553.20 FEET TO A POINT; THENCE N 44°48'24" E 166.85 FEET TO
THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 44°48'24" E 177.68 FEET TO A POINT;

THENCE N 60°20'38" E 510.16 FEET TO A POINT;

THENCE N 50°42'34" E 174.41 FEET TO A POINT;

THENCE N 13°38'59" E 79.53 FEET TO A POINT;

THENCE S 34°13'21" E 293.70 FEET TO A POINT;

THENCE S 55°46'41" W 935.71 FEET TO A POINT;

THENCE N 29°17'02" W 232.60 FEET TO THE REAL POINT OF BEGINNING OF
THIS DESCRIPTION. SAID PARCEL CONTAINS 5.20 ACRES, MORE OR LESS.

WAYNE K. BARBER PLS 8444
ADJUSTED PARCEL M
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF SECTION 17, TOWNSHIP 4
NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY,
IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 17 AND 18, T. 4
N., R 2 E., B.M., BOISE CITY, ADA COUNTY, IDAHO, FROM WHICH THE
NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18 BEARS
N 89°31'42" W 2669.40 FEET; THENCE S 88°31'20" E ALONG THE EAST-WEST
CENTERLINE OF SAID SECTION 17, 337.25 FEET TO A POINT; THENCE
N 50°42'34" E 36.73 FEET TO A POINT; THENCE N 13°38'59" E 79.53 FEET TO
THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 13°38'59" E 40.45 FEET TO A POINT;
THENCE S 34°13'21" E 383.78 FEET TO A POINT;
THENCE N 55°47'40" E 93.77 FEET TO A POINT;
THENCE S 34°12'20" E 318.47 FEET TO A POINT;
THENCE S 82°55'38" E 61.70 FEET TO A POINT;
THENCE N 78°19'04" E 222.89 FEET TO A POINT;
THENCE N 65°02'34" E 130.46 FEET TO A POINT;
THENCE N 42°12'00" E 144.76 FEET TO A POINT;
THENCE N 23°49'31" E 220.99 FEET TO A POINT;
THENCE N 90°00'00" E 257.23 FEET TO A POINT;
THENCE S 00°00'00" W 56.05 FEET TO A POINT;
THENCE S 10°11'30" W 299.48 FEET TO A POINT;
THENCE S 20°09'56" W 182.63 FEET TO A POINT;
THENCE N 82°55'38" W 748.44 FEET TO A POINT;
THENCE N 34°12'20" W 302.05 FEET TO A POINT;
THENCE S 55°47'40" W 93.77 FEET TO A POINT;

THENCE N 34°13'21" W 386.64 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.17 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL N
AUGUST 17, 2005

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 17 AND 18, T. 4 N., R. 2 E., B.M., BOISE CITY, ADA COUNTY, IDAHO, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18 BEARS N 89°31'42" W 2669.40 FEET; THENCE S 88°31'20" E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 17, 337.25 FEET TO A POINT; THENCE N 50°42'34" E 36.73 FEET TO A POINT; THENCE N 13°38'59" E 119.98 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 13°38'59" E 188.46 FEET TO A POINT;
THENCE N 25°52'08" E 103.97 FEET TO A POINT;
THENCE S 50°55'29" E 250.55 FEET TO A POINT;
THENCE N 37°44'31" E 438.60 FEET TO A POINT;
THENCE S 47°41'36" E 208.04 FEET TO A POINT;
THENCE S 34°25'09" W 396.82 FEET TO A POINT;
THENCE S 55°46'39" W 254.67 FEET TO A POINT;
THENCE S 34°13'21" E 161.06 FEET TO A POINT;
THENCE S 55°47'40" W 49.44 FEET TO A POINT;
THENCE N 34°12'20" W 50.00 FEET TO A POINT;
THENCE S 55°47'40" W 93.77 FEET TO A POINT;
THENCE N 34°13'21" W 383.78 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.26 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL O
AUGUST 17, 2005

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 17 AND 18, T. 4 N., R 2 E., B.M., BOISE CITY, ADA COUNTY, IDAHO, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18 BEARS N 89°31'42" W 2669.40 FEET; THENCE S 88°31'20" E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 17, 337.25 FEET TO A POINT; THENCE N 50°42'34" E 36.73 FEET TO A POINT; THENCE N 13°38'59" E 119.98 FEET TO A POINT; THENCE S 34°13'21" E 363.78 FEET TO A POINT; THENCE N 55°47'40" E 93.77 FEET TO A POINT; THENCE S 34°12'20" E 50.00 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 55°47'40" E 49.44 FEET TO A POINT;

THENCE N 34°13'21" W 161.06 FEET TO A POINT;

THENCE N 55°46'39" E 206.82 FEET TO A POINT;

THENCE S 30°16'37" E 377.01 FEET TO A POINT;

THENCE S 36°00'50" W 189.44 FEET TO A POINT;

THENCE N 78°19'04" E 225.65 FEET TO A POINT;

THENCE N 65°02'34" E 120.90 FEET TO A POINT;

THENCE N 42°12'00" E 133.85 FEET TO A POINT;

THENCE N 23°49'31" E 216.13 FEET TO A POINT;

THENCE S 88°00'22" W 71.70 FEET TO A POINT;

THENCE N 00°34'01" W 273.16 FEET TO A POINT;

THENCE N 89°59'32" E 308.99 FEET TO A POINT;

THENCE N 00°00'00" E 24.09 FEET TO A POINT;

THENCE N 64°31'36" W 590.19 FEET TO A POINT;
THENCE N 88°33'30" W 62.44 FEET TO A POINT;
THENCE N 52°15'29" W 79.67 FEET TO A POINT;
THENCE N 37°44'31" E 91.75 FEET TO A POINT;
THENCE N 51°16'29" W 165.38 FEET TO A POINT;
THENCE N 36°27'43" E 30.02 FEET TO A POINT;
THENCE S 51°16'29" E 196.06 FEET TO A POINT;
THENCE S 37°44'31" W 91.24 FEET TO A POINT;
THENCE S 52°15'29" E 39.84 FEET TO A POINT;
THENCE S 88°33'30" E 58.99 FEET TO A POINT;
THENCE S 64°31'36" E 637.67 FEET TO A POINT;
THENCE S 00°00'00" W 316.29 FEET TO A POINT;
THENCE S 90°00'00" W 257.23 FEET TO A POINT;
THENCE S 23°49'31" W 220.99 FEET TO A POINT;
THENCE S 42°12'00" W 144.76 FEET TO A POINT;
THENCE S 65°02'34" W 130.46 FEET TO A POINT;
THENCE S 78°19'04" W 222.89 FEET TO A POINT;
THENCE N 82°55'38" W 61.70 FEET TO A POINT;

THENCE N 34°12'20" W 268.47 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.65 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL P  
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 17 AND 18, T. 4 N., R 2 E., B.M., BOISE CITY, ADA COUNTY, IDAHO, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18 BEARS N 89°31'42" W 2669.40 FEET; THENCE S 88°31'20" E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 17, 337.25 FEET TO A POINT; THENCE N 50°42'34" E 36.73 FEET TO A POINT; THENCE N 13°38'59" E 119.98 FEET TO A POINT; THENCE S 34°13'21" E 383.78 FEET TO A POINT; THENCE N 55°47'40" E 93.77 FEET TO A POINT; THENCE S 34°12'20" E 50.00 FEET TO A POINT; THENCE N 55°47'40" E 49.44 FEET TO A POINT; THENCE N 34°13'21" W 161.06 FEET TO A POINT; THENCE N 55°46'39" E 206.82 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 55°46'39" E 47.84 FEET TO A POINT;

THENCE N 34°25'09" E 396.82 FEET TO A POINT;

THENCE N 47°41'36" W 208.04 FEET TO A POINT;

THENCE N 37°44'31" E 110.00 FEET TO A POINT;

THENCE N 51°16'21" W 134.78 FEET TO A POINT;

THENCE N 36°27'43" E 30.03 FEET TO A POINT;

THENCE S 51°16'29" E 165.38 FEET TO A POINT;

THENCE S 37°44'31" W 91.75 FEET TO A POINT;

THENCE S 52°15'29" E 79.67 FEET TO A POINT;

THENCE S 88°33'30" E 62.44 FEET TO A POINT;

THENCE S 64°31'36" E 590.19 FEET TO A POINT;

THENCE S 00°00'00" W 24.09 FEET TO A POINT;

THENCE S 89°59'32" W 308.99 FEET TO A POINT;
THENCE S 87°46'35" W 157.43 FEET TO A POINT;
THENCE S 00°53'03" E 272.50 FEET TO A POINT;
THENCE S 36°00'50" W 287.33 FEET TO A POINT;
THENCE N 30°16'37" W 377.01 FEET TO THE REAL POINT OF BEGINNING OF
THIS DESCRIPTION. SAID PARCEL CONTAINS 5.32 ACRES, MORE OR LESS.

WAYNE K. BARBER         PLS 8444
ADJUSTED PARCEL Q
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, AND IN THE WEST 1/2 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R.2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT; THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT; THENCE N 86°08'17" E 244.74 FEET TO A POINT; THENCE N 62°15'53" E 745.92 FEET TO A POINT; THENCE N 71°07'35" E 207.54 FEET TO A POINT; THENCE N 56°59'14" E 303.27 FEET TO A POINT; THENCE S 29°17'02" E 157.09 FEET TO A POINT; THENCE N 60°42'58" E 379.86 FEET TO A POINT; THENCE S 29°17'02" E 46.22 FEET TO A POINT; THENCE N 55°46'41" E 100.31 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 55°46'41" E 838.10 FEET TO A POINT;

THENCE S 34°13'21" E 92.93 FEET TO A POINT;

THENCE N 55°47'40" E 93.76 FEET TO A POINT;

THENCE S 34°12'20" E 260.74 FEET TO A POINT;

THENCE S 07°07'52" W 151.88 FEET TO A POINT;

THENCE S 82°55'38" E 740.66 FEET TO A POINT;

THENCE N 20°09'56" E 350.15 FEET TO A POINT;

THENCE N 10°11'30" E 299.48 FEET TO A POINT;

THENCE N 00°00'00" E 372.33 FEET TO A POINT;

THENCE N 64°31'36" W 637.67 FEET TO A POINT;

THENCE N 88°33'30" W 58.99 FEET TO A POINT;

THENCE N 52°15'29" W 39.84 FEET TO A POINT;

40705-adjparQ.doc
FORMALLY THE OSBORNE/HITE PROPERTY

A tract of land situate in the Southwest quarter of Section 17, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 17; thence
North 0°00'00" East 2617.37 feet to the quarter corner common to said Section 17 and Section 18; thence
North 89°45'57" East 1196.17 feet to a point, said point being the REAL POINT OF BEGINNING; thence
North 88°41'58" East 227.64 feet (formerly North 87°26'45" East 237.64 feet) to a point; thence
South 24°35'07" West 216.17 feet (formerly South 23°18'23" West 273.19 feet) to a point; thence
South 42°53'46" West 133.89 feet (formerly South 41°39'09" West 92.73 feet) to a point; thence
South 65°44'07" West 120.90 feet (formerly South 68°27'49" West 130.96 feet) to a point; thence
South 78°59'10" West 225.67 feet (formerly South 77°49'01" West 242.73 feet) to a point; thence
North 36°43'36" East 476.98 feet (formerly North 35°27'25" East 501.98 feet) for the REAL POINT OF BEGINNING.
EXHIBIT B
To The Reserve at Deer Valley Cooperative Development Agreement

The Reserve at Deer Valley Extraordinary Impact Fee Agreement

(Attached)
THE RESERVE AT DEER VALLEY
EXTRAORDINARY IMPACT FEE AGREEMENT

THIS RESERVE AT DEER VALLEY EXTRAORDINARY IMPACT FEE AGREEMENT is made and entered into this 15th day of March, 2017 by and between THE RESERVE AT DEER VALLEY, LLC, an Idaho limited liability company, hereinafter “Developer”, and ADA COUNTY HIGHWAY DISTRICT hereinafter “ACHD”, a body corporate and politic.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) The term "Agreement" shall refer to this Reserve at Deer Valley Extraordinary Impact Fee Agreement.

(b) The term "Highway" shall be as defined in Idaho Code section 40-109(5).

(c) The term "Reserve at Deer Valley" shall refer to the entire development Developer proposes to develop into a planned unit development and subdivision on the real property described on Exhibit "A" attached hereto, which real property is located within the West Foothills.

(d) The term "Impact Fee Ordinance" means the ACHD Impact Fee Ordinance, Ordinance No. 231, adopted August 24, 2016, and the term "Impact Fees" shall mean the impact fees set forth therein, as now existing or as the same may be modified and amended during the term of this Agreement.

(e) The term "Rural Street Standard" shall mean a minimum of 50' of dedicated right-of-way, 30' of pavement with 3' of graveled shoulders on each side of the pavement, and otherwise constructed in accordance with published ACHD policies. (In some areas additional right-of-way may be required for slope easements and related improvements required to preserve the structural integrity of the Highway.)

(f) The term "Overlay Fee" shall mean the extraordinary impact fee described in Section 2.4, to be a maximum of $3,197 per dwelling unit except as may be adjusted or amended as described in Section 3.2.

(g) The term "West Foothills" shall mean the West Foothills area encompassed in the West Foothills Overlay Assessment District, which is described in Exhibit “B” attached hereto.
(h) The term “West Foothills Overlay Assessment District Resolution” shall refer to Resolution 702 adopted on April 28, 2004, attached hereto as Exhibit “C”, which revised the extraordinary impact fee amount per dwelling unit from $2,689 to $3,197, and revised the roadway improvement projects to be funded in the West Foothills.

SECTION 2. Preliminary Acknowledgments.

2.1 The Reserve at Deer Valley will have an extraordinary impact on the existing substandard Highways (roads) in the West Foothills, which serve the proposed development, so the parties desire to enter into this Agreement and the Reserve at Deer Valley Cooperative Development Agreement (the “CDA”) to allocate certain rights and obligations and to address several issues related to The Reserve at Deer Valley.

2.4 This Agreement contains (i) the obligations of Developer to fund the construction of certain improvements in the West Foothills and (ii) the obligations of Developer to pay an Overlay Fee upon application for a building permit or permits for lots in The Reserve at Deer Valley unless any lot or lots are sold to third parties who will be responsible to pay such Overlay Fees. In addition to its purpose as a private agreement under Idaho Code Section 67-8214, this Agreement provides requirements related to improving Pierce Park Lane (as defined in Section 4.1) and paying the costs thereof, and, to the extent Developer is entitled thereto, this Agreement provides for reimbursement to Developer from Overlay Fees for the costs of such improvements that it pays. The parties acknowledge that the Overlay Fees are to be paid not only by those applying for building permits for dwellings within The Reserve at Deer Valley but by all other building permit applicants within the entire West Foothills, because of the extraordinary impact of all development on the Highways within the West Foothills. Except as set forth in Section 8 below, this Agreement is not intended to limit or restrict ACHD's legal rights and responsibilities in connection with approval of final plats for The Reserve at Deer Valley.

SECTION 3. Agreement to Pay Overlay Fee on The Reserve at Deer Valley Lots.

3.1 Developer hereby agrees that it or any other person or entity applying for a building permit for any lot in The Reserve at Deer Valley will pay the Overlay Fee for that dwelling unit (excluding commercial or other non-residential buildings permitted in The Reserve at Deer Valley planned unit development) constructed in The Reserve at Deer Valley, payable at the time a building permit is required by the appropriate local government with jurisdiction over issuing such permits. This Overlay Fee is in addition to the standard impact fee required to be paid under the ACHD Impact Fee Ordinance.

3.2 The parties agree that the Overlay Fee is set at $3,197 per new dwelling unit, effective upon the execution of this Agreement, but the same is subject to adjustment as follows:

The West Foothills Overlay Assessment District Resolution 702, adopted April 28, 2004, revised the extraordinary impact fee for the West Foothills to $3,197 per dwelling unit, but allowed that from time to time the Overlay Fee may be modified and amended to
adjust the extraordinary impact fee for the West Foothills to other than $3,197 per dwelling unit. During the term of this Agreement, should the West Foothills extraordinary impact fee be adjusted by ACHD resolution in accordance with the ACHD Impact Fee Ordinance or successor ordinance, then the Overlay Fee for any remaining residential lots subject to this Agreement shall be adjusted to the amount of the extraordinary impact fee for the West Foothills established by such modifications and amendments. Nothing in this paragraph shall be construed to waive any of Developer’s rights to challenge any future change in the Overlay Fee.

SECTION 4. Design of Pierce Park Lane and Dedication of Rights-of-Way.

4.1 In addition to payment of the extraordinary impact fees specified in Section 3.2 above, Developer agrees to design the following roadway improvement in the West Foothills:

Pierce Park Lane from approximately 230-feet east of the corner that is approximately 1,090-feet north of Hill Road, continuing northeast to Sage Glenn Court, a distance of approximately 6,000-feet (hereinafter, the “Project”). Said road shall be designed to Rural Street Standards. Said design work includes a portion of Pierce Park Lane that is not contiguous to The Reserve at Deer Valley; it is the intent of the parties for the road section work to be accomplished within the existing ACHD right-of-way; ACHD will obtain any easements or permissions from the adjoining property owners through this offsite portion of Pierce Park Lane if necessary for Developer to complete the design work. The road section for Pierce Park Lane may be reduced in width to less than 30-feet of pavement due to right-of-way and topographical constraints as contemplated in the ACHD staff report for The Reserve at Deer Valley dated September 16, 2015 (attached hereto as Exhibit “D”). All designs, plans and specifications must be approved by ACHD, and ACHD will own the designs, plans, and specifications. Approval of the designs, plans, and specifications will not be unreasonably withheld by ACHD (hereinafter collectively, the “Project Plans”).

4.2 Additional rights of way, stormwater, and permanent slope easements may be needed to complete the roadway improvements along portions of Pierce Park Lane. Developer agrees to dedicate to ACHD such rights-of-way and easements (i) that are upon Developer’s property abutting Pierce Park Lane and (ii) that are required to complete the improvements designed pursuant to Section 4.1, prior to scheduling a pre-construction conference or signature of the first final plat, whichever occurs first.

Developer is not responsible for acquiring right-of-way for Pierce Park Lane that does not abut the boundary of The Reserve at Deer Valley. It is the intent of the parties that all road section work be accomplished within the existing ACHD right-of-way. If additional right-of-way or easements are necessary from third parties, ACHD shall acquire, at its sole cost and expense, all such rights-of-way owned by third parties and required for the construction of the improvements set forth in Section 4.1 (hereinafter “Additional Right-of-Way”). The acquisition of such Additional Right-of-Way by ACHD shall be a condition
precedent to Developer’s obligations under this Agreement.

SECTION 5. Construction of Improvements with Developer Funds.

5.1 In addition to paying, where applicable, the Overlay Fees specified in Section 3.1 and 3.2, preparing the Project Plans and dedicating the right-of-way described in Section 4.2, Developer agrees to permit and construct, on a competitive bid basis, the roadway improvements set forth in Section 4.1, at its sole cost and expense (to be reimbursed by ACHD from available Overlay Fees as provided in Section 7).

5.2 Developer and ACHD shall enter into the CDA, contemporaneously with this Agreement, providing for the bidding, contracting and construction requirements of the project listed in Section 4.1. Said agreement shall be executed prior to Developer proceeding with the construction of the project.

5.3 Timing of Improvements: Developer shall design, permit and construct Pierce Park Lane as described in Section 4.1 with the first phase of the development of The Reserve at Deer Valley as said phase is platted; provided, the Project may be completed in phases as specified in the ACHD staff report for The Reserve at Deer Valley dated September 16, 2015.

5.4 In the event Developer decides not to proceed with a final plat for The Reserve at Deer Valley, Developer shall have no obligation to design, construct or otherwise complete the Project, and this Agreement and the CDA shall be of no further force or effect.

SECTION 6. Funding of Other Improvements in the West Foothills. Persons or entities applying for building permits within The Reserve at Deer Valley will also financially participate in other roadway improvements listed in the West Foothills Overlay Assessment District Resolution (attached Exhibit “C”) through the payment of extraordinary impact fees for new dwelling units prior to obtaining building permits.

SECTION 7. Reimbursement to Developer and ACHD Covenant Regarding Extraordinary Impact Fees and Exactions.

(a) Design and Construction Costs. ACHD shall reimburse Developer for all Design and Construction Costs (defined below) from Overlay Fees collected by ACHD within the West Foothills Overlay Assessment District. For the purposes of this Agreement, the term “Design and Construction Costs” shall include all of Developer’s Project Costs (as that term is defined in the CDA), including but not limited to: costs incurred by Developer for the design, permitting, and construction of the improvements set forth in Section 4.1.

(c) Timing of Reimbursement Payments. ACHD shall reimburse Developer for all Design Costs upon the final approval of the final plans as defined in Section 2.3 of the CDA. ACHD shall reimburse Developer for Construction Costs to date upon Substantial Completion as defined in Section 1.9 of the CDA. Developer shall submit to ACHD an invoice for work completed to date of request. ACHD shall reimburse Developer within
within thirty (30) days of ACHD’s receipt of said invoice. Upon completion of construction, and within a reasonable period after ACHD issues a Certificate of Completion (as defined in the CDA), Developer and ACHD shall make a final accounting pursuant to the CDA, and ACHD shall reimburse Developer for the remaining balance of the Construction Costs.

(d) When Overlay Fees are not Available. If Overlay Fees are not immediately available to reimburse Developer for design, permitting and construction activities, as they are completed pursuant to the terms of this Agreement, Developer shall nonetheless fund such design, permitting and construction activities at its sole cost and expense. Provided, however, that ACHD shall reimburse Developer such owed amounts, on a first priority basis, from Overlay Fees that are collected within the West Foothills Overlay Assessment District, as such Overlay Fees become available, by making a payment quarterly of the Overlay Fees that were collected during the quarter.

(e) Source of Reimbursement Payments. Developer agrees that ACHD shall not be required to reimburse Developer from any revenue source other than West Foothills Overlay Fees.

(f) Commitment of West Foothills Overlay Fees to Project. ACHD agrees that ACHD shall commit and dedicate all the West Foothills Overlay Fees, including those that have been collected by ACHD prior to the execution of this Agreement and that are, as of the date of this Agreement, within ACHD’s possession, and those West Foothills Overlay Fees that are collected after the execution of this Agreement, to the payment of ACHD’s obligations to Developer incurred under this Agreement until Developer is fully reimbursed for all of its reimbursable Design and Construction Costs. Until Developer has been fully reimbursed, ACHD shall not use such West Foothills Overlay Fees for any other purpose provided that Developer commences construction of the Project in ACHD’s fiscal year 2017. If Developer does not commence construction of the Project in ACHD’s fiscal year 2017, West Foothills Overlay Fees shall be used on a first come first serve basis as other projects may arise.

(g) Satisfaction of Developer’s Overlay Fee Obligations. ACHD agrees and covenants that the obligations Developer is undertaking pursuant to this Agreement shall satisfy all of Developer’s obligations to ACHD with regard to extraordinary impact fees and exactions for off-site improvements for The Reserve at Deer Valley development unless the development is materially changed such that there is an increase in the impact of the development on System Improvements as defined in the Impact Fee Ordinance. Notwithstanding the foregoing, the parties acknowledge that this Agreement does not affect the obligations of Developer to pay any applicable standard impact fees required under the ACHD Impact Fee Ordinance.

SECTION 8. Remedies. In the event Developer materially fails or neglects to perform its obligations hereunder in the time and manner required herein, ACHD shall be entitled to all remedies at law or in equity, and without limiting such remedies, ACHD shall, (a) have the right to require Developer to deliver all deeds to real property required by ACHD for rights-of-way; (b) have the right to require Developer to deliver to ACHD copies of all Project
Plans; and/or (c) ACHD will not be required to reimburse Developer under Section 7 until such defaults are corrected to the reasonable satisfaction of ACHD, nor will ACHD be required to approve final plats for phases of The Reserve at Deer Valley until such defaults are corrected to the reasonable satisfaction of ACHD; provided, however, that ACHD shall provide Developer written notice of the act, actions or inaction(s) that ACHD considers to constitute a default under this Agreement (“Notice of Default”), prior to pursuing any of its remedies available under this Agreement, and shall give Developer a reasonable time period to cure such default(s), which period shall be no shorter than ninety (90) days from the Notice of Default. In the event ACHD materially fails or neglects to perform its obligations hereunder in the time and manner required herein, Developer shall be entitled to all remedies at law or in equity and, without limiting such remedies, Developer shall be relieved from the performance of its obligations under this Agreement during the time ACHD is in default.

SECTION 9. Term. This Agreement shall be in full force and effect until all the dedications and improvements to roads listed in the West Foothills Overlay Assessment District Resolution have been completed and any applicable reimbursements have been distributed. At such time, this Agreement shall terminate without any further action by the parties. Notwithstanding the foregoing, ACHD’s covenant not to impose any further extraordinary impact fees or exactions for off-site improvements shall remain in place until all development in The Reserve at Deer Valley is complete, so long as the scope of the development remains substantially the same as described in this Agreement.

SECTION 10. Attorneys' Fees. Should either party find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, or to resolve any disagreement in interpretation of this Agreement, the prevailing party in any final judgment or award entered therein shall be entitled to reimbursement from the other party of all reasonable costs, charges and expenses, including attorneys’ fees, expended or incurred by the prevailing party in connection therewith and in connection with any appeal.

SECTION 11. Notices. Any notice required to be given hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent before the end of normal business hours of the recipient; if sent after normal business hours, then on the next business day, (c) four (4) business days after having been sent by prepaid registered or certified mail, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be to the respective parties to this Agreement at the following addresses:

Ada County Highway District
Attn: Gary Inselman, Impact Fee Administrator
3775 N. Adams Street
Garden City, Idaho 83714-6499
Telephone: (208) 387-6180
Facsimile: (208) 387-6393
SECTION 12. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Idaho.

SECTION 13. Incorporation of Exhibits. It is agreed that all exhibits to this Agreement are incorporated by reference and made a part of the terms, provisions and covenants of this Agreement.

SECTION 14. Binding Effect-Amendment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall not be amended except in writing executed by both parties.

SECTION 15. Time of Essence. All times provided for this Agreement or in any other instrument or document incorporated herein or contemplated hereby for the performance of an act will be strictly construed, it being agreed that time is of the essence of this Agreement.

SECTION 16. Recordation. It is the parties’ intent to record this Agreement for the purpose of memorializing the agreements referenced herein, and placing all heirs, successors, assigns, subsequent purchasers, etc., on notice of the provisions agreed upon by the parties herein.

SECTION 17. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants that he or she has been duly authorized to execute and to deliver this Agreement on behalf of said party, that this Agreement is binding upon said party and that all necessary actions to authorize the Agreement and the transaction contemplated herein have been taken.

SECTION 18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

[End of Text]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE RESERVE AT DEER VALLEY, LLC

By: 

Its: Managing Member

ADA COUNTY HIGHWAY DISTRICT

By: 

Its: President, Board of Commissioners

[Notary acknowledgments follow]
Notary Acknowledgements

STATE OF IDAHO )
) ss.
County of Ada )

On this 21st day of December, 2016, before me, Brenda J. Kremapaszy, a
Notary Public in and for said State, personally appeared Stephen D. Warner. Known
or identified to me to be the Manager/Member of The Reserve at Deer Valley, LLC the
person who executed the instrument on behalf of The Reserve at Deer Valley, LLC, 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.

Brenda J. Kremapaszy
Notary Public for Idaho
Residing at 6106 W. Linder Ave.
My commission expires 6/16/19

STATE OF IDAHO )
) ss.
County of Ada )

On this ______ day of December, 2016 before me, ____________________________,
a Notary Public in and for the State of Idaho, personally appeared ____________________________,
President of the Ada County Highway District Board of Commissioners, known or proved to
me to be the person who executed the foregoing instrument, and acknowledged to me that he
executed the same on behalf of the Ada County Highway District.

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 ____________________________
My commission expires ________________
EXHIBITS:

Exhibit "A"  The Reserve at Deer Valley – Legal Description
Exhibit "B"  West Foothills Overlay Assessment District – Legal Description
Exhibit "C"  West Foothills Overlay Assessment District Resolution 702
Exhibit "D"  ACHD staff report for The Reserve at Deer Valley dated September 16, 2015
EXHIBIT A
To The Reserve at Deer Valley Extraordinary Impact Fee Agreement

The Reserve at Deer Valley – Legal Description

(Attached)
ADJUSTED PARCEL A
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 83°10'42" E 30.22 FEET TO A POINT;
THENCE S 00°02'15" W 465.72 FEET TO A POINT;
THENCE S 51°14'19" E 230.52 FEET TO A POINT;
THENCE S 52°38'33" E 384.16 FEET TO A POINT;
THENCE S 31°18'59" E 75.00 FEET TO A POINT;
THENCE N 40°39'56" E 179.04 FEET TO A POINT;
THENCE N 89°48'23" E 512.75 FEET TO A POINT;
THENCE S 59°11'31" E 104.92 FEET TO A POINT;
THENCE S 53°27'46" W 630.98 FEET TO A POINT;
THENCE N 53°45'58" W 157.28 FEET TO A POINT;
THENCE N 31°15'13" W 283.77 FEET TO A POINT;
THENCE N 52°38'33" W 378.85 FEET TO A POINT;
THENCE N 51°14'19" W 246.04 FEET TO A POINT;

THENCE N 00°05'05" E 475.98 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID ADJUSTED PARCEL CONTAINS 5.01 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL B
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 30.22 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING N 83°10'42" E 163.80 FEET TO A POINT;

THENCE S 87°32'38" E 61.34 FEET TO A POINT;

THENCE S 00°03'56" W 369.40 FEET TO A POINT;

THENCE S 44°52'16" E 591.00 FEET TO A POINT;

THENCE S 40°39'56" W 179.04 FEET TO A POINT;

THENCE N 31°18'59" W 75.00 FEET TO A POINT;

THENCE N 52°38'33" W 384.16 FEET TO A POINT;

THENCE N 51°14'19" W 230.52 FEET TO A POINT;

THENCE N 00°02'15" E 465.72 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.03 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444

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ADJUSTED PARCEL C
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT; THENCE S 87°32'38" E 61.34 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 87°32'38" E 78.57 FEET TO A POINT;

THENCE S 87°45'18" E 288.23 FEET TO A POINT;

THENCE S 07°07'32" E 167.76 FEET TO A POINT;

THENCE S 27°05'30" E 37.71 FEET TO A POINT;

THENCE S 76°17'57" W 206.08 FEET TO A POINT;

THENCE N 89°56'04" W 164.57 FEET TO A POINT;

THENCE S 00°03'56" W 89.59 FEET TO A POINT;

THENCE S 44°52'16" E 245.24 FEET TO A POINT;

THENCE S 89°56'04" E 281.32 FEET TO A POINT;

THENCE S 59°11'31" E 506.82 FEET TO A POINT;

THENCE S 89°48'23" W 512.75 FEET TO A POINT;

THENCE N 44°52'16" W 591.00 FEET TO A POINT;

THENCE N 00°03'56" E 369.40 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.00 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL D
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4
NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY,
IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF
SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE
S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18,
1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT;
THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 288.23 FEET TO THE
REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 87°45'18" E 30.59 FEET TO A POINT;

THENCE S 07°07'32" E 157.50 FEET TO A POINT;

THENCE S 27°05'30" E 308.51 FEET TO A POINT;

THENCE S 71°46'08" E 562.35 FEET TO A POINT;

THENCE S 18°13'52" W 228.97 FEET TO A POINT;

THENCE N 59°11'31" W 611.74 FEET TO A POINT;

THENCE N 89°56'04" W 281.32 FEET TO A POINT;

THENCE N 44°52'16" W 245.24 FEET TO A POINT;

THENCE N 00°03'56" E 89.59 FEET TO A POINT;

THENCE S 89°56'04" E 164.57 FEET TO A POINT;

THENCE N 76°17'57" E 206.08 FEET TO A POINT;

THENCE N 27°05'30" W 37.71 FEET TO A POINT;

THENCE N 07°07'32" W 167.76 FEET TO THE REAL POINT OF BEGINNING OF
THIS DESCRIPTION. SAID PARCEL CONTAINS 5.02 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL E
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT; THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 86°08'17" E 201.81 FEET TO A POINT;
THENCE S 27°51'56" E 521.44 FEET TO A POINT;
THENCE S 86°43'07" E 792.67 FEET TO A POINT;
THENCE S 49°14'38" W 219.17 FEET TO A POINT;
THENCE N 80°32'03" W 370.93 FEET TO A POINT;
THENCE S 18°13'52" W 33.76 FEET TO A POINT;
THENCE N 71°46'08" W 562.35 FEET TO A POINT;
THENCE N 27°05'30" W 308.51 FEET TO A POINT;
THENCE N 07°07'32" W 157.50 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.00 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL F
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R. 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT; THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT; THENCE N 86°08'17" E 201.81 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 86°08'17" E 42.93 FEET TO A POINT;

THENCE N 62°15'53" E 268.78 FEET TO A POINT;

THENCE S 27°51'56" E 559.23 FEET TO A POINT;

THENCE S 60°57'12" W 70.02 FEET TO A POINT;

THENCE S 86°37'43" E 634.88 FEET TO A POINT;

THENCE S 49°14'38" W 105.09 FEET TO A POINT;

THENCE N 86°43'07" W 792.67 FEET TO A POINT;

THENCE N 27°51'56" W 521.44 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.02 ACRES, MORE OR LESS.

WAYNE K. BARBER        PLS 8444
ADJUSTED PARCEL G
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT; THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT; THENCE N 86°08'17" E 244.74 FEET TO A POINT; THENCE N 62°15'53" E 268.78 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 62°15'53" E 401.00 FEET TO A POINT;

THENCE S 26°34'50" E 550.45 FEET TO A POINT;

THENCE S 60°57'12" W 388.73 FEET TO A POINT;

THENCE N 27°51'56" W 559.23 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.03 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL H
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT; THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT; THENCE N 86°08'17" E 244.74 FEET TO A POINT; THENCE N 62°15'53" E 669.78 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 62°15'53" E 76.14 FEET TO A POINT;
THENCE N 71°07'35" E 207.54 FEET TO A POINT;
THENCE N 56°59'14" E 147.94 FEET TO A POINT;
THENCE S 29°17'02" E 103.99 FEET TO A POINT;
THENCE S 60°42'58" W 32.13 FEET TO A POINT;
THENCE S 28°31'01" E 417.67 FEET TO A POINT;
THENCE S 60°57'12" W 416.11 FEET TO A POINT;
THENCE N 26°34'50" W 550.45 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.02 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL I
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, AND IN THE SW
1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN,
BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF
SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE
S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18,
1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT;
THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT;
THENCE N 86°08'17" E 244.74 FEET TO A POINT; THENCE N 62°15'53" E 745.92
FEET TO A POINT; THENCE N 71°07'35" E 207.54 FEET TO A POINT; THENCE
N 56°59'14" E 147.94 FEET TO THE REAL POINT OF BEGINNING OF THIS
DESCRIPTION;

THENCE N 56°59'14" E 125.27 FEET TO A POINT;

THENCE S 29°17'02" E 185.13 FEET TO A POINT;

THENCE N 60°42'58" E 153.96 FEET TO A POINT;

THENCE S 29°17'02" E 260.36 FEET TO A POINT ON A CURVE;

THENCE ALONG A CURVE TO THE LEFT 235.45 FEET, SAID CURVE HAVING A
RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 17°59'15", TANGENTS OF
118.70 FEET, AND A CHORD WHICH BEARS N 57°30'16" E 234.49 FEET TO A
POINT OF REVERSE CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT 36.29 FEET, SAID CURVE HAVING A
RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 04°09'30", TANGENTS OF
18.15 FEET, AND A CHORD WHICH BEARS N 50°35'24" E 36.28 FEET TO A
POINT OF REVERSE CURVATURE;

THENCE ALONG A CURVE TO THE LEFT 57.00 FEET, SAID CURVE HAVING A
RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 04°39'56", TANGENTS OF
28.52 FEET, AND A CHORD WHICH BEARS N 50°20'11" E 56.98 FEET TO A
POINT OF COMPOUND CURVATURE;

THENCE ALONG A CURVE TO THE LEFT 170.33 FEET, SAID CURVE HAVING A
RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 24°23'53", TANGENTS OF
86.48 FEET, AND A CHORD WHICH BEARS N 35°48'16" E 169.05 FEET TO A
POINT;
ADJUSTED PARCEL I CONT.

THENCE N 52°01'49" E 32.55 FEET TO A POINT;
THENCE S 04°24'31" E 186.14 FEET TO A POINT;
THENCE N 85°54'54" E 332.64 FEET TO A POINT;
THENCE S 75°46'48" W 341.84 FEET TO A POINT;
THENCE S 49°07'18" W 188.00 FEET TO A POINT;
THENCE S 23°07'46" W 146.68 FEET TO A POINT;
THENCE N 43°12'39" W 157.87 FEET TO A POINT;
THENCE S 61°34'30" W 367.20 FEET TO A POINT;
THENCE S 60°57'12" W 15.11 FEET TO A POINT;
THENCE N 28°31'01" W 417.67 FEET TO A POINT;
THENCE N 60°42'58" E 32.13 FEET TO A POINT;

THENCE N 29°17'02" W 103.99 FEET TO THE REAL POINT OF BEGINNING OF
THIS DESCRIPTION. SAID PARCEL CONTAINS 5.04 ACRES, MORE OR LESS.

WAYNE K. BARBER                PLS 8444
ADJUSTED PARCEL J
NOVEMBER 28, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, AND IN THE SW
1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN,
BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF
SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE
S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18,
1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT;
THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT;
THENCE N 86°08'17" E 244.75 FEET TO A POINT; THENCE N 62°15'53" E 745.92
FEET TO A POINT; THENCE N 71°07'35" E 207.54 FEET TO A POINT; THENCE N
56°59'14" E 273.21 FEET TO THE REAL POINT OF BEGINNING OF THIS
DESCRIPTION;

THENCE N 56°59'14" E 30.06 FEET TO A POINT;

THENCE S 29°17'02" E 157.09 FEET TO A POINT;

THENCE N 60°42'58" E 379.86 FEET TO A POINT;

THENCE S 29°17'02" E 46.22 FEET TO A POINT;

THENCE N 55°46'41" E 100.31 FEET TO A POINT;

THENCE S 34°13'19" E 178.60 FEET TO A POINT ON A CURVE;

THENCE ALONG A CURVE TO THE LEFT 110.70 FEET, SAID CURVE HAVING A
RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 17°08'32" TANGENTS OF
55.77 FEET AND A CHORD WHICH BEARS N 31°01'17" E 110.29 FEET TO A
POINT;

THENCE N 52°01'49" E 470.82 FEET TO A POINT;

THENCE N 74°28'10" E 191.06 FEET TO A POINT;

THENCE N 36°45'56" E 122.56 FEET TO A POINT;

THENCE N 55°47'40" E 35.03 FEET TO A POINT;

THENCE S 34°12'20" E 219.42 FEET TO A POINT;
ADJUSTED PARCEL J CONT.

THENCE S 07°07'52" W 170.59 FEET TO A POINT;

THENCE S 82°55'38" E 794.54 FEET TO A POINT;

THENCE S 55°51'44" W 343.37 FEET TO A POINT;

THENCE N 24°30'26" W 192.78 FEET TO A POINT;

THENCE N 82°55'38" W 465.27 FEET TO A POINT;

THENCE N 07°07'52" E 221.29 FEET TO A POINT;

THENCE N 34°12'20" W 178.09 FEET TO A POINT;

THENCE S 36°45'56" W 127.77 FEET TO A POINT;

THENCE S 74°28'10" W 195.34 FEET TO A POINT;

THENCE S 52°01'49" W 457.17 FEET TO A POINT ON A CURVE;

THENCE ALONG A CURVE TO THE RIGHT 170.33 FEET, SAID CURVE HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 24°25'53", TANGENTS OF 86.48 FEET, AND A CHORD WHICH BEARS S 35°48'16" W 169.05 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT 57.00 FEET, SAID CURVE HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 04°39'56", TANGENTS OF 28.52 FEET, AND A CHORD WHICH BEARS S 50°20'11" W 56.98 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG A CURVE TO THE LEFT 36.29 FEET, SAID CURVE HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 04°09'30", TANGENTS OF 18.15 FEET, AND A CHORD WHICH BEARS S 50°35'24" W 36.28 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT 235.45 FEET, SAID CURVE HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 17°59'15", TANGENTS OF 118.70 FEET, AND A CHORD WHICH BEARS S 57°30'16" W 234.49 FEET TO A POINT;

THENCE N 29°17'02" W 260.36 FEET TO A POINT;

THENCE S 60°42'58" W 153.96 FEET TO A POINT;
ADJUSTED PARCEL J CONT.

THENCE N 29°17'02" W 185.13 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.01 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL K
NOVEMBER 28, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, AND IN THE SW 1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT; THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT; THENCE N 86°08'17" E 244.74 FEET TO A POINT; THENCE N 62°15'53" E 745.92 FEET TO A POINT; THENCE N 71°07'35" E 207.54 FEET TO A POINT; THENCE N 56°59'14" E 303.27 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 56°59'14" E 249.93 FEET TO A POINT;

THENCE N 44°48'24" E 166.85 FEET TO A POINT;

THENCE S 29°17'02" E 232.60 FEET TO A POINT;

THENCE N 55°46'41" E 935.71 FEET TO A POINT;

THENCE S 34°13'21" E 92.94 FEET TO A POINT;

THENCE N 55°47'40" E 93.77 FEET TO A POINT;

THENCE S 34°12'20" E 302.05 FEET TO A POINT;

THENCE S 82°55'38" E 748.44 FEET TO A POINT;

THENCE S 20°09'56" W 167.52 FEET TO A POINT;

THENCE N 82°55'38" W 740.66 FEET TO A POINT;

THENCE N 07°07'52" E 151.88 FEET TO A POINT;

THENCE N 34°12'20" W 260.74 FEET TO A POINT;

THENCE S 55°47'40" W 93.76 FEET TO A POINT;

THENCE N 34°13'21" W 92.93 FEET TO A POINT;

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ADJUSTED PARCEL K CONT.

THENCE S 55°46'41" W 938.41 FEET TO A POINT;

THENCE N 29°17'02" W 46.22 FEET TO A POINT;

THENCE S 60°42'58" W 379.86 FEET TO A POINT;

THENCE N 29°17'02" W 157.09 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.50 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL L
NOVEMBER 28, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, AND IN THE
WEST 1/2 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE
MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF
SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE
S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18,
1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT;
THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT;
THENCE N 86°08'17" E 244.74 FEET TO A POINT; THENCE N 62°15'53" E 745.92
FEET TO A POINT; THENCE N 71°07'35" E 207.54 FEET TO A POINT; THENCE
N 56°59'14" E 553.20 FEET TO A POINT; THENCE N 44°48'24" E 166.85 FEET TO
THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 44°48'24" E 177.68 FEET TO A POINT;

THENCE N 60°20'38" E 510.16 FEET TO A POINT;

THENCE N 50°42'34" E 174.41 FEET TO A POINT;

THENCE N 13°38'59" E 79.53 FEET TO A POINT;

THENCE S 34°13'21" E 293.70 FEET TO A POINT;

THENCE S 55°46'41" W 935.71 FEET TO A POINT;

THENCE N 29°17'02" W 232.60 FEET TO THE REAL POINT OF BEGINNING OF
THIS DESCRIPTION. SAID PARCEL CONTAINS 5.20 ACRES, MORE OR LESS.

WAYNE K. BARBER PLS 8444
ADJUSTED PARCEL M
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF SECTION 17, TOWNSHIP 4 N., RANGE 2 E., B.M., BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 17 AND 18, T. 4 N., R 2 E., B.M., BOISE CITY, ADA COUNTY, IDAHO, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18 BEARS N 89°31'42" W 2669.40 FEET; THENCE S 88°31'20" E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 17, 337.25 FEET TO A POINT; THENCE N 50°42'34" E 36.73 FEET TO A POINT; THENCE N 13°38'59" E 79.53 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 13°38'59" E 40.45 FEET TO A POINT;
THENCE S 34°13'21" E 383.78 FEET TO A POINT;
THENCE N 55°47'40" E 93.77 FEET TO A POINT;
THENCE S 34°12'20" E 318.47 FEET TO A POINT;
THENCE S 82°55'38" E 61.70 FEET TO A POINT;
THENCE N 78°19'04" E 222.89 FEET TO A POINT;
THENCE N 65°02'34" E 130.46 FEET TO A POINT;
THENCE N 42°12'00" E 144.76 FEET TO A POINT;
THENCE N 23°49'31" E 220.99 FEET TO A POINT;
THENCE N 90°00'00" E 257.23 FEET TO A POINT;
THENCE S 00°00'00" W 56.05 FEET TO A POINT;
THENCE S 10°11'30" W 299.48 FEET TO A POINT;
THENCE S 20°09'56" W 182.63 FEET TO A POINT;
THENCE N 82°55'38" W 748.44 FEET TO A POINT;
THENCE N 34°12'20" W 302.05 FEET TO A POINT;
THENCE S 55°47'40" W 93.77 FEET TO A POINT;

THENCE N 34°13'21" W 386.64 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.17 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL N
AUGUST 17, 2005

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF SECTION 17, TOWNSHIP 4 N., R 2 E., B.M., BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 17 AND 18, T. 4 N., R 2 E., B.M., BOISE CITY, ADA COUNTY, IDAHO, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18 BEARS N 89°31'42" W 2669.40 FEET; THENCE S 88°31'20" E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 17, 337.25 FEET TO A POINT; THENCE N 50°42'34" E 36.73 FEET TO A POINT; THENCE N 13°38'59" E 119.98 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 13°38'59" E 188.46 FEET TO A POINT;

THENCE N 25°52'08" E 103.97 FEET TO A POINT;

THENCE S 50°55'29" E 250.55 FEET TO A POINT;

THENCE N 37°44'31" E 438.60 FEET TO A POINT;

THENCE S 47°41'36" E 208.04 FEET TO A POINT;

THENCE S 34°25'09" W 396.82 FEET TO A POINT;

THENCE S 55°46'39" W 254.67 FEET TO A POINT;

THENCE S 34°13'21" E 161.06 FEET TO A POINT;

THENCE S 55°47'40" W 49.44 FEET TO A POINT;

THENCE N 34°12'20" W 50.00 FEET TO A POINT;

THENCE S 55°47'40" W 93.77 FEET TO A POINT;

THENCE N 34°13'21" W 383.78 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.26 ACRES, MORE OR LESS.

WAYNE K. BARBER

PLS 8444
ADJUSTED PARCEL O
AUGUST 17, 2005

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 17 AND 18, T. 4 N., R 2 E., B.M., BOISE CITY, ADA COUNTY, IDAHO, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18 BEARS N 89°31'42" W 2669.40 FEET; THENCE S 88°31'20" E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 17, 337.25 FEET TO A POINT; THENCE N 50°42'34" E 36.73 FEET TO A POINT; THENCE N 13°38'59" E 119.98 FEET TO A POINT; THENCE S 34°13'21" E 383.78 FEET TO A POINT; THENCE N 55°47'40" E 93.77 FEET TO A POINT; THENCE S 34°12'20" E 50.00 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 55°47'40" E 49.44 FEET TO A POINT;

THENCE N 34°13'21" W 161.06 FEET TO A POINT;

THENCE N 55°46'39" E 206.82 FEET TO A POINT;

THENCE S 30°16'37" E 377.01 FEET TO A POINT;

THENCE S 36°00'50" W 189.44 FEET TO A POINT;

THENCE N 78°19'04" E 225.65 FEET TO A POINT;

THENCE N 65°02'34" E 120.90 FEET TO A POINT;

THENCE N 42°12'00" E 133.85 FEET TO A POINT;

THENCE N 23°49'31" E 216.13 FEET TO A POINT;

THENCE S 88°00'22" W 71.70 FEET TO A POINT;

THENCE N 00°34'01" W 273.16 FEET TO A POINT;

THENCE N 89°59'32" E 308.99 FEET TO A POINT;

THENCE N 00°00'00" E 24.09 FEET TO A POINT;

THENCE N 64°31'36" W 590.19 FEET TO A POINT;

40705-adjparO.doc
THENCE N 88°33'30" W 62.44 FEET TO A POINT;
THENCE N 52°15'29" W 79.67 FEET TO A POINT;
THENCE N 37°44'31" E 91.75 FEET TO A POINT;
THENCE N 51°16'29" W 165.38 FEET TO A POINT;
THENCE N 36°27'43" E 30.02 FEET TO A POINT;
THENCE S 51°16'29" E 196.06 FEET TO A POINT;
THENCE S 37°44'31" W 91.24 FEET TO A POINT;
THENCE S 52°15'29" E 39.84 FEET TO A POINT;
THENCE S 88°33'30" E 58.99 FEET TO A POINT;
THENCE S 64°31'36" E 637.67 FEET TO A POINT;
THENCE S 00°00'00" W 316.29 FEET TO A POINT;
THENCE S 90°00'00" W 257.23 FEET TO A POINT;
THENCE S 23°49'31" W 220.99 FEET TO A POINT;
THENCE S 42°12'00" W 144.76 FEET TO A POINT;
THENCE S 65°02'34" W 130.46 FEET TO A POINT;
THENCE S 78°19'04" W 222.89 FEET TO A POINT;
THENCE N 82°55'38" W 61.70 FEET TO A POINT;
THENCE N 34°12'20" W 268.47 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.65 ACRES, MORE OR LESS.

WAYNE K. BARBER  

PLS 8444
ADJUSTED PARCEL P
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF SECTION 17, TOWNSHIP 4 N., R 2 E., B.M., BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 17 AND 18, T. 4 N., R 2 E., B.M., BOISE CITY, ADA COUNTY, IDAHO, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18 BEARS N 89°31'42" W 2669.40 FEET; THENCE S 88°31'20" E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 17, 337.25 FEET TO A POINT; THENCE N 50°42'34" E 36.73 FEET TO A POINT; THENCE N 13°38'59" E 119.98 FEET TO A POINT; THENCE S 34°13'21" E 383.78 FEET TO A POINT; THENCE N 55°47'40" E 93.77 FEET TO A POINT; THENCE S 34°12'20" E 50.00 FEET TO A POINT; THENCE N 55°47'40" E 49.44 FEET TO A POINT; THENCE N 34°13'21" W 161.06 FEET TO A POINT; THENCE N 55°46'39" E 206.82 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 55°46'39" E 47.84 FEET TO A POINT;

THENCE N 34°25'09" E 396.82 FEET TO A POINT;

THENCE N 47°41'36" W 208.04 FEET TO A POINT;

THENCE N 37°44'31" E 110.00 FEET TO A POINT;

THENCE N 51°16'21" W 134.78 FEET TO A POINT;

THENCE N 36°27'43" E 30.03 FEET TO A POINT;

THENCE S 51°16'29" E 165.38 FEET TO A POINT;

THENCE S 37°44'31" W 91.75 FEET TO A POINT;

THENCE S 52°15'29" E 79.67 FEET TO A POINT;

THENCE S 88°33'30" E 62.44 FEET TO A POINT;

THENCE S 64°31'36" E 590.19 FEET TO A POINT;

THENCE S 00°00'00" W 24.09 FEET TO A POINT;

THENCE S 89°59'32" W 308.99 FEET TO A POINT;
THENCE S 87°46'35" W 157.43 FEET TO A POINT;

THENCE S 00°53'03" E 272.50 FEET TO A POINT;

THENCE S 36°00'50" W 287.33 FEET TO A POINT;

THENCE N 30°16'37" W 377.01 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.32 ACRES, MORE OR LESS.

WAYNE K. BARBER  

PLS 8444
ADJUSTED PARCEL Q
AUGUST 12, 2005

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 18, AND IN THE
WEST 1/2 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE
MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY
DESCRIPTED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF
SECTION 18, T. 4 N., R 2 E., B.M. BOISE CITY, ADA COUNTY, IDAHO, THENCE
S 00°05'05" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18,
1351.44 FEET TO A POINT; THENCE N 83°10'42" E 194.02 FEET TO A POINT;
THENCE S 87°32'38" E 139.90; THENCE S 87°45'18" E 318.82 FEET TO A POINT;
THENCE N 86°08'17" E 244.74 FEET TO A POINT; THENCE N 62°15'53" E 745.92
FEET TO A POINT; THENCE N 71°07'35" E 207.54 FEET TO A POINT; THENCE
N 56°59'14" E 303.27 FEET TO A POINT; THENCE S 29°17'02" E 157.09 FEET TO A
POINT; THENCE N 60°42'58" E 379.86 FEET TO A POINT; THENCE S 29°17'02" E
46.22 FEET TO A POINT; THENCE N 55°46'41" E 100.31 FEET TO THE REAL
POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE N 55°46'41" E 838.10 FEET TO A POINT;

THENCE S 34°13'21" E 92.93 FEET TO A POINT;

THENCE N 55°47'40" E 93.76 FEET TO A POINT;

THENCE S 34°12'20" E 260.74 FEET TO A POINT;

THENCE S 07°07'52" W 151.88 FEET TO A POINT;

THENCE S 82°55'38" E 740.66 FEET TO A POINT;

THENCE N 20°09'56" E 350.15 FEET TO A POINT;

THENCE N 10°11'30" E 299.48 FEET TO A POINT;

THENCE N 00°00'00" E 372.33 FEET TO A POINT;

THENCE N 64°31'36" W 637.67 FEET TO A POINT;

THENCE N 88°33'30" W 58.99 FEET TO A POINT;

THENCE N 52°15'29" W 39.84 FEET TO A POINT;
THENCE N 37°44'31" E 91.24 FEET TO A POINT;
THENCE N 51°16'29" W 196.06 FEET TO A POINT;
THENCE N 36°27'43" E 30.01 FEET TO A POINT;
THENCE S 51°16'29" E 226.81 FEET TO A POINT;
THENCE S 37°44'31" W 90.73 FEET TO A POINT;
THENCE S 88°33'30" E 203.98 FEET TO A POINT;
THENCE S 08°35'09" W 63.18 FEET TO A POINT;
THENCE S 64°31'36" E 327.34 FEET TO A POINT;
THENCE N 23°26'34" E 191.76 FEET TO A POINT;
THENCE S 28°26'38" E 168.84 FEET TO A POINT;
THENCE S 07°52'52" E 219.40 FEET TO A POINT;
THENCE S 18°03'07" E 235.53 FEET TO A POINT;
THENCE N 88°08'14" W 40.01 FEET TO A POINT;
THENCE S 07°28'01" W 89.61 FEET TO A POINT;
THENCE S 10°11'30" W 294.37 FEET TO A POINT;
THENCE S 20°09'56" W 376.58 FEET TO A POINT;
THENCE S 82°55'38" W 794.54 FEET TO A POINT;
THENCE N 07°07'52" E 170.59 FEET TO A POINT;
THENCE N 34°12'20" W 219.42 FEET TO A POINT;
THENCE S 55°47'40" W 35.03 FEET TO A POINT;
THENCE S 36°45'56" W 122.56 FEET TO A POINT;
THENCE S 74°28'10" W 191.06 FEET TO A POINT;
THENCE S 52°01'49" W 470.82 FEET TO A POINT ON A CURVE;
ADJUSTED PARCEL Q CONT.

THENCE ALONG A CURVE TO THE RIGHT 110.70 FEET, SAID CURVE HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 17°08'32", TANGENTS OF 55.77 FEET, AND A CHORD WHICH BEARS S 31°01'17" W 110.29 FEET TO A POINT;

THENCE N 34°13'19" W 178.60 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5.72 ACRES, MORE OR LESS.

WAYNE K. BARBER PLS 8444
FORMALLY THE OSBORNE/HITE PROPERTY

A tract of land situate in the Southwest quarter of Section 17, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 17; thence North 0°00'00" East 2617.37 feet to the quarter corner common to said Section 17 and Section 18; thence North 89°45'57" East 1196.17 feet to a point, said point being the REAL POINT OF BEGINNING; thence North 88°41'58" East 227.64 feet (formerly North 87°26'45" East 237.84 feet) to a point; thence South 24°35'07" West 216.17 feet (formerly South 23°18'23" West 273.19 feet) to a point; thence South 42°53'46" West 133.89 feet (formerly South 41°39'09" West 92.73 feet) to a point; thence South 65°44'07" West 120.90 feet (formerly South 66°27'49" West 130.96 feet) to a point; thence South 78°59'10" West 225.67 feet (formerly South 77°49'01" West 242.73 feet) to a point; thence North 36°43'36" East 476.98 feet (formerly North 35°27'25" East 501.98 feet) for the REAL POINT OF BEGINNING.
EXHIBIT B
To The Reserve at Deer Valley Extraordinary Impact Fee Agreement

West Foothills Overlay Assessment District – Legal Description

(Attached)
DESCRIPTION:
All those parcels of land within the shaded area, which have the potential to access (directly and indirectly) one or more of the following roads:

Dry Creek Road - State Hwy 55 to Cartwright Road
Cartwright Road - Dry Creek Road to 36th Street Extension
Pierce Park Road - Hill Road to Cartwright Road
Seamans Gulch Road - Hill Road to Dry Creek Road
36th Street - Hill Road to Cartwright Road
EXHIBIT C
To The Reserve at Deer Valley Extraordinary Impact Fee Agreement

West Foothills Overlay Assessment District Resolution 702

(Attached)
RESOLUTION NO. 702
OF THE ADA COUNTY HIGHWAY DISTRICT

PROPOSING REVISIONS TO THE EXTRAORDINARY IMPACT FEES AND
BOUNDARIES OF THE WEST FOOTHILLS OVERLAY ASSESSMENT DISTRICT

WHEREAS, the Idaho Development Impact Fee Act, Idaho Code Title 67, Chapter 82, and current Ada County Highway District (ACHD) Impact Fee Ordinance No. 198, Section 7313, allow for the adoption of an overlay fee to cover extraordinary costs in addition to a standard impact fee; and

WHEREAS, on January 28, 1998, the ACHD Board of Commissioners established an extraordinary impact fee overlay assessment district for the West Foothills area, to fund the improvement of certain roads in the West Foothills area to Local Rural Street Standards, and established an overlay fee or extraordinary impact fee of $2,689 per new dwelling unit within said area; and

WHEREAS, since 1998 certain factors have changed that affect the overlay fee for the West Foothills Overlay Assessment District, including the completion of certain road improvements, updated cost estimates for work yet to be completed, remaining dwelling units to be constructed in the District, and outside financial commitments from the Hidden Springs, Idaho development to complete road improvements without utilization of collected extraordinary impact fees from the West Foothills Overlay Assessment District; and

WHEREAS, pursuant to ACHD Resolution 701, ACHD approved that certain Extraordinary Impact Fee Agreement with Hidden Springs dated April 21, 2004 (the “Agreement”), which provided that approval of the Agreement was made subject to this Resolution 702; and

WHEREAS, legal notice of the public hearing and the availability of this proposed Resolution 702 was published on April 21 and 22, 2004, in the Idaho Statesman; and

WHEREAS, a public hearing on this Resolution 702 was held before the Board of Highway District Commissioners of Ada County, Idaho, on April 28, 2004.

NOW, THEREFORE BE IT RESOLVED that the boundaries for the West Foothills Overlay Assessment District shall be amended as set forth in Attachment No. 1 attached hereto and made a part hereof;

BE IT FURTHER RESOLVED that the overlay fee for the West Foothills Overlay Assessment District is revised to $3,197 per new dwelling unit within the boundaries of said district, as detailed in Attachment No. 2 attached hereto and made a part hereof;

BE IT FURTHER RESOLVED that the Overlay Fee may be examined every three years from the date of the adoption of this Resolution, for possible adjustment and realignment with the Consumer Price Index;
BE IT FURTHER RESOLVED that this resolution shall remain in effect from the time of adoption until the completion of all projects listed in Attachment No. 2, unless otherwise modified or amended by ACHD; and

BE IT FURTHER RESOLVED that the Agreement shall be made effective upon adoption of this Resolution.

ADOPTED AND APPROVED by the Commissioners of the Ada County Highway District this 28th day of April, 2004.

BOARD OF COMMISSIONERS

John S. Franden, President

David E. Wynkoop, First Vice President

Susan S. Eastlake, Second Vice President

Sherry R. Huber, Commissioner

Dave Bivens, Commissioner

ATTEST:

William J. Schweitzer, Director
DESCRIPTION:
All those parcels of land within the shaded area, which have the potential to access (directly and indirectly) one or more of the following roads:

- Dry Creek Road - State Hwy 55 to Cartwright Road
- Cartwright Road - Dry Creek Road to 36th Street Extension
- Pierce Park Road - Hill Road to Cartwright Road
- Seamans Gulch Road - Hill Road to Dry Creek Road
- 36th Street - Hill Road to Cartwright Road
ATTACHMENT NO. 2

West Foothills Overlay Assessment District
List of Projects, Costs, and Extraordinary Impact Fee

<table>
<thead>
<tr>
<th>Project</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projects to be completed by Hidden Springs:</td>
<td></td>
</tr>
<tr>
<td>Dry Creek, SH 55 to Broken Horn</td>
<td>263,000</td>
</tr>
<tr>
<td>30’ gravel road</td>
<td></td>
</tr>
<tr>
<td>Dry Creek, Hidden Springs Phase 2 boundary to Currant Creek Road (with new bridge)</td>
<td>450,000</td>
</tr>
<tr>
<td>Dry Creek, Currant Creek Road to Hidden Springs SE property corner</td>
<td>766,000</td>
</tr>
<tr>
<td>Seamans Gulch, sharp curve north of Hidden Hollow landfill</td>
<td>50,000</td>
</tr>
<tr>
<td>Seamans Gulch, northbound right turn lane into Hidden Springs Drive</td>
<td>26,000</td>
</tr>
</tbody>
</table>

Remaining Projects in WFOAD:

<table>
<thead>
<tr>
<th>Project</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dry Creek Road – SH 55 to Broken Horn</td>
<td>783,000</td>
</tr>
<tr>
<td>Or</td>
<td></td>
</tr>
<tr>
<td>Brookside extension, Brookside to Broken Horn</td>
<td></td>
</tr>
<tr>
<td>Cartwright – Hidden Springs SE property corner to Pierce Park</td>
<td>3,124,000</td>
</tr>
<tr>
<td>Cartwright – Owyhee Motorcycle Club Driveway to 36th Extension</td>
<td>419,000</td>
</tr>
<tr>
<td>36th Street – Hill to 1.14 mi north</td>
<td>1,530,000</td>
</tr>
<tr>
<td>Pierce Park, 2.09 mi to Cartwright</td>
<td>1,685,000</td>
</tr>
</tbody>
</table>

Subtotal: 9,096,000
Existing WFOAD balance: <521,000>
Funds needed: 8,575,000
Hidden Springs financial commitment: <1,750,000>
Total needed from EIF: 6,825,000

EIF Calculation

Remaining Projected Dwelling Units in WFOAD: 2135

EIF (6,825,000 / 2135): $3,197 per new dwelling unit
EXHIBIT D
To The Reserve at Deer Valley Extraordinary Impact Fee Agreement

ACHD staff report for The Reserve at Deer Valley dated September 16, 2015

(Attached)
The Reserve at Deer Valley/ BPP15-0018/ PUD15-00017

This is a preliminary plat and planned unit development application to construct 96 buildable lots and 6 common lots on 90-acres. The site is located at 8134 N Pierce Park Lane in Boise, Idaho.

Lead Agency: City of Boise
Site address: 8134 N Pierce Park Lane
Commission Hearing: September 16, 2015
Commission Approval: September 16, 2015
Applicant: The Reserve at Deer Valley, LLC
Larry Leasure
PO Box 1277
Boise, ID  83701
Representative: T-O Engineers
John Carpenter
332 N Broadmore Way
Nampa, ID  83687
Staff Contact: Stacey Yarrington
Phone: 387-6171
E-mail: syarrington@achdidaho.org

A. Findings of Fact

1. Description of Application: The applicant is requesting approval of a preliminary plat to develop a planned unit development consisting of 96 buildable lots and 6 common lots on 90-acres. The property is currently zoned R-1A (Single Family Residential, Large Lot) and the proposal is consistent with the City of Boise's comprehensive plan.

2. Description of Adjacent Surrounding Area:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Land Use</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Rural Preservation (Ada County)</td>
<td>RP</td>
</tr>
<tr>
<td>South</td>
<td>Rural Preservation (Ada County)</td>
<td>RP</td>
</tr>
<tr>
<td>East</td>
<td>Single Family Residential, Large Lot/ Rural Preservation</td>
<td>R-1A/ RP</td>
</tr>
<tr>
<td>West</td>
<td>Single Family Residential, Large Lot/ Rural Preservation</td>
<td>R-1A/ RP</td>
</tr>
</tbody>
</table>

3. Site History: ACHD has not previously reviewed this site for a development application.
4. **Adjacent Development:** The following developments are pending or underway in the vicinity of
the site:

- Belmar Estates, a 62-lot subdivision located on Pierce Park Lane south of Hill Road, was
  approved by ACHD Commission on April 1, 2015.

5. **Transit:** Transit services are available within 0.64-miles of this site. The nearest VRT bus stop is
located at the intersection of Tobi Drive and Pierce Park Lane.

6. **New Center Lane Miles:** There are no new centerline miles of public roadway associated with
this project.

7. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any
building permits. The assessed impact fee will be based on the impact fee ordinance that is in
effect at that time.

8. **Extraordinary Impact Fee Overlay Assessment District:** The Commission established an
Extraordinary Impact Fee Overlay Assessment District in 1998, to be applied to the "Western
Foothills Planning Area" as identified by the Foothills Policy Plan and the Interim Foothills
Transportation Plan, prepared by Boise City and APA (COMPASS) respectively. The cost of
upgrading the roadways to accommodate the planned development in the defined planning area
was divided among the number of households expected to develop within the area. These
findings resulted in the determination that each building in the foothills will be responsible for its
proportionate share of the cost of constructing or reconstructing the roads in the Western Foothills
Planning Area. The Commission’s action created The West Foothills Overlay Assessment District
and ACHD Resolution 702 established the proportionate share of bringing the roadways to an
acceptable minimum level at $3,197 per dwelling unit. The applicant should enter into an
Extraordinary Impact Fee Agreement for development within the Extraordinary Impact Fee
Overlay Assessment District.

9. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**

- The intersection of 36th Street and Hill Road and Catalpa Drive is listed in the IFYWP to be
  reconstructed as a “dog bone” shaped single-lane, 5-way roundabout in 2016.
- 36th Street Bridge #356AX is scheduled in the IFYWP to be replaced/widened/built in 2016.
- State Street is listed in the CIP to be widened to 7-lanes from Pierce Park Lane to Collister
  Drive, between 2017 and 2021.
- The intersection of Pierce Park Lane and Hill Road is listed in the CIP to be reconstructed as a
  single-lane roundabout with 2-lanes on the north leg, 2-lanes on the south, 2-lanes east, and 2-
  lanes on the west leg, between 2027 and 2031.
- The intersection of State Street and Pierce Park Lane is listed in the CIP to be widened to 3-
  lanes on the north leg, 7-lanes east, and 7-lanes on the west leg, and signalized between 2017
  and 2021.

B. **Traffic Findings for Consideration**

1. **Trip Generation:** This development is estimated to generate 904 additional vehicle trips per day
(0 existing); 71 additional vehicle trips per hour in the PM peak hour (0 existing), based on the
traffic impact study.

2. **Traffic Impact Study**
   Thompson Engineers prepared a traffic impact study for the proposed Reserve at Deer Valley.
   Below is an executive summary of the findings as presented by Thompson Engineers. The
   following executive summary is **not the opinion of ACHD staff**. ACHD has reviewed the
   submitted traffic impact study for consistency with ACHD policies and practices, and may have
additional requirements beyond what is noted in the summary. ACHD Staff comments on the submitted traffic impact study can be found below under staff comments.

Executive Summary

This study identifies transportation impacts associated with the proposed Reserve at Deer Valley Subdivision in Boise, Idaho. The development is a residential development. Below are the findings of this report:

- Based on the trip generation methods recommended in the Trip Generation Manual, the site will generate 904 trips per day of which 71 trips will occur during the AM peak hour and 95 trips will occur during the PM peak hour.

- The site will access the transportation system via Pierce Park Lane with two private roads. These access locations are in conformance with ACHD policy.

- The intersection of Hill Road and Pierce Park Lane will operate at an acceptable level of service under total traffic conditions in build out year for both the AM peak hour and the PM peak hour. No improvements are required.

- The intersection of State Street and Pierce Park Lane currently operates at an unacceptable level of service and will operate at unacceptable levels of service under total traffic conditions in the build out year. This intersection is scheduled for signal improvements in the 20 year plan. In order to get the intersection to function at an acceptable level of service, three through lanes in the westbound direction are required. State Street is scheduled to be widened to seven lanes in the 20 year plan. Traffic from this project comprises 1.1% of the total traffic at the intersection.

- Under total traffic conditions, Pierce Park Lane will have a peak hour directional flow well below the threshold for LOS D. No improvement is necessary.

- None of the internal roadways with front on housing are expected to incur a daily traffic of 1,000 vpd or more and should be classified as local roads.
**Staff Comments/Recommendations:** ACHD District Traffic Services and Planning Review staff has completed a review of the required traffic impact study and has found it to be in compliance with ACHD policy and standards.

Staff agrees with the findings and recommendations of the traffic impact study.

### 3. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Frontage</th>
<th>Functional Classification</th>
<th>PM Peak Hour Traffic Count</th>
<th>PM Peak Hour Level of Service</th>
<th>Existing Plus Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hill Road</td>
<td>0-feet</td>
<td>Minor Arterial</td>
<td>347</td>
<td>Better than “D”</td>
<td>Better than “D”</td>
</tr>
<tr>
<td>Pierce Park Lane</td>
<td>4,400-feet</td>
<td>Major Collector</td>
<td>126</td>
<td>Better than “D”</td>
<td>Better than “D”</td>
</tr>
<tr>
<td>Gary Lane</td>
<td>0-feet</td>
<td>Minor Arterial</td>
<td>377</td>
<td>Better than “D”</td>
<td>Better than “D”</td>
</tr>
<tr>
<td>Collister Drive</td>
<td>0-feet</td>
<td>Minor Arterial</td>
<td>308</td>
<td>Better than “D”</td>
<td>Better than “D”</td>
</tr>
<tr>
<td>36th Street</td>
<td>0-feet</td>
<td>Minor Arterial</td>
<td>315</td>
<td>Better than “D”</td>
<td>Better than “D”</td>
</tr>
<tr>
<td>State Street</td>
<td>0-feet</td>
<td>Principal Arterial</td>
<td>1,875</td>
<td>LOS “F”</td>
<td>LOS “F”</td>
</tr>
</tbody>
</table>

* Acceptable level of service for a five-lane principal arterial is “E” (1,770 VPH).

* Acceptable level of service for a two-lane minor arterial is “D” (550 VPH).

* Acceptable level of service for a three-lane minor arterial is “D” (720 VPH).

* Acceptable level of service for a two-lane collector is “D” (425 VPH).

* Acceptable level of service for a three-lane collector is “D” (530 VPH).

### 4. Average Daily Traffic Count (VDT)

**Average daily traffic counts are based on ACHD’s most current traffic counts.**

- The average daily traffic count for State Street east of Pierce Park Lane was 34,584 on 2/25/2015.
- The average daily traffic count for Hill Road east of Pierce Park Lane was 3,837 on 5/13/2015.
- The average daily traffic count for Pierce Park Lane south of Hill Road was 1,164 on 5/12/2015.
- The average daily traffic count for Gary Lane south of Hill Road was 5,993 on 5/12/2015.
- The average daily traffic count for Collister north of State Street was 6,026 on 8/13/2014.
- The average daily traffic count for 36th Street south of Hill Road was 5,553 on 5/12/2015.

### C. Findings for Consideration

1. **State Street Transit and Traffic Operations Plan (TTOP)**

   The TTOP study represents a major follow-on effort of the State Street Corridor Strategic Plan Study (February, 2004). The Strategic Plan considered a range of possible streetscape and
operational scenarios for State Street. This service plan is designed to provide a level of transit accessibility and improved transit travel times that could support TOD nodes along the corridor. Widening State Street to seven general-purpose lanes for the entire segment between 23rd Street and SH-16 would result in improved transit travel times.

2. Area Roadway

The segment of Pierce Park Lane, beginning at the curve going northeast to Sage Glenn Court is approximately 1.14-miles long, and is currently improved with 19 to 36-feet of pavement and 0 to 10-foot wide gravel shoulders within 56 to 64-feet of right-of-way. Sections of the road have extruded curbing on the north side. Topography in the area consists of varying slopes, elevation changes, and storm drainage/run-off areas. Pierce Park Lane at this location is located in the West Foothills Impact Fee Overlay Assessment District and is subject to Extraordinary Impact Fees. The roadway is utilized by bicyclists, pedestrians, equestrians, and motorized vehicles.

The applicant should be required to design and construct Pierce Park Lane to be improved to 30-feet of pavement and 3-foot wide gravel shoulders from approximately 230-feet east of the corner, north/northeast to Sage Glenn Court; though there are short segments of the road that cannot be constructed to 30-feet of pavement due to the terrain. A geotechnical study should be conducted as part of the design to determine the structural road section required to meet District policy.

As requested by the applicant, the improvements on Pierce Park Lane can be completed in phases. The first phase, in conjunction with approval from Boise Fire Department, should be limited to Phases 1 and 2 or 34 lots (building permits) as shown on the preliminary plat (Attachment 2). The improvements should start on the westerly portion of Pierce Park Lane approximately 230-feet east of the corner, extending beyond the first access a minimum of 50-feet. The second/final phase should be constructed in conjunction with Phase 3, or the phase including the 35th lot and/or the phase with the second and third accesses onto Pierce Park Lane.
As Pierce Park Lane is included in the West Foothills Impact Fee Overlay Assessment District, the District will reimburse the applicant for the design and construction of these improvements from available extraordinary impact fees.

The applicant should enter into a Cooperative Development Agreement with the District for the design, construction and reimbursement of the improvements to this roadway.

3. Pierce Park Lane
   a. Existing Conditions: Pierce Park Lane is improved with 2-travel lanes, varying pavement widths of 19 to 36 feet, and no curb, gutter or sidewalk abutting the site. There is varying widths of right-of-way of 40 to 90 feet of right-of-way for Pierce Park Lane (25 to 48 feet from centerline).

   b. Policy:
      Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

      Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

      ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. This segment of Pierce Park Lane is designated in the MSM as a Rural Collector with 30-feet of pavement and 3 to 4 feet wide gravel shoulders, within varying right-of-way as needed for drainage.

   c. Applicant Proposal: The applicant is proposing to construct Pierce Park Lane with two 12-foot travel lanes, 3-foot wide bike lanes, (30-feet pavement) and 3-foot wide gravel shoulders within the varied widths of right-of-way abutting the site.

   d. Staff Comments/Recommendations: Pierce Park Lane is designated as a Rural Collector in the MSM and is improved with 19 to 36-feet of pavement and 0 to 10-foot wide gravel shoulders within varied widths of right-of-way. Pierce Park Lane also has topography and drainage issues as it is located within the foothills.

      The applicant’s proposal meets the intent of the MSM for a Rural Collector and ACHD Policy and should be approved as proposed. The applicant should be required to construct Pierce Park Lane with two 11-foot travel lanes, 4-foot wide bike lanes, (30-feet pavement) and 3-foot
wide gravel shoulders within a minimum of 50-feet of right-of-way as terrain allows. There are short segments of the road that cannot be constructed to 30-feet of pavement. Phasing of improvements should be completed as outlined in Section 2, above.

4. Private Roads
   a. Private Road Policy: District policy 7212.1 states that the lead land use agencies in Ada County establish the requirements for private streets. The District retains authority and will review the proposed intersection of a private and public street for compliance with District intersection policies and standards. The private road should have the following requirements:
      • Designed to discourage through traffic between two public streets,
      • Graded to drain away from the public street intersection, and
      • If a private road is gated, the gate or keypad (if applicable) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

   b. Applicant Proposal: The applicant is proposing to construct 3 private roads onto Pierce Park Lane from the site. The roads are proposed to be located at approximately 546-feet east of the west property line; 1,708-feet east of the west property line; and 2,446-feet east of the west property line.

   c. Staff Comments/Recommendations: If the City of Boise approves the private roads, the applicant shall be required to pave the private roadways a minimum of 20 to 24-feet wide and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge. If private roads are not approved by the City of Boise, the applicant will be required to revise and resubmit the preliminary plat to provide public standard local streets in these locations.

   Street name and stop signs are required for the private road. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.

   ACHD does not make any assurances that the private road, which is a part of this application, will be accepted as a public road if such a request is made in the future. Substantial redesign and reconstruction costs may be necessary in order to qualify this road for public ownership and maintenance.

   The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:
      • Dedicate a minimum of 50-feet of right-of-way for the road.
      • Construct the roadway to the minimum ACHD requirements.
      • Construct a stub street to the surrounding parcels.

5. Tree Planters
   Tree Planter Policy: The District’s Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

6. Landscaping
   Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.
7. **Other Access**

Pierce Park Lane is classified as a collector roadway. Other than the access specifically approved with this application, direct lot access is prohibited to this roadway and should be noted on the final plat.

**D. Site Specific Conditions of Approval**

1. Construct Pierce Park Lane with two 11-foot travel lanes, 4-foot wide bike lanes, (30-feet of pavement) and 3-foot wide gravel shoulders within minimum 50-feet of right-of-way as terrain allows. IF constructed in phases, the first phase is limited to Phase 1 and 2 or 34 lots/building permits as shown in the preliminary plat below; and should be constructed from approximately 230-feet east of the corner, extending beyond the first access a minimum of 50-feet.

2. Construct the second/final phase of Pierce Park Lane from 50-feet beyond the first access to Sage Glen Court with two 11-foot travel lanes, 4-foot wide bike lanes, (30-feet of pavement) and 3-foot wide gravel shoulders within minimum 50-feet of right-of-way as terrain allows with the phase of the development that includes the 35th lot and/or the second access point onto Pierce Park Lane.

3. Enter into an Extraordinary Impact Fee Agreement with the District prior to signature of the first final plat.

4. Enter into a Development Agreement with the District for the design, construction and reimbursement of the improvements to Pierce Park Lane prior to signature of the first final plat.

5. Construct 3 private roads onto Pierce Park Lane from the site located 546-feet east of the west property line; 1,708-feet east of the west property line; and 2,446-feet east of the west property line.

6. Pave the private roadways a minimum of 20 to 24-feet wide and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge.

7. Payment of impacts fees are due prior to issuance of a building permit.


**E. Standard Conditions of Approval**

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).

2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.

3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant’s engineer should provide documentation of ADA compliance to District Development Review staff for review.

4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.

5. A license agreement and compliance with the District’s Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.

7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.

8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District’s Utility Coordinator at 387-6258 (with file numbers) for details.

9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.

10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.

11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.

12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

**F. Conclusions of Law**

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.

2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

**G. Attachments**

1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Request for Reconsideration Guidelines
Ada County Utility Coordinating Council

Developer/Local Improvement District
Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

1) Notification: Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.

2) Plan Review: The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.

3) Revisions: The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.

4) Final Notification: The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.
Development Process Checklist

Items Completed to Date:

☑ Submit a development application to a City or to Ada County
☑ The City or the County will transmit the development application to ACHD
☑ The ACHD Planning Review Section will receive the development application to review
☑ The Planning Review Section will do one of the following:

☐ Send a “No Review” letter to the applicant stating that there are no site specific conditions of approval at this time.
☑ Write a Staff Level report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
☑ Write a Commission Level report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

☐ For ALL development applications, including those receiving a “No Review” letter:

• The applicant should submit one set of engineered plans directly to ACHD for review by the Development Review Section for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
• The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.

☐ Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:
Construction (Non-Subdivisions)
☐ Driveway or Property Approach(s)

• Submit a “Driveway Approach Request” form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

☐ Working in the ACHD Right-of-Way

• Four business days prior to starting work have a bonded contractor submit a “Temporary Highway Use Permit Application” to ACHD Construction – Permits along with:
  a) Traffic Control Plan
  b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50’ or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)
☐ Sediment & Erosion Submittal

• At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

☐ Idaho Power Company

• Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

☐ Final Approval from Development Services is required prior to scheduling a Pre-Con.
Request for Reconsideration of Commission Action

1. **Request for Reconsideration of Commission Action**: A Commissioner, a member of ACHD staff or any other person objecting to any final action taken by the Commission may request reconsideration of that action, provided the request is not for a reconsideration of an action previously requested to be reconsidered, an action whose provisions have been partly and materially carried out, or an action that has created a contractual relationship with third parties.

   a. Only a Commission member who voted with the prevailing side can move for reconsideration, but the motion may be seconded by any Commissioner and is voted on by all Commissioners present.

   If a motion to reconsider is made and seconded it is subject to a motion to postpone to a certain time.

   b. The request must be in writing and delivered to the Secretary of the Highway District no later than 3:00 p.m. on the day prior to the Commission’s next scheduled regular meeting following the meeting at which the action to be reconsidered was taken. Upon receipt of the request, the Secretary shall cause the same to be placed on the agenda for that next scheduled regular Commission meeting.

   c. The request for reconsideration must be supported by written documentation setting forth new facts and information not presented at the earlier meeting, or a changed situation that has developed since the taking of the earlier vote, or information establishing an error of fact or law in the earlier action. The request may also be supported by oral testimony at the meeting.

   d. If a motion to reconsider passes, the effect is the original matter is in the exact position it occupied the moment before it was voted on originally. It will normally be returned to ACHD staff for further review. The Commission may set the date of the meeting at which the matter is to be returned. The Commission shall only take action on the original matter at a meeting where the agenda notice so provides.

   e. At the meeting where the original matter is again on the agenda for Commission action, interested persons and ACHD staff may present such written and oral testimony as the President of the Commission determines to be appropriate, and the Commission may take any action the majority of the Commission deems advisable.

   f. If a motion to reconsider passes, the applicant may be charged a reasonable fee, to cover administrative costs, as established by the Commission.
EXHIBIT C
To The Reserve at Deer Valley Cooperative Development Agreement

ACHD QC-QA Procedure

(Attached)
2012 ACHD Supplemental Specifications to the ISPWC

ACHD QC-QA Procedure

SECTION 100 – General Conditions

Add the following:

Ada County Highway District Quality Control and Quality Assurance Procedure

Definitions

Quality Assurance (QA) is defined as the process or set of processes used to measure and assure the quality of a product and/or workmanship. This encompasses ACHD’s oversight of the Developer’s/Contractor’s processes and materials. This includes review of the inspector, sampler, tester and laboratory qualifications (per ACHD Independent Assurance Program defined below); verifying the results of the quality control and process control testing; and inspecting for conformance to plans and specifications.

Quality Control (QC) is defined as the actions necessary to produce quality workmanship and materials. QC includes, but should not be limited to, inspection of the production and placement operations, quality control and process control testing and inspection of the finished product. QC is the responsibility of the Developer/Contractor. No separate payment will be made for this work. If quality control testing is not being performed at the required frequency, ACHD may stop production of work until the tests are supplied, or ACHD determines the work can proceed.

Quality Control Testing and Process Control Testing are defined as the testing and inspections conducted by the Developer/Contractor to determine if the construction materials have been produced and placed in compliance with the project specifications and applicable standards. Process control testing is conducted to demonstrate that the construction materials being produced and used continue to meet the requirements for the product.

Independent Assurance Program (IAP) is the process provided by ACHD, through trained and certified staff, to ensure that all testing is performed correctly and testing equipment is functioning and calibrated properly.

Acceptance is determined by the QA test results, in combination with the assurance that the Developer/Contractor has satisfied the specification requirements for materials quality and workmanship, with the exception of Superpave Hot Mix, as specified below. In addition to the specified testing results, visual inspection of the end product is also taken into consideration in
determining acceptance. Acceptance will be determined by ACHD. All samples required for QA testing will be supplied by the Developer/Contractor to ACHD. Prior to obtaining a sample for QA testing, ACHD shall be notified of when and where the sample will be taken from. ACHD will determine if it needs to witness the obtaining of the QA sample. Superpave Hot Mix acceptance shall be based on ACHD’s supplement to the ISPWC Section 814 under Part 4.2.

**Construction Testing and Inspection Responsibilities**

**Quality Control**

A. The Developer/Contractor shall be responsible for the Quality Control of all construction processes and materials quality. The Developer/Contractor will be responsible for quality throughout the construction process. Therefore, the Developer/Contractor must ensure that the materials and workmanship provided by themselves, Subcontractors, Suppliers, and Producers meet all pertinent specifications. All tests listed under Quality Control in the Minimum Testing Frequency Table are required for quality control, however only tests listed as Acceptance shall be used in determining pay.

B. The Quality Control laboratory must be approved by the Idaho Transportation Department. All testing personnel and facilities used by the Developer/Contractor must be currently certified by the Western Alliance for Quality Transportation Construction (WAQTC) and by the ACHD Independent Assurance Program. All test results must be supplied to ACHD the next working day after the test was performed. All Quality Control tests will be supplied to ACHD directly from the lab performing the tests. Tests results shall have the ACHD project/permit number listed and be sequential.

C. Quality Control Testing must occur in a random frequency and at a minimum, at the intervals specified in the table provided in the corresponding ISPWC sections. The Developer/Contractor shall determine the random locations. Upon request, documentation must be supplied showing how the random numbers/locations were determined by the Developer/Contractor. All random sampling for ACHD will be done by the Developer/Contractor and witnessed by an ACHD representative.

D. For gradation testing by the Developer/Contractor during production, each sample size shall be taken per AASHTO T2, except the sample size shall be doubled. The sample obtained shall be split in accordance with AASHTO T248, and half of it shall be marked with an ID number and tested by the Developer/Contractor. The other half of the sample shall be sealed in a canvas sack or plastic bucket, and marked with the ID number, stored in a weather protected container, and reserved for use in retesting if needed. Material shall be retained until written notification is given by ACHD that it can be discarded.

E. Acceptance, gradation, binder content and volumetrics for plant mix pavement and/or Superpave Hot Mix asphalt shall be performed on the loose mix sampled from the roadway, haul unit, or an approved sampling method at
the Hot Plant. At the start of each project the location for sampling shall be determined by ACHD and all samples for the project shall be obtained from that determined location. The hot mix sample used for asphalt binder content, gradation and volumetric testing shall be doubled in size. The sample shall be split in accordance with AASHTO R47 and half of the sample shall be used for the appropriate testing. The other half of the sample shall be sealed in a box, marked with the sample ID number, stored in a weather protected enclosure, and reserved for use in retesting if needed. Material shall be retained until written notification is given by ACHD that it can be discarded.

Quality Assurance

A. ACHD shall oversee the Developer’s/Contractor’s fulfillment of the QC requirements, and independently verify that the QC test results being submitted by the Developer/Contractor are representative of the workmanship and product quality. ACHD will also be responsible for determining general project acceptance based on conformance to the approved plan and specifications.

B. ACHD will perform random Quality Assurance testing at the intervals specified in Minimum Testing Frequency table.

C. Acceptance of material will be based on the Quality Assurance test performed by ACHD. If no QA test is performed, acceptance will be based on the QC tests results and inspections as determined by ACHD.

D. ACHD will perform random inspections of material storage and handling practices.

Dispute Resolution

A. The dispute resolution process is to resolve differences between the Developer/Contractor and ACHD when a disagreement regarding the test results occurs.

B. When a failing QA test occurs, production may be suspended until the differences are resolved and ACHD is satisfied.

C. ACHD may run one or more tests of the split material from the QC process to help resolve differences.

D. When ACHD and the Developer/Contractor are unable to resolve the differences, a Third Party prequalified independent lab shall be brought in to verify testing.

E. ACHD will hire the Third Party independent lab. If ACHD tests are found to coincide with the independent lab, ACHD will not grant additional contract time due to any delays in production and the Developer/Contractor shall bear the costs associated with the Third Party resolution. Likewise, if the Developers/Contractors tests are found to coincide with the independent lab,
ACHD will bear the costs associated with Third Party resolution and will grant additional time for any delay caused by this additional testing.

F. For hot mix density dispute testing, cores shall be obtained by the Third Party from the same locations as the nuclear gauge tests.

**Independent Assurance Program**

A. ACHD practices the standards of the Western Alliance for Quality Transportation Construction (WAQTC).

B. ACHD Independent Assurance personnel may observe testers and verify that the equipment and techniques used for the required testing are calibrated and performing accurately, per WAQTC. During construction, it may be necessary for an IAP representative to verify the reliability of the tester by witnessing sampling and testing, and by splitting samples and comparing results.

C. All independent testing laboratories to be used shall be pre-qualified by ACHD prior to construction. To request an inspection and certification, contact the ACHD Lab Coordinator at 387-6310 to schedule. Laboratories that are currently certified by the Idaho Transportation Department (ITD) can provide ACHD with their current certification as confirmation of qualification. In the event that the lab is ITD certified; a facility inspection by ACHD IAP personnel may still be required.

**Price Adjustment for Non-Compliant Materials or Products**

A. When material fails to meet the required specifications, they will be subject to a price adjustment or rejection. ACHD may also request a lengthened warranty period.

B. ACHD will, in its sole, discretion determine the price adjustment or rejection.

C. The determined price adjustment or rejection of material shall be applied to the quantity of material that is represented by the non-compliant test results, as outlined in the Minimum Testing Frequency table.

**Minimum Testing Requirements**

A. The requirements outlined herein are the established minimum acceptance requirements for materials used in standard applications and paid for under standard bid items. For special provision items, material used in non-standard, non-roadway, temporary applications, or small quantities of materials, alternative materials acceptance requirements will be determined as discussed herein or as specified in the contract documents, or as otherwise approved by ACHD. Material placed without appropriate testing shall be subject to a price deduction or rejected as determined by ACHD.
B. Minimum testing frequencies are included in the Minimum Testing Frequency table. The Developer/Contractor frequencies may only be altered by Change Order approved by ACHD. ACHD may elect to increase its own testing frequency at any time. Testing frequency should be increased when accepting material from newly developed sources or those with varying results.

C. Material source approval requirements are not listed in this document. All fill and aggregate material imported to the project must be obtained from ACHD or ITD approved materials sources.

D. Based on inspection and without regard for testing frequency, ACHD may isolate and reject obviously defective material.

E. When the material is not listed in the Minimum Testing Frequency table and not identified in the ISPWC, acceptance shall be determined by ACHD.

F. When the material is required by the Contract to meet a given specification, such as ASTM or AASHTO, acceptance of material will, at a minimum, require a manufacturer's certification. A partial list of such material is outlined in the List of Miscellaneous Material Accepted on the Basis of Manufacturer's Fabricator's Certification.

**Small Quantities**

A. ACHD may accept small quantities of certain materials without sampling and testing. The determination to accept materials using this provision rest solely with ACHD.

B. The following are not eligible for small quantity acceptance:
   i. Concrete with a specified strength of greater than 3000 psi.
   ii. Paving on the roadway with quantities above 100 ton.

C. Materials may be accepted as a small quantity if the estimated quantity is less than the minimum QC testing frequency. The small quantity exception may be used on pavement items such as; small patches, utility repairs, pavement placed outside the traveled way (driveways, approaches, mailbox turnouts, asphalt sidewalk and curb), and temporary pavement.

D. The minimum requirements that must be met for small quantities includes; approved sources, mix design, material certifications, inspection, and a core for density acceptance of mainline and intersection paving less than 100 tons.
### ACHD QC/QA TESTING FREQUENCY TABLE

All random sampling for ACHD will be done by the Developer/Contractor and witnessed by an ACHD representative.

<table>
<thead>
<tr>
<th>Column</th>
<th>ISPWC</th>
<th>Material</th>
<th>Acceptance By/Test Required</th>
<th>Quality Control Contractor</th>
<th>Quality Assurance ACHD</th>
<th>Test Method</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>202</td>
<td>Subgrade (Natural Ground)</td>
<td>QA / Density (1)*</td>
<td>Minimum 1 test per 5000 SY</td>
<td>Observation</td>
<td>AASHTO T 310 Method B</td>
<td>Per 202.3.B.C.2</td>
</tr>
<tr>
<td>B</td>
<td>202</td>
<td>Embankment</td>
<td>QA / Density (1)*</td>
<td>Minimum 1 test per 350 SY per lift</td>
<td>Minimum 1 test per 1000 SY per lift</td>
<td>AASHTO T 310 Method B</td>
<td>Per 202.3.B.B</td>
</tr>
<tr>
<td>C</td>
<td>202</td>
<td>Embankment</td>
<td>QA / Gradation</td>
<td>Minimum 1 per 3000 ton</td>
<td>Minimum 1 per 7500 ton</td>
<td>AASHTO T 27</td>
<td>Per 202.3.B.C.2</td>
</tr>
<tr>
<td>D</td>
<td>204/306</td>
<td>Trenches</td>
<td>QA / Density (1)*</td>
<td>Minimum 1 per 300 feet for each lift. Minimum 1 per lift for transverse trenches</td>
<td>Minimum 1 per 1000 feet. Minimum 1 for every 3 transverse trenches.</td>
<td>AASHTO T 310 Method B</td>
<td>Per Section 306</td>
</tr>
<tr>
<td>E</td>
<td>305</td>
<td>Bedding Type I,II,III</td>
<td>QA / Gradation Density</td>
<td>Minimum 1 per 3000 ton</td>
<td>Minimum 1 per 7500 ton</td>
<td>AASHTO T 27</td>
<td>Per 305.2 &amp; 305.3.B.10</td>
</tr>
<tr>
<td>F</td>
<td>703</td>
<td>Concrete (Fine Aggregates)</td>
<td>QA / Gradation</td>
<td>Each 1000 CY of concrete placed</td>
<td>Each 3000 CY of concrete placed</td>
<td>AASHTO T 11</td>
<td>Per 703.2.B.1.D.5</td>
</tr>
<tr>
<td>G</td>
<td>703</td>
<td>Concrete (Coarse Aggregates)</td>
<td>QA / Gradation</td>
<td>Each 1000 CY of concrete placed</td>
<td>Each 3000 CY of concrete placed</td>
<td>AASHTO T 27</td>
<td>Per 703.2.B.1.E.4</td>
</tr>
<tr>
<td>H</td>
<td>703</td>
<td>Concrete (specified strength of 3500 psi or greater)</td>
<td>QA / Slump Air Content</td>
<td>Test for slump &amp; air on first truck then for every 100 CY of each class of concrete placed</td>
<td>Minimum 1 per 300 CY of each class of concrete placed</td>
<td>AASHTO T 119</td>
<td>Per Section 703</td>
</tr>
<tr>
<td>I</td>
<td>703</td>
<td>Concrete (specified strength of 3500 psi or greater)</td>
<td>QA / Compressive Strength</td>
<td>Minimum one (1) set per 100 CY of each class of concrete placed; or one (1) per day, whichever frequency is greater</td>
<td>Minimum one (1) set per 300 CY of each class of concrete placed; or one (1) per day, whichever frequency is greater.</td>
<td>AASHTO T 22</td>
<td>Each set consists of (2) 28-day and (1) 7-day cylinders. Make the cylinders from loads that are tested for slump, air, etc.</td>
</tr>
<tr>
<td>J</td>
<td>703</td>
<td>Concrete (specified strength of 3000 psi or less)</td>
<td>QA / (if applicable) Slump Air Content</td>
<td>Test for slump &amp; air on first truck then for every 100 CY of each class of concrete placed</td>
<td>Minimum 1 per 300 CY of each class of concrete placed</td>
<td>AASHTO T 119</td>
<td>Per Section 703</td>
</tr>
</tbody>
</table>

QC/QA TESTING FREQUENCY TABLE
<table>
<thead>
<tr>
<th>Column</th>
<th>ISPWC</th>
<th>Material</th>
<th>Acceptance By/Test Required</th>
<th>Quality Control Contractor</th>
<th>Quality Assurance ACHD</th>
<th>Test Method</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>K</td>
<td>601</td>
<td>Uncrushed Aggregates</td>
<td>QA / Gradation (2)* SE</td>
<td>Minimum 1 per project</td>
<td>Minimum 1 per project</td>
<td>AASHTO T 11, AASHTO T 27, AASHTO T 176 (Method 2)</td>
<td>Per 801.2.2</td>
</tr>
<tr>
<td>L</td>
<td>801</td>
<td>Uncrushed Aggregates</td>
<td>QA / Density (1)*</td>
<td>1 test per 500 linear feet of roadway for each lift, based on two travel lanes</td>
<td>1 test per 1000 linear feet of roadway for each lift</td>
<td>AASHTO T 310 Method B</td>
<td>Per 202.3.8</td>
</tr>
<tr>
<td>M</td>
<td>802</td>
<td>Crushed Aggregates</td>
<td>QA / Gradation SE Fractured Face (5)*</td>
<td>Minimum 1 per 3000 ton or 1 per project, whichever frequency is greater</td>
<td>Minimum 1 per 5000 ton</td>
<td>AASHTO T 11, AASHTO T 27, AASHTO T 176 (Method 2) TP 61</td>
<td>Per 802.2.2</td>
</tr>
<tr>
<td>N</td>
<td>802</td>
<td>Crushed Aggregates</td>
<td>QA / Density</td>
<td>1 test per 500 linear feet of roadway based on two travel lanes, 1 test per 500 linear feet for curb/gutter/sidewalk</td>
<td>1 test per 1000 linear feet of roadway</td>
<td>AASHTO T 310 Method B</td>
<td>Per 202.3.8</td>
</tr>
<tr>
<td>O</td>
<td>803</td>
<td>Plant Mix Superpave Aggregates (Cold Feed) (5)*</td>
<td>QC / Gradation SE Fractured Face</td>
<td>One (1) sample at start of project, then 1 test per each 3000 tons.</td>
<td>1 test per project</td>
<td>AASHTO T 11, AASHTO T 27, AASHTO T 176 (Method 2) TP 61</td>
<td>Per 803.2.2</td>
</tr>
<tr>
<td>P</td>
<td>805</td>
<td>Plant Mix Superpave performance grade binder</td>
<td>QA / Sampling Presence of Anti-Strip</td>
<td>One sample for each shift that hot mix is produced and supplied to ACHD for testing</td>
<td>Additional samples taken at ACHD discretion.</td>
<td>AASHTO T 40 Idaho T 99 (color only)</td>
<td>One sample consists of three (3) one-quart metal cans.</td>
</tr>
<tr>
<td>Q</td>
<td>810</td>
<td>Plant Mix Pavement / Superpave HMA SP-1 and SP-2</td>
<td>QA / Sampling Asphalt Content Gradation</td>
<td>One (1) sample per 750 tons or one (1) sample per day, whichever frequency is greater</td>
<td>Each 1500 Tons</td>
<td>AASHTO T 168 AASHTO T 308 AASHTO T 30</td>
<td>Per 810.3.13.8</td>
</tr>
<tr>
<td>R</td>
<td>810</td>
<td>Plant Mix / Superpave Recycled Asphalt Pavement (RAP)</td>
<td>QC / Sampling Asphalt Content Gradation</td>
<td>One (1) sample at start of project, then 1 test per each 3000 tons.</td>
<td>Additional samples taken at ACHD discretion.</td>
<td>AASHTO T 168 AASHTO T 308 AASHTO T 30</td>
<td>Per 810.3.1A.11.e</td>
</tr>
<tr>
<td>Column</td>
<td>ISPWC</td>
<td>Material</td>
<td>Acceptance By/Test Required</td>
<td>Quality Control Contractor</td>
<td>Quality Assurance ACHD</td>
<td>Test Method</td>
<td>Requirement</td>
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<tr>
<td>S</td>
<td>810/814</td>
<td>Plant Mix Pavement / Superpave Hot Mix Asphalt</td>
<td>QC / Correlating density gauge (Cores)</td>
<td>Densometers must be correlated to cores on first day of paving, design change or change in underlying material. Minimum 3 cores for quantities up to 750 tons, minimum 5 cores over 750 tons that day.</td>
<td>Densometers must be correlated to cores on first day of paving, design change or change in underlying material. Minimum 3 cores for quantities up to 750 tons, minimum 5 cores over 750 tons that day.</td>
<td>AASHTO T 166 Method C</td>
<td>Compare core density results with the corresponding gauge reading to attain a correlation.</td>
</tr>
<tr>
<td>T</td>
<td>810/814</td>
<td>Plant Mix Pavement / Superpave Hot Mix Asphalt</td>
<td>QA / Asphalt depth (Cores)</td>
<td>One (1) core every 750 tons or two (2) cores per road section, whichever is greater. Maximum 4 inch diameter</td>
<td>Additional samples taken at ACHD discretion</td>
<td>NA</td>
<td>Per 814.6.1</td>
</tr>
<tr>
<td>U</td>
<td>810/814</td>
<td>Plant Mix Pavement / Superpave Hot Mix Asphalt</td>
<td>QC / Density using correlated nuclear gauge</td>
<td>One (1) test every 100 ton of HMA paved</td>
<td>One (1) test every 300 ton of HMA paved</td>
<td>WAQTC TM-8</td>
<td>No greater than 96% and no less than 92% of the Max. Theo. Density from JMF</td>
</tr>
<tr>
<td>V</td>
<td>814</td>
<td>Superpave Hot Mix Asphalt / SP-3 through SP-6</td>
<td>CONTROL Gradation VFA DP QC ACCEPTANCE / VMA</td>
<td>One (1) sample per 750 tons or one (1) sample per day, whichever frequency is greater</td>
<td>One (1) sample per 1500 tons</td>
<td>AASHTO T 168 AASHTO T 308 AASHTO T 30 AASHTO T 312 AASHTO T 209 AASHTO T 166</td>
<td>Each sample must be at least 80 lbs - Results must meet Section 814.2.2</td>
</tr>
</tbody>
</table>

1) When additional test results are needed to determine if an exception, including acceptance and crack patch, see 812-92E.  
2) The final sample size for any models will be determined based on the material mixtures anticipated. The method in Section 812.21 may be used to determine the minimum sample size.  
3) This test must be conducted for asphalt cores and full section cores with a 4 inch cutting grade.  
4) If PAV is provided, most current test requirements reflect addition of PAV.
<table>
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<tr>
<th>List of Miscellaneous Material Accepted on the Basis of Manufacturer's or Fabricator's Certification</th>
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<tr>
<td>Bearing Pads and Plates</td>
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<tr>
<td>Brick and Block, Masonry</td>
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<td>Bridge Rail, Metal</td>
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<tr>
<td>Cement</td>
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<tr>
<td>Concrete Admixtures</td>
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<tr>
<td>Concrete, Rapid Set</td>
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<tr>
<td>Delineators and Mileposts</td>
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<tr>
<td>Dowel Bars and Tie Bars for Concrete Pavement</td>
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<td>Dust Oil</td>
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<tr>
<td>Electrical</td>
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<tr>
<td>Epoxies</td>
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<td>Epoxy Patch</td>
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<tr>
<td>Fiber</td>
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<tr>
<td>Hydraulics</td>
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<tr>
<td>Geocelluloses</td>
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<tr>
<td>Guard Rail and Posts</td>
</tr>
</tbody>
</table>

* All random sampling for ACHD will be done by the Developer/Contractor and witnessed by an ACHD representative.