TO: ACHD Commission

FROM: Gary Inselman, Manager
Development Services

SUBJECT: Request to Accept Right-of-Way Dedication
Harris Ranch Specific Area Plan/Dallas Harris Estates Subdivision
Commission Meeting: September 21, 2011

Facts & Findings

1. ACHD acted on the Harris Ranch Specific Area Plan April 10, 2007.

2. As part of the Specific Area Plan Harris Ranch proposed to relocate the arterial through Barber Valley south of the existing Warm Springs Avenue.

3. The ACHD action on the Harris Ranch No. 11 preliminary plat required the dedication of the right-of-way for the western most segment of the arterial.

4. Harris Ranch deeded the western most portion of the future right-of-way to ACHD February 4, 2010. This dedication was done in conjunction with the utility extensions required for the development of Dallas Harris Estates Subdivision No. 1, the first phase of the Harris Ranch Specific Area Plan and Harris Ranch No. 11 preliminary plat. The right-of-Way was necessary for the construction of the water and sewer lines to serve the first phase of the development.

5. May 11, 2010, Boise City formed the Harris Ranch Community Infrastructure District (CID) to fund a portion of the infrastructure being installed with the development. On June 22, 2010, the District Board and City annexed the eastern portion of the Harris Ranch Development into the CID.

6. On May 18, 2011, ACHD accepted as unopened right-of-way, the dedication of the portion of the Parkway that was previously dedicated on February 4, 2010.

7. ACHD has received a request from the developers of Harris Ranch for ACHD to formally accept the dedication of right-of-way for the eastern portion of the future southern arterial by providing a written acceptance of the unopened right-of-way. This written acceptance allows Harris Ranch to be reimbursed for the value of the right-of-way from the CID.

8. ACHD staff and the Harris Family Limited Partnership have negotiated a Property Dedication Agreement to specify the obligations, responsibilities and liabilities of each party.

9. The area to be dedicated is more particularly described in the legal description attached to the Property Dedication Agreement as exhibit A.

10. The form and content of the Property Dedication Agreement has been reviewed and approved by the ACHD Legal Department.
Fiscal Implications
Acceptance of the right-of-way dedication does not obligate ACHD to fund any portion of the design and construction of the roadway. Harris Ranch shall be solely responsible to design and construct the future road to ACHD standards, as required in the development approvals.

Recommendation
Approve the request to accept the right-of-way dedication and authorize the Commission President to sign the Property Dedication Agreement on behalf of ACHD.

Attachments
Property Dedication Agreement
PROPERTY DEDICATION AGREEMENT
Harris Ranch Limited Partnership

This PROPERTY DEDICATION AGREEMENT (“Agreement”) is made and entered into this 21st day of September 2011 (“Effective Date”), by and between the ADA COUNTY HIGHWAY DISTRICT (“ACHD”), a highway district created pursuant to the laws of the State of Idaho, whose address for purposes of notice is 3775 Adams Street, Garden City, Idaho 83714, and the HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership (“Developer”), whose address for purposes of notice is 2710 Shady Lane, Boise, Idaho 83716. ACHD and the Developer are collectively referred to herein as the “parties.”

RECITALS AND AGREEMENT

A. Developer obtained approval for the Harris Ranch Specific Plan Area development in Boise, Idaho, which is generally depicted on the attached Exhibit “A”. Specifically, ACHD approved the Developer’s Specific Area Plan SP01 (the “Plan”) on April 10, 2007 and the City of Boise (“City”) approved the Plan on December 11, 2007. The Plan requires the Developer to complete construction of the planned future East Warms Springs Parkway (“Parkway”) within an 8.46 acre area legally described and depicted on Exhibit “B” (the “Property”). A summary of the required phasing for the completion of the Parkway is identified on Exhibit “A.” On April 16, 2008, ACHD approved the Harris Ranch No. 11 (renamed Dallas Harris Estates Preliminary Plat 1), which requires the Developer to improve the Parkway, including the dedication of the right-of-way for the western most segment of the arterial. The City required the Developer to improve the first western segment between the first two western roundabouts no later than July 2014 (hereinafter collectively referred to as “Approvals”). The Approvals require the Developer to improve the Property for the future Parkway, including the dedication of Property to ACHD.

B. On February 4, 2010, Developer deeded a portion of Property necessary for the proposed Parkway. The dedication was completed in conjunction with the utility extensions required for the development of Dallas Harris Estates Subdivision No.1 (the first phase of the Plan and the Dallas Harris Estates Preliminary Plat 1). This dedication was necessary for the construction of the water and sewer lines to serve the first phase of the Harris Ranch Development.

C. On May 11, 2010, the City formed the Harris Ranch Community Infrastructure District (“CID”). On June 22, 2010, the CID Board and City annexed the eastern portion of the Harris Ranch Development into the CID.

D. In October 2010, Developer requested ACHD to consider the acceptance of an early dedication of the Property to facilitate funding through the CID.

E. On May 25, 2011, ACHD accepted the dedication of the portion of the Parkway that was previously dedicated on February 4, 2010 as an unopened right-of-way. The purpose of ACHD’s formal acceptance was to facilitate reimbursement to the Developer from the CID for the previously dedicated right-of-way.
F. On or about May 11, 2011, the Developer requested that ACHD formally accept the dedication of the Property.

G. On May 18, 2011, the Developer provided ACHD with the Phase I Environmental Site Assessment prepared by Resources Systems, Inc. (the “RSI Report”). On May 23, 2011, Materials Testing & Inspection (“MTI”) finalized its review of the RSI Report. MTI concluded that the RSI Report raised reasonable concerns involving environmental risk to the Property from recognized environmental conditions. MTI recommended a complete Phase I Environmental Site Assessment for the Property.

H. On June 6, 2011, MTI issued the Phase I Environmental Site Assessment for the Property (“MTI Report”). The MTI Report recommended a limited subsurface investigation to identify potential contaminants and petroleum products within the scope of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§ 9601 et seq. (“CERCLA”). In addition, the MTI Report recommended the removal of existing asbestos pipe.

I. On June 17, 2011, MTI issued the Limited Subsurface Investigation and REM-I Evaluation, which identified the existence of petroleum contamination on the Property. The Developer reported the result to the Idaho Department of Environmental Quality (“DEQ”) for the development and administration of an approved remediation plan in accordance with Idaho law.

J. On September 6, 2011, the DEQ notified the Developer in writing (a true and correct copy of which is attached hereto as Exhibit “C”) that approximately 1250 cubic yards of petroleum impacted soils had been excavated in the area of the former sawmill on the Property, that soil and groundwater samples had been collected, and that DEQ would not require any additional assessment or corrective action for the petroleum impacted area discovered near the former sawmill that lies within the Property. Non-residential and construction workers were identified by DEQ as the receptors and commercial properties located 400 feet west/northwest of the former sawmill were identified by DEQ as the points of compliance and exposure.

K. The parties believe that early dedication of the Property is desirable in order to preserve the corridor for the future East Warm Springs Parkway and to facilitate funding to the Developer through the CID. The parties agree that this Agreement is in the public interest.

L. The parties are authorized to enter into this Agreement pursuant to Idaho Code 40-202, as well as other Idaho law including, but not limited to, Title 40 of Idaho Code, and Idaho Code Sections 40-1309, 40-1310, and 40-1313.

NOW, THEREFORE, for and in consideration of the mutual covenants and consideration in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEDICATION AND ACCEPTANCE OF PROPERTY

1.1 Dedication of Property. Subject to the terms and conditions of this Agreement, the Developer shall dedicate to ACHD the real property depicted in attached Exhibit “B” at no cost to ACHD.
1.2 **ACHD Acceptance.** ACHD agrees to accept the Property as an unopened right-of-way in accordance with Idaho Code 40-202. The acceptance shall be memorialized by this Agreement and in the letter form shown in Exhibit “E” attached hereto. Acceptance of the Property does not obligate ACHD to design, construct or otherwise improve the Parkway or the Property. ACHD reserves the right and full authority to abandon the Property in accordance with Idaho Code 40-203. In addition, ACHD reserves all rights and interest to require alternative improvements or alignments to the existing Warms Springs Avenue in lieu of the construction of the Parkway.

1.3 **Conveyance of Title.** The Developer agrees to convey fee simple title to the Property by Warranty Deed in the form attached hereto as Exhibit “D” free of all liens, monetary encumbrances and environmental liabilities. Title to the Property shall be marketable and insurable and shall be free and clear of all liens, encumbrances, and restrictions. Title to the Property shall be conveyed subject to taxes and assessments not now due and payable, easements and covenants of record, and the rights of property owners adjoining east or west of the Property.

1.4 **Possession.** Developer shall deliver actual and exclusive possession of the Property at Closing.

1.5 **Assumption of Obligations.** The Developer acknowledges that ACHD may not assume or take the Property subject to certain debts, obligations, or liabilities. Any and all debts, obligations and liabilities, contingent or otherwise, which are not expressly assumed by ACHD are retained by the Developer.

1.6 **Closing.** The closing of this transaction shall occur without escrow and shall be evidenced by the recordation of this Agreement and the Deed by ACHD. The parties agree that such recordation and closing shall occur within three (3) business days following the mutual execution of this Agreement. ACHD shall provide a copy of the recorded Agreement and Deed to Developer as soon as practicable following closing.

SECTION 2.
REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER

The Developer represents and warrants to, and covenants with ACHD as follows:

2.1 **Authority of the Developer.** The execution, delivery, and consummation of this Agreement by the Developer has been duly approved in accordance with applicable law and any documents or instruments governing the Developer.

2.2 **Consents.** No approval or consent of any person, firm, or other entity is required to be obtained by the Developer to permit it to consummate this Agreement.

2.3 **Taxes.** The Developer represents and warrants to ACHD that all 2010 real estate taxes and irrigation assessments against the Property have been paid and that no portion of the Property is, or as of the date of closing will be, affected by any general, special, or other assessments which remain unpaid or which constitute or which could mature into a lien on the Property.
2.4 **Property Ownership.** The Developer owns and possesses all right, title, and interest in and to the Property free and clear of all covenants, conditions, easements, liens, and encumbrances.

2.5 **No Litigation.** There is no equitable, legal, or administrative suit, action, arbitration, or other proceedings pending or threatened against or affecting the Developer or the Property.

SECTION 3.
ENVIRONMENTAL

3.1 **Hazardous Substances.** The terms “hazardous substance,” “release,” and “removal” shall have the definition and meaning as set forth in Title 42 U.S.C. § 9601 (or the corresponding provision of any future law); provided, however that the term “hazardous substance” shall include “hazardous waste” as defined in Title 42 U.S.C. § 6903 (or the corresponding provision of any future law) and “petroleum” as defined in Title 42 U.S.C. § 6991 (or the corresponding provision of any future law). The term “superfund” shall mean the Comprehensive Environmental Response, Compensation and Liability Act, Title 42 U.S.C. §§ 9601, et seq. (or the corresponding provision of any future law) and any similar statute, ordinance, rule or regulation of any state or local legislature, agency or body. The term “underground storage tank” shall have the definition and meaning as set forth in Title 42 U.S.C. § 6991 (or the corresponding provision of any future law); provided, to the extent that the laws of the State of Idaho establish definitions of the terms herein which are broader than those specified under federal law, such broader meaning shall apply.

3.2 **Environmental Representations and Warranties.** The Developer represents and warrants to, and covenants with, the ACHD that:

3.2.1 neither the Property nor the Developer are currently in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any applicable federal, state or local laws, regulations or ordinances pertaining to health, safety or the environment, including without limitation the CERCLA, as amended by the Superfund Reauthorization Act, the Resource Conservation and Recovery Act, as amended, the Clean Water Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, the Toxic Substances Control Act, the Clean Air Act, the Emergency planning and Community Right-to-Know Act, the Hazardous Materials Transportation Act, Centers for Disease Control guidelines, the Idaho Solid Waste Disposal Act, and all analogous or related laws, and this representation and warranty would continue to be true and correct following disclosure to the applicable government authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property;

3.2.2 the Property is not contaminated with any hazardous substance;

3.2.3 the Developer has not caused and will not cause the release of any hazardous substances on the Property;

3.2.4 other than the petroleum release acknowledged herein and addressed by DEQ in Exhibit “C”, there has never occurred a release of hazardous substances on the Property;
3.2.5 the Property is not subject to any pending, threatened, or likely federal, state, or local “superfund” lien, proceedings, claim, liability, or action for the cleanup, removal, or remediation of any hazardous substance from the Property;

3.2.6 there is no asbestos on the Property;

3.2.7 there is no underground storage tank on the Property;

3.2.8 by dedication of the Property, ACHD will not incur or be subject to any “superfund” or other federal, state or local liability for the cleanup, removal, or remediation of any hazardous substance from the Property;

3.2.9 by dedication of the Property, the ACHD will not incur or be subject to any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property; and

3.2.10 the Property and the uses conducted on the Property are in compliance with all applicable environmental laws, codes, and regulations.

3.3 Environmental Compliance. In addition to Developer’s other obligations set forth herein, Developer shall be solely responsible for complying with all federal, state, and local environmental laws applicable to the development and construction of the Parkway and the Property.

3.4 Indemnification. Developer agrees to and will indemnify and hold harmless ACHD, its elected officials, officers, employees, agents and other representatives against and agrees to defend the same from any claims arising or resulting from conditions in, on, under or about the Property, including but not limited to any additional investigation or remediation of environmental conditions or liabilities, whether or not such conditions or liabilities existed or were known at the time of closing.

3.5 Environmental Representations, Warranties and Indemnification Survive Closing. Environmental Representations and Warranties and Indemnification shall survive closing in perpetuity, and in the event of breach, ACHD shall be entitled to seek any and all available remedies at law or in equity.

SECTION 4.
DEVELOPER’S CONTINUING OBLIGATIONS

4.1 Duty to Maintain Property. Before and after closing, Developer shall not use the Property for any purpose other than preparation for development or construction of the Parkway. Developer shall remove any debris, containers, structures or other materials from the Property and shall keep the Property free and clear of any such materials until the Developer undertakes the construction of the Parkway in accordance with applicable Approvals.

4.2 Duty to Comply with Existing and Any Future Approvals. Nothing in this Agreement is intended to relieve the Developer of any other obligation it may have with respect to Approvals nor does this Agreement intend to control or otherwise alter such other obligations
regarding the Approvals, and, as such, any failure by Developer to comply with such other obligations may be deemed to constitute a breach of this Agreement.

4.3 Acknowledgment. Notwithstanding any other provision of this Agreement, Developer acknowledges as follows: (i) This Agreement does not affect the Approvals or the rules and regulations that the Developer must comply with in order to construct the Parkway and implement all Approvals; (ii) Any future applications or requests to ACHD will be governed by rules and regulations in effect at the time of such request; (iii) ACHD is not bound by this Agreement to any greater extent than by the Approvals; (iv) Nothing in this Agreement shall be construed to allow Developer any waiver or relief from any of the processes, rules and regulations that the Developer must follow in order to comply with and implement the Approvals or to obtain any future approvals from the ACHD; (v) Nothing herein shall be construed to grant any legal entitlement or vest any right to the Developer; (vi) Nothing in this Agreement shall be construed to create any monetary liability against ACHD and (vii) Nothing in this Agreement shall be construed to provide any claim or benefit to a third party.

4.4 Developer Assumes Risk. Developer acknowledges that any and all risk associated with the Property and the development of the Parkway lies solely with the Developer. ACHD shall not accept the completed Parkway if the Property or any improvements on the Property are contaminated by any hazardous substance or other environmental contamination. In the event ACHD accepts the constructed Parkway, ACHD shall only be liable for ACHD negligent acts, omissions or hazardous substances released during the public’s use of the Parkway.

4.5 Parkway. Developer assumes all risks and acknowledges that it is solely responsible for ensuring that the Parkway is constructed. Developer shall be responsible for obtaining all approvals required for the Parkway. The development and construction of the Parkway shall be performed in accordance with any and all applicable laws, ordinances, regulations, policies, procedures, and guidelines, including but not limited to guidelines for state and local highways. The Developer acknowledges and agrees that it is solely responsible to construct the Parkway to ACHD’s standards. Developer accepts all the risk of liabilities and costs associated with the construction of the Parkway, including but not limited to additional environmental remediation, wetlands mitigation, and any other conditions presently known or unknown.

4.6 Performance. Developer shall not be excused from performance under this Agreement due to any additional investigation, remediation or mitigation requirements. Developer shall not be excused or relieved of any requirements imposed under the existing or any future approvals. Failure to comply with any applicable present or future approvals will be deemed a breach of this Agreement and will entitle ACHD to seek all available remedies at law or equity.

4.7 Modification. Developer shall not be excused from completing the Parkway within the time frames imposed by the Approvals. Developer may apply to the ACHD to modify or amend the time frame for the completion of the Parkway. ACHD’s consent shall not be unreasonably withheld.
4.8 **Financing.** Nothing in this Agreement is intended to restrict or limit, nor may it be deemed to imply a restriction or limitation upon the ability of Developer to pursue either public or private financing to complete the Parkway, or any combination thereof, as determined by Developer in its sole and absolute discretion, subject to applicable law. ACHD shall not accept the completed Parkway if the Property or any improvements on the Property are encumbered by a security interest or any other lien or encumbrance.

SECTION 5.
REMEDIES

5.1 **Default by Developer.** If Developer defaults with regard to the Approvals of this Agreement and/or the commencement or completion of the Parkway beyond the expiration of any required period, ACHD may exercise all legal and equitable remedies and any other remedies to which it is entitled, including but not limited to, the abandonment of the Property under Idaho Code 40-203. Developer agrees and acknowledges that ACHD reserves all rights to require alternative improvements or alignments to the existing Warms Springs Avenue.

5.2 **Default by ACHD.** If ACHD defaults in the performance of its obligations under the terms and provisions of this Agreement in the time and manner required herein, Developer shall only be entitled to non-monetary damages remedies, such as specific performance, declaratory relief, and injunctive relief.

5.3 **Attorneys’ Fees.** Should any party find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, the unsuccessful party in any final judgment or award entered therein shall reimburse the prevailing party for all reasonable costs, charges and expenses, including reasonable 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 6.
OTHER PROVISIONS

6.1 **Notices.** All notices, requests, consents, approvals, payments in connection with this Agreement, or communications that either party desires or is required or permitted to give or make to the other party under this Agreement shall only be deemed to have been given, made and delivered, when made or given in writing and personally served, or deposited in the United States mail, certified or registered mail, postage prepaid, or sent by reputable overnight courier (e.g., FedEx) and addressed to the parties as follows:

**ACHD:**
Ada County Highway District  
Attn: Gary Inselman  
3775 North Adams Street  
Garden City, Idaho 83714-6447

**DEVELOPER:**
Harris Family Limited Partnership  
c/o Lenir Ltd.
Notice shall be deemed given upon actual receipt (or attempted delivery if delivery is refused), if personally delivered or rejected.

6.2 Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho.

6.3 Jurisdiction. The state courts of the state of Idaho shall have exclusive jurisdiction of any suit, dispute, claim, demand, controversy, or cause of action that the parties may now have or at any time in the future claim to have based in whole or in part or arising from the negotiations, execution, interpretation, or enforcement of this Agreement. The parties submit to the in personam jurisdiction of the State, to venue in the state courts within the State, and consent to service of process being affected upon them by certified mail sent to the addresses set forth in this Agreement.

6.4 Entire Agreement. This Agreement and the exhibits hereto 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, whether written or oral, except as specifically set forth herein.

6.5 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 each party hereto. In the event that all or any part of this Agreement is judicially found or declared to be unenforceable or contrary to applicable law, the parties agree to modify the terms hereof to the slightest extent possible to cause the Agreement to be enforceable and consistent with applicable law.

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

6.7 Successors and Assigns; Survival. This Agreement may be assigned upon written consent of the parties and such consent shall not be unreasonably withheld. All provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns and shall survive any transfer or assignment by a party or their heirs, successors or assigns. This Agreement shall remain effective notwithstanding the expiration, cancellation, termination or completion of this Agreement as may be necessary for any party to enforce the terms and provisions of this Agreement.
6.8 **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.

6.9 **Time of the Essence.** Time shall be of the essence for all events and obligations to be performed under this Agreement.

6.10 **Constitutional Debt Limitation.** Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.

6.11 **Representation of Counsel.** Both parties have been represented by counsel and neither party shall be deemed to be the drafter of the document for purposes of interpreting an ambiguity against the drafter.

6.12 **Survival.** All the terms and conditions of this Agreement shall survive the delivery and recordation of the Deed.

6.13 **Recitals and Exhibits Incorporated by Reference.** The Recitals, Approvals and Exhibits of this Agreement are incorporated by reference into this Agreement.

6.14 **Further Acts and Cooperation.** The parties shall deliver to the other, from time to time, for no additional consideration and at no additional cost to the requesting party, such further information, plans, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Agreement and to allow each party fully to exercise its obligations and enjoy its rights accorded by this Agreement. Without limiting the foregoing, Developer agrees to provide and to authorize ACHD use of any and all information, documentation or other records that relate to the Property, including, but not limited to, environmental assessments, title reports, surveys, wetlands delineations, mitigation plans, or any information associated with the Property.

6.15 **Independent Party.** The relationship between the Parties shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes. In performing any of their obligations hereunder, the Developer is an independent party and shall discharge its contractual obligations at their own risk. The Parties agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.

6.16 **No Third Party Beneficiary Rights.** This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

6.17 **Recordation.** This Agreement shall be recorded in the Ada County Recorders office immediately upon the adoption and execution of the Agreement by all parties.
[End of text. Signatures and Exhibits A, B, C, D and E follow.]
IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

**DEVELOPER:**
HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership

By: Harris Management Company, LLC, its General Partner

**MEMBERS:**

Brian R. Harris  
Class A

Mildred H. Davis  
Class B

Felicia H. Burkhalter  
Class C

Alta M. Harris  
Class D

**MANAGERS:**

Brian R. Harris  
Class A Manager

Mildred H. Davis  
Class B Manager

Felicia H. Burkhalter  
Class C Manager

Alta M. Harris  
Class D Manager
ACHD:
ADA COUNTY HIGHWAY DISTRICT, a highway district created under the laws of the state of Idaho

By:
Its:

EXHIBITS:
A – Legal Description and Graphic Depiction
B – Graphic Depiction of Future East Warm Springs Parkway
C – DEQ Letter to Harris Ranch
D – Warranty Deed
E – ACHD Acceptance of Unopened Right-of-Way Letter
STATE OF IDAHO )
 ) ss.
County of Ada )

On this ______ day of ____________, 2011, before me, a Notary Public in and for the State of Idaho, personally appeared ________________________, known to me to be the ________________________ of the Ada County Highway District, a division of the State of Idaho, and the person whose name is subscribed to the within 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 first above written.

____________________________________
Notary Public for Idaho
Residing at: _________________________
My commission expires: _________________

STATE OF ________________ )
 ) ss.
County of ________________ )

On this _____ day of __________________, 2011, before me, a Notary Public in and for the State of ________________, personally appeared ________________________, known or identified to me to be a ________________________ in the Harris Family Limited Partnership and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

____________________________________
Notary Public for Idaho
Residing at: _________________________
My commission expires: _________________
EXHIBIT A

Harris Ranch Specific Plan Area
EXHIBIT B

Legal Description and Graphic Depiction
EXHIBIT “A”

DESCRIPTION FOR
E. WARM SPRINGS PARKWAY DEDICATION

A parcel of land being located in portions of the Northwest 1/4 of Section 29 and the Northeast 1/4 of Section 30, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap monument marking the Northeast corner of said Section 30 from which a brass cap monument marking the North 1/4 corner of said Section 30 bears North 88°37’14” West, 2642.54 feet; Thence South 67°08’20” West, 1296.39 feet to the most easterly corner of that certain parcel of land described in Warranty Deed Instrument No. 110026866, Official Records of said Ada County, being also the REAL POINT OF BEGINNING;

Thence 185.43 feet along the arc of a curve to the left, having a radius of 2,985.50 feet, a central angle of 3°33’31” and a long chord which bears South 54°34’51” East, a distance of 185.40 feet;

Thence South 56°21’37” East, 241.43 feet to the beginning of a curve to the right;

Thence 335.66 feet along the arc of said curve to the right, having a radius of 10,097.00 feet, a central angle of 1°54’17” and a long chord which bears South 55°24’28” East, a distance of 335.65 feet;

Thence South 54°27’20” East, 153.50 feet to the beginning of a curve to the left;

Thence 315.79 feet along the arc of said curve to the left, having a radius of 4,364.50 feet, a central angle of 4°08’44” and a long chord which bears South 56°31’42” East, a distance of 315.71 feet to the beginning of a reverse curve;

Thence 928.20 feet along the arc of said reverse curve, having a radius of 7,387.53 feet, a central angle of 7°11’56”, and a long chord which bears South 55°00’06” East, a distance of 927.60 feet to the beginning of a reverse curve;

Thence 71.75 feet along the arc of said reverse curve, having a radius of 451.50 feet, a central angle of 9°06’17”, and a long chord which bears South 55°57’16” East, a distance of 71.67 feet;

Thence South 60°30’24” East, 203.94 feet to the beginning of a curve to the left;

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Thence 700.74 feet along the arc of said curve to the left, having a radius of 738.00 feet, a central angle of 54°24'13", and a long chord which bears South 87°42'30" East, a distance of 674.72 feet;

Thence North 65°05'23" East, 45.95 feet to the beginning of curve to the left;

Thence 96.11 feet along the arc of said curve to the left, having a radius of 353.00 feet, a central angle of 15°35'57", and a long chord which bears North 57°17'25" East, a distance of 95.81 feet;

Thence North 49°29'27" East, 262.95 feet to the beginning of a curve to the left;

Thence 62.71 feet along the arc of said curve to the left, having a radius of 903.00 feet, a central angle of 3°58'45", and a long chord which bears North 47°30'04" East, 62.70 feet to the beginning of a compound curve;

Thence 179.99 feet along the arc of said compound curve, having a radius of 1,503.00 feet, a central angle of 6°51'41", and a long chord which bears North 42°04'51" East, a distance of 179.88 feet to the intersection with the West line of that certain parcel of land deeded to Idaho Power Company as described in Warranty Deed Instrument No. 420137, recorded in Book 434 at Page 108, Official Records of said Ada County;

Thence along said West line South 00°25'56" West, 149.79 feet to the beginning of a non-tangent curve to the right;

Thence leaving said West line, 73.82 feet along the arc of said non-tangent curve to the right, having a radius of 1,600.00 feet, a central angle of 2°38'37", and a long chord which bears South 44°11'24" West, a distance of 73.81 feet to the beginning of a compound curve;

Thence 69.45 feet along the arc of said compound curve, having a radius of 1,000.00 feet, a central angle of 3°58'45", and a long chord which bears South 47°30'04" West, a distance of 69.44 feet to the most northerly corner of an Idaho Power Company Substation Parcel as described in Warranty Deed Instrument No. 105032726, Official Records of said Ada County;

Thence along the northwesterly line of said Idaho Power Company Substation parcel South 49°29'27" West, 260.00 feet to the most westerly corner thereof;

Thence continuing South 49°29'27" West, 2.95 feet to the beginning of a curve to the right;

Thence 122.51 feet along the arc of said curve to the right, having a radius of 450.00 feet, a central angle of 15°35'57", and a long chord which bears South 57°17'25" West, a distance of 122.14 feet;
Thence South 65°05'23" West, 45.95 feet to the beginning of a curve to the right;

Thence 792.85 feet along the arc of said curve to the right, having a radius of 835.00 feet, a central angle of 54°24'13"; and a long chord which bears North 87°42'30" West, a distance of 763.40 feet;

Thence North 60°50'24" West, 203.93 feet to the beginning of a curve to the right;

Thence 87.16 feet along the arc of said curve to the right, having a radius of 548.50 feet, a central angle of 9°06'17"; and a long chord which bears North 55°57'16" West, a distance of 87.07 feet to the beginning of a reverse curve;

Thence 916.01 feet along the arc of said reverse curve, having a radius of 7,290.53 feet, a central angle of 7°11'56"; and a long chord which bears North 55°00'06" West, a distance of 915.42 feet to the beginning of a reverse curve;

Thence 322.80 feet along the arc of said reverse curve, having a radius of 4,461.50 feet, a central angle of 4°08'44"; and a long chord which bears North 56°31'42" West, a distance of 322.73 feet;

Thence North 54°27'20" West, 153.50 feet to the beginning of a curve to the left;

Thence 332.43 feet along the arc of said curve to the left, having a radius of 10,000.00 feet, a central angle of 1°54'17"; and a long chord which bears North 55°24'28" West, a distance of 332.42 feet;

Thence North 56°21'37" West, 241.43 feet to the beginning of curve to the right;

Thence 191.12 feet along the arc of said curve to the right, having a radius of 3,082.50 feet, a central angle of 3°33'09"; and a long chord which bears North 54°35'02" West, a distance of 191.09 feet to the most southerly corner of that certain parcel of land described in said Warranty Deed Instrument No. 110026866;

Thence along the southeasterly line thereof North 37°00'01" East, 97.00 feet to the REAL POINT OF BEGINNING. Contains an area of 368,520 square feet or 8.460 acres, more or less.

Prepared By:
Idaho Survey Group, P.C.
## DATA TABLES

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EXHIBIT DRAWING FOR
E. WARM SPRINGS PARKWAY
DALLAS HARRIS ESTATES SUBDIVISION
LOCATED IN NW 1/4 SEC. 29 & NE 1/4 SEC. 30,
13N, R3E, B14, BORO, ADA COUNTY, IDAHO

DAHO SURVEY GROUP, P.C.

JOB NO. 07-104-03
SHEET NO. 2 OF 2

DWC. DATE 04-08-11

PATRICK J. SCHIFFER
PROFESSIONAL LAND SURVEYOR
LICENSED IN STATE OF IDAHO
7015
EXHIBIT C

Department of Environmental Quality Letter to Harris Ranch
September 6, 2011

Doug Fowler
Harris Ranch Limited Partnership
4940 East Mill Station Drive
Boise, ID 83716-8628

Re: REM-1 Evaluation for Petroleum Release Cleanup of Proposed ACHD Right-of-Way at Harris Ranch in Boise, Idaho

Dear Mr. Fowler:

The Department of Environmental Quality (Department) has reviewed the REM-1 Evaluation report, submitted by Bob Arnold, for the petroleum release cleanup in the proposed ACHD Right-of-Way at Harris Ranch and has the following comments:

An investigation conducted by Materials Testing & Inspection for ACHD identified subsurface petroleum impacts in an area near a former sawmill on the proposed Harris Ranch ACHD Right of Way.

Excavation of petroleum impacted soils in the area of the former sawmill occurred during July 20 and 21, 2011. Approximately 1250 cubic yards of petroleum contaminated soils were excavated and transported offsite to a commercial land farm. Fifteen post excavation soil samples were collected along with a ground water sample from the excavated pit.

A REM-1 evaluation was performed using the highest concentrations of COCs detected in soil samples and the ground water pit sample for representative concentrations. Non-residential and construction workers are the selected receptors, and the commercial properties located 400 feet west/northwest of the former sawmill were chosen as the points of compliance and exposure.

Based on data presented, the Department will not require additional assessment or corrective action for the petroleum impacted area discovered in the proposed ACHD Right-of-way on Harris Ranch property near the former sawmill.

We appreciate your cooperation with this project. If you have questions or concerns, I may be contacted at (208) 373-0510.

Sincerely,

Mark Van Kleek
Water Quality Science Officer

C: Michael McCurdy, DEQ Boise Regional Office
Bob Arnold, PE
Karl Gebhardt, Resource Systems Inc.
EXHIBIT D

Warranty Deed
WARRANTY DEED

This Warranty Deed is made this 21st day of September, 2011, between HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership ("Grantor") and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, whose address is 3755 Adams Street, Boise Idaho 83714-6499 ("Grantee").

This Warranty Deed is executed in reliance on that certain Dedication Agreement of even date, a true and correct copy of which is attached hereto as Exhibit "A".

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does, by these presents, grant bargain, sell, convey, and confirm unto Grantee all of the following described real estate situated in the County of Ada, State of Idaho:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the property, as well in law as in equity.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

And Grantor warrants to Grantee and its heirs that it is the owner of the premises described herein and has the authority to convey same to Grantee and shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, its heirs, and assigns against any and all claims by Grantor or persons claiming by, through or under Grantor.
IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

HARRIS FAMILY LIMITED PARTNERSHIP

By: Harris Management, LLC
    Its: General Partner

By: ______________________________________
    Felicia H. Burkhalter, Manager

By: ______________________________________
    Mildred H. Davis, Manager

By: ______________________________________
    Brian Randolf Harris, Manager

STATE OF IDAHO  } ss.
    County of Ada  }

On this _____ day of September, 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Felicia H. Burkhalter, known or identified to me to be the Manager or one of the Managers of Harris Management, LLC, the person who executed the instrument on behalf of said limited liability company, known to me to be the general partner of Harris Family Limited Partnership, and acknowledged to me that such limited liability company executed the same on behalf of such partnership.

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

NOTARY PUBLIC for Idaho
Residing at
My commission expires:__________________

WARRANTY DEED - Page 2
STATE OF IDAHO 
) 
County of Ada 
)

On this ______ day of September, 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Mildred H. Davis, known or identified to me to be the Manager or one of the Managers of Harris Management, LLC, the person who executed the instrument on behalf of said limited liability company, known to me to be the general partner of Harris Family Limited Partnership, and acknowledged to me that such limited liability company executed the same on behalf of such partnership.

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

________________________
NOTARY PUBLIC for Idaho
Residing at ______________________
My commission expires: ____________

STATE OF IDAHO 
) 
County of Ada 
)

On this ______ day of September, 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Brian Randolf Harris, known or identified to me to be the Manager or one of the Managers of Harris Management, LLC, the person who executed the instrument on behalf of said limited liability company, known to me to be the general partner of Harris Family Limited Partnership, and acknowledged to me that such limited liability company executed the same on behalf of such partnership.

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

________________________
NOTARY PUBLIC for Idaho
Residing at ______________________
My commission expires: ____________

WARRANTY DEED - Page 3
EXHIBIT E

ACHD Acceptance of Right-of-Way Letter Form
Harris Ranch Community Infrastructure District No. 1
150 N. Capital Blvd.
Boise, ID 83702

Re: Warm Springs Parkway

Dear District Board Members:

Ada County Highway District has accepted, as an unopened right-of-way, the dedication of that portion of Warm Springs Parkway, as described on the Deed from Harris Family Limited Partnership dated ____________, a copy of which is attached hereto as Exhibit “E.”

ADA COUNTY HIGHWAY DISTRICT

Rebecca W. Arnold, President
Board of Commissioners

SBP/rgm