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December 7, 2015

Public Utility Commission of Oregon  
Filing Center  
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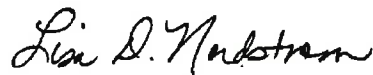
RE: UP \_\_\_\_ – In the Matter the Application of Idaho Power Company Requesting  
Approval of a Property Sale to Ada County Highway District

Attention Filing Center:

Attached for filing is an electronic copy of an Application of Idaho Power Company  
requesting approval of a property sale to Ada County Highway District.

Please contact me at (208) 388-5825 or Senior Regulatory Analyst Courtney Waites at (208)  
388-5612 with any questions regarding this filing.

Very truly yours,



Lisa D. Nordstrom

LDN/kkt

Enclosures

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**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

**UP \_\_\_\_\_**

In the Matter of the Application of Idaho  
Power Company Requesting Approval of  
a Property Sale to Ada County Highway  
District.  
  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICATION**

Pursuant to ORS 757.480(1)(a) and OAR 860-027-0025, Idaho Power Company (“Idaho Power” or “Company”) seeks approval from the Public Utility Commission of Oregon (“Commission”) for the proposed sale of real property, easements, and landscaping improvements to the Ada County Highway District (“ACHD”), as described herein.

**I. INTRODUCTION**

Idaho Power seeks approval for the sale of certain real property, easements, and landscaping improvements to ACHD for ACHD’s road widening project at the intersection of Five Mile Road and Franklin Road in Boise, Idaho. ACHD is an independent government entity responsible for all short-range planning, construction, maintenance, operations, rehabilitation, and improvements to Ada County’s urban streets, rural roadways (excluding state highways), and bridges.

The real property, easements, and landscaping improvements subject to this transaction (collectively, the “Property”) are located on the east and south edges of the Company’s 53.43-acre parcel of land located at 10790 W. Franklin Road in Boise, Idaho, where the Company’s Boise Operations Center building, Mechanical & Engineering building, and related facilities are located (the “BOC Property”).

1 **II. ASSETS SUBJECT TO SALE**

2 The Property includes: (a) 18,994 square feet of fee land, (b) 9,778 square feet of  
3 permanent slope easement, (c) 1,987 square feet of wall maintenance easement, and (d)  
4 7,710 square feet of temporary construction easement, all as depicted on the drawing  
5 attached hereto as Attachment 1. The Property also includes certain landscaping  
6 improvements as identified on the Compensation Summary page attached hereto as  
7 Attachment 2 ("Compensation Summary"). The total compensation to be paid to Idaho  
8 Power for the Property is \$230,366.49, as set forth in the Compensation Summary.  
9 Attached as Attachment 3 is a copy of the independent appraisal of the Property  
10 conducted for ACHD by Robert C. Williams, MAI, Real Estate Appraising & Consulting  
11 ("Appraisal"). The total compensation for the transaction was agreed upon following an  
12 arm's-length negotiation and reflects the fair market value for the Property. The detailed  
13 provisions for the Property conveyance are set forth in the Agreement to Buy and Sell  
14 ("Agreement"), attached hereto as Attachment 4. The Agreement includes copies of the  
15 transaction document forms for the conveyance of the Property – the Quitclaim Deed,  
16 Slope Easement, Wall Maintenance Easement, and Fence Easement.

17 **III. REASON FOR THE PROPERTY TRANSACTION**

18 Under Section 7-701 of the Idaho Code, ACHD is empowered to acquire property for  
19 its highway projects. The project qualifies as a public use authorized by Idaho law and  
20 therefore ACHD has condemnation authority over the property subject to this transaction.  
21 In lieu of condemnation, Idaho Power negotiated this transaction to facilitate good will with  
22 ACHD and to avoid lengthy and costly condemnation proceedings. Idaho Power has an  
23 extensive ongoing relationship with ACHD and it is imperative that the Company work with  
24 ACHD in a productive manner and within ACHD's timeframes. The bulk of the Company's  
25 distribution poles within its service territory are located in public road rights-of-way; Idaho  
26 Power is not charged for its use of the public right-of-way, but it cannot "incommode the

1 public use” of the roadway per Idaho Code Section 62-705. Thus, an acrimonious working  
2 relationship with a local roadway agency could become costly to utility customers, whose  
3 use of the road right-of-way is subject to the primary use of the right-of-way for road  
4 purposes. To maintain this status and ensure a good working relationship going forward,  
5 the Company tries to avoid condemnation proceedings whenever possible to allow road  
6 projects to move forward expeditiously. Based on these principles, Idaho Power entered  
7 into a Right-of-Entry Agreement with ACHD in April of 2013, which allowed ACHD to  
8 proceed with its Five Mile Road/Franklin Road project over a portion of the Company’s  
9 property located in Ada County, Idaho. A copy of the Right-of-Entry Agreement is  
10 included within Attachment 4 as Exhibit B.

11 Moreover, the transaction poses no risk to the safety or operation of Idaho Power’s  
12 BOC Property and does not compromise the Company’s ability to continue to provide  
13 safe, efficient, and reliable electricity to its customers. In addition, the sales price  
14 negotiated by the Company provides fair market value for the Property conveyed.  
15 Therefore, Idaho Power and its customers benefit financially from this transaction.

16 **IV. COMPLIANCE WITH OAR 860-027-0025(1) FILING REQUIREMENTS**

17 Pursuant to the requirements of OAR 860-027-0025(1), Idaho Power represents as  
18 follows:

19 **A. The Exact Name and Address of the Utility’s Principal Business Office.**

20 Idaho Power Company, 1221 West Idaho Street (83702), P.O. Box 70, Boise, Idaho  
21 83707-0070.

22 **B. The State in Which Incorporated, the Date of Incorporation, and the  
23 Other States in Which Authorized to Transact Utility Operations.**

24 Idaho Power was incorporated under the laws of the state of Maine on May 6, 1915,  
25 and migrated its state of incorporation from the state of Maine to the state of Idaho  
26 effective June 30, 1989. It is qualified as a foreign corporation to do business in the states

1 of Oregon, Nevada, Montana, and Wyoming in connection with its utility operations. Idaho  
2 Power is authorized to provide retail electric service in Idaho and Oregon.

3 **C. Name and Address of the Person on Behalf of Applicant Authorized to**  
4 **Receive Notices and Communications in Respect to the Applications.**

5 The name and address of the persons authorized on behalf of Idaho Power to  
6 receive notices and communications in respect to this Application are:

7 Lisa D. Nordstrom, Lead Counsel  
8 Idaho Power Company  
9 1221 West Idaho Street (83702)  
10 P.O. Box 70  
11 Boise, Idaho 83707  
12 Telephone: (208) 388-5825  
13 Facsimile: (208) 388-6936  
14 [lnordstrom@idahopower.com](mailto:lnordstrom@idahopower.com)  
15 [dockets@idahopower.com](mailto:dockets@idahopower.com)

16 **D. The Names, Titles, and Addresses of the Principal Officers.**

17 As of December 1, 2015, the names, titles, and addresses of the principal officers of  
18 Idaho Power are as follows:

19	<b><u>Name</u></b>	<b><u>Title</u></b>
20	Darrel T. Anderson	President and Chief Executive Officer
21	Daniel B. Minor	Executive Vice President and 22 Chief Operating Officer
23	Rex Blackburn	Sr. Vice President and General Counsel
24	Lisa A. Grow	Sr. Vice President of Power Supply
25	Steven R. Keen	Sr. Vice President, Chief Financial Officer 26 and Treasurer
	Lonnie G. Krawl	Vice President of Human Resources, Administrative Services and Chief Information Officer
	Jeffrey L. Malmen	Vice President of Public Affairs
	N. Vern Porter	Sr. Vice President of Customer Operations

1 Gregory W. Said Vice President of Regulatory Affairs  
2 Lori D. Smith Vice President and Chief Risk Officer  
3 Patrick A. Harrington Corporate Secretary  
4 Ken Peterson Vice President, Controller and  
5 Chief Accounting Officer

6 The address of all of the above officers is:

7 1221 West Idaho Street (83702)  
8 P.O. Box 70  
9 Boise, Idaho 83707-0070

10 **E. A Description of the General Character of the Business Done and to Be Done, and a Designation of the Territories Served, by Counties and States.**

11 Idaho Power is an electric public utility engaged principally in the generation,  
12 purchase, transmission, distribution, and sale of electric energy in a 24,000 square mile  
13 area over southern Idaho, and in the counties of Baker, Harney, and Malheur in eastern  
14 Oregon. A map showing Idaho Power's service territory is on file with the Commission as  
15 Exhibit H to Idaho Power's application in Docket No. UF 4063.

16 **F. A Statement, as of the Date of the Balance Sheet Submitted With the Application, Showing For Each Class and Series of Capital Stock: Brief Description; the Amount Authorized (Face Value and Number of Shares); the Amount Outstanding (Exclusive of Any Amount Held in the Treasury); Amount Held as Reacquired Securities; Amount Pledged; Amount Owned By Affiliated Interests; and Amount Held in Any Fund.**

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19  
20 Idaho Power requests the Commission waive the requirements of OAR 860-027-  
21 0025(1)(f) because this transaction does not involve the issuance of securities. A grant of  
22 this waiver will not impede the Commission's analysis of this Application.

1           **G.     A Statement, as of the Date of the Balance Sheet Submitted With the**  
2           **Application, Showing for Each Class and Series of Long-Term Debt and**  
3           **Notes: Brief Description (Amount, Interest Rate and Maturity); Amount**  
4           **Authorized; Amount Outstanding (Exclusive of Any Amount Held in the**  
5           **Treasury); Amount Held as Reacquired Securities; Amount Pledged;**  
6           **Amount Held By Affiliated Interests; and Amount in Sinking and Other**  
7           **Funds.**

8           Idaho Power requests the Commission waive the requirements of OAR 860-027-  
9           0025(1)(g) because this transaction does not involve the issuance of securities. A grant of  
10          this waiver will not impede the Commission's analysis of this Application.

11           **H.     Whether the Application Is for Disposition of Facilities by Sale, Lease,**  
12           **or Otherwise, a Merger or Consolidation of Facilities, or for Mortgaging**  
13           **or Encumbering Its Property, or for the Acquisition of Stock, Bonds, or**  
14           **Property of Another Utility, Also a Description of the Consideration, If**  
15           **Any, and the Method of Arriving at the Amount Thereof.**

16          The Company seeks approval of the proposed sale of real property, easements, and  
17          landscaping improvements to ACHD as set forth herein. The sales price is \$230,366.49.  
18          This amount was reached as a result of an arm's length transaction. As detailed in Exhibit  
19          J, the transaction is expected to result in a gain of approximately \$2,200 on a total system  
20          basis. Similar to gains received from other property sales, Idaho Power will offset the  
21          power cost deferral currently in amortization should the Commission direct Idaho Power to  
22          return the Oregon jurisdictional share, approximately \$110, of the gain.

23           **I.     A Statement and General Description of Facilities to Be Disposed of,**  
24           **Consolidated, Merged, or Acquired from Another Utility, Giving a**  
25           **Description of Their Present Use and of Their Proposed Use After**  
26           **Disposition, Consolidation, Merger, or Acquisition. State Whether the**  
              **Proposed Disposition of the Facilities or Plan for Consolidation, Merger,**  
              **or Acquisition Includes All the Operating Facilities of the Parties to the**  
              **Transaction.**

              The transaction involves the sale of (a) 18,994 square feet of fee land, (b) 9,778  
square feet of permanent slope easement, (c) 1,987 square feet of wall maintenance  
easement and (d) 7,710 square feet of temporary construction easement, all as depicted  
on the drawing attached hereto as Attachment 1. The transaction also involves the sale of  
certain landscaping improvements as identified in the Compensation Summary attached

1 hereto as Attachment 2. The Property is located on the east and south edges of Idaho  
2 Power's BOC Property, adjacent to Five Mile Road to the east and the Franklin Road to  
3 the south, in Ada County, Idaho.

4 **J. A Statement by Primary Account of the Cost of the Facilities and**  
5 **Applicable Depreciation Reserve Involved in the Sale, Lease, or Other**  
6 **Disposition, Merger or Consolidation, or Acquisition of Property of**  
7 **Another Utility. If Original Cost Is Not Known, an Estimate of Original**  
8 **Cost Based, to the Extent Possible, Upon Records or Data of the**  
9 **Applicant or Its Predecessors Must Be Furnished, a Full Explanation of**  
10 **the Manner in Which Such Estimate Has Been Made, and a Statement**  
11 **Indicating Where All Existing Data and Records May Be Found.**

12 Please refer to Exhibit J, which demonstrates the cost of the facilities by primary  
13 account.

14 **K. A Statement as to Whether or Not Any Application With Respect to the**  
15 **Transaction or Any Part Thereof, Is Required to Be Filed With Any**  
16 **Federal or Other State Regulatory Body.**

17 Idaho Power notified the Idaho Public Utilities Commission of the sale and no filing is  
18 needed.

19 **L. The Facts Relied Upon by Applicants to Show that the Proposed Sale,**  
20 **Lease, Assignment, or Consolidation of Facilities, Mortgage or**  
21 **Encumbrance of Property, or Acquisition of Stock, Bonds, or Property**  
22 **of Another Utility Will Be Consistent With the Public Interest.**

23 A transaction must be consistent with the public interest for Commission approval.<sup>1</sup>  
24 A transaction is consistent with the public interest when it will not harm the Company's  
25 customers.<sup>2</sup> This transaction is consistent with the public interest because the sale price  
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21 <sup>1</sup> See OAR 860-027-0025(1)(l).

22 <sup>2</sup> See, e.g., *In the Matter of a Legal Standard for Approval of Mergers*, Docket UM 1011, Order No.  
23 01-778 (Sept. 4, 2001) ("The remainder of the statutory scheme, those statutes governing transfer,  
24 sale, affiliated interest transactions, and contracts, either expresses no standard (for instance, ORS  
25 757.480, .485) and has been read to require a no harm standard, or contains a 'not contrary to the  
26 public interest' standard (ORS 757.490, .495.)") (emphasis added); *In the Matter of the Application  
of PacifiCorp*, Docket UP 168, Order No. 00-112, at 6 (Feb. 29, 2000) (regarding the sale of the  
Centralia generating plant); *In the Matter of Portland General Electric*, Docket UP 158, Order No.  
00-111, at 2 (Feb. 29, 2000) (regarding the sale of the Colstrip generating units); *In the Matter of  
the Application of Portland General Electric*, Docket UP 165/UP 170, Order No. 99-730, at 7 (Nov.  
29, 1999) (regarding the sale of the Centralia generating plant).



1 was the result of an arm's length transaction and the sale of the Property for the road  
2 widening project does not impact the Company's ability to continue to provide service to its  
3 customers.

4

5 **M. The Reasons, in Detail, Relied Upon by Each Applicant, or Party to the**  
6 **Application, for Entering into the Proposed Sale, Lease, Assignment,**  
7 **Merger, or Consolidation of Facilities, Mortgage or Encumbrance of**  
8 **Property, Acquisition of Stock, Bonds, or Property of Another Utility,**  
9 **and the Benefits, If Any, to Be Derived by the Customers of the**  
10 **Applicants and the Public.**

11 See Sections I and II and subsections (h) and (l) above.

12 **N. The Amount of Stock, Bonds, or Other Securities, Now Owned, Held or**  
13 **Controlled by Applicant, of the Utility from Which Stock or Bonds Are**  
14 **Proposed to be Acquired.**

15 This requirement is not applicable to this transaction and therefore Idaho Power  
16 requests the Commission waive the requirements of OAR 860-027-0025(1)(n). This  
17 transaction does not involve the acquisition or sale of securities. A grant of this waiver will  
18 not impede the Commission's analysis of this Application.

19 **O. A Brief Statement of Franchises Held, Showing Date of Expiration If Not**  
20 **Perpetual, or, in Case of Transfer/Sale, that Transferee Has the**  
21 **Necessary Franchises.**

22 This requirement is not applicable. Idaho Power requests the Commission waive the  
23 requirements of OAR 860-027-0025(1)(o) because this transaction does not involve  
24 franchises. A grant of this waiver will not impede the Commission's analysis of this  
25 Application.

26 **V. COMPLIANCE WITH OAR 860-027-0025(2) FILING REQUIREMENTS FOR**  
**IDAHO POWER COMPANY**

The following exhibits are submitted and by reference made a part of this  
Application:

25

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1           **A.     Exhibit A. Articles of Incorporation.**

2           A copy of Idaho Power's Restated Articles of Incorporation, as amended on May 17,  
3 2012, has heretofore been filed with the Commission in Docket UF 4278, reference to  
4 which is hereby made.

5           **B.     Exhibit B. Bylaws.**

6           A copy of Idaho Power's Bylaws, as amended, has heretofore been filed with the  
7 Commission in Docket UF 4214, reference to which is hereby made.

8           **C.     Exhibit C. Resolution of Directors Authorizing Transaction.**

9           Attached as Exhibit C is a copy of the resolutions of Idaho Power's Board of  
10 Directors, dated July 13, 1995, authorizing the acquisition and conveyance of property by  
11 the Company, such as the sale described in this application.

12           **D.     Exhibit D. Mortgages, Trust, Deeds, or Indentures Securing Obligation**  
13           **of Each Party.**

14           The Idaho Power Property transferred in this transaction was subject to the lien of  
15 Idaho Power's Mortgage and Deed of Trust. The Mortgage lien is released following the  
16 conveyance of Idaho Power property. Copies of Mortgage and Deed of Trust, including  
17 First Supplemental Indenture, are on file with the Commission in Case UF 795; Second  
18 Supplemental Indenture in Case UF 1102; Third Supplemental Indenture in Case UF  
19 1247; Fourth Supplemental Indenture in Case UF 1351; Fifth Supplemental Indenture in  
20 Case UF 1467; Sixth Supplemental Indenture in Case UF 1608; Seventh Supplemental  
21 Indenture of Case UF 2000; Eighth and Ninth Supplemental Indentures in Case UF 2068;  
22 Tenth Supplemental Indenture in Case UF 2146; Eleventh Supplemental Indenture in  
23 Case UF 2159; Twelfth Supplemental Indenture in Case UF 2188; Thirteenth  
24 Supplemental Indenture in Case UF 2253; Fourteenth Supplemental Indenture in Case UF  
25 2304; Fifteenth Supplemental Indenture in Case UF 2466; Sixteenth Supplemental  
26 Indenture in Case UF 2545; Seventeenth Supplemental Indenture in Case UF 2596;

1 Eighteenth Supplemental Indenture in Case UF 2944; Nineteenth Supplemental Indenture  
2 in Case UF 3063; Twentieth and Twenty-first Supplemental Indentures in Case UF 3110;  
3 Twenty-second Supplemental Indenture in Case UF 3274; Twenty-third Supplemental  
4 Indenture in Case UF 3457; and Twenty-fourth Supplemental Indenture in Case UF 3614;  
5 Twenty-fifth Supplemental Indenture in Case UF 3758; Twenty-sixth Supplemental  
6 Indenture in Case UF 3782; Twenty-seventh Supplemental Indenture in Case UF 3947;  
7 Twenty-eighth Supplemental Indenture in Case UF 4022; Twenty-ninth Supplemental  
8 Indenture in Case UF 4014; Thirtieth Supplemental Indenture in Case UF 4033; Thirty-first  
9 Supplemental Indenture in Case UF 4033; Thirty-second Supplemental Indenture in Case  
10 UF 4053; Thirty-third Supplemental Indenture in Case UF 4088; Thirty-fourth  
11 Supplemental Indenture in Case UF 4111; Thirty-fifth Supplemental Indenture in Case UF  
12 4175; Thirty-sixth Supplemental Indenture in Case UF 4181; Thirty-seventh Supplemental  
13 Indenture in Case UF 4196; Thirty-ninth Supplemental Indenture in Case UF 4200;  
14 Fortieth Supplemental Indenture in Case UF 4211; Forty-first Supplemental Indenture in  
15 Case UF 4227; Forty-third Supplemental Indenture in Case UF 4211; Forty-fourth  
16 Supplemental Indenture in Case UF 4244; Forty-sixth Supplemental Indenture in Case UF  
17 4263; and Forty-seventh Supplemental Indenture in Case UF 4278, reference to all of  
18 which is hereby made.

19 **E. Exhibit E. Balance Sheet Showing Booked Amounts, Adjustments to**  
20 **Record the Proposed Transaction and Pro Forma, With Supporting**  
21 **Fixed Capital or Plant Schedules in Conformity With the Forms in the**  
**Annual Report.**

22 The sale of the assets did not materially affect the Company's balance sheet. Idaho  
23 Power respectfully requests that the requirement to provide pro forma information be  
24 waived because the subject transaction is not expected to materially affect the Company's  
25 financial statements.

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1           **F.       Exhibit F. Known Contingent Liabilities.**

2           Idaho Power respectfully requests a waiver of this requirement because there are no  
3 known contingent liabilities associated with this transaction.

4           **G.       Exhibit G. Comparative Income Statements Showing Recorded Results  
5           of Operations, Adjustments to Record the Proposed Transaction and  
6           Pro Forma, in Conformity With the Form in the Annual Report.**

6           The sale of the assets will not materially affect the Company's income statements.  
7 For the reasons set forth above, the Company respectfully requests a waiver of these  
8 requirements.

9           **H.       Exhibit H. Analysis of Surplus for the Period Covered by Income  
10           Statements Referred to in G.**

11           The sale of the assets does not materially affect the Company's income statements.

12           **I.       Exhibit I. Copy of Contract for Transaction and Other Written  
13           Instruments.**

13           Included with this Application as Attachment 4 is the Agreement, which includes  
14 copies of the transaction document forms for the conveyance of the Property – the  
15 Quitclaim Deed, Slope Easement, Wall Maintenance Easement, and Fence Easement.  
16 The closing statement for the transaction will be prepared by the title company at closing  
17 and will provide for the payment of customary closing fees as provided for in the  
18 Agreement.

19           **J.       Exhibit J. Copy of Each Proposed Journal Entry to Be Used to Record  
20           the Transaction.**

21           Please refer to Exhibit J attached.

22           **K.       Exhibit K. Copy of Each Supporting Schedule Showing the Benefits, If  
23           Any, Which Each Applicant Relies Upon to Support the Facts Required  
24           By (1)(L) of This Rule and Reasons as Required by (1)(M).**

24           Idaho Power relies upon this Application and the attached documentation to provide  
25 support for OAR 860-027-0025(1)(l) and (1)(m).

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**VI. PRAYER FOR RELIEF**

Idaho Power respectfully requests a Commission order finding that the transaction will not harm Idaho Power's customers and is consistent with the public interest.

Dated this 7<sup>th</sup> day of December, 2015.

Respectfully Submitted,



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Lisa D. Nordstrom, Lead Counsel, OSB #97352  
On Behalf of Idaho Power Company  
1221 West Idaho Street (83702)  
P.O. Box 70  
Boise, Idaho 83707  
Telephone: (208) 388-5825  
Facsimile: (208) 388-6936  
E-Mail: [lnordstrom@idahopower.com](mailto:lnordstrom@idahopower.com)

**Attachment 1**  
**Property Drawing**

**PROPERTY ACQUIRED:**

1. PARCELS A AND B COMPRISE 29.60 ACRES, CONVEYED BY SPECIAL WARRANTY DEED, INST. NO. 111048186, RECORDED 06/14/2011, GRANTOR: ONE IRVING ASSOCIATES, LP SEE PAGE 1 FOR DETAILS ON "A", "B" AND "C" PARCEL.

2. PARCEL 'C' COMPRISES 23.83 ACRES, CONVEYED BY WARRANTY DEED, INST. NO. 8228202, RECORDED 07/02/1992, GRANTORS: W. ROBERT MCBIRNEY AND FRANCES MCBIRNEY, HUSBAND AND WIFE, AND WILLIAM ROBERT MCBIRNEY, JR., SEE ALSO, THE FOLLOWING WARRANTY DEEDS: 111041381, 99118708, 9277795 AND 110060604.

TOTAL DEED ACQUIRED ACRE(S) = **53.43**

**PROPERTY DISPOSED:**

1. DEED IN FAVOR OF ADA COUNTY HIGHWAY DISTRICT, RIGHT OF WAY 18,994 SQ. FT. INST. NO. ##/##/####

TOTAL PROPERTY DISPOSAL ACRE(S) = **0.436**

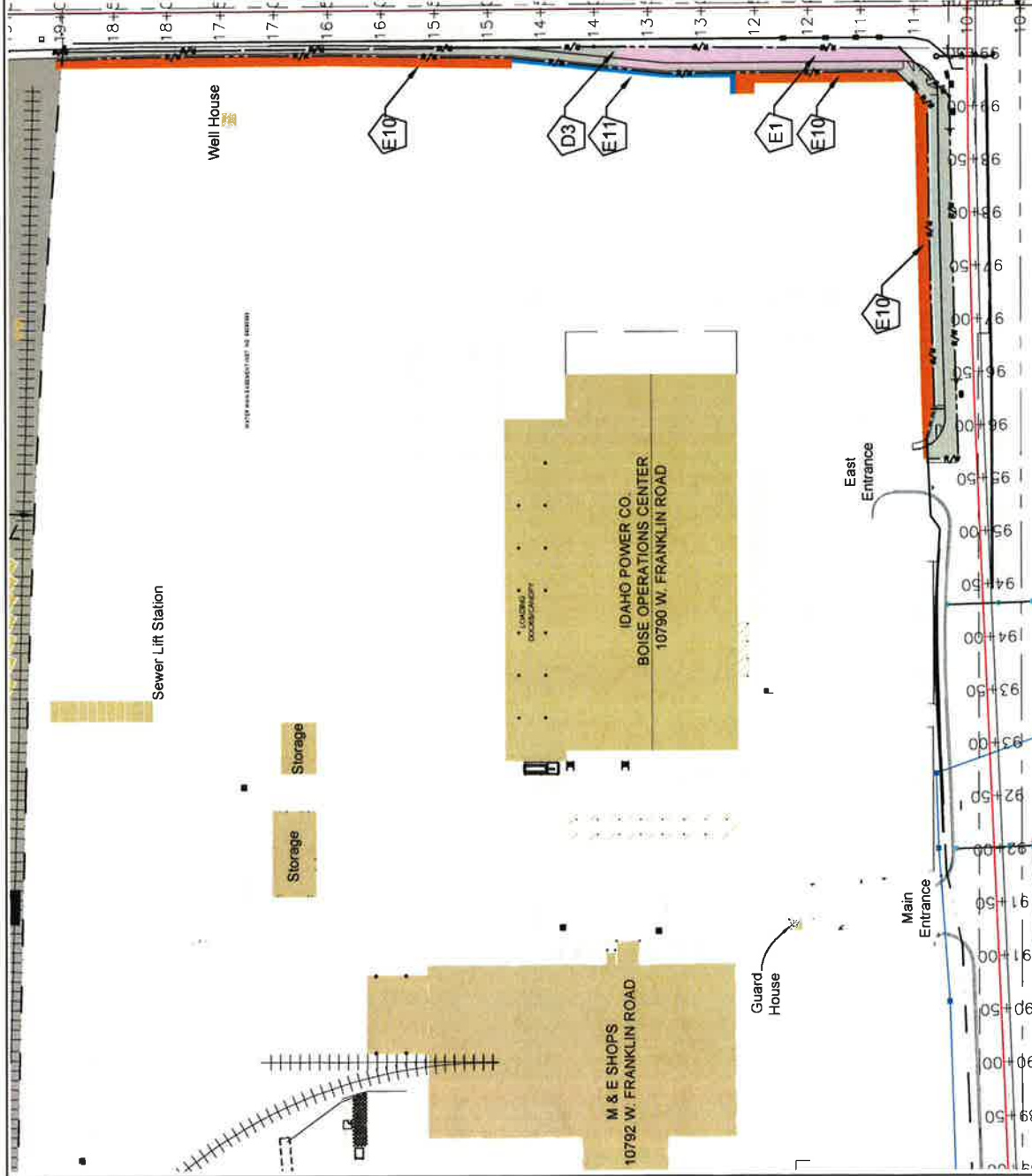
NEW CURRENT ACRES EFFECTIVE 05/2019 = **82.994**

**ACHD FIVE MILE ROAD WIDENING PROJECT PROPOSED ROW EXACTION AND EASEMENTS**

- TEMPORARY CONSTRUCTION EASEMENT AREA 7,710 SQ. FT.
- PROPERTY LINE
- E1 EXISTING SLOPE EASEMENT 4,830 SQ. FT. INST. NO. 9277796 11/12/1992 (THIS AREA IS INCLUDED IN THE PROPOSED ROW EXACTION (SEE BELOW).
- E10 PROPOSED SLOPE EASEMENT 9,563 SQ. FT.
- E11 PROPOSED WALL MAINTENANCE EASEMENT 1,126 SQ. FT.
- D3 PROPOSED RIGHT OF WAY 18,994 SQ. FT.

**ACHD PROJECT TOTAL IMPACT TO IDAHO POWER PROPERTY:**

ACHD ROW EXACTION 18,994 SQ. FT.  
 ACHD NEW PERMANENT SLOPE EASEMENT 9,563 SQ. FT.  
 ACHD NEW RETAINING WALL MAINTENANCE EASEMENT 1,126 SQ. FT.



REV	DESCRIPTION	DATE	DS	DR	NOTES/REFERENCE DOCUMENTS	SIGNAGE	DATE
1		09-00-15	XXX	XXX	1, *	DS: XXX 00-00-15 DR: XXX 00-00-15 SV: XXX 00-00-15 SCALE: 1"=500' HORZ NA VERT	

PROPERTY DISPOSAL MAP	CORPORATE REAL ESTATE
BOISE OPERATIONS CENTER ACHD FIVE MILE ROAD WIDENING PROJECT ADA COUNTY, IDAHO SEC:10, T:3N, R:1E, S:6M.	FACILITY ID: BOON VALU.T No. BS-6902901 WO No. 27387235-01



**Attachment 2**  
**Compensation Summary**



Project Name: Five Mile-Franklin to Fairview  
 Project No: 702041  
 Name: Idaho Power Company  
 R/W Parcel No: 1  
 T3N, R1E, Sec 10  
 APN: S1110449504

## COMPENSATION SUMMARY

<u>Fee Acquisition:</u>	14,164 sf @ \$3.25 per sf	\$46,033.00
<u>Fee Acquisition:</u>	4,830 sf @ \$3.25 per sf x 50%	\$ 7,848.75
<u>Permanent Slope Easement:</u>	9,778 sf @ \$3.25 per sf x 75%	\$23,833.88
<u>Wall Maintenance Easement:</u>	1.987 s.f. @ \$3.25 per sf x 75%	\$ 4,843.31
<u>Temporary Construction Easement:</u>	7,710 sf @ \$3.25 per sf x 10%	\$ 2,505.75
<u>Improvements:</u>	Earth Work: 399 cy @ \$35 per cy	\$ 13,965.00
	Evergreen Trees: 3 @ \$1,500 each	\$ 4,500.00
	Plants (Carpet Rose, Fountain Grass)	\$ 8,500.00
	Turf Grass: 8,000 sf @ \$1.65 per sf	\$ 13,200.00
	Railroad Ties: 140 @ \$8.00 per railroad tie	\$ 1,120.00
	Landscaping Curb: 350 lf @ \$2.50 per lf	\$ 875.00
	Asphalt Paving: 2,600 sf @ \$3.00 per sf	\$ 7,800.00
	Gravel Mulch & Weed Barrier	\$ 10,500.00
	Grass Seeding	\$ 2,500.00
	Irrigation System	\$ 10,390.00
 <u>Cost to Cure Items:</u>		
	Fencing (Relocation and Temporary): 650 lf	\$ 17,000.00
	Fencing (Permanent): 650 lf	\$ 25,850.00
	Electric Sign at Entry	\$ 5,066.80
	Sign Electrical Installation Work	\$ 2,250.00
	Relocate 2 Solar Lights: 2 @ \$100 each	\$ 200.00
	Relocate Material and Inventory (Based on Owners Bid)	\$ 8,600.00
	Labor and Vehicle Costs	\$ 5,250.00
	Fencing Adjustments at Retaining Wall (Relocation)	\$ 3,380.00
	Temporary Irrigation	\$ 2,285.00
	Main Line Irrigation Repair	\$ 2,070.00

**Total Compensation.....\$230,366.49**

**Attachment 3**  
**Appraisal**

**JUST COMPENSATION APPRAISAL  
ONE IRVING ASSOCIATES PROP. (PAR. NO. 1)  
10790 WEST FRANKLIN ROAD  
BOISE, ADA COUNTY, IDAHO**

**FOR**

**Ms. MIDGE KLINE  
RIGHT OF WAY AGENT  
ADA COUNTY HIGHWAY DISTRICT  
3775 ADAMS STREET  
GARDEN CITY, ID 83714**

**BY**

**ROBERT C. WILLIAMS, MAI  
CERTIFIED APPRAISER CGA-6  
103 NORTH CURTIS ROAD  
BOISE, IDAHO 83706**

**C-1256**

**ROBERT C. WILLIAMS, MAI**  
**REAL ESTATE APPRAISING AND CONSULTING**

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103 North Curtis Road  
Boise, ID 83706

[www.appraisaloffices.com](http://www.appraisaloffices.com)  
[robertwilliams@appraisaloffices.com](mailto:robertwilliams@appraisaloffices.com)

(208) 375-0106  
FAX 327-0987

September 28, 2012

Ms. Midge Kline  
Right of Way Agent  
Ada County Highway District  
3775 Adams Street  
Garden City, ID 83714

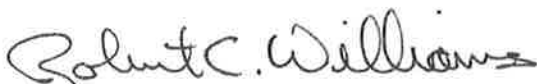
RE: Just Compensation Appraisal Report (ITD-2288)  
One Irving Associates Property  
10790 West Franklin Road  
Boise, Ada County, Idaho

PROJECT NO:	A011(582)
KEY NO.:	11582
PARCEL NO.:	1
PLANS SHEET NO.:	8, 9, 10 and 20 of 25
PLANS SHEET DATE:	September 2012
PARCEL I.D.NO.:	S1110449505
PROPERTY OWNER'S NAME:	One Irving Associates
PROPERTY ADDRESS:	10790 West Franklin Road, Boise, ID 83709
OWNER'S ADDRESS:	1221 West Idaho Street, Boise, ID 83702
R/W REQUIREMENT:	18,994 Sq. Ft.
PERMANENT EASEMENT:	13,500 Sq. Ft.
TEMPORARY EASEMENT:	7,710 Sq. Ft.

In accordance with our agreement, I hereby transmit my appraisal report on the above referenced parcel. This report represents my opinion of the present market value of the rights being acquired, subject to any extraordinary assumptions, limiting conditions, or legal instructions as attached.

By reason of investigation, study and analysis, my opinion of market value as of September 26, 2012 is \$154,108.75 (This dollar amount does not include the consideration for the sign value or to remove and reestablish the Idaho Power sign).

Respectfully submitted,  
Robert C. Williams Appraisals, Inc.



Robert C. Williams, MAI  
Certified Appraiser CGA-6

REVIEWED

# Appraisal Report



This appraisal is prepared in a summary format as defined under USPAP Standards 2-2B.

Key No. 11582	Project No. A011(582)	Parcel No. 1	Parcel ID No. S1110449505
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Name One Irving Associates		<input checked="" type="checkbox"/> Record Owner <input type="checkbox"/> Contract Purchaser
Address 1221 West Idaho Street		
City, State, Zip Boise, ID 83702		County Ada
Client's Name and Intended User's Name (Use of This Report by Others is Not Intended by the Appraiser) (The Property Owner Will Receive a Copy) The client is the Ada County Highway District. The intended users are the Ada County Highway District's employees and contract agents.		
Purpose and Intended Use of Appraiser's Opinions and Conclusions (As identified by the appraiser, based on communication with the client at the time of the assignment) The purpose of this appraisal is to estimate the Just Compensation for the right-of-way requirement and/or easements. It will be utilized by the Ada County Highway District to purchase the right-of-way in conjunction with the Five Mile Road, Franklin to Fairview, Improvements Project. No other uses or users of the report are intended by the appraiser.		
Real Property Interest Being Appraised Fee Simple Title.		

<b>Purpose of Requirement</b> <input type="checkbox"/> Quarry or Gravel Site <input type="checkbox"/> Maintenance Site <input type="checkbox"/> Surplus Property <input checked="" type="checkbox"/> Highway Right-of-Way <input type="checkbox"/> Stockpile Site <input type="checkbox"/> Park or Roadside Area <input type="checkbox"/> Other (Explain)	<b>Requirement</b> Total Ownership <u>25.623 per Assessor</u> <input checked="" type="checkbox"/> Ac <input type="checkbox"/> Sq Ft Area Required (Fee) <u>18,994</u> <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft Permanent Easement Required <u>13,500</u> <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft Temporary Easement Required <u>7,710</u> <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft Type of Access Control (Before and After) Standard Ada County Highway District Policy.		
	<table style="width: 100%;"> <tr> <td style="width: 50%;">R/W Plans Date September 2012</td> <td style="width: 50%;">Plan Sheet No. 8, 9, 10 and 20 of 25</td> </tr> </table>	R/W Plans Date September 2012	Plan Sheet No. 8, 9, 10 and 20 of 25
R/W Plans Date September 2012	Plan Sheet No. 8, 9, 10 and 20 of 25		

Property Address 10790 West Franklin Road, Boise, Ada County, Idaho				
	Year of Sale	Seller's Name	Buyer's Name	Sales Price
<input type="checkbox"/> Ten Year History of Title	_____	_____	_____	\$ _____
<input checked="" type="checkbox"/> Title Precedes 10 years	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____

Key No. 11582	Project No. A011(582)	Parcel No. 1	Parcel ID No. S1110449505
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**Date of Inspection and Invitation**

I offered Gerry Weaver and Steve Noftz who is the Property representatives an opportunity to accompany me on my inspection of this property by  personal contact  telephone  letter on 9/26/12. This invitation was  accepted  declined. Telephone No. of owner or representative contacted 388-2503&388-2070. I personally inspected the subject property on 9/26/2012.

**Definition of Market Value:** The definition from UASFLA (Uniform Appraisal Standards for Federal Land Acquisitions), as follows shall be used: "Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."

**Description of Subject Property** (Identify and provide a summary description of the real property, personal property, or tangible items appraised, such as location, physical features, area, city and neighborhood data, legal use, economic property characteristics, zoning and flood hazard statement, if applicable. Identify any personal property, trade fixtures, or intangible items that are not real property and if they are or are not part of this appraisal.)

The Subject Property is located within the West Bench Planning Area of Ada County and is within the Boise City limits. It is also located on North Five Mile Road in between West Fairview Avenue and West Franklin Road. Fairview Avenue is a 5-lane east-west principal arterial road through this area, which is centrally located with respect to Boise. It ties downtown Boise with west Boise and Meridian City to the west. Fairview Avenue is heavily developed with general commercial and retail uses. Five Mile Road is a minor arterial road through this area, which runs in a north/south direction. It provides access from southwest Boise via an overpass at Interstate 84, as well as access from northwest Boise. This section of Five Mile Road is primarily improved with residential, office and light industrial/service commercial uses. Many of the residential uses are considered transitional. Franklin Road is 5-lanes wide east of Five Mile Road and a 3-lane principal arterial road west of Five Mile Road. It also ties Boise with west Boise and Meridian City to the west. Franklin Road is developed with general commercial uses to the east in Boise and to the west in Meridian. There are also service commercial/light industrial uses and a significant amount of vacant parcels in between.

The Subject Property is located at the northwest corner of North Five Mile Road and West Franklin Road. It is generally rectangular in shape (see the plat map in the addenda) and per the Ada County Assessor contains 25.623 acres. This Site has approximately 1,000 feet of frontage on Franklin Road and 900± feet of frontage along Five Mile Road. It is level and generally at Franklin Road/Five Mile Road grade. It appears to have good soil bearing characteristics as evidenced by construction in the neighborhood. Part of the street frontage is improved with concrete curb, gutter and sidewalk. All utilities are available. The Site is improved with the Idaho Power Company's Boise Operations Center.

**Scope of Work**

Identify the problem to be solved (extent of property identification, extent of tangible property inspection)

The appraiser inspected the Subject Property and surrounding neighborhood. The appraiser located the requirement to determine the area to be acquired. The current zoning status was confirmed and the utilities availability was checked. The highest and best use of the site was determined in order to select the appropriate comparable sales.

Identify the type and extent of data research performed

The data collection portion of the appraisal assignment is to identify and confirm recent sales of comparable properties from the Subject neighborhood that are considered to have similar economic and physical features to that of the Subject Property. The sources of data included interviews with buyers and sellers, other appraisers, realtors and persons knowledgeable of the Subject Property market place. Idaho is a non-disclosure state. Reasonable efforts are made to verify the accuracy of the sale information and it is expressly assumed that the information has been factually provided by the various reporting parties. In this appraisal, sales will be compared to the Subject using a standard unit of comparison, or the sale price per square foot. An extensive search was conducted in an attempt to collect all relevant land sales in the market area. This market data is considered the most current and pertinent available.

Key No. 11582	Project No. A011(582)	Parcel No. 1	Parcel ID No. S1110449505
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**Identify the type and extent of analyses applied to arrive at opinions or conclusions**

In developing real estate appraisals, there are three approaches that may be used in the estimation of market value. The utilization of all three is not always required or necessary, depending on the appraisal problem. When estimating land value for partial acquisitions only a vacant land analyses is required to estimate the market value of the Subject Site. This is accomplished by using the Direct Sales Comparison Method, which compares the Subject to other similar, vacant sites, which have sold in the recent past. It provides for a credible result given the intended use, property characteristics and type of value sought. The Income Capitalization Approach and the Improved Sales Comparison Approach are not considered usual valuation approaches, are not typically developed when estimating land value and are not necessary for a credible result. Consideration for any potential severance damages was a part of the scope of this appraisal assignment. The potential contributory value of any site improvements was also determined. To the best of my knowledge and understanding, this appraisal is in accordance with the State's latest Appraisal Guide (ITD 1453) and the Uniform Standards of Professional Appraisal Practice (USPAP).

**Information Analyzed** Summarize information analyzed, methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions. Give reason for exclusion of the sales comparison approach, cost approach, or income approach.

The appraisal process follows a logical series of steps, which allow the appraiser to develop and support a market value estimate for the Subject Property. Typically, there are three approaches used to develop and support an indication of market value. These approaches use three different types of information from the market place when available. They are the Sales Comparison Approach, the Income Capitalization Approach and the Cost Approach. Per the ITD-2288 Form Appraisal Report, only the Direct Sales Comparison Method using recent sales of similar vacant sites is required, or considered necessary to achieve a credible result for a partial acquisition.

**Description of Area to be Acquired, Remainder, Access Control Issues and Summary of Appraisal Problem**

The requirement is "L" shaped and consists of a generally rectangular shaped parcel along the south Site border adjacent to Franklin Road and a generally rectangular shaped parcel long the east Site border adjacent to Five Mile Road (see the Project Plans in the Addenda). Based on the legal descriptions provided to the appraiser by the Ada County Highway District, the requirement area contains 18,994 square feet, the permanent slope easement contains 13,500 square feet and the temporary construction easement contains 7,710 square feet. This area is required in order to facilitate the construction of the widened road and a new 7-foot sidewalk. The permanent easement is for slope along the edge of the requirement. The temporary construction easement is used to tie the Site back into the new road improvements. The balance of the property or remainder is left intact. There are compensable landscaping improvements located within the requirement and permanent easement areas. All of the landscaping which is located within the requirement area is compensated for. The asphalt paving is compensated for within the permanent easement. The turf and sprinklers in the permanent easement area are to be replaced as a part of the Project. It is assumed that any landscaping improvements and asphalt paving which are located in the temporary easement areas will be retained and protected or repaired/replaced. The onsite drainage system which is located at the northeast corner of the yard area is impacted by the Project. It is to be repaired and expanded to the north. The materials in the requirement and permanent easement area within the enclosed yard will need to be relocated. The Idaho Power sign in the requirement will have to be moved. The Franklin Road driveway is simply being tied into the new sidewalk. Access to this property is controlled by standard Ada County Highway District policy. The access control is the same, both before and after the requirement.

**Discussion of Improvements** ITD does not require valuation of "unaffected improvements", i.e., houses, buildings, etc. not damaged

The compensable Site improvements include: chain link fence with security wire, landscaping items, landscaping curb, asphalt paving, railroad ties and moving the solar powered yard lights which are attached to the fence. The evergreen bushes located along Five Mile Road are in the existing right of way. It is reported that the relocation of the sign will be handled in the negotiation process.

**Use of the Subject Property and Summary of Support and Rationale for the Opinion of Highest and Best Use**

The Subject is located within an Industrial Zoning District (M-1D) of Boise City. "The M-1 District is established to provide for and encourage the grouping together of light industrial uses capable of being operated under such standards that they will be unobtrusive and will not be detrimental to surrounding commercial or residential uses." This zoning classification allows for a wide variety of light industrial and commercial uses. Per an inspection of the Subject Site, the soil bearing characteristics and drainage appear adequate to support most types of the aforementioned improvements. All utilities are available. The Subject Site is surrounded by a variety of commercial, service commercial and light industrial uses. The

Key No. 11582	Project No. A011(582)	Parcel No. 1	Parcel ID No. S1110449505
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Subject Site has frontage on the Franklin Road/Five Mile Road signalized intersection. It is also a larger Site with significant depth. Based on the Subject Site's location, zoning and size, it is considered/inferred that a commercial use, service commercial use, light industrial use or a combination of these uses is the highest and best use of the Subject Site as though vacant. This type of development would likely require a holding period at this time.

**Additional Discussion**

None

**Comparative Analysis**

Sale No. 1	Sales Price \$580,000	Sales Price Per <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft \$3.88	Sales Date May 2012
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**Discussion**

This comparable is located on the south side of West Fairview Avenue west of South 27<sup>th</sup> Street (2850 West Fletcher Street). The size is smaller than the Subject. The comparable's location in proximity to downtown Boise is superior. With respect to physical characteristics, the comparable is not at a signalized intersection; however it has frontage on the Boise River and is considered similar. The site is annexed and properly zoned.

Indicated Adjusted Unit Value of Subject  Ac  Sq Ft  
Superior overall, below \$3.88 per square foot.

Sale No. 2	Sales Price \$500,000	Sales Price Per <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft \$3.10	Sales Date August 2011
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**Discussion**

This comparable is located on the east side of North Locust Grove Road one block north of East Pine Avenue (1030 North Locust Grove Road). This comparable property was purchased by the adjacent owner in order to expand his manufacturing business. The size is smaller than the Subject. The comparable's location is considered similar. With respect to physical characteristics, the comparable does not have arterial corner characteristics and is inferior. The zoning is inferior.

Indicated Adjusted Unit Value of Subject  Ac  Sq Ft  
Inferior overall, above \$3.10 per square foot.

Sale No. 3	Sales Price \$830,000	Sales Price Per <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft \$3.12	Sales Date June 2011
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**Discussion**

This comparable is located on the north side of East Lanark Street in between North Locust Grove Road and North Nola Road (1620 East Lanark Street). The size is smaller than the Subject. The comparable's location is considered similar. With respect to physical characteristics, the comparable is not at a signalized intersection; however it fronts on multiple streets and is considered similar minus. The zoning is similar.

Indicated Adjusted Unit Value of Subject  Ac  Sq Ft  
Similar overall, in the range of \$3.12 per square foot.

Sale No. 4	Sales Price \$7,955,000	Sales Price Per <input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft \$5.49	Sales Date October 2010
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**Discussion**

This comparable is located on the west side of North Eagle Road, in between East Pine Avenue and East Commercial Court (tbd North Eagle Road). The size is larger than the Subject. The comparable's location is superior. With respect to physical characteristics, the comparable is at a major signalized intersection, has multiple street frontages and is superior. The site is annexed and properly zoned.

Indicated Adjusted Unit Value of Subject  Ac  Sq Ft  
Superior overall, below \$5.49 per square foot.



Key No. 11582	Project No. A011(582)	Parcel No. 1	Parcel ID No. S1110449505
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**SUMMARY OF INDICATED UNIT VALUES**

Comp	Date of Sale	Sale Price	Size/Ac.	\$/Sq. Ft.	Motivation	Time*	Adjustments				Overall
							Size	Loc.	Phys. Char.	Zn./En.	
1	5/12	\$580,000	3.434	\$3.88	Market	\$3.88	Smaller	Super.	Similar	Similar	Superior
2	8/11	\$500,000	3.706	\$3.10	Adjacent Owner	\$3.10	Smaller	Similar	Inferior	Inferior	Inferior
3	6/11	\$830,000	6.11	\$3.12	Market	\$3.12	Smaller	Similar	Similar	Similar	Similar
4	10/10	\$7,955,000	32.284	\$5.49	Market	\$5.49	Larger	Super.	Super.	Similar	Superior

\*Current market conditions are considered; however, a quantitative adjustment has not been determined or applied.

**Final Correlation of Value**

The four comparables are considered the best indicators available with respect to time, size, location, physical characteristics and zoning. A thorough search of the Subject neighborhood and surrounding area has revealed the aforementioned comparable sales. All comparables are located in areas which would compete directly or indirectly with the Subject Property. The number of land sales which has occurred over the last 12 to 24 months is considered limited. The appraiser considered the larger size of the Subject Property which tends to have a downward impact on the dollar per square foot value and the market conditions which in general are soft. There is a very limited market with respect to buyers for a development property of the Subject's size for any use. It would likely be purchased for future development and it would require an extended marketing time. Based on the strengths and weaknesses of the Subject Site in relation to the comparable sales, the appraiser concluded the indicated value at \$3.25 per square foot.

There is currently 4,830 square feet of the proposed requirement area, located along Five Mile Road, which is encumbered by an existing permanent slope easement. This easement was acquired in 1992. Because this area is encumbered by a previously acquired permanent easement, the remaining value is estimated at 50% of the fee simple value. This is based on the previously defined easement in place at the time the easement was purchased.

Although the primary purpose of the two easements for this Parcel and Project is to facilitate the support slope, the ACHD required permanent easement grants placement of public right-of-way, construction, operation, maintenance and placement of facilities or structures incidental to improvement of the highway and use by utilities and irrigation districts. The permanent easement is valued at 75% of the fee simple value. It can still be utilized for building setback purposes, possibly density calculations and landscaping area.

The temporary construction easement is valued at 10% of the fee simple value. This area is basically being rented by the Ada County Highway District to perform construction work over a one-year term.

Final Conclusion of Subject Unit Value

**\$3.25**

Ac     Sq Ft

Key No. 11582	Project No. A011(582)	Parcel No. 1	Parcel ID No. S1110449505
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**Valuation of Requirement or Total Parcel**

			Subtotal	Total
	14,164	<input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft @ \$ 3.25 per Sq Ft	= \$ 46,033	
	4,830	<input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft @ \$ 3.25 per Sq Ft x 50%	= \$ 7,848.75	\$ 53,881.75
Perm Easement	13,500	<input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft @ \$ 3.25/ Sq Ft x 75 %	= \$ 32,906.25	
Temp Easement	7,710	<input type="checkbox"/> Ac <input checked="" type="checkbox"/> Sq Ft @ \$ 3.25/ Sq Ft x 10 %	= \$ 2,505.75	\$ 35,412

**Improvements Within Requirement (If Any)**

Chain link fence w/razor wire - 720 Ln. Ft. @ \$18.00 per Ln. Ft.: *	= \$	12,960	
Rail road ties - 140 Ln. Ft. @ \$8.00 per Ln. Ft.: *	= \$	1,120	
Sprinklered turf - 11,200 Sq. Ft. @ \$1.30 per Sq. Ft.: *		14,560	
Pine trees - 3 trees @ \$1,500 per tree installed: *		4,500	
Asphalt paving - 10,200 Sq. Ft. @ \$3.00 per Sq. Ft.: *	= \$	30,600	
Landscape curbing - 350 Ln. Ft. @ \$2.50 per Ln. Ft.: *	= \$	875	\$ 64,615

\*Marshall Valuation Service/Work Files

**Loss in Value to Remainder (Severance/Minor Damages, Access Control Explanation)**


NA.		\$	0
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**Cost to Cure Items (Explain and Support)**

Allowance to move and reset 2 solar powered yard lights.		\$	200
--	--	----	-----

**Total Fair Market Value/Just Compensation \$ 154,108.75\***

\* This dollar amount does not include the consideration for the sign value or to remove and reestablish the Idaho Power sign.

Signature 	Signature
Report Date September 28, 2012	Effective Report Date September 26, 2012
Comments: Property Owner's Reported Concerns: The property representative is concerned about the loss of a portion of the enclosed yard area.	

Key No. 11582	Project No. A011(582)	Parcel No. 1	Parcel ID No. S1110449505
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**Other Attachments or References (As Applicable)**

X in box indicates required in report. Type/write next to box "NA" if not applicable or "A" if attached to report

- Letter of transmittal
- Appraiser's certification
- R/W plans sheet or map
- Assumptions and limiting conditions
- Qualifications of appraiser
- Subject photos (with project lines and location map) and interior photos, if affected
- Assessors valuation (must include category and value per category) and plat map
- Comparable sales location map and sufficient directions
- Photos of comparables
- Remarks of assistance, inspection, and level of participation in the appraisal process, if applicable
- Supporting bids, if applicable
- Discussion of current agreements of sale, options, or listings of subject property, if applicable
- Salvage value estimate of affected improvements, if applicable
- Sign identification, photograph(s), and location
- Floor plan sketch, if applicable
- Sketch of property showing improvements, if applicable
- Fixture inventory (ITD-5204), if applicable
- Identify tenant-owned property and ownership within R/W requirement
- Legal description
- Zoning information (basic in report)
- Economic rent information of impacted improvements and rental history, if applicable
- Title report (if supplied)
- Property owner advice of rights form
- Other \_\_\_\_\_

Comments:

None



# Appraiser's Certification

## Idaho Transportation Department

ITD 1896 (Rev. 01-12)  
itd.idaho.gov

Key Number	Project Number	Parcel Number	Parcel ID Number
11582	A011(582)	1	S1110449505

I certify that to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions; legal instructions are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property appraised that is the subject of this report, and no personal interest or bias with respect to the parties involved.
- My compensation for completing this assignment is not contingent upon the analysis, opinions, or conclusions reached or reported or the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have performed no (or the specified) services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Idaho Transportation Department's Appraisal Guide, the Uniform Appraisal Standards for Federal Land Acquisitions, and the appraisal Foundation's *Uniform Standards for Professional Appraisal Practice*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocations of USPAP's Jurisdictional Exception Rule as described in Section D-1 of the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- I have  have not  made a personal inspection of the property appraised that is the subject of this report. The property owner or his/her designated representative was given the opportunity to accompany the appraiser on the property inspection as stated in the appraisal report.
- No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise stated.
- I understand that this report may be used in connection with the acquisition of right-of-way for a project to be constructed by the state of Idaho.
- I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Idaho Transportation Department and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- I have, in making said appraisal, disregarded any decrease or increase in the market value of the real property prior to the date of valuation caused by the subject project for which said property is being acquired, or by the likelihood that the property would be acquired for such a project, other than that due to physical deterioration within the reasonable control of the owner(s).
- Such appraisal has been made in conformity with the appropriate state laws, regulations, policies, and procedures applicable to appraisal of right-of-way for such purposes; and no portion of the value assigned to such property consists of items that are non-compensable under the established law of said state.
- My opinion of the fair market value of the rights being acquired in the property as of September 26, 2012 is  
One Hundred Fifty Four Thousand One Hundred Eight Dollars and Seventy Five Cents (\$154,108.75), based upon my independent appraisal and the exercise of my professional judgment.

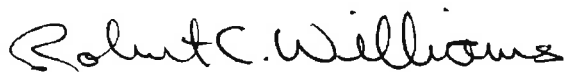
Appraiser's Signature	Appraiser's License No.	Date
	CGA-6	9/28/12
Appraiser's Signature	Appraiser's License No.	Date

CERTIFICATION OF VALUE

Property Location: 10790 West Franklin Road  
Boise, Ada County, Idaho

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation is not contingent upon the report of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, the Code of Professional Ethics, and the Standards of Professional Practice of the Appraisal Institute.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this report.
- the use of this report is subject to the requirements of the Appraisal Institute and the State of Idaho relating to review by its duly authorized representatives.
- as of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute and the State of Idaho.



Robert C. Williams, MAI  
Certified Appraiser CGA-6

## ASSUMPTIONS AND LIMITING CONDITIONS:

This Appraisal Report is subject to the following assumptions and limiting conditions:

1. The legal description furnished is assumed to be correct. No other legal matters are considered. The property is appraised assuming a clear and merchantable title.
2. The sketch in this report is included to assist the reader in visualizing the property. The appraisers have not surveyed the property and no liability is assumed in connection with such matters.
3. Certain information contained in this report was furnished by others. It is believed to be accurate and was confirmed to the best of my ability. The right is reserved to modify the conclusions if an error is discovered.
4. Robert C. Williams is an active member of the Appraisal Institute. The Bylaws and Regulations of the Appraisal Institute require each member to control the use and distribution of each appraisal report.
5. None of this appraisal, neither part nor whole, shall be disseminated to the general public by use of advertising media, public relations media, sales media, or other media for public communication, without the prior written consent of the appraiser.
6. Employment to perform this appraisal does not require court testimony unless satisfactory arrangements are made in advance.
7. The data and conclusions found in this appraisal are a part of the whole valuation. No part of this appraisal may be used out of context, as it could be misleading.
8. In order to better estimate the value of the property as a whole, the value of the land and the improvements may be shown separately; however, the value shown for either may or may not be its correct market value.
9. It is assumed by the appraisers, and the value is contingent upon the improvements meeting all applicable building codes. It is also assumed that all applicable zoning and use regulations are being complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

10. The appraisers assume there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it less valuable. No study has been made to determine whether structures may have an infestation such as termites or dry rot. The appraisers assume no responsibility for any other hidden defects or conditions such as substandard insulation, plumbing, wiring, water leaks, defective roofs or settlement which may exist. The appraisers do not warranty the property and the client should satisfy himself that the condition of the property is acceptable.
11. The Subject Property will be under management that is competent and ownership that is responsible.
12. It is assumed that the utilization of the land and improvements is within the legal boundaries or property lines and that there is no encroachment or trespass unless noted in the report.
13. Subsurface rights (minerals, oil, etc.) are not classified or considered in performing this appraisal.
14. Unless environmental studies are made available by a registered professional environmental engineer, at the client's expense, it is assumed the site or structure has not been damaged by hazardous materials or toxic substances. The appraisers are not trained to detect or analyze the remedy for such conditions. Contamination is considered a liability to the property and the property owner. The reported value is based upon the assumption that these materials or substances do not exist in or on the Subject Property.
15. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I am not a Professional Architect and I have not been provided with a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the Subject Property.

16. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may, or may not, be the market value of the component.
17. It is assumed that the Project will be constructed as shown on the Project Plans dated September 2012.



**SUMMARY OF THE RIGHTS OF AN OWNER  
WHEN ADA COUNTY HIGHWAY DISTRICT SEEKS TO ACQUIRE PROPERTY THROUGH ITS  
POWER OF EMINENT DOMAIN.**

(1) The Ada County Highway District has the power under the constitution and the laws of the state of Idaho and the United States to take private property for public use. This power is generally referred to as the power of "eminent domain" or condemnation. The power can only be exercised when:

(a) The property is needed for a public use authorized by Idaho law;

(b) The taking of the property is necessary to such use;

(c) The taking must be located in the manner which will be most compatible with the greatest public good and the least private injury.

(2) The Ada County Highway District must negotiate with the property owner in good faith to purchase the property sought to be taken and/or to settle with the owner for any other damages which might result to the remainder of the owner's property.

(3) The owner of private property to be acquired by the Ada County Highway District is entitled to be paid for any diminution in the value of the owner's remaining property which is caused by the taking and the use of the property taken proposed by the District. This compensation, called "severance damages," is generally measured by comparing the value of the property before the taking and the value of the property after the taking. Damages are assessed according to Idaho Code.

(4) The value of the property to be taken is to be determined based upon the highest and best use of the property.

(5) If the negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to assessment of damages from a court, jury, or referee as provided by Idaho law.

(6) The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process, at the owner's cost and expense.

(7) The Ada County Highway District shall deliver to the owner, upon request, a copy of all appraisal reports concerning the owner's property prepared by the Ada County Highway District. Once a complaint for condemnation is filed, the Idaho Rules of Civil Procedure control the disclosure of appraisals.

(8) The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which the Ada County Highway District condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by the Ada County Highway District by ten percent (10%) or more, the Ada County Highway District may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

(9) The summary of rights is deemed delivered when sent by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the county assessor as the owner of the property. A second copy will be attached to the appraisal at the time it is delivered to the owner.

(10) If the Ada County Highway District desires to acquire property pursuant to Chapter 7, Eminent Domain, of Title 7, Idaho Code, the Ada County Highway District or any of its agents or employees shall not give the owner any timing deadline as to when the owner must respond to the initial offer which is less than thirty (30) days. A violation of the provisions of this subsection shall render any action pursuant to this Chapter 7, Eminent Domain, of Title 7, *Idaho Code*, null and void.

(11) Under section 7-711(2)(b), Idaho Code, damages may be assessed for damages to a business. In order to recover for damages to a business, the property sought to be taken by the Ada County Highway District must constitute only a part of a larger parcel, the business must be owned by the person whose lands are sought to be taken or be located upon adjoining lands owned or held by such person, the business must have more than five (5) years standing, and the taking of a portion of the property and the construction of the improvement in the manner proposed by the Ada County Highway District must reasonably cause the damages. Business damages are not available if the loss can reasonably be prevented by relocation of the business or by taking steps that a reasonably prudent person would take, or for damages caused by temporary business interruption due to construction. Compensation for business damages shall not be duplicated in the compensation otherwise available to the property owner under paragraphs (2), (3) and (4) of this Summary. Section 7-711(2)(b), Idaho Code, sets forth the procedures an owner claiming business damages must take, and the timing thereof, in the event the negotiations to purchase the property and settle damages are unsuccessful and an action in condemnation is filed by the Ada County Highway District.

(12) Nothing in this summary of rights changes the assessment of damages set forth in section 7-711, Idaho Code.





Comparable L-1:

Location:	2850 West Fletcher Street
Date of Sale:	May 2012
Deed Number:	112044126
Seller:	Goodman Oil Company
Buyer:	D.Y. Boise River, LLC
Sale Price:	\$480,000 + \$100,000 = \$580,000
Terms:	Cash
Site Size:	3.434± Acres or 149,600± Square Feet
Dollar per Square Foot:	\$3.88
Verified With:	Broker

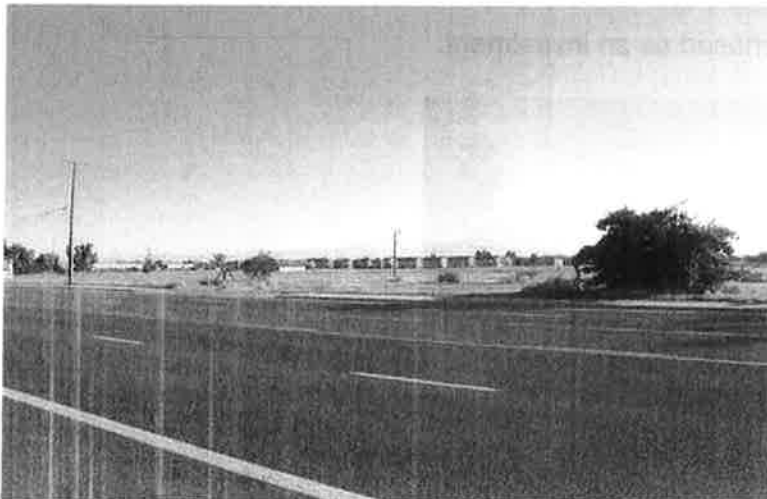
This triangular shaped site is located on the south side of West Fairview Avenue west of South 27<sup>th</sup> Street. The site has approximately 700 feet of frontage on Fairview Avenue and extends to 250± feet at its maximum depth. The site also has frontage along the Boise River and Fletcher Street. The site is generally level and part is below Fairview Avenue road grade. The street frontage along Fairview Avenue is improved with concrete curb and gutter. Fletcher Street is paved. There is a developed curb return access along Fairview. All utilities are available to the site. The site is zoned C-2D (City of Boise – General Commercial District). The reported estimated cost for demolition, remediation and site cleanup is \$100,000. The site was purchased as an investment.



Comparable L-2:

Location:	1030 North Locust Grove Road
Date of Sale:	August 2011
Deed Number:	111069397
Seller:	Wolff and Duncan
Buyer:	Newberry
Sale Price:	\$500,000
Terms:	Cash
Site Size:	3.706± Acres or 161,450± Square Feet
Dollar per Square Foot:	\$3.10
Verified With:	Buyer

This irregular shaped site is located on the east side of North Locust Grove Road one block north of East Pine Avenue. The site has approximately 210 feet of frontage on Locust Grove Road and extends to 500± feet in depth. The site is level and at road grade. The street frontage along Locust Grove Road is improved with concrete curb, gutter and sidewalk. There is a developed curb return access along the Locust Grove frontage. All utilities are available to the site. The site is zoned RUT (Ada County – Rural Urban Transitional). The site was purchased for expansion of the adjacent property to the south.



Comparable L-3:

Location:	1620 East Lanark Street
Date of Sale:	June 2011
Deed Number:	111050851
Seller:	Berry and Kobe, LLC
Buyer:	City of Meridian
Sale Price:	\$830,000
Terms:	Cash
Site Size:	6.11± Acres or 266,000± Square Feet
Dollar per Square Foot:	\$3.12
Verified With:	Buyer

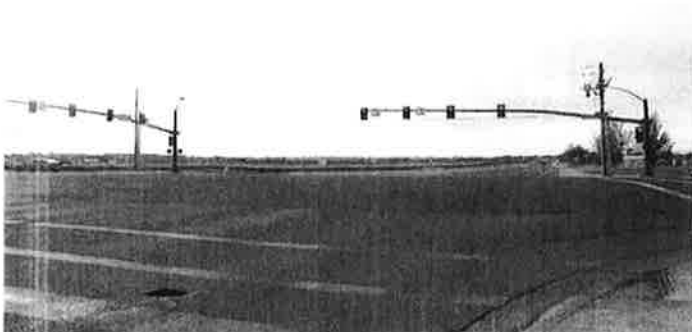
This rectangular shaped site is located on the north side of East Lanark Street in between North Locust Grove Road and North Nola Road. The site has approximately 460 feet of frontage on Locust Grove Road, 580 feet of frontage on Lanark Street and 230± feet of frontage along Nola Road. The site is generally level and slightly below road grade. The street frontage along Locust Grove Road is improved with concrete curb, gutter and sidewalk. The other street frontages are not improved. There is a developed curb return access along the Locust Grove frontage. All utilities are available to the site. The site is zoned I-L (City of Meridian – Light Industrial District). The site was purchased for a City of Meridian maintenance facility.



Comparable L-4:

Location:	tbd North Eagle Road
Date of Sale:	October 2010
Deed Number:	110099738
Seller:	DMB Investments, LLC
Buyer:	H.O.T. 1, LLC
Sale Price:	\$7,955,000
Terms:	Cash
Site Size:	35.344 Ac. less 2.06 Ac. = 33.284± Acres
Dollar per Square Foot:	\$5.49
Verified With:	Broker

This generally rectangular-shaped site is located on the west side of North Eagle Road, in between East Pine Avenue and East Commercial Street. The site has approximately 800 feet of frontage on Eagle Road and 1,900± feet of frontage along Pine Avenue and Commercial Street. The south 50 feet of the site is encumbered by the Commercial Street easement and road improvements (2.060± acres). The site is generally level and at road grade. The street frontage along Pine Avenue is improved with concrete curb, gutter and sidewalk. The street frontage along Commercial Street is improved with concrete curb and gutter. The Eagle Road/Pine Avenue intersection is fully developed and signalized. There are developed road curb returns along the south side of Pine Avenue. All utilities are stubbed into the site. The site is zoned C-G (City of Meridian – General Retail and Service Commercial District). The site was purchased to develop the Scentsy Corporate Campus.







**PioneerTitleCo.**  
GOING BEYOND

Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

**COMMITMENT  
SCHEDULE A**

Order No. 219170

**Third Amended Report**

1. Effective Date: September 13, 2012 at 7:00:00 AM

2. Policy or Policies to be issued:	<b>Policy Amount</b>	<b>Amount</b>
(a) <input checked="" type="checkbox"/> Owner's Policy - Standard Coverage	To Be Determined	

Proposed Insured: Ada County Highway District

Endorsements:

(b) <input type="checkbox"/> Loan Policy - Standard Coverage	- 0 -	-0-
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Proposed Insured: NONE

Endorsements:

**Total Title Fees: \$ 0.00**  
**Underwriting Fees: \$ 0.00**  
**Agent Title Fees: \$ 0.00**

3. The estate or interest in the land described or referred to in this Commitment and Covered herein is:

Fee Simple

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:

One Irving Associates, a Massachusetts limited partnership

5. The land referred to in this Commitment is described as follows:

**SEE ATTACHED EXHIBIT A**



**Pioneer Title Co.**  
BEYOND

Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

COMMITMENT  
SCHEDULE A

Order No. 219170

**EXHIBIT A**

**PARCEL A (Part of Parcel No. S1110438901)**

A parcel of land lying in the Southwest quarter of the Southeast quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of said Section 10 and the intersection of the centerlines of Franklin Road and Five Mile Road;

Thence along the South line of said Section 10 and the centerline of said Franklin Road North 89 degrees 56'00" West 1514.48 feet;

Thence North 00 degrees 08'17" West 40.01 feet to a point on the Northerly right-of-way of said Franklin Road and the real point of beginning;

Thence along said Northerly right-of-way of Franklin Road North 89 degrees 56'00" West 14.44 feet;

Thence North 00 degrees 03'40" East 909.59 feet to a point on the Southerly right-of-way of the Union Pacific Railroad (Oregon Short Line);

Thence along said Southerly railroad right-of-way South 88 degrees 42'48" East 11.28 feet;

Thence South 00 degrees 08'17" East 909.36 feet to the real point of beginning.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded December 10, 1998, as Instrument No. 98118709, of official records.

**ALSO EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded May 19, 2011 as Instrument No. 111041381, of official records.

**PARCEL B (Part of Parcel No. S1110438901 and all of Parcel No. S1110449505)**

A parcel of land lying in the Southeast quarter of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of said Section 10 and the intersection of the centerlines of Franklin Road and Five Mile Road;

Thence along the East line of said Section 10 and the centerline of said Five Mile Road North 00 degrees 23'45" West 45.36 feet;

Thence South 89 degrees 36'15" West 45.00 feet to a point marking the intersection of the Westerly right-of-way of said Five Mile Road and the Northerly right-of-way of said Franklin Road said point being the real point of beginning;

Thence along the said Northerly right-of-way of Franklin Road the following courses and distances:

South 88 degrees 13'58" West 156.17 feet;

South 00 degrees 04'00" West 10.00 feet;

North 89 degrees 56'00" West 112.10 feet;

North 00 degrees 04'00" East 10.00 feet;

North 89 degrees 56'00" West 1201.07 feet to a point 40.00 feet Northerly of the South line of said Section 10;

Thence leaving the Northerly right-of-way of Franklin Road and proceeding North 00 degrees 08'17" West 909.36 feet to a point on the Southerly right-of-way of the Union Pacific Railroad (Oregon Short Line);

ORT Form 4308 A

ALTA Commitment Form 2006



**Pioneer Title Co.**  
GOING BEYOND

Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

**COMMITMENT  
SCHEDULE A**

Order No. 219170

Thence along said Southerly railroad right-of-way South 88 degrees 42'48" East 783.20 feet to a point of curve; Thence Southeasterly along a curve to the right and said Southerly railroad right-of-way 688.63 feet, said curve having a central angle of 03 degrees 28'23", a radius of 11360.23 feet, a long chord of 688.52 feet bearing South 86 degrees 58'37" East to a point common to said Southerly railroad right-of-way and the Westerly right-of-way of said Five Mile Road parallel and 40.00 feet Westerly of the East line of said Section 10 South 00 degrees 23'45" East 497.52 feet; Thence continuing along said Westerly right-of-way of Five Mile Road South 00 degrees 24'43" West 354.68 feet to the real point of beginning.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded November 12, 1992, as Instrument No. 9277795, of official records.

**FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded December 10, 1998, as Instrument No. 98118709, of official records.

**AND FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded May 19, 2011, as Instrument No. 111041381, of official records, more particularly described as follows:

Project: Franklin Road: Touchmark to Five Mile Road  
Project No.: STP-7403(100)  
Parcel No.: 52

Parcel 52 Right of Way Take No. 1

A parcel of land being a portion of Warranty Deed Instrument No. 7962593, as filed in the Ada County Recorder's Office, located in the Southeast Quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of said Section 10, monumented by a 3.5" brass cap (Corner Record No. 107143502); thence

North 89°38'10" West, coincident with the Southerly line of the Southeast Quarter of said Section 10, a distance of 1529.06 feet, from which the South Quarter corner of said Section 10, monumented by a 3.5" aluminum cap (Corner Record No. 108116008), bears North 89°38'10" West, a distance of 1139.97 feet; thence

North 00°21'50" East, perpendicular to said Southerly line, a distance of 45.00 feet to a point on the Westerly line of Parcel 'A' as described in said Warranty Deed, said point being on the Northerly right of way of Franklin Road and THE POINT OF BEGINNING; thence

North 00°21'30" East, coincident with said Westerly line, a distance of 9.00 feet; thence

South 89°38'10" East, parallel with and offset 9.00 feet Northerly of said Northerly right of way, a distance of 41.83 feet; thence

South 82°46'53" East, a distance of 75.41 feet to said Northerly right of way; thence

North 89°38'10" West, coincident with said Northerly right of way, a distance of 116.70 feet to THE POINT OF BEGINNING.



**Pioneer Title Co.**  
GOING BEYOND

Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

**COMMITMENT  
 SCHEDULE A**

Order No. 219170

Project: Franklin Road: Touchmark to Five Mile Road  
 Project No.: STP-7403(100)  
 Parcel No.: 52

Parcel 52 Right of Way Take No. 2

A parcel of land being a portion of Warranty Deed Instrument No. 7962593, as filed in the Ada County Recorder's Office, located in the Southeast Quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of said Section 10, monumented by a 3.5' brass cap (Corner Record No. 107143502); thence  
 North 89°38'10" West, coincident with the Southerly line of the Southeast Quarter of said Section 10, a distance of 1182.26 feet, from which the South Quarter corner of said Section 10, monumented by a 3.5' aluminum cap (Corner Record No. 108116008), bears North 89°38'10" West, a distance of 1486.77 feet; thence  
 North 00°21'50" East, perpendicular to said Southerly line, a distance of 45.00 feet to a point on the Northerly right of way of Franklin Road, the beginning of a non-tangent curve and THE POINT OF BEGINNING; thence Easterly along the arc of said curve left, an arc distance of 153.85 feet, said curve having a radius of 9958.50 feet, a central angle of 00°53'07" and a chord bearing of North 88°24'08" East a distance of 153.85 feet; thence  
 North 87°57'35" East, a distance of 139.40 feet; thence  
 North 78°13'56" East, a distance of 71.02 feet; thence  
 North 87°57'35" East, a distance of 86.87 feet; thence  
 North 87°08'43" East, a distance of 79.27 feet to the beginning of a tangent curve; thence Easterly along the arc of said curve right, an arc distance of 120.47 feet, said curve having a radius of 1009.00 feet, a central angle of 06°50'28" and a chord bearing of South 89°26'03" East, a distance of 120.40 feet; thence  
 South 86°00'49" East, a distance of 35.81 feet; thence  
 North 56°08'56" East, a distance of 15.28 feet to the beginning of a non-tangent curve; thence Easterly along the arc of said curve right, an arc distance of 53.29 feet, said curve having a radius of 10053.50 feet, a central angle of 00°18'13" and a chord bearing of North 87°55'13" East a distance of 53.29 feet; thence  
 South 00°03'26" East, a distance of 28.26 feet to said Northerly right of way and the beginning of a non-tangent curve; thence Westerly, coincident with said Northerly right of way and along the arc of said curve to the left, an arc distance of 322.90 feet, said curve having a radius of 22958.31 feet, a central angle of 00°48'21" and a chord bearing of South 88°17'00" West, a distance of 322.90 feet; thence  
 South 87°52'49" West, coincident with said Northerly right of way, a distance of 7.40 feet to the beginning of a tangent curve; thence Westerly, coincident with said Northerly right of way and along the arc of said curve to the right, an arc distance of 59.70 feet, said curve having a radius of 7599.43 feet, a central angle of 00°27'00" and a chord bearing of South 88°06'19" West, a distance of 59.70 feet; thence  
 North 00°21'50" East, coincident with said Northerly right of way, a distance of 0.34 feet; thence  
 North 89°38'10" West, coincident with said Northerly right of way, a distance of 360.90 feet to the POINT OF BEGINNING.



Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

**COMMITMENT  
SCHEDULE B - Section I**

**Requirements**

File No. 219170

The following requirements must be met:

- (a) Pay the agreed amount for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the Policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

**SCHEDULE B - SECTION II  
COMMITMENT**

**SPECIAL EXCEPTIONS**

Order Number: 219170

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
2. **General Exceptions:**
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
  - (c) Easements, or claims of easements, not shown by the public records.
  - (d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - (e) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
  - (f) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

\*PARAGRAPHS A, B, C, D, E AND F WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B- SECTION II.



Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

SCHEDULE C  
COMMITMENT

SPECIAL EXCEPTIONS

Order Number: 219170

1. General taxes for the year 2012, which are liens, are not yet due and payable.  
Parcel No. S1110438901  
Parcel No. S1110449505
2. Sewerage charges and special assessment powers of the City of Boise. No special assessments now show of record.
3. Liens and assessments of the following district and the rights and powers thereof as provided by law. No delinquencies appear in the county recorder's office.  
District: Nampa Meridian Irrigation District (466-7861)
4. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein  
For: Pole lines and incidental purposes  
In Favor of: Idaho Power Company, a corporation  
Recorded: May 26, 1950  
Instrument No.: 302101
5. Rights-of-way for underground water source for industrial and irrigation uses and fire protection as evidenced by Water Right Licenses, recorded August 22, 1975 and March 17, 1978, as Instrument Nos. 7524747 and 7813722, respectively, records of Ada Count, Idaho.
6. A lease affecting the premises herein stated, executed by and between the parties herein named for the terms and upon the terms, covenants, and conditions therein provided.  
Dated: November 15, 1979  
Lessor: Irving Associates, a Massachusetts limited partnership  
Lessee: Idaho Power Company, a Maine corporation  
Recorded: November 15, 1979  
Instrument No.: 7962594  
Terms: Beginning November 15, 1979 and ending November 14, 2006  
Renewal Terms shall mean 5-year consecutive additional terms  
Partial Release of Leasehold Interest  
Recorded: May 19, 2011  
Instrument No.: 111041383



**Pioneer Title Co.**  
GOING BEYOND

Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

**SCHEDULE C  
COMMITMENT**

**SPECIAL EXCEPTIONS**

Order Number: 219170

7. Matters disclosed by Record of Survey  
Recorded: May 7, 1980  
Instrument No.: 8021061  
Survey No.: 115

8. Right of the Ada County Highway District to damage said premises by having the right to slope/grade a portion of said premises.  
Recorded: November 12, 1992  
Instrument No.: 9277796  
Affects: A parcel of land located in the Southeast quarter of Section 10, Township 3 North, Range 1 East, of the Boise Meridian, Ada County, Idaho. For the purpose of permanent slope easement.  
Commencing at the section corner common to Sections 10, 11, 14, 15;  
Thence North 89 degrees 38'17" West along the South line of Section 10 for a distance of 45.64 feet;  
Thence North 00 degrees 42'51" East for a distance of 112.93 feet to the true point of beginning;  
Thence continuing North 00 degrees 42'51" East for a distance of 264.37 feet;  
Thence South 89 degrees 54'23" West for a distance of 19.68 feet  
Thence South 00 degrees 05'37" East for a distance of 280.39 feet;  
Thence North 44 degrees 44'14" East for a distance of 22.62 feet to the true point of beginning.





**Pioneer Title Co.**  
GOING BEYOND

Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

**SCHEDULE C  
COMMITMENT**

**SPECIAL EXCEPTIONS**

Order Number: 219170

9. Right of the Ada County Highway District to damage said premises by having the right to slope/grade a portion of said premises.

Recorded: November 12, 1992

Instrument No.: 9277797

Affects: A parcel of land located in the Southeast quarter of Section 10, Township 3 North, Range 1 East, of the Boise Meridian, Ada County, Idaho, for the purpose of New Road Right-of-Way.

Commencing at the section corner common to Sections 10, 11, 14, 15,

Thence North 89 degrees 38'17" West along the South line of Section 10 for a distance of 1325.00 feet;

Thence North 00 degrees 21'43" East for a distance of 40.16 feet to the true point of beginning;

Thence North 00 degrees 21'44" East for a distance of 9.84 feet;

Thence South 89 degrees 38'17" East for a distance of 234.86 feet to a point on a curve to the left having a radius of 7589.43, a central angle of 02 degrees 28'36", a chord of 328.05 feet which bears North 89 degrees 07'26" East;

Thence along said curve for a distance of 328.08 feet;

Thence North 87 degrees 53'07" East for a distance of 7.43 feet to a point on a curve to the right having a radius of 22,968.31, a central angle of 00 degrees 09'22", a chord of 62.59 which bears North 87 degrees 57'48" East;

Thence along said curve for a distance of 62.59 feet;

Thence South 01 degrees 59'00" East for a distance of 10.00 feet to a point on a non-tangent curve to the left having a radius of 22,958.31, a central angle of 00 degrees 09'22", a chord of 62.56 which bears South 87 degrees 57'48" West;

Thence along said curve for a distance of 62.56 feet;

Thence South 87 degrees 53'07" West for a distance of 7.40 feet to a point on a curve to the right having a radius of 7,599.43, a central angle of 02 degrees 09'00", a chord of 285.15 which bears South 88 degrees 57'37" West;

Thence along said curve for a distance of 285.17 feet;

Thence North 89 degrees 37'52" West for a distance of 278.22 to the true point of beginning.

10. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

For: Power line easement

In Favor of: Idaho Power Company

Recorded: April 21, 1994

Instrument No.: 94037064

Affects: A strip of land 25 feet wide and 1470 ± feet in length, running parallel and adjacent to the Northerly right of way line of Franklin Road, and being located in the Southeast quarter Southeast quarter, Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho.



**Pioneer Title Co.**  
GOING BEYOND

Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

**SCHEDULE C  
COMMITMENT**

**SPECIAL EXCEPTIONS**

Order Number: 219170

11. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein  
For: Non-exclusive easement for the installation, operation, maintenance and assigns, a replacement of a water main extension and appurtenances  
In Favor of: Idaho Power Company, a Maine Corporation  
Recorded: October 5, 1998  
Instrument No.: 98095391  
Affects: A 16.0 foot strip of land centered on the following described line situated in the Southwest quarter Southeast quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, said centerline more particularly as follows:  
Commencing at the South quarter corner of Section 10, Township 3 North, Range 1 East, Boise Meridian;  
Thence South 89 degrees 56'04" East along the South boundary line of said Section 10, a distance of 1,132.0 feet;  
Thence North 0 degrees 03'40" East 25.0 to a point in the North boundary line of Franklin Road and being the point of beginning;  
Thence, continuing North 0 degrees 03'40" East parallel with the grantor's Easterly property 690.0 feet;  
Thence, East 8.0 feet to the grantor's East boundary line.
  
12. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein  
For: Easement  
In Favor of: South County Water Company  
Recorded: October 5, 1998  
Instrument No.: 98095392  
Affects: A 16.0 foot strip of land centered on the following described line situated in the Southeast quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, said centerline being more particularly described as follows:  
Commencing at the South quarter corner of said Section 10;  
Thence South 89 degrees 56'00" East, 1,132.0 feet to a point;  
Thence North 0 degrees 03'40" East, a distance of 715.0 feet to a point;  
Thence East 8.0 feet, to a point in the grantor's West property line and being the real point of beginning;  
Thence East a distance of 490.0 feet to a point of terminus.



Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

SCHEDULE C  
COMMITMENT

SPECIAL EXCEPTIONS

Order Number: 219170

13. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

For: Easement

In Favor of: South County Water Company

Recorded: October 5, 1998

Instrument No.: 98095393

Affects: A 10.00 foot strip of land centered on the following described line situated in the Southeast quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, said centerline being more particularly described as follows:

Commencing at the South quarter corner of said Section 10;

Thence, South 89 degrees 56'00" East 1,132.00 feet;

Thence, North 0 degrees 03'40" East, a distance of 715.0 feet to a point;

Thence, East 490.0 feet, to a point designated as point "A" 2<sup>nd</sup> said point being the real point of beginning;

Thence, continuing East a distance of 122.0 feet, to a point designated as point "B";

Thence, continuing East, 285.0 feet to a point designated as point "C";

Thence, continuing East 280.0 feet, more or less, to a point designated as point "D";

Thence, continuing East 240.0 feet, more or less, to the point of terminus;

**AND ALSO**

Beginning at point "A";

Thence, North 30.0 feet, more or less, to the point of terminus;

**AND ALSO**

Beginning at point "B";

Thence, South 160.0 feet, more or less, to the point of terminus;

**AND ALSO**

Beginning at point "C";

Thence, North 70.0 feet, more or less, to the point of terminus;

**AND ALSO**

Beginning at point "D";

Thence, South 290.0 feet, more or less 5.0 feet, to the point of terminus.

14. Terms and provisions set forth in agreement between the parties herein named.

Between: Department of Water Resources and Idaho Power Company

Dated: March 7, 1974

Recorded: August 22, 1975

Instrument No.: 7524747



**Pioneer Title Co.**

GOING BEYOND

Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

**SCHEDULE C  
COMMITMENT**

**SPECIAL EXCEPTIONS**

Order Number: 219170

15. Terms and provisions set forth in agreement between the parties herein named.  
Between: Department of Water Resources and Idaho Power Company  
Dated: May 13, 1975  
Recorded: March 17, 1978  
Instrument No.: 7813722
  
16. A Deed of Trust to secure an indebtedness of \$6,684,000.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.  
Dated: April 14, 1999  
Grantor: One Irving Associates Limited Partnership  
Trustee: Transnation Title & Escrow, Inc., a Delaware Corporation  
Beneficiary: Northern Life Insurance Company, ReliaStar Life Insurance Company of New York and Security Connecticut Life Insurance Company  
Recorded: April 14, 1999  
Instrument No.: 99036415
  
17. Terms and provisions set forth in agreement and assignment between the parties herein named.  
Between: One Irving Associates Limited Partnership, a Massachusetts limited partnership doing business as One Irving Associates, Northern Life Insurance Company, a Washington corporation, ReliaStar Life Insurance Company of New York, a New York corporation, and Security Connecticut Life Insurance Company, a Connecticut corporation  
Dated: April 14, 1999  
Recorded: April 14, 1999  
Instrument No.: 99036416  
Providing: Lessor desires to assign to Lenders all of the right, title and interest of Lessor in (I) the Lease, and (ii) the estate created by the Lease, and the parties hereto desire to agree to certain provisions with respect to said Lease, Notes and Deed of Trust.
  
18. Financing Statement filed under the provisions of the Uniform Commercial Code.  
Debtor: One Irving Associates Limited Partnership  
Secured Party: Northern Life Insurance Company, ReliaStar Life Insurance Company of New York, and Security Connecticut Life Insurance Company  
Recorded: April 15, 1999  
Instrument No.: 99036709  
UCC# 1



Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

SCHEDULE C  
COMMITMENT

SPECIAL EXCEPTIONS

Order Number: 219170

19. Financing Statement filed under the provisions of the Uniform Commercial Code.  
Debtor: One Irving Associates Limited Partnership  
Secured Party: Northern Life Insurance Company, ReliaStar Life Insurance Company of New York, and Security Connecticut Life Insurance Company  
Recorded: April 15, 1999  
Instrument No.: 99036710  
UCC# 1  
A continuation statement has been filed.  
Recorded: April 14, 2004  
Recording No.: 104044106
  
20. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein  
For: Permanent Slope Easement  
In Favor of: Ada County Highway District  
Recorded: May 19, 2011  
Instrument No.: 111041382
  
21. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, as disclosed in instrument or by action herein set forth.  
For: Permanent Telecommunications  
In Favor of: Level 3 Communications, Inc., a Delaware Corporation, Level 3 Communications, LLC, a Delaware Limited Liability Corporation, Level 3 Telecom Holdings, Inc., a Delaware Corporation and Sprint Communications Company, L.P., a Delaware Limited Partnership  
Disclosed: Easement Deed by Court Order in Settlement of Landowner Action  
Recorded: September 20, 2011  
Instrument No.: 111075823



Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

**SCHEDULE C  
COMMITMENT**

**SPECIAL EXCEPTIONS**

Order Number: 219170

End Of Exceptions

**NOTE: General taxes for the year 2011, which were liens, are paid.**

Parcel No.: S1110449504

Amount: \$122,734.68

Parcel No.: S1110438900

Amount: \$4,646.00

**NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges or fees for sewer, water, garbage, irrigation or other possible utility services.**

**NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.**

**NOTE: Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all canceled orders. Unless otherwise advised, orders will be considered canceled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.**

**ROBERT C. WILLIAMS, MAI**  
**CERTIFIED GENERAL APPRAISER**  
**APPRAISER'S QUALIFICATIONS**

**EDUCATION:**

Boise State University, 1980; Bachelor of Business Administration, Real Estate & Economics

**APPRAISAL EDUCATION:**

The Appraisal Institute:

- MAI Professional Designation, 1989
- Comprehensive Examination, 1988
- Demonstration Appraisal Report, 1987
- Course 2-2, Valuation Analysis and Report Writing, 1986
- Course 2-1, Case Studies in Real Estate Valuation, 1986
- Course 1B-B, Capitalization Theory & Techniques, Part B, 1985
- Course 1B-A, Capitalization Theory & Techniques, Part A, 1985
- Exam 1A-2, Basic Valuation Procedures, 1984
- Exam 1A-1, Real Estate Appraisal Principles, 1984
- Course 2-3, Standards of Professional Practice, 1984

The International Association of Assessing Officers:

- Course 3, Development and Writing of Narrative Appraisal Reports, 1983
- Course 2, Income Approach to Valuation, 1982
- Course 1, Basic Appraisal Seminar, 1982

Boise State University:

- Course E-202, Technical Writing, 1984
- Course RE-497, Property Management, 1980
- Course RE-450, Brokerage Management, 1980
- Course RE-360, Real Estate Finance, 1980
- Course RE-331, Real Estate Appraisal, 1979
- Course EC-321, Regional Economics, 1979
- Course RE-220, Real Estate Law, 1979
- Course RE-201, Fundamentals of Real Estate, 1977

**ROBERT C. WILLIAMS, MAI**  
**CERTIFIED GENERAL APPRAISER**  
**APPRAISER'S QUALIFICATIONS**

**EDUCATION:**

Boise State University, 1980; Bachelor of Business Administration, Real Estate & Economics

**APPRAISAL EDUCATION:**

The Appraisal Institute:

- MAI Professional Designation, 1989
- Comprehensive Examination, 1988
- Demonstration Appraisal Report, 1987
- Course 2-2, Valuation Analysis and Report Writing, 1986
- Course 2-1, Case Studies in Real Estate Valuation, 1986
- Course 1B-B, Capitalization Theory & Techniques, Part B, 1985
- Course 1B-A, Capitalization Theory & Techniques, Part A, 1985
- Exam 1A-2, Basic Valuation Procedures, 1984
- Exam 1A-1, Real Estate Appraisal Principles, 1984
- Course 2-3, Standards of Professional Practice, 1984

The International Association of Assessing Officers:

- Course 3, Development and Writing of Narrative Appraisal Reports, 1983
- Course 2, Income Approach to Valuation, 1982
- Course 1, Basic Appraisal Seminar, 1982

Boise State University:

- Course E-202, Technical Writing, 1984
- Course RE-497, Property Management, 1980
- Course RE-450, Brokerage Management, 1980
- Course RE-360, Real Estate Finance, 1980
- Course RE-331, Real Estate Appraisal, 1979
- Course EC-321, Regional Economics, 1979
- Course RE-220, Real Estate Law, 1979
- Course RE-201, Fundamentals of Real Estate, 1977



**Seminars/Continued Education:**

Appraisal Curriculum Overview, 2010  
Uniform Appraisal Standards for Federal Land Acquisitions, 2007  
Business Practices and Ethics, 2007  
Scope of Work, August, 2006  
Eminent Domain and Condemnation, August, 2005  
Analyzing Distressed Real Estate, August, 2005  
Internet Search Strategies for Appraisers, January, 2003  
Scope of Work, November, 2002  
Investment Real Estate Workshop, October, 2002  
Eminent Domain/Idaho Issues, March, 2001  
Attacking & Defending an Appraisal in Litigation, September, 2000  
Special Purpose Properties, September, 1999  
Local Retail Properties, September, 1999  
Skills of Expert Testimony, April, 1999  
Data Confirmation and Verification Methods, September, 1996  
The Appraiser as Expert Witness, April, 1995  
Advanced Real Estate Law in Idaho, April, 1995  
Understanding limited Appraisals & Appraisal Reporting Options, October, 1994  
30 Specialized Appraisal Issues, March, 1994  
Understanding Environmental Contamination in Real Estate, March, 1993  
Appraisal Review, August, 1992  
Overview of Final FIRREA Rules and Regulations, September, 1990  
Easement Valuation, August, 1990  
Market Feasibility, June, 1987

**CONTINUING EDUCATION FOR DESIGNATED MEMBERS:**

As of the date of this report, I, Robert C. Williams, have completed the requirements under the continuing education program of the Appraisal Institute and the State of Idaho.

EXPERIENCE:

February, 1992 to Present

Robert C. Williams Appraisals, Inc., Boise, Idaho  
Commercial Property Appraisal, Right-of-Way and Condemnation, Consulting

January, 1991 to February, 1992

L.D. Knapp & Associates, Boise, Idaho  
Commercial Property Appraisal, Feasibility Analysis, Consulting, Right-of-Way/  
Condemnation

April, 1988 to January, 1991

Idaho Land and Appraisal Service, Boise, Idaho  
Commercial Property Appraisal, Consulting, Right-of-Way/Condemnation

April, 1984 to April, 1988

Intermountain Appraisal Service, Boise, Idaho  
Commercial Property Appraisal, Consulting

September, 1981 to April, 1984

Ada County Assessor's Office, Boise, Idaho  
Appraisals for Ad Valorem Assessment, Administrative Functions

June, 1976 to September, 1981

Paul Wise Land Development & Construction, Boise, Idaho  
Field Supervisor and Laborer

COURT TESTIMONY:

Qualified as an Expert Witness in District Court

PROFESSIONAL ORGANIZATIONS:

MAI (Appraisal Institute) – (Chapter President – 1996)  
Certified General Appraiser No. 6 (Idaho)  
International Right-of-Way Association (Chapter President - 1993)

**Attachment 4**  
**Agreement to Buy and Sell**

## AGREEMENT TO BUY AND SELL

THIS AGREEMENT TO BUY AND SELL ("**Agreement**") is made and entered into this 26 day of Sept., 2015, by and between IDAHO POWER COMPANY, an Idaho Corporation, ("**Seller**") whose address is 1221 W. Idaho St., Boise, Idaho 83702, and Ada County Highway District, a body politic and corporate in the State of Idaho ("**Buyer**") whose address is 3775 Adams Street, Garden City, Idaho 83714.

### RECITALS

- A.** Seller is the owner of the real property (the "**Seller's Property**") located in the City of Boise, County of Ada, State of Idaho described on **Exhibit A** attached hereto and incorporated herein by reference.
- B.** Buyer is a single county-wide highway district organized and existing under the laws of the State of Idaho, with the responsibility and jurisdiction and authority to construct and improve highways in Ada County, Idaho, and in that connection has undertaken the Project (the "**Project**") known as Project Number 702041, Five Mile (Franklin Rd./Fairview).
- C.** In contemplation of the transactions described herein, Seller and Buyer entered into that certain Right of Entry Agreement (the "**ROE Agreement**") dated April 26, 2013 attached hereto as **Exhibit B** and incorporated herein by reference under which Buyer undertook the construction of certain improvements (the "**Improvements**") including, but not limited to, the construction of a retaining wall (the "**Retaining Wall**") on portions of Seller's Property.
- D.** In lieu of condemnation and in furtherance of the ROE Agreement and the Project, Buyer desires to (i) purchase that portion of Seller's Property (the "**ACHD Property**") depicted as proposed right of way and existing slope easement instrument no. 9277796 and highlighted in gray and purple on the drawing (the "**Drawing**") attached hereto as **Exhibit C** and incorporated herein by reference, and upon which portions of the Improvements, including the Retaining Wall, have been constructed, (ii) acquire a permanent Slope Easement (the "**Slope Easement**") across that portion of Seller's Property depicted as proposed slope easement and highlighted in orange on the Drawing, (iii) acquire a Retaining Wall Maintenance Easement (the "**Maintenance Easement**") across that portion of Seller's Property depicted as proposed wall easement and highlighted in blue on the Drawing, (iv) compensate Seller for Buyer's right to possess, enter and construct the Improvements in the temporary construction easement area (the "**Temporary Construction Area**") pursuant to the ROE Agreement and (v) grant to Seller an easement (the "**Fence Easement**") for the purpose of installing and maintaining a security fence on top of, and on either end of, the Retaining Wall located upon the ACHD Property. The Slope Easement and Maintenance Easement are hereinafter sometimes referred to collectively as the "**ACHD Easements**", and the Temporary Construction Area and areas encumbered by the ACHD Easements are hereinafter sometimes referred to collectively as the "**Easement Areas**".

E. Seller is willing to sell the ACHD Property and the ACHD Easements (collectively, the "Property") to Buyer, accept the Fence Easement and accept compensation for the Temporary Construction Area pursuant to the terms and conditions of this Agreement. The portion of Seller's Property which will continue to be owned by Seller after this transaction has closed is hereinafter sometimes referred to as the "**Remaining Property**".

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### AGREEMENT

1. **Agreement to Purchase and Sell.** Subject to the terms of this Agreement, Seller shall sell, grant and convey the Property to Buyer. Buyer shall purchase the Property from Seller and grant and convey the Fence Easement to Seller.

2. **Purchase Price.**

2.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property and the Temporary Construction Area is Two Hundred Thirty Thousand, Three Hundred Sixty-Six and 49/100 Dollars (**\$230,366.49**). An itemized accounting and breakdown of the Purchase Price is provided in the Compensation Summary (the "**Compensation Summary**") attached hereto as **Exhibit D** and incorporated herein by reference. The parties acknowledge that the amounts shown on the Compensation Summary for the Property and Temporary Construction Area were based upon the fair market value for those portions of Seller's Property set forth in that certain appraisal prepared by Robert C. Williams, MAI, Certified Appraiser CGA-6, titled "Just Compensation Appraisal Report (ITD-2288)," and dated September 28, 2012.

2.2 The Purchase Price shall be payable in cash or other readily available funds on the Closing Date (defined below).

2.3 The Parties agree that the Purchase Price includes reimbursement for any and all damages which may accrue to the Seller's Remaining Property and/or any eligible business located thereon by reason of: (i) its severance from the ACHD Property, (ii) the ACHD Easements and Temporary Construction Area thereon, and (iii) the construction of the Project on the ACHD Property and Easement Areas in the manner proposed by ACHD, and that this payment is in full settlement of all claims, demands and causes of action Seller may have against ACHD for such damages. Accordingly, Seller hereby forever releases, discharges and acquits ACHD from any and all actions, causes of action, claims or suits for damages, losses, expenses, attorney's fees and costs of suit which Seller shall have, or which in the future may arise, to the Seller's Remaining Property and/or any eligible business located thereon from or as a result of or by reason of or in connection with: (i) the severance

of the ACHD Property from the Remaining Property, (ii) the ACHD Easements and Temporary Construction Area thereon, and (iii) the construction of the Project on the ACHD Property and Easement Areas in the manner proposed by ACHD. It is agreed this release will survive the closing under this Agreement.

3. **ROE Agreement/Temporary Construction Easement.** Notwithstanding the execution of this Agreement, the ROE Agreement shall remain in full force and effect pursuant to its terms, including the provisions for termination of the ROE Agreement as set forth in Section 3 thereof. In lieu of entering into a separate easement for the Temporary Construction Area, Buyer and Seller agree that Buyer shall rely upon the rights granted to Buyer in the ROE Agreement.

4. **Condition of the Property/Possession.** Buyer has determined in its sole and absolute discretion that all aspects of the physical, legal and economic condition of the Property (including all title and environmental matters) are entirely suitable for Buyer's intended use. Seller shall convey and Buyer shall accept the Property in absolute "as is" condition without warranty or representation of any kind from Seller.

4.1 Buyer holds possession of the Property and the Temporary Easement Area pursuant to the ROE Agreement. In the event the transactions contemplated by this Agreement close on or before the Closing Date (defined below) as provided for herein, ownership of the ACHD Property and Buyer's rights under the ACHD Easements shall vest and be passed unto Buyer and the ROE Agreement will terminate as provided in Section 3 thereof. Possession of the ACHD Property and the Easement Areas by ACHD under this Section 4.1 or under Section 9 below shall not establish a landlord-tenant relationship between Seller and ACHD.

5. **Title.** Buyer agrees to take title to the Property by Deed (the "Deed") in substantially the same form attached hereto as **Attachment 1** and incorporated herein by reference, subject to all covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of Record.

6. **Contingencies in Favor of Seller.** Seller's obligation to sell the Property to Buyer is subject to the following contingencies:

6.1. Buyer shall have deposited funds in an amount equal to Purchase Price and Buyer's Closing Costs (defined below) with Closing Agent.

6.2. At least ten (10) days prior to the Closing Date, Buyer shall have delivered and Seller shall have approved an as built survey of the Improvements, including the Retaining Wall on the Property, together with legal descriptions for the ACHD Property, the ACHD Easements and the Fence Easement. The as built survey and legal descriptions shall be prepared by a licensed surveyor and shall be attached to the appropriate Closing Documents (defined below).

6.3. On or before the Closing Date, Closing Agent shall have received the Closing Documents from Buyer.

6.4. On or before the Closing Date, and to the extent required, Seller shall have received approval from the Idaho Public Utilities Commission (“IPUC”) and the Oregon Public Utility Commission (“OPUC”) to consummate the transactions contemplated by this Agreement.

6.5. Seller shall have approved Seller’s closing statement from the Closing Agent.

7. **Contingencies in favor of Buyer.** Buyer's obligation to purchase the Property from Seller is subject to the following contingencies:

7.1 On or before the Closing Date, Closing Agent shall have received the Closing Documents from Seller.

7.2 Pioneer Title Company has or is prepared to issue an Owner’s Policy of Title Insurance insuring title to the Property in an amount not to exceed the Purchase Price subject only to those exceptions shown in the Commitment, or, those exceptions shown in the Commitment that remain after Buyer purchases, at its sole cost and expense, such extended coverage endorsements as it deems necessary in its sole discretion.

7.3 Buyer shall have approved Buyer’s closing statement from Closing Agent.

8. **Mutual Contingencies.** On or before the Closing Date, Seller and Buyer shall have delivered mutually agreed upon closing escrow instructions to the Closing Agent.

9. **Closing Date.** The closing date (the “Closing Date”) shall be on or before the 15<sup>th</sup> day of October, 2015, unless the parties agree in writing to extend the Closing Date. In the event that the Closing Agent is unable, for any reason, to close on the Closing Date or any date thereafter as provided herein, ACHD shall retain full and unrestricted possession and use of the ACHD Property and Easement Areas as provided in the ROE Agreement.

10. **Closing Agent.** The closing of the transactions contemplated by this Agreement shall take place at Pioneer Title Company (the “Closing Agent”) 8151 Rifleman, Boise, ID 83704. The order number for this Closing is 219170.

11. **Closing Documents.** On or before the Closing Date, the parties shall deposit with Closing Agent, the following documents (the “Closing Documents”):

11.1 The Deed signed and acknowledged by Seller.

11.2 The Slope Easement in substantially the same form as **Attachment 2** attached hereto and incorporated herein by reference, signed and acknowledged by Buyer and Seller.

11.3 The Maintenance Easement in substantially the same form as **Attachment 3** attached hereto and incorporated herein by reference, signed and acknowledged by Buyer and Seller.

11.4 The Fence Easement in substantially the same form as **Attachment 4** attached hereto and incorporated herein, by reference signed and acknowledged by Buyer and Seller.

11.5 Written confirmation from Seller that the IPUC and/or OPUC have approved the transactions contemplated by this Agreement, or that no such approval is required to consummate the transactions contemplated by this Agreement.

11.6 Such other duly signed, and, where appropriate, acknowledged, documents as may be reasonably requested by the Closing Agent or agreed upon by the parties in order to consummate the transactions contemplated by this Agreement.

**12. Closing Costs.** Buyer shall pay all costs (“**Closing Costs**”) associated with the closing of the transactions contemplated by this Agreement, including, but not limited to all recording fees, title insurance costs and premiums, all transfer taxes and fees, all escrow fees, and the fees of any accountant or appraiser retained by the Buyer in conjunction with the transactions contemplated by this Agreement. Property taxes on the ACHD Property for the current year shall be prorated between Seller and Buyer as of the Closing Date. If the current year taxes are not known, Buyer and Seller agree that the previous year's tax assessment or an estimated amount can be used as the basis for such proration.

**13. Notices and Delivery.** All notices or other written communications hereunder shall be in writing and shall be deemed to have been properly given: (a) upon delivery, if delivered in person with receipt acknowledged in writing by the recipient thereof, (b) one (1) business day after having been deposited for overnight delivery with any nationally-recognized overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller: Idaho Power Company  
Attention: Corporate Real Estate  
1221 West Idaho Street  
Boise, ID 83702  
Telephone No.: (208) 388-2200  
E-mail: lbishop@idahopower.com



If to Buyer: ACHD  
3775 Adams Street  
Garden City, Idaho 83714.  
Telephone No.: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

The above addresses for Seller and Buyer shall be effective unless and until changed by five (5) days prior written notice given to the other party. The parties acknowledge and agree that the phone numbers and email addresses provided above are for convenience purposes only and that notices hereunder must be personally delivered or mailed as provided above.

14. **Entire Agreement and Modifications.** This Agreement and the Exhibits and Attachments attached hereto embody and constitute the entire understanding between the Parties with respect to the transactions contemplated herein. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

15. **Time.** Time is of the essence in this Agreement and all clauses herein.

16. **Assignment.** Buyer shall have no right to assign its right under this Agreement without Seller's prior written consent which may be withheld in Seller's sole and absolute discretion.

17. **Applicable Law.** This Agreement shall be interpreted under the laws of the State of Idaho.

18. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Agreement on behalf of the respective party have full power and authority, to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Agreement is binding upon the parties, their respective heirs, successors, and permitted assigns.

20. **Attorney Fees and Costs.** In the event of any litigation between the parties to this Agreement in connection with the interpretation or enforcement of this Agreement, the

prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other litigation related expenses, including, without limitation, court costs, expert fees, investigation, discovery, and travel fees (whether incurred at the trial, appellate or administrative level). All such fees shall be deemed to have accrued as of the commencement of such action and shall be in such amounts as the court or administrative body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such litigation.

21. **Survival.** Terms and conditions of this Agreement which, by their sense and context, survive the termination, cancellation or expiration of this Agreement will so survive.

22. **Additional Acts and Documents.** Each party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purposes of this Agreement, either before, at, or after Closing.

23. **Non-Waiver of Remedies.** The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement shall not constitute or act as a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

24. **Counterparts.** This Agreement shall be executed in two counterparts, each of which shall be deemed an original but both of which, together, constitute one and the same instrument.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first above written.

**SELLER:**

**Idaho Power Company,  
an Idaho corporation**

By: *Jenni Y Thurl*  
*POH* Lonnie G. Krawl  
Vice President of Human Resources,  
Administrative Services and  
Chief Information Officer

Date: 9-28-15

**ACHD:**

**Ada County Highway District,  
a Body Politic and Corporate of  
the State of Idaho**

By: *David G Wallace*  
Print Name: David G Wallace

Date: 10-1-15

**EXHIBITS AND ATTACHMENTS**

- Exhibit A. Seller's Property
- Exhibit B. ROE Agreement
- Exhibit C. Drawing
- Exhibit D. Compensation Summary
- Attachment 1. Deed
- Attachment 2. Slope Easement
- Attachment 3. Maintenance Easement
- Attachment 4. Fence Easement

*David P. Nelson*  
*Right of Way Supervisor*  
*+ Agent*  
*9/28/15*

**EXHIBIT A**

**Seller's Property**

## EXHIBIT A

All that real property located in the City of Boise, County of Ada, State of Idaho, being more particularly described below:

### PARCEL A

A parcel of land lying in the Southwest quarter of the Southeast quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of said Section 10 and the intersection of the centerlines of Franklin Road and Five Mile Road;

Thence along the South line of said Section 10 and the centerline of said Franklin Road North 89 degrees 56'00" West 1514.48 feet;

Thence North 00 degrees 08' 17" West 40.01 feet to a point on the Northerly right-of-way of said Franklin Road and the **REAL POINT OF BEGINNING**;

Thence along said Northerly right-of-way of Franklin Road North 89 degrees 56'00" West 14.44 feet; Thence North 00 degrees 03'40" East 909.59 feet to a point on the Southerly right-of-way of the Union Pacific Railroad (Oregon Short Line);

Thence along said Southerly railroad right-of-way South 88 degrees 42'48" East 11.28 feet; Thence South 00 degrees 08' 17" East 909.36 feet to the **REAL POINT OF BEGINNING**.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded December 10, 1998, as Instrument No. 98118709, of official records, being described as follows:

A parcel of land 5.00 feet wide and 707.7 feet long located in the SE1/4, Section 10, Township 3 North, Range 1 East, B.M., Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a brass cap identified as the SE Corner of said Section 10; thence, North 89 degrees 38' 27" West, along the south section line of said Section 10, also being identified as the centerline of Franklin Road, a distance of 1,529.00 feet to a point; thence, North 00 degrees 21' 13" East, a distance of 40 feet to a point, said point being THE TRUE POINT OF BEGINNING; thence, continuing North 00 degrees 21' 13" East, a distance of 5.00 feet to a point; thence, South 89 degrees 38' 27" East, a distance of 707.7 feet to a point; thence, South 00 degrees 21' 13" West, a distance of 5.00 feet to a point; thence North 89 degrees 38' 27" West, a distance of 707.7 feet back to the TRUE POINT OF BEGINNING.

**FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded May 19, 2011, as Instrument No. 111041381, of official records, being described as follows:

A parcel of land being a portion of Warranty Deed Instrument No. 7862593, as filed in the Ada County Recorder's Office, located in the SE1/4 of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the southeast corner of said Section 10, monumented by a 3.5" brass cap (Corner Record No. 107143502);

Thence North 89 degrees 38' 10" West, coincident with the southerly line of the SE ¼ of said Section 10, a distance of 1529.06 feet, from which the S ¼ corner of said Section 10, monumented by a 3.5" cap (Corner Record No. 108116008), bears North 89 degrees 38' 10" West, a distance of 1139.97 feet;

Thence North 00 degrees 21' 50" East, perpendicular to said southerly line, a distance of 45.00 feet to a point on the westerly line of Parcel 'A' as described in said Warranty Deed, said point being on the northerly right of way of Franklin Road and the **POINT OF BEGINNING**;

Thence North 00 degrees 21' 30" East, coincident with said westerly line, a distance of 9.00 feet;

Thence South 89 degrees 38' 10" East, parallel with and offset 9.00 feet northerly of said northerly right of way, a distance of 41.83 feet;

Thence South 82 degrees 46' 53" East, a distance of 75.41 feet to said northerly right of way;

Thence North 89 degrees 38' 10" West, coincident with said northerly right of way, a distance of 116.70 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.016 acres 713 square feet, more or less.

Together with and subject to covenants, easements and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

## **PARCEL B**

A parcel of land lying in the Southeast quarter of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of said Section 10 and the intersection of the centerlines of Franklin Road and Five Mile Road;

Thence along the East line of said Section 10 and the centerline of said Five Mile Road North 00 degrees 23'45" West 45.36 feet;

Thence South 89 degrees 36' 15" West 45.00 feet to a point marking the intersection of the Westerly right-of-way of said Five Mile Road and the Northerly right-of-way of said Franklin Road said point being the real point of beginning;

Thence along the said Northerly right-of-way of Franklin Road the following courses and distances:

South 88 degrees 13'58" West 156.17 feet;

South 00 degrees 04'00" West 10.00 feet;

North 89 degrees 56'00" West 112.10 feet;

North 00 degrees 04'00" East 10.00 feet;

North 89 degrees 56'00" West 1201.07 feet to a point 40.00 feet Northerly of the South line of said Section 10;

Thence leaving the Northerly right-of-way of Franklin Road and proceeding North 00 degrees 08' 17" West 909.36 feet to a point on the Southerly right-of-way of the Union Pacific Railroad (Oregon Short Line);

Thence along said Southerly railroad right-of-way South 88 degrees 42'48" East 783.20 feet to a point

of curve;

Thence Southeasterly along a curve to the right and said Southerly railroad right-of-way 688.63 feet, said curve having a central angle of 03 degrees 28'23", a radius of 1 1360.23 feet, a long chord of 688.52 feet bearing South 86 degrees 58'37" East to a point common to said Southerly railroad right-of-way and the Westerly right-of-way of said Five Mile Road parallel and 40.00 feet Westerly of the East line of said Section 10 South 00 degrees 23'45" East 497.52 feet; Thence continuing along said Westerly right-of-way of Five Mile Road South 00 degrees 24'43" West 354.68 feet to the **REAL POINT OF BEGINNING**.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded November 12, 1992, as Instrument No. 9277795, of official records, being described as follows:

A parcel of land 5.00 feet wide and 707.7 feet long located in the SE1/4, Section 10, Township 3 North, Range 1 East, B.M., Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a brass cap identified as the SE Corner of said Section 10; thence, North 89 degrees 38' 27" West, along the South Section line of said Section 10, also being identified as the Centerline of Franklin Road, a distance of 1,529.00 feet to a point; thence, North 00 degrees 21' 13" East, a distance of 40 feet to a point, said point being the **TRUE POINT OF BEGINNING**; thence, continuing North 00 degrees 21' 13" East, a distance of 5.00 feet to a point; thence, South 89 degrees 38' 27" East, a distance of 707.7 feet to a point; thence, South 00 degrees 21' 13" West, a distance of 5.00 feet to a point; thence, North 89 degrees 38' 27" West, a distance of 707.7 feet back to the True Point of Beginning.

**AND FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded December 10, 1998, as Instrument No. 98118709, of official records, being described as follows:

A parcel of land 5.00 feet wide and 707.7 feet long located in the SE1/4, Section 10, Township 3 North, Range 1 East, B.M., Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a brass cap identified as the SE Corner of said Section 10; thence, North 89 degrees 38' 27" West, along the south section line of said Section 10, also being identified as the centerline of Franklin Road, a distance of 1,529.00 feet to a point; thence, North 00 degrees 21' 13" East, a distance of 40 feet to a point, said point being THE TRUE POINT OF BEGINNING; thence, continuing North 00 degrees 21' 13" East, a distance of 5.00 feet to a point; thence, South 89 degrees 38' 27" East, a distance of 707.7 feet to a point; thence, South 00 degrees 21' 13" West, a distance of 5.00 feet to a point; thence North 89 degrees 38' 27" West, a distance of 707.7 feet back to the TRUE POINT OF BEGINNING.

**AND FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded May 19, 2011, as Instrument No. 111041381, of official records, being described as follows:

A parcel of land being a portion of Warranty Deed Instrument No. 7862593, as filed in the Ada County Recorder's Office, located in the SE1/4 of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the southeast corner of said Section 10, monumented by a 3.5" brass cap (Corner

Record No. 107143502);

Thence North 89 degrees 38' 10" West, coincident with the southerly line of the SE ¼ of said Section 10, a distance of 1529.06 feet, from which the S ¼ corner of said Section 10, monumented by a 3.5" cap (Corner Record No. 108116008), bears North 89 degrees 38' 10" West, a distance of 1139.97 feet;

Thence North 00 degrees 21' 50" East, perpendicular to said southerly line, a distance of 45.00 feet to a point on the westerly line of Parcel 'A' as described in said Warranty Deed, said point being on the northerly right of way of Franklin Road and the **POINT OF BEGINNING**;

Thence North 00 degrees 21' 30" East, coincident with said westerly line, a distance of 9.00 feet;

Thence South 89 degrees 38' 10" East, parallel with and offset 9.00 feet northerly of said northerly right of way, a distance of 41.83 feet;

Thence South 82 degrees 46' 53" East, a distance of 75.41 feet to said northerly right of way;

Thence North 89 degrees 38' 10" West, coincident with said northerly right of way, a distance of 116.70 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.016 acres 713 square feet, more or less.

Together with and subject to covenants, easements and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

## **AND ALSO:**

A parcel of land located in the SW1/4 of the SE1/4 of Section 10, Township 3 North, Range 1 East, B.M. Ada County, Idaho, and more particularly described as follows:

Commencing at the South Quarter Corner of section 10, said point also being the POINT OF BEGINNING; thence, North 00 degrees 03' 33" East along the mid section line of Section 10 a distance of 973.47 feet to a point on the Southerly right-of-way of the Union Pacific Railroad; thence, South 88 degrees 44' 07" East along said right-of-way a distance of 1,140.25 feet, more or less, to a point, being the Northwest corner of that certain parcel of land described in Warranty Deed, as Instrument No. 7962593, Records of Ada County, Idaho; thence, South 00 degrees 03' 40" West, along said West boundary of said Warranty Deed, a distance of 949.60 feet to a point on the southerly section line of Section 10, thence, North 89 degrees 56' 04" West along said section line a distance of 1,140.00 feet to the POINT OF BEGINNING.

Parcel is subject to irrigation easements and Franklin Road on the Southerly boundary.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded June 29, 2010, as Instrument No. 110060604, of official records, being described as follows:

A parcel of land being a portion of Warranty Deed Instrument No. 8228202, as recorded in the Ada



County Recorder's Office, located in the SE1/4 of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the S ¼ corner of said Section 10, monumented by a 3.5" aluminum cap (Corner Record No. 108116008);

Thence South 89 degrees 38' 10" East, coincident to the southerly line of the SE ¼ of said Section 10, a distance of 391.75 feet, from which the southeast corner of said Section 10, monumented by a 3.5" brass cap (Corner Record No. 107143502), bears South 89 degrees 38' 10" East, a distance of 2277.28 feet;

Thence North 00 degrees 21' 50" East, perpendicular with said southerly line, a distance of 45.00 feet to a point on the northerly right of way of Franklin Road and the **POINT OF BEGINNING**;

Thence North 88 degrees 12' 59" East, a distance of 240.17 feet;

Thence South 89 degrees 38' 10" East, parallel with and offset 9.00 feet northerly of said northerly right of way, a distance of 508.22 feet to a point on the easterly line of said Warranty Deed No. 8228202;

Thence South 00 degrees 21' 30" West, coincident with said easterly line, a distance of 9.00 feet to the said northerly right of way;

Thence North 89 degrees 38' 10" West, coincident with said northerly right of way, a distance of 748.22 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.130 acres or 5,654 square feet, more or less.

Together with and subject to covenants, easements and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

**EXHIBIT B**

**ROE Agreement**

Project Name: Five Mile, Franklin to Fairview  
Project No: 702041  
Name: Idaho Power  
R/W Parcel No: 1  
S1110449504  
T3 N, R 1 E, Sec 10

## RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (the "Agreement") is made and entered into this 26<sup>th</sup> day of APRIL, 2013, by and between **IDAHO POWER COMPANY, an Idaho Corporation**, ("Owner"), and the **ADA COUNTY HIGHWAY DISTRICT**, a body politic and corporate of the State of Idaho ("ACHD");

### WITNESSETH

FOR GOOD AND SUFFICIENT CONSIDERATION IT IS AGREED:

#### SECTION 1. RECITALS.

1.1 ACHD is engaged in the construction of a roadway improvement project in Ada County, Idaho, known as Project Number 702041; Five Mile; Franklin to Fairview.

1.2 In order to complete the Project it will be necessary for ACHD to acquire the following rights-of-way and easements:

Right-of-way on (fee simple title to) the real property as described on Exhibit "A"; and

Permanent Easement on, over and across the real property as described in Exhibit "B" and:

Temporary construction easement on, over and across the real property as described/depicted in Exhibit "C";

Which exhibits are attached hereto, and incorporated herein by this reference as if set out in full (hereinafter "the Property").

1.3 The parties are presently in negotiations for ACHD to acquire the Property, but pending completion thereof and the formalization of a contract of purchase and the closing thereof it has become necessary for ACHD, its employees, contractors and agents to immediately enter into possession of the Property in order to commence construction of the portion of the Project to be constructed thereon.

1.4 For such purposes, and on the terms and conditions hereinafter set forth, Owner is willing to allow ACHD to immediately take possession of the Property even though a contract of purchase is not yet finalized nor closed.

Project Name: Five Mile, Franklin to Fairview  
Project No: 702041  
Name: Idaho Power  
R/W Parcel No: 1  
S1110449504  
T3 N, R 1 E, Sec 10

**SECTION 2. IMMEDIATE POSSESSION OF PROPERTY.** From and after the date of this Agreement and for the term set forth in Section 3, Owner extends to ACHD, its employees, contractors and agents, the right to enter upon and occupy and quietly and peacefully possess the Property for the purposes of constructing the Project.

**SECTION 3. TERM AND TERMINATION.** This Agreement shall be and remain in full force and effect until the earlier of:

- (a) the completion of closing under a contract of purchase of the Property in which ACHD is the buyer and Owner is the seller, subject to approval of sale by Idaho Public Utilities Commission; or
- (b) should the parties be unable to agree on the terms and conditions of a contract of purchase of the Property, and ACHD proceeds to exercise its right and power to acquire the Property by eminent domain, upon the entry of a final Order of Condemnation of the Property in favor of ACHD;
- (c) three (3) years from the date of this Agreement, unless an action in condemnation is then pending in which event this time period shall be extended until a final judgment is entered in such action,

in which event this Agreement shall thereafter be superseded by either the duly executed, acknowledged and delivered deed to the Property or the Order of Condemnation, as applicable, and shall be of no further force or effect.

**SECTION 4. FAILURE TO TERMINATE; COVENANT TO RESTORE; ATTORNEY'S FEES.** In the event that none of the conditions for termination of this Agreement set forth in Section 3 shall occur within the time period set forth in paragraph (c) of Section 3, the possession of the Property shall revert to Owner, and ACHD covenants and agrees to restore the Property to its present condition. Owner shall have such remedies as are available at law or in equity to enforce this covenant and shall in any such action as may be required to enforce such remedies be entitled to recover its reasonable attorney's fees and costs of suit therein.

**SECTION 5. INDEMNIFICATION.** ACHD shall indemnify and save and hold Owner harmless from and against all claims, actions or judgments, for damages, injury or death caused by or arising out of the acts or omissions of ACHD, its employees, contractors or agents on the Property during the term of this Agreement.

Project Name: Five Mile, Franklin to Fairview  
Project No: 702041  
Name: Idaho Power  
R/W Parcel No: 1  
S1110449504  
T3 N, R 1 E, Sec 10

**SECTION 6. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successor and assigns to the Property and otherwise throughout the term hereof.

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

  
IDAHO POWER COMPANY:

Carolyn Bock, Director  
Corporate Real Estate

**ADA COUNTY HIGHWAY DISTRICT:**

  
Midge A. Kline  
Sr. Right-of-Way Agent

Ada County Highway District  
Project No. 702041.0 RD282  
Five Mile Road – Franklin Road to Fairview Avenue

**• Parcel 1 •**  
**Right-of-Way Requirement Description**

A parcel located in the SE ¼ of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southeasterly corner of said SE ¼, from which a brass cap monument marking the northeasterly corner of said SE ¼ bears N 0°05'33" W a distance of 2662.83 feet;

Thence N 89°38'06" W along the southerly boundary of said SE ¼ a distance of 431.18 feet to a point;

Thence leaving said southerly boundary N 0°03'06" W a distance of 59.09 feet to the POINT OF BEGINNING;

Thence continuing N 0°03'06" W a distance of 28.22 feet to a point;

Thence a distance of 21.79 feet along the arc of a 10053.50 foot radius non-tangent curve right, said curve having a radius bearing S 1°55'36" E, a central angle of 0°07'27" and a long chord bearing N 88°08'08" E a distance of 21.79 feet to a point;

Thence S 75°53'21" E a distance of 29.32 feet to a point;

Thence a distance of 285.83 feet along the arc of a 10045.50 foot radius non-tangent curve right, said curve having a radius bearing S 1°38'30" E, a central angle of 1°37'49" and a long chord bearing N 89°10'24" E a distance of 285.82 feet to a point;

Thence N 45°27'06" E a distance of 40.60 feet to a point;

Thence N 0°02'14" W a distance of 215.75 feet to a point;

Thence N 6°13'56" E a distance of 145.87 feet to a point;

Thence N 1°08'45" E a distance of 172.87 feet to a point;

Thence N 0°02'13" W a distance of 170.23 feet to a point;

Thence N 1°16'23" W a distance of 83.17 feet to a point on the southerly right-of-way of the Idaho and Northern Pacific Railroad;

**Exhibit A**

Parcel 1 Take  
Page 2

Thence along said southerly right-of-way a distance of 7.69 feet along the arc of a 11359.22 foot radius non-tangent curve right, said curve having a radius bearing S 4°32'29" W, a central angle of 0°02'20" and a long chord bearing S 85°26'21" E a distance of 7.69 feet to a point on the westerly right-of-way of Five Mile Road;

Thence leaving said southerly right-of-way S 0°05'33" E along said westerly right-of-way a distance of 502.69 feet to a point;

Thence continuing along said westerly right-of-way S 0°42'56" W a distance of 286.73 feet to a point;

Thence leaving said westerly right-of-way S 44°44'19" W a distance of 64.89 feet to a point on the northerly right-of-way of Franklin Road;

Thence along said northerly right-of-way a distance of 341.37 feet along the arc of a 22958.31 foot radius non-tangent curve left, said curve having a radius bearing S 0°27'22" E, a central angle of 0°51'07" and a long chord bearing S 89°07'04" W a distance of 341.36 feet to the POINT OF BEGINNING.

This parcel contains 18,994 square feet (0.436 acres) and is subject to any easements existing or in use.

Prepared by: Glenn K. Bennett, PLS  
Civil Survey Consultants, Incorporated  
July 12, 2012



**Exhibit A**





Ada County Highway District  
Project No. 702041.0 RD282  
Five Mile Road – Franklin Road to Fairview Avenue

**• Parcel 1 •**  
**Permanent Easement Description No. 1**

An easement for roadway slope purposes located in the SE ¼ of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southeasterly corner of said SE ¼, from which a brass cap monument marking the northeasterly corner of said SE ¼ bears N 0°05'33" W a distance of 2662.83 feet;

Thence N 89°38'06" W along the southerly boundary of said SE ¼ a distance of 431.18 feet to a point;

Thence leaving said southerly boundary N 0°03'06" W a distance of 87.31 feet to the POINT OF BEGINNING;

Thence continuing N 0°03'06" W a distance of 4.00 feet to a point;

Thence N 88°15'34" E a distance of 64.83 feet to a point;

Thence N 89°15'02" E a distance of 283.41 feet to a point;

Thence S 45°27'06" W a distance of 17.10 feet to a point;

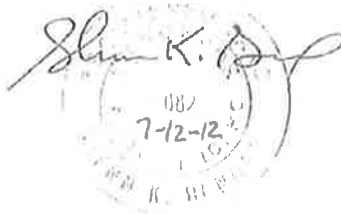
Thence a distance of 285.83 feet along the arc of a 10045.50 foot radius non-tangent curve left, said curve having a radius bearing S 0°00'41" E, a central angle of 1°37'49" and a long chord bearing S 89°10'24" W a distance of 285.82 feet to a point;

Thence N 75°53'21" W a distance of 29.32 feet to a point;

Thence a distance of 21.79 feet along the arc of a 10053.50 foot radius non-tangent curve left, said curve having a radius bearing S 1°48'09" E, a central angle of 0°07'27" and a long chord bearing S 88°08'08" W a distance of 21.79 feet to the POINT OF BEGINNING.

This parcel contains 3,627 square feet (0.083 acres) and is subject to any easements existing or in use.

Prepared by: Glenn K. Bennett, PLS  
Civil Survey Consultants, Incorporated  
July 12, 2012



**Exhibit B**

Ada County Highway District  
Project No. 702041.0 RD282  
Five Mile Road – Franklin Road to Fairview Avenue

**• Parcel 1 •**  
**Permanent Easement Description No. 2**

An easement for roadway slope purposes located in the SE ¼ of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southeasterly corner of said SE ¼, from which a brass cap monument marking the northeasterly corner of said SE ¼ bears N 0°05'33" W a distance of 2662.83 feet;

Thence N 89°38'06" W along the southerly boundary of said SE ¼ a distance of 78.97 feet to a point;

Thence leaving said southerly boundary N 0°21'54" E a distance of 103.92 feet to the POINT OF BEGINNING;

Thence N 0°02'14" W a distance of 145.55 feet to a point;

Thence S 89°57'46" W a distance of 10.00 feet to a point;

Thence N 0°02'14" W a distance of 75.00 feet to a point;

Thence N 10°29'36" E a distance of 152.59 feet to a point;

Thence N 1°07'40" E a distance of 177.69 feet to a point;

Thence N 0°02'14" W a distance of 251.20 feet to a point on the southerly right-of-way of the Idaho and Northern Pacific Railroad;

Thence along said southerly right-of-way a distance of 8.23 feet along the arc of a 11359.22 foot radius non-tangent curve right, said curve having a radius bearing S 4°30'00" W, a central angle of 0°02'30" and a long chord bearing S 85°28'45" E a distance of 8.23 feet to a point;

Thence leaving said southerly right-of-way S 1°16'23" E a distance of 83.17 feet to a point;

Thence S 0°02'13" E a distance of 170.23 feet to a point;

Thence S 1°08'45" W a distance of 172.87 feet to a point;

**Exhibit B**

Parcel 1 Easement No. 2  
Page 2

Thence S 6°13'56" W a distance of 145.87 feet to a point;

Thence S 0°02'14" E a distance of 215.75 feet to a point;

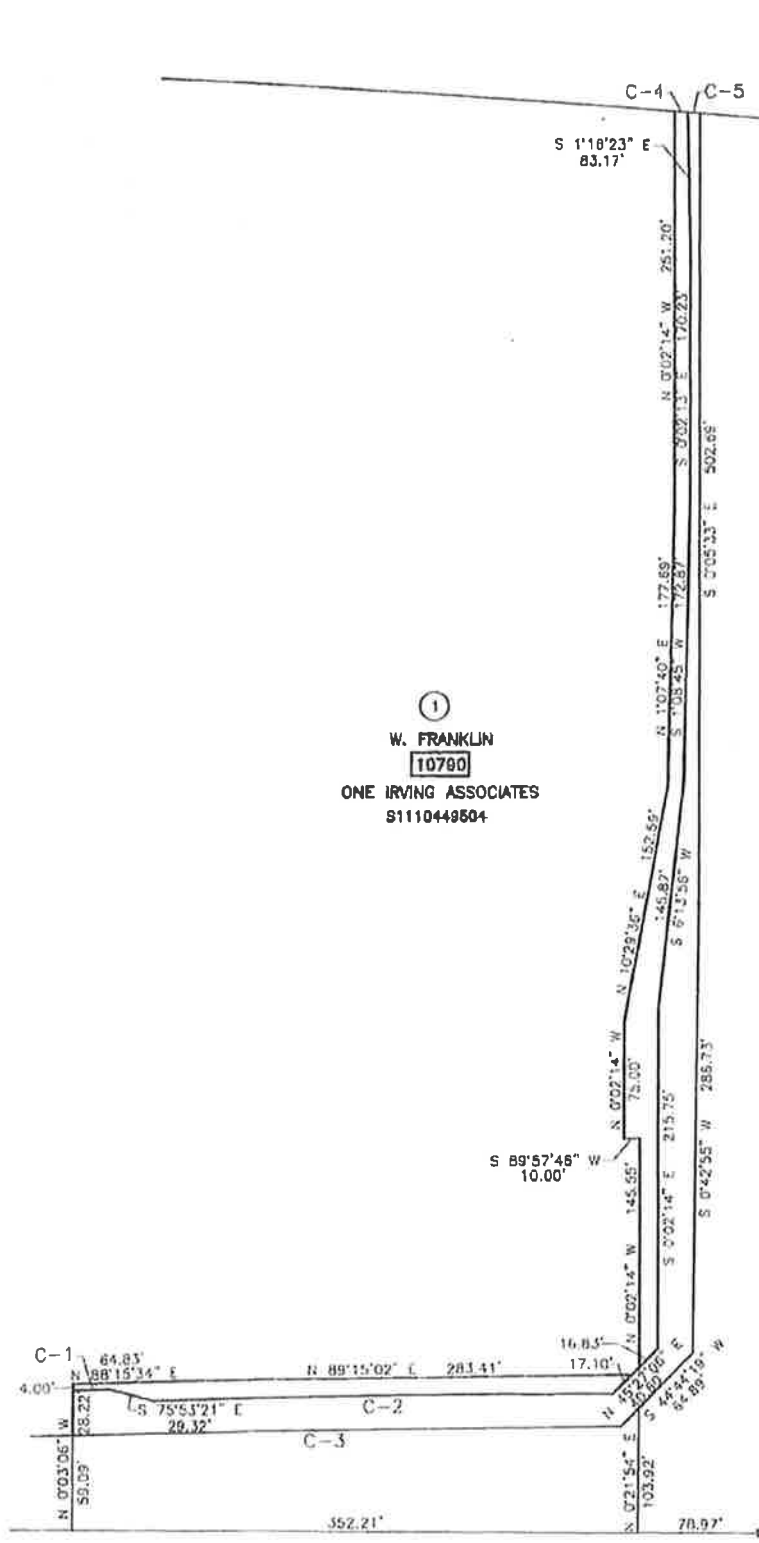
Thence S 45°27'06" W a distance of 16.83 feet to the POINT OF BEGINNING.

This parcel contains 9,873 square feet (0.227 acres) and is subject to any other easements existing or in use.

Prepared by: Glenn K. Bennett, PLS  
Civil Survey Consultants, Incorporated  
July 12, 2012



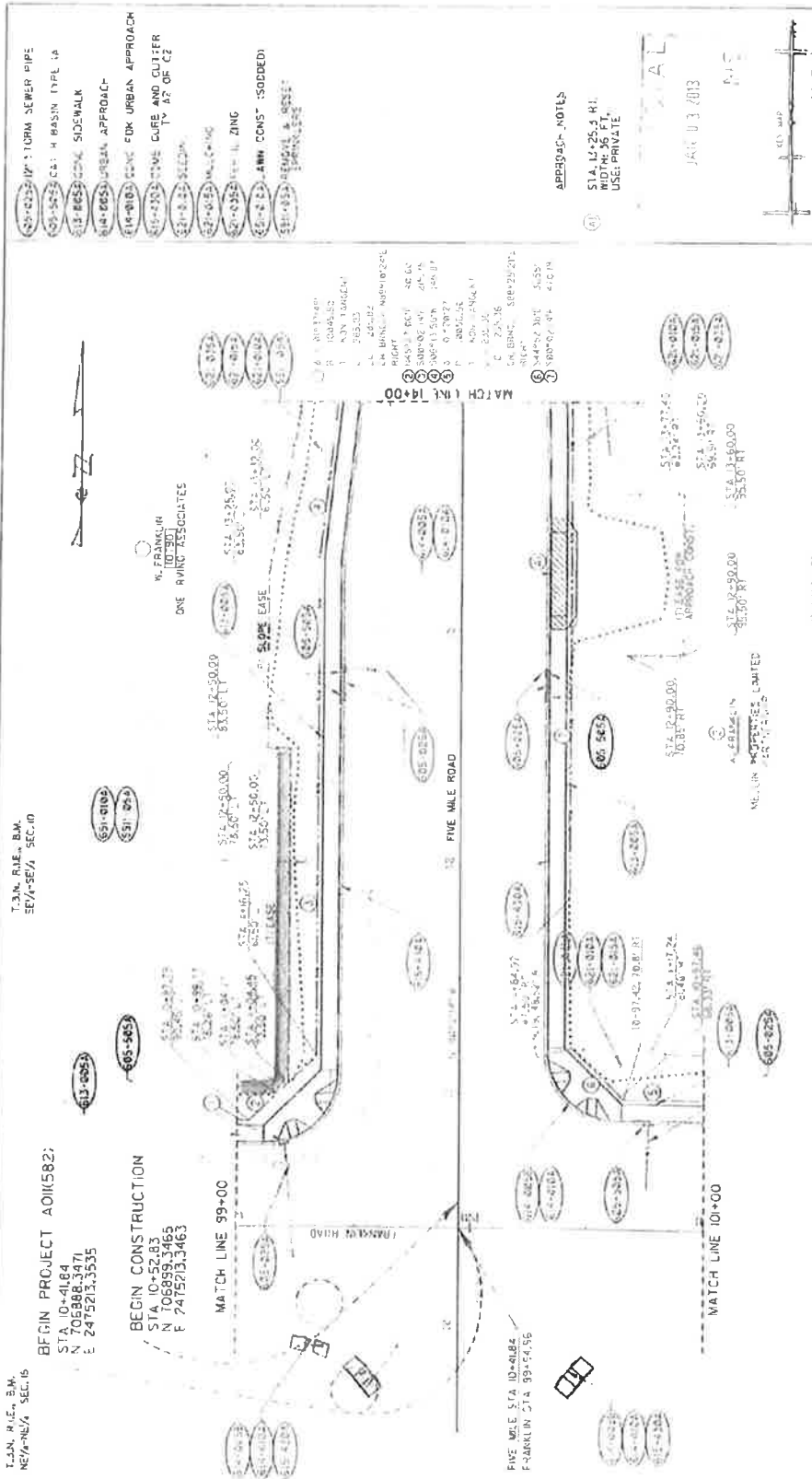
**Exhibit B**



**CURVE DATA**

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRNG.
C-1	0°07'27"	10053.50	21.79	10.89	21.79	N 88°08'08" E
C-2	1°37'49"	10045.50	285.83	142.92	285.82	N 89°10'24" E
C-3	0°51'07"	22958.31	341.37	184.19	341.36	S 89°07'04" W
C-4	0°02'30"	11359.22	8.23	4.12	8.23	S 85°28'45" E
C-5	0°02'20"	11359.22	7.69	3.85	7.66	S 85°26'21" E

**Exhibit B**



T.J.M. R.I.E., B.M.  
 NE 1/4 NW 1/4 SEC. 16  
 BGIN PROJECT A01K582;  
 STA 10+41.84  
 N 706888.3471  
 E 2475213.3535  
 BEGIN CONSTRUCTION  
 STA 10+52.83  
 N 706889.3465  
 E 2475213.3463  
 MATCH LINE 99+00  
 MATCH LINE 101+00  
 MATCH LINE 14+00  
 FIVE MILE ROAD  
 FIVE MILE STA 10+00.00  
 FRANKLIN STA 99+54.56  
 T.J.M. R.I.E., B.M.  
 NW 1/4 NW 1/4 SEC. 4  
 RIGHT OF WAY P.O.N.  
 FIVE MILE RD  
 FRANKLIN TO FAIRVIEW  
 10+00 TO 14+00  
 4011582  
 IDAHO TRANSPORTATION DEPARTMENT  
 HDR Engineering, Inc.

T.J.M. R.I.E., B.M.  
 NE 1/4 NW 1/4 SEC. 16  
 T.J.M. R.I.E., B.M.  
 NW 1/4 NW 1/4 SEC. 4  
 APPROPRIATE NOTES  
 STA 12+25.3 R/L  
 WIDTH 36 FT.  
 USE: PRIVATE  
 JUNE 13 2013  
 N.E.  
 0 20 40 60 80 100  
 REGISTERED PROFESSIONAL ENGINEER  
 5270  
 STATE OF IDAHO  
 COUNTY ADA  
 CITY NUMBER 11582  
 SHEET B OF 25  
 ENGLISH ENGINEERING, INC.  
 4011582  
 IDAHO TRANSPORTATION DEPARTMENT  
 HDR Engineering, Inc.

Exhibit C









**EXHIBIT C**

**Drawing**

**PROPERTY ACQUIRED:**

1. PARCELS A AND B COMPRISE 29.60 ACRES, CONVEYED BY SPECIAL WARRANTY DEED, INST. NO. 111048186, RECORDED 06/14/2011. GRANTOR: ONE IRVING ASSOCIATES, LP. SEE PAGE 1 FOR DETAILS ON "A", "B" AND "C" PARCEL.

2. PARCEL "C" COMPRISES 23.83 ACRES, CONVEYED BY WARRANTY DEED, INST. NO. 8228202, RECORDED 07/02/1992. GRANTORS: W. ROBERT MCBIRNEY AND FRANCES MCBIRNEY, HUSBAND AND WIFE, AND WILLIAM ROBERT MCBIRNEY, JR., SEE ALSO, THE FOLLOWING WARRANTY DEEDS: 111041381, 98118709, 9277795 AND 110069004.

TOTAL DEED ACQUIRED ACRE(S)= **53.43**

**PROPERTY DISPOSED:**

1. DEED IN FAVOR OF ADA COUNTY HIGHWAY DISTRICT, RIGHT OF WAY 18,994 SQ. FT. INST. NO. ##/##/###

TOTAL PROPERTY DISPOSAL ACRE(S)= **0.438**

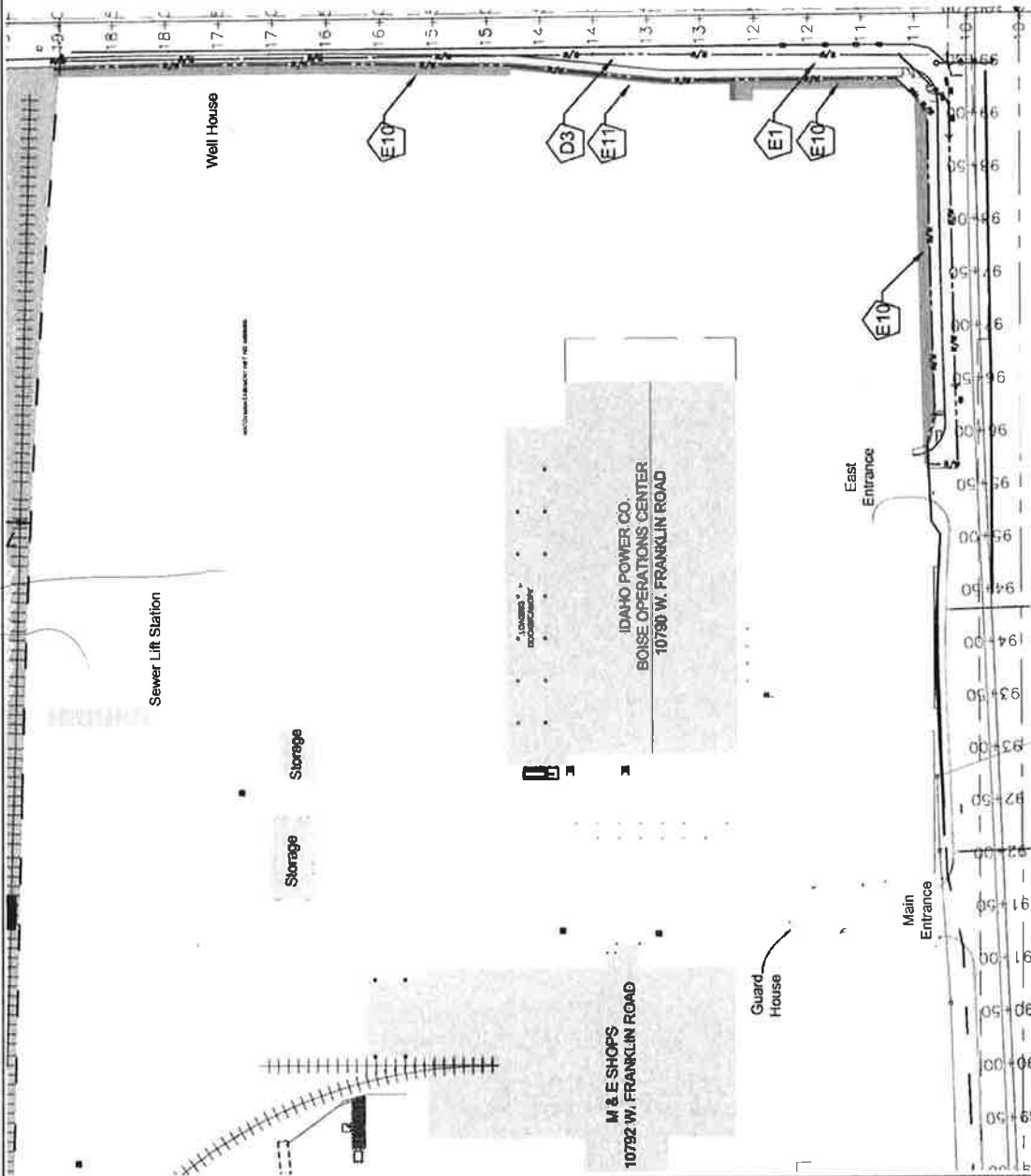
NEW CURRENT ACRES EFFECTIVE 05/1/2015= **52.994**

**ACHD FIVE MILE ROAD WIDENING PROJECT PROPOSED ROW EXACTION AND EASEMENTS**

- TEMPORARY CONSTRUCTION EASEMENT AREA 7,710 SQ. FT.
- PROPERTY LINE
- - - E1. EXISTING SLOPE EASEMENT 4,830 SQ. FT. INST. NO. 9277796 11/12/1992 (THIS AREA IS INCLUDED IN THE PROPOSED ROW EXACTION (SEE BELOW).
- █ E10. PROPOSED SLOPE EASEMENT 9,563 SQ. FT.
- █ E11. PROPOSED WALL MAINTENANCE EASEMENT 1,126 SQ. FT.
- D3 PROPOSED RIGHT OF WAY 18,994 SQ. FT.

**ACHD PROJECT TOTAL IMPACT TO IDAHO POWER PROPERTY:**

ACHD ROW EXACTION 18,994 SQ. FT.  
 ACHD NEW PERMANENT SLOPE EASEMENT 9,563 SQ. FT.  
 ACHD NEW RETAINING WALL MAINTENANCE EASEMENT 1,126 SQ. FT.



REV	DESCRIPTION	DATE	DS.	DR.
1		06-06-15	XXX	XXX

NOTES/REFERENCE DOCUMENTS	
SCALE	1" = 40'

SIGNAGE	DATE
DS. XXX 06-06-15	
DR. XXX 06-06-15	
SV. XXX 06-06-15	
SCALE	1" = 40'
NA	VERT

PROPERTY DISPOSAL MAP	CORPORATE REAL ESTATE
BOISE OPERATIONS CENTER	FACILITY ID: BOOR
ACHD FIVE MILE ROAD WIDENING PROJECT	VAULT No. 69-6925001
ADA COUNTY, IDAHO	WO No. 2738725-01
SEC. 10, T. 3N, R. 1E, B. 1M.	SHEET: 111 46

**EXHIBIT D**

**Compensation Summary**

Project Name: Five Mile-Franklin to Fairview  
 Project No: 702041  
 Name: Idaho Power Company  
 R/W Parcel No: 1  
 T3N, R1E, Sec 10  
 APN: S1110449504

## COMPENSATION SUMMARY

<u>Fee Acquisition:</u>	14,164 sf @ \$3.25 per sf	\$46,033.00
<u>Fee Acquisition:</u>	4,830 sf @ \$3.25 per sf x 50%	\$ 7,848.75
<u>Permanent Slope Easement:</u>		
	9,778 sf @ \$3.25 per sf x 75%	\$23,833.88
<u>Wall Maintenance Easement:</u>		
	1.987 s.f. @ \$3.25 per sf x 75%	\$ 4,843.31
<u>Temporary Construction Easement:</u>		
	7,710 sf @ \$3.25 per sf x 10%	\$ 2,505.75
<u>Improvements:</u>		
	Earth Work: 399 cy @ \$35 per cy	\$ 13965.00
	Evergreen Trees: 3 @ \$1,500 each	\$ 4,500.00
	Plants (Carpet Rose, Fountain Grass)	\$ 8,500.00
	Turf Grass: 8,000 sf @ \$1.65 per sf	\$13,200.00
	Railroad Ties: 140 @ \$8.00 per railroad tie	\$ 1,120.00
	Landscaping Curb: 350 lf @ \$2.50 per lf	\$ 875.00
	Asphalt Paving: 2,600 sf @ \$3.00 per sf	\$ 7,800.00
	Gravel Mulch & Weed Barrier	\$ 10500.00
	Grass Seeding	\$ 2500.00
	Irrigation System	\$ 10390.00
 <u>Cost to Cure Items:</u>		
	Fencing (Relocation and Temporary): 650 lf	\$17,000.00
	Fencing (Permanent): 650 lf	\$25,850.00
	Electric Sign at Entry	\$ 5,066.80
	Sign Electrical Installation Work	\$ 2250.00
	Relocate 2 Solar Lights: 2 @ \$100 each	\$ 200.00
	Relocate Material and Inventory (Based on Owners Bid)	\$ 8,600.00
	Labor and Vehicle Costs	\$ 5,250.00
	Fencing Adjustments at Retaining Wall (Relocation)	\$ 3,380.00
	Temporary Irrigation	\$ 2285.00
	Main Line Irrigation Repair	\$ 2070.00
 <b>Total Compensation.....</b>		 <b><u>\$230,366.49</u></b>

ATTACHMENT 1  
DEED

Return to:  
ACHD  
Project No. 702041  
3775 Adams Street  
Garden City, Idaho 83714

QUITCLAIM DEED

FOR VALUE RECEIVED the IDAHO POWER COMPANY, an Idaho corporation ("Grantor"), does hereby convey, release, remise and forever quit claim unto ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho ("Grantee"), whose current address is 3775 Adams Street, Garden City, Idaho 83714, all of Grantor's right, title and interest in and to the real property situated in Ada County, Idaho, more particularly described in the attached Exhibit A made a part hereof.

TO HAVE AND TO HOLD said premises, together with its appurtenances unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

IDAHO POWER COMPANY, an Idaho corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this \_\_\_\_\_, day of \_\_\_\_\_, in the year 2015, before me, \_\_\_\_\_, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of IDAHO POWER COMPANY, that executed the said instrument, and acknowledged to me that such IDAHO POWER COMPANY executed the same.

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: \_\_\_\_\_

Ada County Highway District  
Project No. 702041.0 RD282  
Five Mile Road – Franklin Road to Fairview Avenue

**• Parcel 1 •**  
**Right-of-Way Requirement Description**

A parcel located in the SE ¼ of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southeasterly corner of said SE ¼, from which a brass cap monument marking the northeasterly corner of said SE ¼ bears N 0°05'33" W a distance of 2662.83 feet;

Thence N 89°38'06" W along the southerly boundary of said SE ¼ a distance of 431.18 feet to a point;

Thence leaving said southerly boundary N 0°03'06" W a distance of 59.09 feet to the POINT OF BEGINNING;

Thence continuing N 0°03'06" W a distance of 28.22 feet to a point;

Thence a distance of 21.79 feet along the arc of a 10053.50 foot radius non-tangent curve right, said curve having a radius bearing S 1°55'36" E, a central angle of 0°07'27" and a long chord bearing N 88°08'08" E a distance of 21.79 feet to a point;

Thence S 75°53'21" E a distance of 29.32 feet to a point;

Thence a distance of 285.83 feet along the arc of a 10045.50 foot radius non-tangent curve right, said curve having a radius bearing S 1°38'30" E, a central angle of 1°37'49" and a long chord bearing N 89°10'24" E a distance of 285.82 feet to a point;

Thence N 45°27'06" E a distance of 40.60 feet to a point;

Thence N 0°02'14" W a distance of 215.75 feet to a point;

Thence N 6°13'56" E a distance of 145.87 feet to a point;

Thence N 1°08'45" E a distance of 172.87 feet to a point;

Thence N 0°02'13" W a distance of 170.23 feet to a point;

Thence N 1°16'23" W a distance of 83.17 feet to a point on the southerly right-of-way of the Idaho and Northern Pacific Railroad;

Parcel 1 Take

Page 2

Thence along said southerly right-of-way a distance of 7.69 feet along the arc of a 11359.22 foot radius non-tangent curve right, said curve having a radius bearing S 4°32'29" W, a central angle of 0°02'20" and a long chord bearing S 85°26'21" E a distance of 7.69 feet to a point on the westerly right-of-way of Five Mile Road;

Thence leaving said southerly right-of-way S 0°05'33" E along said westerly right-of-way a distance of 502.69 feet to a point;

Thence continuing along said westerly right-of-way S 0°42'56" W a distance of 286.73 feet to a point;

Thence leaving said westerly right-of-way S 44°44'19" W a distance of 64.89 feet to a point on the northerly right-of-way of Franklin Road;

Thence along said northerly right-of-way a distance of 341.37 feet along the arc of a 22958.31 foot radius non-tangent curve left, said curve having a radius bearing S 0°27'22" E, a central angle of 0°51'07" and a long chord bearing S 89°07'04" W a distance of 341.36 feet to the POINT OF BEGINNING.

This parcel contains 18,994 square feet (0.436 acres) and is subject to any easements existing or in use.

Prepared by: Glenn K. Bennett, PLS  
Civil Survey Consultants, Incorporated  
July 12, 2012



ATTACHMENT 2

SLOPE EASEMENT



Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

Idaho Power Company  
Boise Operations Center Lands

(Reserved for Ada County Recorder)

## **PERMANENT SLOPE EASEMENT**

THIS PERMANENT SLOPE EASEMENT (the "Easement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between, **Idaho Power Company**, an Idaho corporation, hereinafter referred to as 'GRANTOR', and **Ada County Highway District**, a body politic and corporate of the State of Idaho, hereinafter referred to as "ACHD";

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

### **SECTION 1. Recitals.**

1.1 GRANTOR owns that certain real property located in Ada County, State of Idaho ("Grantor's Property"), being more particularly described on Exhibit 'A' attached hereto and made a part hereof.

1.2 ACHD owns and has exclusive jurisdiction over the public rights-of-way commonly known as W. Franklin Road and N. Five Mile Road ("ACHD Right-of-Way"), each of which adjoins Grantor's Property.

1.3 ACHD has reconstructed and improved the ACHD Right-of-Way adjacent to Grantor's Property and desires to obtain a slope easement on, under and across portions of Grantor's Property in order to provide structural integrity to the ACHD Right-of-Way, and, on the terms and conditions hereinafter set forth, GRANTOR is willing to grant such slope easement to ACHD.

### **SECTION 2. Grant and Authorized Use; Use not Exclusive.**

2.1 On the terms and conditions hereinafter set forth, GRANTOR hereby grants to ACHD a perpetual slope easement on, under and across those portions of Grantor's Property more particularly described in Exhibit 'B' attached hereto and made a part hereof ("Easement Premises"), for the following uses and purposes and no others:

the construction and permanent placement of rock, dirt, clean fill, gravel mulch finish, and related improvements creating a slope supporting and holding up the adjacent ACHD Right-of-Way

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

(hereinafter "Slope"), and for maintenance and repair of such Slope; as well as necessary access over Grantor's Property to the Easement Premises.

2.2 This Easement does not extend to ACHD the right to use the surface of the Easement Premises to the exclusion of Grantor, and ACHD's rights under this Easement are subject to the rights of the Grantor and Grantor's guests, invitees, agents and contractors to use and enjoy the surface of the Easement Premises, provided the physical integrity of the Slope is not compromised by such activities.

### SECTION 3. Construction and Installation.

The construction of the Slope within the Easement Premises, and any repair and maintenance thereof, shall be accomplished according to good engineering practices. All costs and expenses related to the design, construction, maintenance and repair of the Slope shall be the sole responsibility and obligation of, and shall be paid by, ACHD. Provided, after ACHD completes the gravel mulch installation on the surface of the Slope, the costs of weeding, and otherwise maintaining the gravel mulch finish and the surface of the Slope shall be at the sole cost and expense of Grantor.

### SECTION 4. Maintenance.

4.1 ACHD shall maintain the physical integrity of the Slope in good condition and repair and as required to satisfy all requirements of applicable laws, the policies of ACHD and sound engineering practices. The repair and maintenance of the physical integrity of the Slope shall be at the sole cost and expense of ACHD; provided if the damage to the physical integrity of the Slope is as a result of the activities of Grantor, Grantor's guests, invitees, contractors or agents, the repair shall be at the sole cost and expense of Grantor.

4.2 If the gravel mulch surface is damaged as a result of the performance by ACHD of any repair and maintenance of the physical integrity of the Slope, at its sole cost and expense ACHD shall promptly restore the damaged gravel mulch surface.

4.3 Notice to GRANTOR. In the case of any emergency requiring immediate attention, ACHD shall provide GRANTOR with reasonable notice by phoning GRANTOR's Security Department at the telephone numbers set forth in Section 5, below, to advise of ACHD's intent to enter Grantor's Property and the Easement Premises to access the Slope to address the emergency situation. ACHD shall ensure Grantor's Property and Easement Premises are secure at all times during emergency repairs and actions. For any other non-emergency access to Grantor's Property or the Easement Premises for repair or maintenance of the Slope, ACHD shall provide GRANTOR with written notice, as provided in Section 5, below, at least Six (6) months prior to commencing any construction, repair or maintenance within the Easement Premises.

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

**SECTION 5. Notices.**

Any notice, demand or communication given under the terms of this Agreement shall be deemed given and delivered when it is in writing and personally delivered or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested and addressed to the party at the address set forth below:

**GRANTOR:**

Idaho Power Company  
Corporate Real Estate Department  
P.O. Box 70 (83707)  
1221 W. Idaho Street  
Boise, Idaho 83702  
Ph: (208) 388-2000

Emergency Contact:

Security: (208) 388-6600  
Security Pager: (208) 387-8307

**ACHD:**

Ada County Highway District  
3775 Adams Street  
Garden City, Idaho 83714  
Ph: (208) 387-6100

Either party may by written notice to the other designate a new or additional address to which notices, demands or communications may be mailed. The parties acknowledge and agree that the phone numbers provided above are for convenience purposes only but that notices hereunder must be personally delivered or mailed as provided above.

**SECTION 6. Restoration.**

If Grantor's Property is damaged during access to the Easement Premises, or construction, maintenance and/or repair of the Slope by ACHD, its employees and contractors, ACHD shall restore the same within seventy-two (72) hours, or if the damage is such that restoration is not possible within said seventy-two (72) hour period then ACHD shall have commenced the restoration process and will complete same as soon as is reasonably practical, at its sole cost and expense, to at least as good a condition as existed prior to the damage.

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

SECTION 7. Compliance with the Law.

In its use of Grantor's Property and the Easement Premises, ACHD hereby covenants and agrees to comply in all respects with any and all federal, state and local statutes, law, ordinances, codes, policies, rules and regulations.

SECTION 8. Indemnification.

ACHD hereby indemnifies and saves and holds Grantor harmless from and against any and all claims for loss, injury, death or damage, and reasonable attorney's fees and costs that may be incurred by Grantor in defending such claims, caused by or arising out of ACHD's construction of the Slope within the Easement Premises or ACHD's access over Grantor's Property, and any repair or maintenance thereof.

SECTION 9. Covenants Run with the Land.

This Easement shall be a burden upon Grantor's Property and shall be appurtenant to and for the benefit of the ACHD Right-of-Way, and shall run with the land.

SECTION 10. Not a Dedication to the Public. This Easement is not a dedication or grant to the public, and is strictly limited to the authorized uses by ACHD, its employees and contractors set forth in Section 2.

SECTION 11. Exhibits.

All exhibits attached hereto and the recitals contained herein are incorporated herein as if set forth in full herein.

SECTION 12. Successors and Assigns.

The Easement herein granted, and the covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. .

SECTION 13. Recordation.

This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day, month and year first set forth above.

**GRANTOR:**

Idaho Power Company,  
an Idaho corporation

**ACHD:**

Ada County Highway District,  
A Body Politic and Corporate of  
the State of Idaho

By: \_\_\_\_\_  
Angela Wood  
Land Management Leader

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**List of Exhibits:**

Exhibit 'A' - Grantor's Property

Exhibit 'B' - Easement Premises

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this \_\_\_ day of \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public in and for the State of Idaho, personally appeared Angela Wood, known or identified to me to be the Land Management Leader of **Idaho Power Company**, and that she executed this instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

\_\_\_\_\_  
*Notary Public for Idaho*  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this \_\_\_ day of \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known or identified to me to be the President, and \_\_\_\_\_, known or identified to me to be the Secretary of the Corporation that executed this instrument or the persons who executed this instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

\_\_\_\_\_  
*Notary Public for Idaho*  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

{00173898.DOCX; 1}

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

**Exhibit 'A'**

Grantor's Property

[See attached legal description.]

## EXHIBIT A

All that real property located in the City of Boise, County of Ada, State of Idaho, being more particularly described below:

### PARCEL A

A parcel of land lying in the Southwest quarter of the Southeast quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of said Section 10 and the intersection of the centerlines of Franklin Road and Five Mile Road;  
Thence along the South line of said Section 10 and the centerline of said Franklin Road North 89 degrees 56'00" West 1514.48 feet;  
Thence North 00 degrees 08'17" West 40.01 feet to a point on the Northerly right-of-way of said Franklin Road and the **REAL POINT OF BEGINNING**;  
Thence along said Northerly right-of-way of Franklin Road North 89 degrees 56'00" West 14.44 feet;  
Thence North 00 degrees 03'40" East 909.59 feet to a point on the Southerly right-of-way of the Union Pacific Railroad (Oregon Short Line);  
Thence along said Southerly railroad right-of-way South 88 degrees 42'48" East 11.28 feet; Thence South 00 degrees 08'17" East 909.36 feet to the **REAL POINT OF BEGINNING**.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded December 10, 1998, as Instrument No. 98118709, of official records, being described as follows:

A parcel of land 5.00 feet wide and 707.7 feet long located in the SE1/4, Section 10, Township 3 North, Range 1 East, B.M., Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a brass cap identified as the SE Corner of said Section 10; thence, North 89 degrees 38' 27" West, along the south section line of said Section 10, also being identified as the centerline of Franklin Road, a distance of 1,529.00 feet to a point; thence, North 00 degrees 21' 13" East, a distance of 40 feet to a point, said point being **THE TRUE POINT OF BEGINNING**; thence, continuing North 00 degrees 21' 13" East, a distance of 5.00 feet to a point; thence, South 89 degrees 38' 27" East, a distance of 707.7 feet to a point; thence, South 00 degrees 21' 13" West, a distance of 5.00 feet to a point; thence North 89 degrees 38' 27" West, a distance of 707.7 feet back to the **TRUE POINT OF BEGINNING**.

**FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded May 19, 2011, as Instrument No. 111041381, of official records, being described as follows:

A parcel of land being a portion of Warranty Deed Instrument No. 7862593, as filed in the Ada County Recorder's Office, located in the SE1/4 of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the southeast corner of said Section 10, monumented by a 3.5" brass cap (Corner Record No. 107143502);



Thence North 89 degrees 38' 10" West, coincident with the southerly line of the SE ¼ of said Section 10, a distance of 1529.06 feet, from which the S ¼ corner of said Section 10, monumented by a 3.5" cap (Corner Record No. 108116008), bears North 89 degrees 38' 10" West, a distance of 1139.97 feet;

Thence North 00 degrees 21' 50" East, perpendicular to said southerly line, a distance of 45.00 feet to a point on the westerly line of Parcel 'A' as described in said Warranty Deed, said point being on the northerly right of way of Franklin Road and the **POINT OF BEGINNING**;

Thence North 00 degrees 21' 30" East, coincident with said westerly line, a distance of 9.00 feet;

Thence South 89 degrees 38' 10" East, parallel with and offset 9.00 feet northerly of said northerly right of way, a distance of 41.83 feet;

Thence South 82 degrees 46' 53" East, a distance of 75.41 feet to said northerly right of way;

Thence North 89 degrees 38' 10" West, coincident with said northerly right of way, a distance of 116.70 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.016 acres 713 square feet, more or less.

Together with and subject to covenants, easements and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

## **PARCEL B**

A parcel of land lying in the Southeast quarter of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of said Section 10 and the intersection of the centerlines of Franklin Road and Five Mile Road;

Thence along the East line of said Section 10 and the centerline of said Five Mile Road North 00 degrees 23'45" West 45.36 feet;

Thence South 89 degrees 36'15" West 45.00 feet to a point marking the intersection of the Westerly right-of-way of said Five Mile Road and the Northerly right-of-way of said Franklin Road said point being the real point of beginning;

Thence along the said Northerly right-of-way of Franklin Road the following courses and distances:

South 88 degrees 13'58" West 156.17 feet;

South 00 degrees 04'00" West 10.00 feet;

North 89 degrees 56'00" West 112.10 feet;

North 00 degrees 04'00" East 10.00 feet;

North 89 degrees 56'00" West 1201.07 feet to a point 40.00 feet Northerly of the South line of said Section 10;

Thence leaving the Northerly right-of-way of Franklin Road and proceeding North 00 degrees 08'17" West 909.36 feet to a point on the Southerly right-of-way of the Union Pacific Railroad (Oregon Short Line);

Thence along said Southerly railroad right-of-way South 88 degrees 42'48" East 783.20 feet to a point

of curve;

Thence Southeasterly along a curve to the right and said Southerly railroad right-of-way 688.63 feet, said curve having a central angle of 03 degrees 28'23", a radius of 11360.23 feet, a long chord of 688.52 feet bearing South 86 degrees 58'37" East to a point common to said Southerly railroad right-of-way and the Westerly right-of-way of said Five Mile Road parallel and 40.00 feet Westerly of the East line of said Section 10 South 00 degrees 23'45" East 497.52 feet; Thence continuing along said Westerly right-of-way of Five Mile Road South 00 degrees 24'43" West 354.68 feet to the **REAL POINT OF BEGINNING**.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded November 12, 1992, as Instrument No. 9277795, of official records, being described as follows:

A parcel of land 5.00 feet wide and 707.7 feet long located in the SE1/4, Section 10, Township 3 North, Range 1 East, B.M., Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a brass cap identified as the SE Corner of said Section 10; thence, North 89 degrees 38' 27" West, along the South Section line of said Section 10, also being identified as the Centerline of Franklin Road, a distance of 1,529.00 feet to a point; thence, North 00 degrees 21' 13" East, a distance of 40 feet to a point, said point being the **TRUE POINT OF BEGINNING**; thence, continuing North 00 degrees 21' 13" East, a distance of 5.00 feet to a point; thence, South 89 degrees 38' 27" East, a distance of 707.7 feet to a point; thence, South 00 degrees 21' 13" West, a distance of 5.00 feet to a point; thence, North 89 degrees 38' 27" West, a distance of 707.7 feet back to the True Point of Beginning.

**AND FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded December 10, 1998, as Instrument No. 98118709, of official records, being described as follows:

A parcel of land 5.00 feet wide and 707.7 feet long located in the SE1/4, Section 10, Township 3 North, Range 1 East, B.M., Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a brass cap identified as the SE Corner of said Section 10; thence, North 89 degrees 38' 27" West, along the south section line of said Section 10, also being identified as the centerline of Franklin Road, a distance of 1,529.00 feet to a point; thence, North 00 degrees 21' 13" East, a distance of 40 feet to a point, said point being THE TRUE POINT OF BEGINNING; thence, continuing North 00 degrees 21' 13" East, a distance of 5.00 feet to a point; thence, South 89 degrees 38' 27" East, a distance of 707.7 feet to a point; thence, South 00 degrees 21' 13" West, a distance of 5.00 feet to a point; thence North 89 degrees 38' 27" West, a distance of 707.7 feet back to the TRUE POINT OF BEGINNING.

**AND FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded May 19, 2011, as Instrument No. 111041381, of official records, being described as follows:

A parcel of land being a portion of Warranty Deed Instrument No. 7862593, as filed in the Ada County Recorder's Office, located in the SE1/4 of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the southeast corner of said Section 10, monumented by a 3.5" brass cap (Corner

Record No. 107143502);

Thence North 89 degrees 38' 10" West, coincident with the southerly line of the SE ¼ of said Section 10, a distance of 1529.06 feet, from which the S ¼ corner of said Section 10, monumented by a 3.5" cap (Corner Record No. 108116008), bears North 89 degrees 38' 10" West, a distance of 1139.97 feet;

Thence North 00 degrees 21' 50" East, perpendicular to said southerly line, a distance of 45.00 feet to a point on the westerly line of Parcel 'A' as described in said Warranty Deed, said point being on the northerly right of way of Franklin Road and the **POINT OF BEGINNING**;

Thence North 00 degrees 21' 30" East, coincident with said westerly line, a distance of 9.00 feet;

Thence South 89 degrees 38' 10" East, parallel with and offset 9.00 feet northerly of said northerly right of way, a distance of 41.83 feet;

Thence South 82 degrees 46' 53" East, a distance of 75.41 feet to said northerly right of way;

Thence North 89 degrees 38' 10" West, coincident with said northerly right of way, a distance of 116.70 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.016 acres 713 square feet, more or less.

Together with and subject to covenants, easements and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

## **AND ALSO:**

A parcel of land located in the SW1/4 of the SE1/4 of Section 10, Township 3 North, Range 1 East, B.M. Ada County, Idaho, and more particularly described as follows:

Commencing at the South Quarter Corner of section 10, said point also being the POINT OF BEGINNING; thence, North 00 degrees 03' 33" East along the mid section line of Section 10 a distance of 973.47 feet to a point on the Southerly right-of-way of the Union Pacific Railroad; thence, South 88 degrees 44' 07" East along said right-of-way a distance of 1,140.25 feet, more or less, to a point, being the Northwest corner of that certain parcel of land described in Warranty Deed, as Instrument No. 7962593, Records of Ada County, Idaho; thence, South 00 degrees 03' 40" West, along said West boundary of said Warranty Deed, a distance of 949.60 feet to a point on the southerly section line of Section 10, thence, North 89 degrees 56' 04" West along said section line a distance of 1,140.00 feet to the POINT OF BEGINNING.

Parcel is subject to irrigation easements and Franklin Road on the Southerly boundary.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded June 29, 2010, as Instrument No. 110060604, of official records, being described as follows:

A parcel of land being a portion of Warranty Deed Instrument No. 8228202, as recorded in the Ada

County Recorder's Office, located in the SE1/4 of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the S ¼ corner of said Section 10, monumented by a 3.5" aluminum cap (Corner Record No. 108116008);

Thence South 89 degrees 38' 10" East, coincident to the southerly line of the SE ¼ of said Section 10, a distance of 391.75 feet, from which the southeast corner of said Section 10, monumented by a 3.5" brass cap (Corner Record No. 107143502), bears South 89 degrees 38' 10" East, a distance of 2277.28 feet;

Thence North 00 degrees 21' 50" East, perpendicular with said southerly line, a distance of 45.00 feet to a point on the northerly right of way of Franklin Road and the **POINT OF BEGINNING**;

Thence North 88 degrees 12' 59" East, a distance of 240.17 feet;

Thence South 89 degrees 38' 10" East, parallel with and offset 9.00 feet northerly of said northerly right of way, a distance of 508.22 feet to a point on the easterly line of said Warranty Deed No. 8228202;

Thence South 00 degrees 21' 30" West, coincident with said easterly line, a distance of 9.00 feet to the said northerly right of way;

Thence North 89 degrees 38' 10" West, coincident with said northerly right of way, a distance of 748.22 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.130 acres or 5,654 square feet, more or less.

Together with and subject to covenants, easements and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

**Exhibit 'B'**

**Easement Premises**

[See attached legal description.]

Ada County Highway District  
Project No. 702041.0 RD282  
Five Mile Road – Franklin Road to Fairview Avenue

**• Parcel 1 •**  
**Permanent Easement Description No. 1**

An easement for roadway slope purposes located in the SE ¼ of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southeasterly corner of said SE ¼, from which a brass cap monument marking the northeasterly corner of said SE ¼ bears N 0°05'33" W a distance of 2662.83 feet;

Thence N 89°38'06" W along the southerly boundary of said SE ¼ a distance of 431.18 feet to a point;

Thence leaving said southerly boundary N 0°03'06" W a distance of 87.31 feet to the POINT OF BEGINNING;

Thence continuing N 0°03'06" W a distance of 4.00 feet to a point;

Thence N 88°15'34" E a distance of 64.83 feet to a point;

Thence N 89°15'02" E a distance of 283.41 feet to a point;

Thence S 45°27'06" W a distance of 17.10 feet to a point;

Thence a distance of 285.83 feet along the arc of a 10045.50 foot radius non-tangent curve left, said curve having a radius bearing S 0°00'41" E, a central angle of 1°37'49" and a long chord bearing S 89°10'24" W a distance of 285.82 feet to a point;

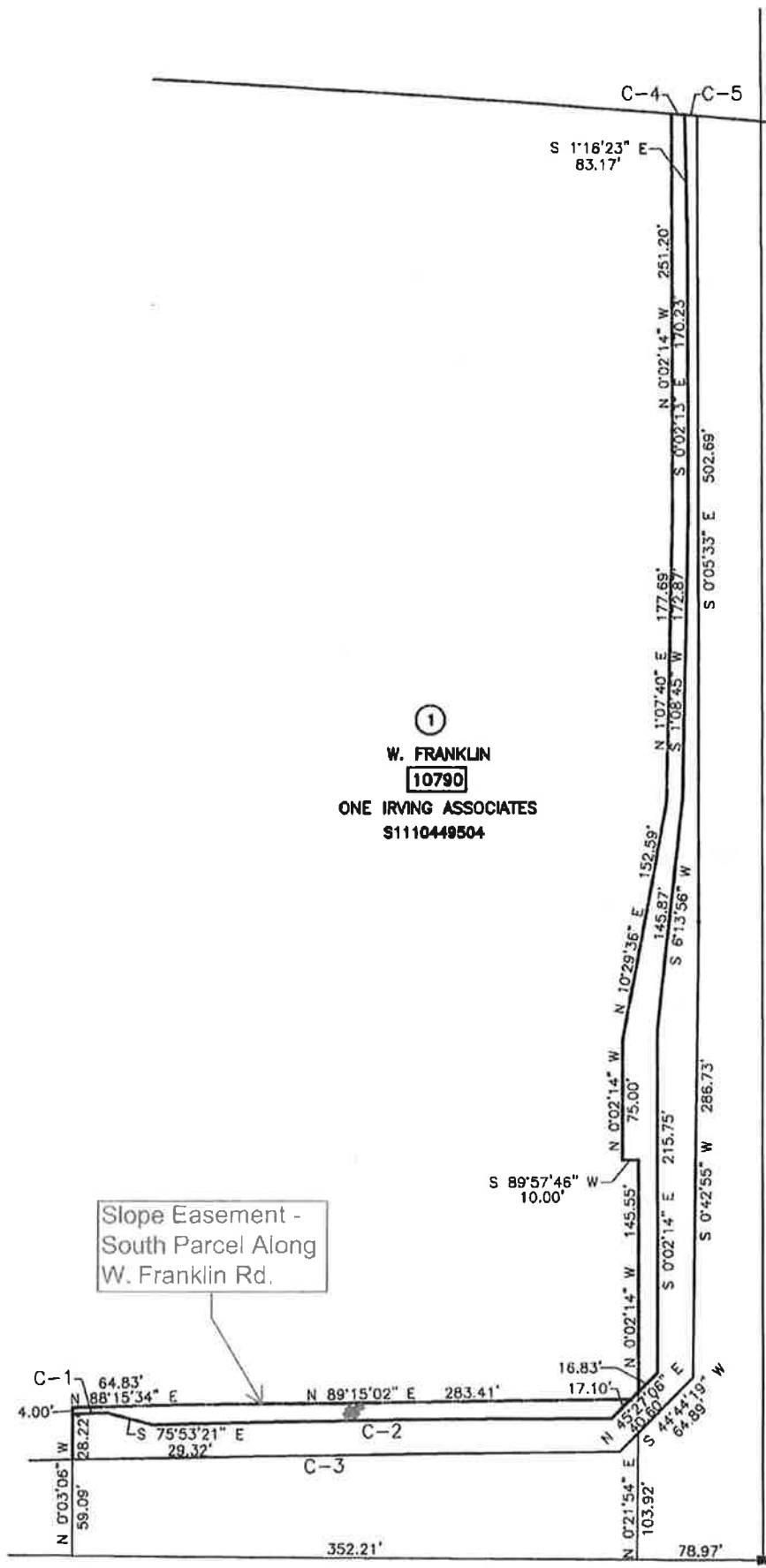
Thence N 75°53'21" W a distance of 29.32 feet to a point;

Thence a distance of 21.79 feet along the arc of a 10053.50 foot radius non-tangent curve left, said curve having a radius bearing S 1°48'09" E, a central angle of 0°07'27" and a long chord bearing S 88°08'08" W a distance of 21.79 feet to the POINT OF BEGINNING.

This parcel contains 3,627 square feet (0.083 acres) and is subject to any easements existing or in use.

Prepared by: Glenn K. Bennett, PLS  
Civil Survey Consultants, Incorporated  
July 12, 2012





### CURVE DATA

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRNG.
C-1	0°07'27"	10053.50	21.79	10.89	21.79	N 88°08'08" E
C-2	1°37'49"	10045.50	285.83	142.92	285.82	N 89°10'24" E
C-3	0°51'07"	22958.31	341.57	184.19	341.36	S 89°07'04" W
C-4	0°02'30"	11359.22	8.23	4.12	8.23	S 85°28'45" E
C-5	0°02'20"	11359.22	7.69	3.85	7.69	S 85°26'21" E

Ada County Highway District  
Project No. 702041.0 RD282  
Five Mile Road – Franklin Road to Fairview Avenue

• Parcel 1 •  
**Permanent Easement Description No. 2**

An easement for roadway slope purposes located in the SE ¼ of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southeasterly corner of said SE ¼, from which a brass cap monument marking the northeasterly corner of said SE ¼ bears N 0°05'33" W a distance of 2662.83 feet;

Thence N 89°38'06" W along the southerly boundary of said SE ¼ a distance of 76.24 feet to a point;

Thence leaving said southerly boundary N 0°02'14" W a distance of 105.90 feet to the POINT OF BEGINNING;

Thence continuing N 0°02'14" W a distance of 143.58 feet to a point;

Thence S 89°57'46" W a distance of 10.00 feet to a point;

Thence N 0°02'14" W a distance of 17.68 feet to a point;

Thence N 89°57'46" E a distance of 20.00 feet to a point;

Thence S 0°02'14" E a distance of 151.43 feet to a point;

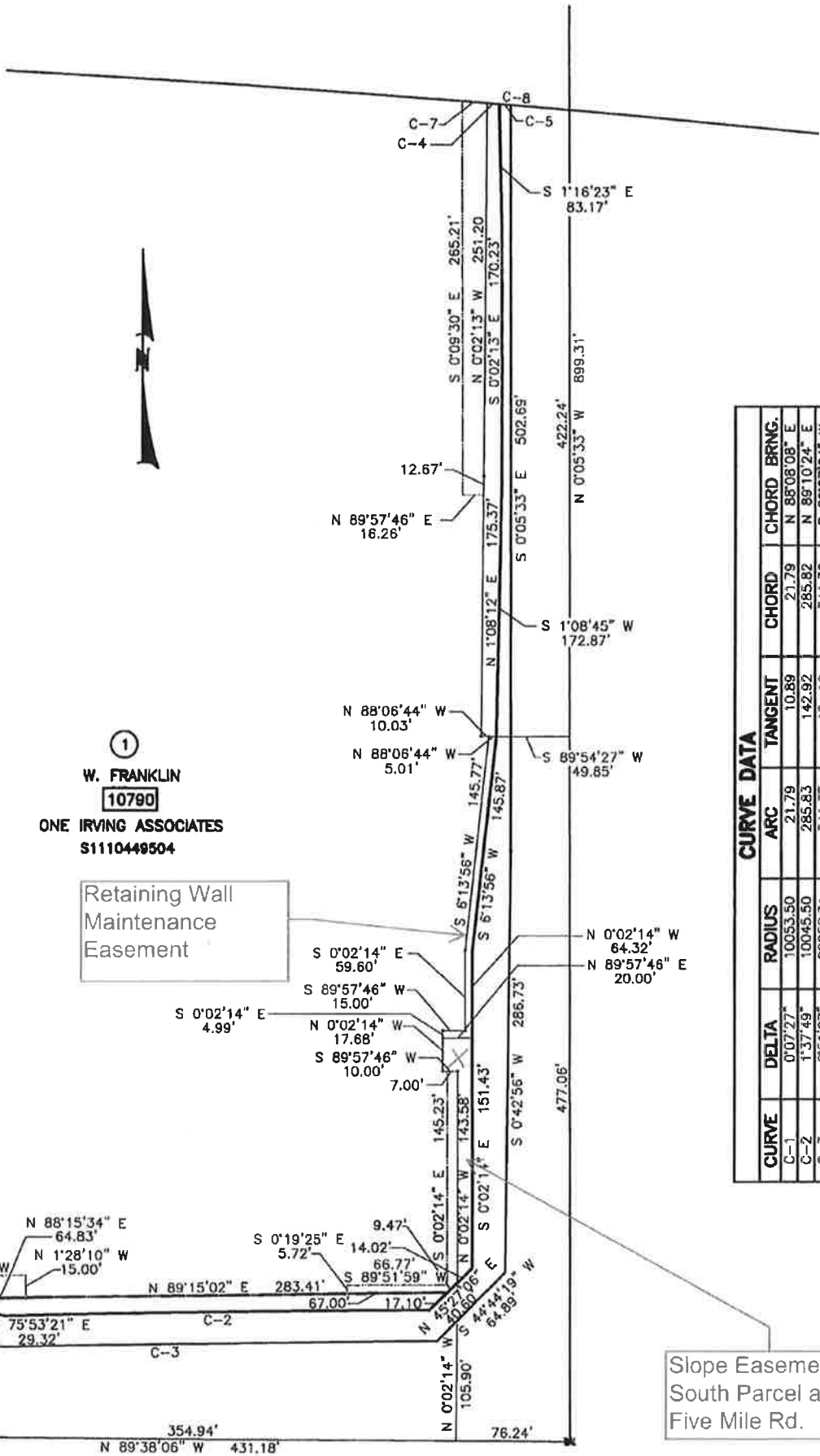
Thence S 45°27'06" W a distance of 14.02 feet to the POINT OF BEGINNING.

This parcel contains 1,740 square feet (0.040 acres) and is subject to any other easements existing or in use.

Prepared by: Glenn K. Bennett, PLS  
Civil Survey Consultants, Incorporated  
September 26, 2014







①  
**W. FRANKLIN**  
**10790**  
**ONE IRVING ASSOCIATES**  
**S1110449504**

Retaining Wall  
 Maintenance  
 Easement

Slope Easement  
 South Parcel along  
 Five Mile Rd.

**CURVE DATA**

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRNG.
C-1	0°07'27"	10053.50	21.79	10.89	21.79	N 88°08'08" E
C-2	1°37'49"	10045.50	285.83	142.92	285.82	N 89°10'24" E
C-3	0°51'07"	22958.31	341.37	184.19	341.36	S 89°07'04" W
C-4	0°02'30"	11359.22	8.23	4.12	8.23	S 85°28'45" E
C-5	0°02'20"	11359.22	7.69	3.85	7.69	S 85°26'21" E
C-6	0°08'34"	10053.50	25.07	12.54	25.07	N 88°00'07" E
C-7	0°05'11"	11359.22	17.13	8.57	17.13	N 85°32'36" W
C-8	0°16'58"	11359.22	56.06	28.03	56.06	N 85°21'31" W

Ada County Highway District  
Project No. 702041.0 RD282  
Five Mile Road – Franklin Road to Fairview Avenue

• Parcel 1 •  
**Permanent Easement Description No. 3**

An easement for roadway slope purposes located in the SE ¼ of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southeasterly corner of said SE ¼, from which a brass cap monument marking the northeasterly corner of said SE ¼ bears N 0°05'33" W a distance of 2662.83 feet;

Thence N 0°05'32" W along the easterly boundary of said SE ¼ a distance of 477.06 feet to a point;

Thence leaving said easterly boundary S 89°54'27" W a distance of 49.85 feet to the POINT OF BEGINNING;

Thence N 88°06'44" W a distance of 10.03 feet to a point;

Thence N 1°08'12" E a distance of 175.37 feet to a point;

Thence N 0°02'13" W a distance of 251.20 feet to a point on the southerly right-of-way of the Idaho and Northern Pacific Railroad;

Thence along said southerly right-of-way a distance of 8.23 feet along the arc of a 11359.22 foot radius non-tangent curve right, said curve having a radius bearing S 4°30'00" W, a central angle of 0°02'30" and a long chord bearing S 85°28'45" E a distance of 8.23 feet to a point;

Thence leaving said southerly right-of-way S 1°16'23" E a distance of 83.17 feet to a point;

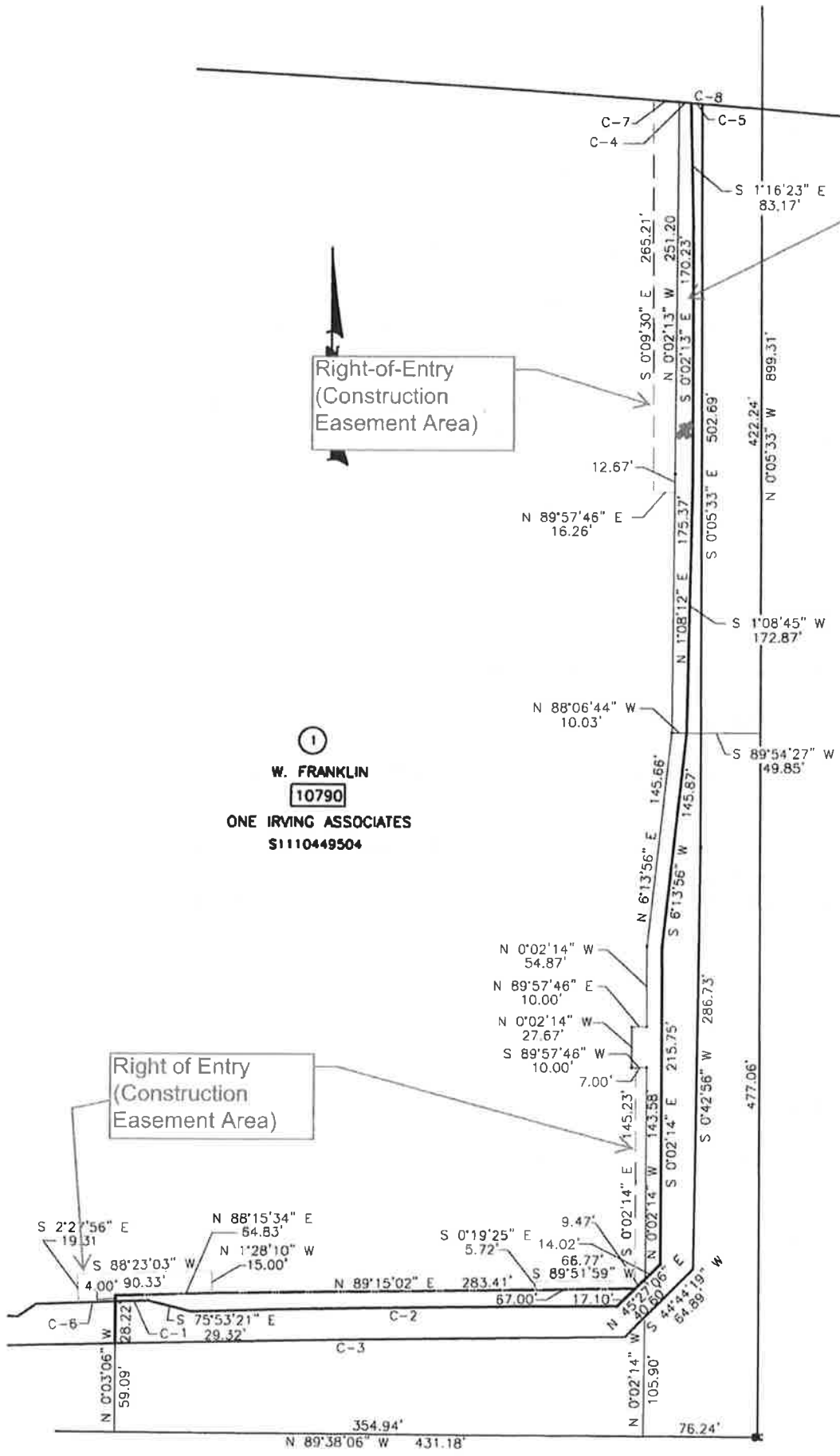
Thence S 0°02'13" E a distance of 170.23 feet to a point;

Thence S 1°08'45" W a distance of 172.87 feet to the POINT OF BEGINNING.

This parcel contains 4,196 square feet (0.096 acres) and is subject to any other easements existing or in use.

Prepared by: Glenn K. Bennett, PLS  
Civil Survey Consultants, Incorporated  
August 5, 2014





①  
**W. FRANKLIN**  
**10790**  
 ONE IRVING ASSOCIATES  
 S1110449504

Slope Easement  
 Five Mile Road  
 North Parcel

Right-of-Entry  
 (Construction  
 Easement Area)

Right of Entry  
 (Construction  
 Easement Area)

CURVE DATA						
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRNG.
C-1	0°07'27"	10053.50	21.79	10.89	21.79	N 88°08'08" E
C-2	1°37'49"	10045.50	285.83	142.92	285.82	N 89°10'24" E
C-3	0°51'07"	22958.31	341.37	184.19	341.36	S 89°07'04" W
C-4	0°02'30"	11359.22	8.23	4.12	8.23	S 85°28'45" E
C-5	0°02'20"	11359.22	7.69	3.85	7.69	S 85°26'21" E
C-6	0°08'34"	10053.50	25.07	12.34	25.07	N 88°00'07" E
C-7	0°05'11"	11359.22	17.13	8.57	17.13	N 85°32'36" W
C-8	0°16'58"	11359.22	56.06	28.03	56.06	N 85°21'31" W

ATTACHMENT 3  
MAINTENANCE EASEMENT

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

Idaho Power Company  
Boise Operations Center Lands

(Reserved for Ada County Recorder)

## **RETAINING WALL MAINTENANCE EASEMENT**

THIS RETAINING WALL MAINTENANCE EASEMENT (the "Easement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between, **Idaho Power Company**, an Idaho corporation, hereinafter referred to as 'GRANTOR', and **Ada County Highway District**, a body politic and corporate of the State of Idaho, hereinafter referred to as "ACHD";

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

### **SECTION 1. Recitals.**

1.1 GRANTOR owns that certain the real property located in Ada County, State of Idaho ("Grantor's Property"), being more particularly described on Exhibit 'A' attached hereto and made a part hereof.

1.2 ACHD owns and has exclusive jurisdiction over the public rights-of-way and Highways (as used in the Easement, the term "Highway" is as defined in Idaho Code § 40-109(5)) located in Ada County, Idaho and includes the public right-of-way commonly known as N. Five Mile Road, which adjoins Grantor's Property.

1.3 ACHD has reconstructed and improved the public right-of-way commonly known as N. Five Mile Road ("ACHD Right-of-Way"), which adjoins Grantor's Property, to include the development of a retaining wall ("Retaining Wall") to provide structural integrity to and support the ACHD Right-of-Way. ACHD desires to obtain a maintenance easement on, under and across Grantor's Property to maintain and repair the Retaining Wall, and, on the terms and conditions hereinafter set forth, GRANTOR is willing to grant such easement to ACHD.

### **SECTION 2. Grant and Authorized Use; Use not Exclusive.**

2.1 On the terms and conditions hereinafter set forth, GRANTOR hereby grants to ACHD a maintenance easement on, under and across that portion of Grantor's Property more particularly described in Exhibit 'B' attached hereto and made a part hereof ("Easement Premises"), for the following uses and purposes and no others:

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

Access over and through Grantor's Property, and use of the Easement Premises by ACHD, its employees and contractors for necessary maintenance, repair and upgrades to the Retaining Wall and concrete footing, and related improvements supporting and holding up the adjacent ACHD Right-of-Way. .

2.2 This Easement does not extend to ACHD the right to use the surface of the Easement Premises to the exclusion of Grantor, and ACHD's rights under this Easement are subject to the rights of the Grantor and Grantor's guests, invitees, agents and contractors to use and enjoy the surface of the Easement Premises, pave or construct a driveway on the surface of the Easement Premises, install underground irrigation pipes and systems and make any other use authorized on the Easement Premises by applicable municipal zoning and other ordinances, provided the physical integrity of the Retaining Wall is not compromised by such activities.

SECTION 3. Term. This Easement shall be in full force and effect until the Retaining Wall is no longer used as a part of the ACHD Right-of-Way.

SECTION 4. Construction and Installation.

The construction of the Retaining Wall on the ACHD Right-of-Way and necessary access on, under and through Grantor's Property and the Easement Premises, shall be accomplished by ACHD according to good engineering practices. All costs and expenses related to the design, construction, maintenance and repair of the Retaining Wall and all costs and expenses related to the construction and finishing of the surface area of the Easement Premises, to include paving, shall be the sole responsibility and obligation of, and shall be paid by, ACHD.

SECTION 5. Maintenance.

5.1 ACHD shall maintain the physical integrity of the Retaining Wall in good condition and repair and as required to satisfy all requirements of applicable laws, the policies of ACHD and sound engineering practices.

5.2 Notice to GRANTOR. In the case of any emergency requiring immediate attention, ACHD shall provide GRANTOR with reasonable notice by phoning GRANTOR's Security Department at the emergency telephone number provided in Section 6, below to advise of ACHD's intent to enter Grantor's Property and the Easement Premises to address the emergency situation. ACHD acknowledges that Grantor's Property, to include the Easement Premises, are a secure area enclosed with a security fence and ACHD agrees to ensure Grantor's Property, to include the Easement Premises, are secure at all times

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

during emergency repairs and actions. For any other non-emergency access on or through Grantor's Property or the Easement Premises, ACHD shall provide GRANTOR with written notice, as provided in Section 6, below, at least Six (6) months prior to commencing any construction, repair or maintenance within the Easement Premises and shall ensure Grantor's Property remains secure during any such activities.

**SECTION 6. Notices.**

Any notice, demand or communication given under the terms of this Agreement shall be deemed given and delivered when it is in writing and personally delivered or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested and addressed to the party at the address set forth below:

**GRANTOR:**

Idaho Power Company  
Corporate Real Estate Department  
P.O. Box 70 (83707)  
1221 W. Idaho Street  
Boise, Idaho 83702  
Ph: (208) 388-2000

Emergency Contact:

Security: (208) 388-6600  
Security Pager: (208) 387-8307

**ACHD:**

Ada County Highway District  
3775 Adams Street  
Garden City, Idaho 83714  
Ph: (208) 387-6100

Either party may by written notice to the other designate a new or additional address to which notices, demands or communications may be mailed. The parties acknowledge and agree that the phone numbers provided above are for convenience purposes only but that notices hereunder must be personally delivered or mailed as provided above.

**SECTION 7. Restoration.**

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

If Grantor's Property and/or Easement Premises are damaged during construction, maintenance and/or repair of the Retaining Wall by ACHD, its employees and contractors, ACHD shall restore the same within seventy-two (72) hours, or if the damage is such that restoration is not possible within said seventy-two (72) hour period then ACHD shall have commenced the restoration process and will complete same as soon as is reasonably practical, at its sole cost and expense, to at least as good a condition as existed prior to the damage.

SECTION 8. Compliance with the Law.

In its use of Grantor's Property and the Easement Premises, ACHD hereby covenants and agrees to comply in all respects with any and all federal, state and local statutes, law, ordinances, codes, policies, rules and regulations.

SECTION 9. Indemnification.

ACHD hereby indemnifies and saves and holds Grantor harmless from and against any and all claims for loss, injury, death or damage, and reasonable attorney's fees and costs that may be incurred by Grantor in defending such claims, caused by or arising out of ACHD's construction and/or repair or maintenance of the Retaining Wall or access on or through Grantor's Property and the Easement Premises.

SECTION 10. Not a Dedication to the Public. The Easement is not a dedication or grant to the public, and is strictly limited to the authorized uses by ACHD, its employees and contractors set forth in Section 2.

SECTION 11. Covenants Run with the Land.

This Easement shall be a burden upon Grantor's Property and shall be appurtenant to and for the benefit of the ACHD Right-of-Way, and shall run with the land or until such time as the ACHD Right-of-Way no longer includes or makes use of the Retaining Wall.

SECTION 12. Exhibits.

All exhibits attached hereto and the recitals contained herein are incorporated herein as if set forth in full herein.

SECTION 13. Successors and Assigns.

The Easement herein granted, and the covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.



Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
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**SECTION 14. Recordation.**

This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day, month and year first set forth above.

**GRANTOR:**

**Idaho Power Company,  
an Idaho corporation**

**GRANTEE:**

**Ada County Highway District,  
A Body Politic and Corporate of  
the State of Idaho**

By: \_\_\_\_\_  
Angela Wood  
Land Management Leader

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**List of Exhibits**

Exhibit 'A' - Grantor's Property

Exhibit 'B' - Easement Premises

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this \_\_\_ day of \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public in and for the State of Idaho, personally appeared Angela Wood, known or identified to me to be the Land Management Leader of **Idaho Power Company, an Idaho corporation**, and that she executed this instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

\_\_\_\_\_  
*Notary Public for Idaho*  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this \_\_\_ day of \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known or identified to me to be the President, and \_\_\_\_\_, known or identified to me to be the Secretary of the Corporation that executed this instrument or the persons who executed this instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

\_\_\_\_\_  
*Notary Public for Idaho*  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

**Exhibit 'A'**

Grantor's Property

[See attached legal description.]

## EXHIBIT A

All that real property located in the City of Boise, County of Ada, State of Idaho, being more particularly described below:

### PARCEL A

A parcel of land lying in the Southwest quarter of the Southeast quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of said Section 10 and the intersection of the centerlines of Franklin Road and Five Mile Road;  
Thence along the South line of said Section 10 and the centerline of said Franklin Road North 89 degrees 56'00" West 1514.48 feet;  
Thence North 00 degrees 08' 17" West 40.01 feet to a point on the Northerly right-of-way of said Franklin Road and the **REAL POINT OF BEGINNING**;  
Thence along said Northerly right-of-way of Franklin Road North 89 degrees 56'00" West 14.44 feet;  
Thence North 00 degrees 03'40" East 909.59 feet to a point on the Southerly right-of-way of the Union Pacific Railroad (Oregon Short Line);  
Thence along said Southerly railroad right-of-way South 88 degrees 42'48" East 11.28 feet; Thence South 00 degrees 08' 17" East 909.36 feet to the **REAL POINT OF BEGINNING**.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded December 10, 1998, as Instrument No. 98118709, of official records, being described as follows:

A parcel of land 5.00 feet wide and 707.7 feet long located in the SE1/4, Section 10, Township 3 North, Range 1 East, B.M., Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a brass cap identified as the SE Corner of said Section 10; thence, North 89 degrees 38' 27" West, along the south section line of said Section 10, also being identified as the centerline of Franklin Road, a distance of 1,529.00 feet to a point; thence, North 00 degrees 21' 13" East, a distance of 40 feet to a point, said point being **THE TRUE POINT OF BEGINNING**; thence, continuing North 00 degrees 21' 13" East, a distance of 5.00 feet to a point; thence, South 89 degrees 38' 27" East, a distance of 707.7 feet to a point; thence, South 00 degrees 21' 13" West, a distance of 5.00 feet to a point; thence North 89 degrees 38' 27" West, a distance of 707.7 feet back to the **TRUE POINT OF BEGINNING**.

**FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded May 19, 2011, as Instrument No. 111041381, of official records, being described as follows:

A parcel of land being a portion of Warranty Deed Instrument No. 7862593, as filed in the Ada County Recorder's Office, located in the SE1/4 of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the southeast corner of said Section 10, monumented by a 3.5" brass cap (Corner Record No. 107143502);

Thence North 89 degrees 38' 10" West, coincident with the southerly line of the SE ¼ of said Section 10, a distance of 1529.06 feet, from which the S ¼ corner of said Section 10, monumented by a 3.5" cap (Corner Record No. 108116008), bears North 89 degrees 38' 10" West, a distance of 1139.97 feet;

Thence North 00 degrees 21' 50" East, perpendicular to said southerly line, a distance of 45.00 feet to a point on the westerly line of Parcel 'A' as described in said Warranty Deed, said point being on the northerly right of way of Franklin Road and the **POINT OF BEGINNING**;

Thence North 00 degrees 21' 30" East, coincident with said westerly line, a distance of 9.00 feet;

Thence South 89 degrees 38' 10" East, parallel with and offset 9.00 feet northerly of said northerly right of way, a distance of 41.83 feet;

Thence South 82 degrees 46' 53" East, a distance of 75.41 feet to said northerly right of way;

Thence North 89 degrees 38' 10" West, coincident with said northerly right of way, a distance of 116.70 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.016 acres 713 square feet, more or less.

Together with and subject to covenants, easements and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

## **PARCEL B**

A parcel of land lying in the Southeast quarter of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of said Section 10 and the intersection of the centerlines of Franklin Road and Five Mile Road;

Thence along the East line of said Section 10 and the centerline of said Five Mile Road North 00 degrees 23'45" West 45.36 feet;

Thence South 89 degrees 36' 15" West 45.00 feet to a point marking the intersection of the Westerly right-of-way of said Five Mile Road and the Northerly right-of-way of said Franklin Road said point being the real point of beginning;

Thence along the said Northerly right-of-way of Franklin Road the following courses and distances:

South 88 degrees 13'58" West 156.17 feet;

South 00 degrees 04'00" West 10.00 feet;

North 89 degrees 56'00" West 112.10 feet;

North 00 degrees 04'00" East 10.00 feet;

North 89 degrees 56'00" West 1201.07 feet to a point 40.00 feet Northerly of the South line of said Section 10;

Thence leaving the Northerly right-of-way of Franklin Road and proceeding North 00 degrees 08' 17" West 909.36 feet to a point on the Southerly right-of-way of the Union Pacific Railroad (Oregon Short Line);

Thence along said Southerly railroad right-of-way South 88 degrees 42'48" East 783.20 feet to a point

of curve;

Thence Southeasterly along a curve to the right and said Southerly railroad right-of-way 688.63 feet, said curve having a central angle of 03 degrees 28'23", a radius of 1 1360.23 feet, a long chord of 688.52 feet bearing South 86 degrees 58'37" East to a point common to said Southerly railroad right-of-way and the Westerly right-of-way of said Five Mile Road parallel and 40.00 feet Westerly of the East line of said Section 10 South 00 degrees 23'45" East 497.52 feet; Thence continuing along said Westerly right-of-way of Five Mile Road South 00 degrees 24'43" West 354.68 feet to the **REAL POINT OF BEGINNING**.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded November 12, 1992, as Instrument No. 9277795, of official records, being described as follows:

A parcel of land 5.00 feet wide and 707.7 feet long located in the SE1/4, Section 10, Township 3 North, Range 1 East, B.M., Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a brass cap identified as the SE Corner of said Section 10; thence, North 89 degrees 38' 27" West, along the South Section line of said Section 10, also being identified as the Centerline of Franklin Road, a distance of 1,529.00 feet to a point; thence, North 00 degrees 21' 13" East, a distance of 40 feet to a point, said point being the **TRUE POINT OF BEGINNING**; thence, continuing North 00 degrees 21' 13" East, a distance of 5.00 feet to a point; thence, South 89 degrees 38' 27" East, a distance of 707.7 feet to a point; thence, South 00 degrees 21' 13" West, a distance of 5.00 feet to a point; thence, North 89 degrees 38' 27" West, a distance of 707.7 feet back to the True Point of Beginning.

**AND FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded December 10, 1998, as Instrument No. 98118709, of official records, being described as follows:

A parcel of land 5.00 feet wide and 707.7 feet long located in the SE1/4, Section 10, Township 3 North, Range 1 East, B.M., Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a brass cap identified as the SE Corner of said Section 10; thence, North 89 degrees 38' 27" West, along the south section line of said Section 10, also being identified as the centerline of Franklin Road, a distance of 1,529.00 feet to a point; thence, North 00 degrees 21' 13" East, a distance of 40 feet to a point, said point being THE TRUE POINT OF BEGINNING; thence, continuing North 00 degrees 21' 13" East, a distance of 5.00 feet to a point; thence, South 89 degrees 38' 27" East, a distance of 707.7 feet to a point; thence, South 00 degrees 21' 13" West, a distance of 5.00 feet to a point; thence North 89 degrees 38' 27" West, a distance of 707.7 feet back to the TRUE POINT OF BEGINNING.

**AND FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded May 19, 2011, as Instrument No. 111041381, of official records, being described as follows:

A parcel of land being a portion of Warranty Deed Instrument No. 7862593, as filed in the Ada County Recorder's Office, located in the SE1/4 of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the southeast corner of said Section 10, monumented by a 3.5" brass cap (Corner

Record No. 107143502);

Thence North 89 degrees 38' 10" West, coincident with the southerly line of the SE ¼ of said Section 10, a distance of 1529.06 feet, from which the S ¼ corner of said Section 10, monumented by a 3.5" cap (Corner Record No. 108116008), bears North 89 degrees 38' 10" West, a distance of 1139.97 feet;

Thence North 00 degrees 21' 50" East, perpendicular to said southerly line, a distance of 45.00 feet to a point on the westerly line of Parcel 'A' as described in said Warranty Deed, said point being on the northerly right of way of Franklin Road and the **POINT OF BEGINNING**;

Thence North 00 degrees 21' 30" East, coincident with said westerly line, a distance of 9.00 feet;

Thence South 89 degrees 38' 10" East, parallel with and offset 9.00 feet northerly of said northerly right of way, a distance of 41.83 feet;

Thence South 82 degrees 46' 53" East, a distance of 75.41 feet to said northerly right of way;

Thence North 89 degrees 38' 10" West, coincident with said northerly right of way, a distance of 116.70 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.016 acres 713 square feet, more or less.

Together with and subject to covenants, easements and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

## **AND ALSO:**

A parcel of land located in the SW1/4 of the SE1/4 of Section 10, Township 3 North, Range 1 East, B.M. Ada County, Idaho, and more particularly described as follows:

Commencing at the South Quarter Corner of section 10, said point also being the POINT OF BEGINNING; thence, North 00 degrees 03' 33" East along the mid section line of Section 10 a distance of 973.47 feet to a point on the Southerly right-of-way of the Union Pacific Railroad; thence, South 88 degrees 44' 07" East along said right-of-way a distance of 1,140.25 feet, more or less, to a point, being the Northwest corner of that certain parcel of land described in Warranty Deed, as Instrument No. 7962593, Records of Ada County, Idaho; thence, South 00 degrees 03' 40" West, along said West boundary of said Warranty Deed, a distance of 949.60 feet to a point on the southerly section line of Section 10, thence, North 89 degrees 56' 04" West along said section line a distance of 1,140.00 feet to the POINT OF BEGINNING.

Parcel is subject to irrigation easements and Franklin Road on the Southerly boundary.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded June 29, 2010, as Instrument No. 110060604, of official records, being described as follows:

A parcel of land being a portion of Warranty Deed Instrument No. 8228202, as recorded in the Ada

County Recorder's Office, located in the SE1/4 of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the S ¼ corner of said Section 10, monumented by a 3.5" aluminum cap (Corner Record No. 108116008);

Thence South 89 degrees 38' 10" East, coincident to the southerly line of the SE ¼ of said Section 10, a distance of 391.75 feet, from which the southeast corner of said Section 10, monumented by a 3.5" brass cap (Corner Record No. 107143502), bears South 89 degrees 38' 10" East, a distance of 2277.28 feet;

Thence North 00 degrees 21' 50" East, perpendicular with said southerly line, a distance of 45.00 feet to a point on the northerly right of way of Franklin Road and the **POINT OF BEGINNING**;

Thence North 88 degrees 12' 59" East, a distance of 240.17 feet;

Thence South 89 degrees 38' 10" East, parallel with and offset 9.00 feet northerly of said northerly right of way, a distance of 508.22 feet to a point on the easterly line of said Warranty Deed No. 8228202;

Thence South 00 degrees 21' 30" West, coincident with said easterly line, a distance of 9.00 feet to the said northerly right of way;

Thence North 89 degrees 38' 10" West, coincident with said northerly right of way, a distance of 748.22 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.130 acres or 5,654 square feet, more or less.

Together with and subject to covenants, easements and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.



**Exhibit 'B'**

Easement Premises

[See attached legal description.]

Ada County Highway District  
Project No. 702041.0 RD282  
Five Mile Road – Franklin Road to Fairview Avenue

**• Parcel 1 •**  
**Permanent Easement Description No. 4**

An easement for wall maintenance purposes located in the SE ¼ of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southeasterly corner of said SE ¼, from which a brass cap monument marking the northeasterly corner of said SE ¼ bears N 0°05'33" W a distance of 2662.83 feet;

Thence N 0°05'32" W along the easterly boundary of said SE ¼ a distance of 477.06 feet to a point;

Thence leaving said easterly boundary S 89°54'27" W a distance of 49.85 feet to the POINT OF BEGINNING;

Thence N 88°06'44" W a distance of 5.01 feet to a point;

Thence S 6°13'56" W a distance of 145.77 feet to a point;

Thence S 0°02'14" E a distance of 59.60 feet to a point;

Thence S 89°57'46" W a distance of 15.00 feet to a point;

Thence S 0°02'14" E a distance of 4.99 feet to a point;

Thence N 89°57'46" E a distance of 20.00 feet to a point;

Thence N 0°02'14" W a distance of 64.32 feet to a point;

Thence N 6°13'56" E a distance of 145.87 feet to the POINT OF BEGINNING.

This parcel contains 1,126 square feet (0.026 acres) and is subject to any other easements existing or in use.

Prepared by: Glenn K. Bennett, PLS  
Civil Survey Consultants, Incorporated  
September 26, 2014





ATTACHMENT 4  
FENCE EASEMENT

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

Idaho Power Company  
Boise Operations Center Lands

(Reserved for Ada County Recorder)

## **FENCE EASEMENT**

THIS FENCE EASEMENT ("Easement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **Ada County Highway District**, a body politic and corporate of the State of Idaho, hereinafter referred to as "ACHD", and **Idaho Power Company**, an Idaho corporation, ("Grantee").

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

### **SECTION 1. Recitals.**

1.1 ACHD owns the real property located in Ada County, State of Idaho, recently acquired from Grantee for the construction and development of a public right-of-way and being more particularly described on Exhibit 'A' attached hereto and by this reference made a part hereof ("ACHD's Property").

1.2 Grantee owns the real property located in Ada County, State of Idaho that is adjacent to and west of ACHD's Property and which is more particularly described on Exhibit 'B' attached hereto and by this reference made a part hereof ("Grantee's Property"). Grantee's Property is enclosed and secured by a chain link security fence topped with razor wire ("Grantee's Fence") which runs the length of Grantee's property line ("Grantee's Property Line").

1.3 ACHD has reconstructed and improved the public right-of-ways on ACHD's Property, to include the development of a retaining wall ("Retaining Wall") adjacent to the east Property Line of Grantee's Property. The ACHD Retaining Wall has caused a grade change that prevents Grantee from installing Grantee's Fence on Grantee's Property Line. The Parties agree that Grantee's Fence will not effectively secure Grantee's Property unless Grantee's Fence is installed on top of the length of the Retaining Wall.

1.4 Grantee desires to obtain and ACHD has agreed to grant an easement on ACHD's Property that will allow Grantee to install Grantee's Fence on ACHD's Retaining Wall to effectively enclose and secure Grantee's Property, and, on the terms and conditions hereinafter set forth, ACHD hereby grants such Easement to Grantee.

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Fence Easement – 1 of 6

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
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**SECTION 2. Grant and Authorized Use; Use not Exclusive.**

2.1 On the terms and conditions hereinafter set forth, ACHD hereby grants to Grantee an easement for Grantee's Fence on and across the Retaining Wall on ACHD's Property ("Easement Premises"), for the following uses and purposes and no others:

Access over and through ACHD's Property, and use of the Easement Premises by Grantee, its employees and contractors for the construction and permanent placement of Grantee's Fence, to be developed and constructed along the top and at each end of the Retaining Wall, and for maintenance, repair and upgrades of Grantee's Fence from time to time as Grantee, in its sole discretion, deems necessary, provided the physical integrity of the Retaining Wall is not compromised by such activities.

2.2 This Easement does not extend to Grantee the right to use the Easement Premises to the exclusion of ACHD, and Grantee's rights under this Easement are subject to the rights of ACHD and its agents and contractors to use and enjoy the Easement Premises for the purpose of development, maintenance, upgrades and repair of the Retaining Wall, provided that should ACHD's use of the Easement Premises cause damage to or necessitate the temporary removal of Grantee's Fence, ACHD shall pay all costs and expenses to: 1) install a temporary security fence ("Temporary Fence") on ACHD's Property; and 2) to reinstall Grantee's Fence on the Retaining Wall to Grantee's satisfaction at such time as ACHD's maintenance of, and/or upgrades to the Retaining Wall is complete.

**SECTION 3. Term.** This Easement shall be binding upon ACHD and its successors and assigns, and shall inure and be to the benefit of Grantee's successors and assigns, until such time that Grantee, in its sole discretion, provides written notice to ACHD that Grantee deems Grantee's Fence and the Easement Premises to be unnecessary to ensure Grantee's Property is secure.

**SECTION 4. Construction and Installation.**

Grantee shall accomplish the construction of Grantee's Fence on the Retaining Wall, and any necessary access on and over ACHD's Property, according to good engineering practices. All costs and expenses related to the design, construction, and installation of Grantee's Fence shall be the sole responsibility and obligation of, and shall be paid by Grantee.

**SECTION 5. Maintenance.**

Grantee shall maintain the physical integrity of Grantee's Fence in good condition and repair and as required to satisfy all requirements of applicable laws, the policies of ACHD and sound engineering practices. The repair and maintenance of the physical integrity of Grantee's Fence requires ingress and

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
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gress on and over ACHD's Property for equipment and personnel while constructing, maintaining and repairing Grantee's Fence and for all other reasonable uses that are necessary, advisable or convenient to Grantee in connection with such repair and maintenance of Grantee's Fence and ACHD agrees to allow access across ACHD's property and to the Retaining Wall as Grantee, in its sole discretion, deems necessary.

**SECTION 6. Notices.**

Any notice, demand or communication given under the terms of this Agreement shall be deemed given and delivered when it is in writing and personally delivered or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested and addressed to the party at the address set forth below:

**GRANTOR:**

Idaho Power Company  
Corporate Real Estate Department  
P.O. Box 70 (83707)  
1221 W. Idaho Street  
Boise, Idaho 83702  
Ph: (208) 388-2000

**ACHD:**

Ada County Highway District  
3775 Adams Street  
Garden City, Idaho 83714  
Ph: (208) 387-6100

**Emergency Contact:**

Security: (208) 388-6600  
Security Pager: (208) 387-8307

Either party may by written notice to the other designate a new or additional address to which notices, demands or communications may be mailed.

**SECTION 7. Restoration – Notice to Grantee.**

7.1 If, at any time, Grantee's Fence is damaged during ACHD's construction, maintenance, upgrade and/or repair of the Retaining Wall, ACHD shall, at its sole cost and expense, immediately ensure Grantee's Fence is repaired and restored to at least as good a condition as existed prior to the damage. If immediate repair and restoration of Grantee's Fence is not possible, ACHD shall, at its sole cost and expense, provide a temporary security fence to secure Grantee's Property until such time as Grantee's Fence can be repaired or restored.

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

7.2 In the case of any emergency requiring ACHD's immediate attention for the repair, upgrade or maintenance of the Retaining Wall, and which may affect or in any way require altering or removing and relocating all or a portion of Grantee's Fence, ACHD shall provide Grantee with reasonable notice by phoning Grantee's Security Department at the emergency telephone number provided in Section 6 above to advise Grantee of ACHD's intent to repair the Retaining Wall and to address the emergency situation. ACHD acknowledges that Grantee's Property is a secure property enclosed with a security fence, of which Grantee's Fence is a part, and ACHD agrees to ensure Grantee's Property is secure at all times during emergency repairs and actions. For any other non-emergency access by ACHD to upgrade, repair or work on the Retaining Wall, ACHD shall provide GRANTEE with written notice, as provided in Section 6, above, at least six (6) months prior to commencing any construction, repair or maintenance work on the Retaining Wall and which will require removal or altering Grantee's Fence.

#### SECTION 8. Compliance with the Law.

In its use of the Easement Premises, Grantee hereby covenants and agrees to comply in all respects with any and all federal, state and local statutes, law, ordinances, codes, policies, rules and regulations.

#### SECTION 9. Indemnification.

Grantee shall, subject to the limitations hereinafter set forth, indemnify, save harmless and defend regardless of outcome ACHD from expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by the Grantee or Grantee's officers, agents and employees while acting within the course and scope of their employment, which arise from or which are in any way out of Grantee's construction, use and maintenance within the Easement Premises. Such indemnification hereunder by Grantee shall in no event cause the liability of Grantee for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of ACHD.

ACHD hereby indemnifies and saves and holds Grantee harmless from and against any and all claims for loss, injury, death or damage, and reasonable attorney's fees and costs that may be incurred by Grantee in defending such claims, caused by or arising out of any negligent acts by ACHD or ACHD's agents and employees while acting within the course and scope of their employment, which arise in any way out of ACHD's construction of the Retaining Wall, and any repair or maintenance thereof, to include construction, repair, or maintenance of Grantee's Fence. Any such indemnification hereunder by ACHD is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by ACHD shall in no event cause the liability of ACHD for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.



Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of Grantee.

**SECTION 10. Covenants Run with the Land.**

This Easement shall be a burden upon ACHD's Property and shall be appurtenant to and for the benefit of Grantee's Property, and shall run with the land.

**SECTION 11. Exhibits.**

All exhibits attached hereto and the recitals contained herein are incorporated herein as if set forth in full herein.

**SECTION 12. Recordation.**

This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day, month and year first set forth above.

**GRANTOR:**

**Ada County Highway District,  
A Body Politic and Corporate of  
the State of Idaho**

**GRANTEE:**

**Idaho Power Company,  
an Idaho corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Angela Wood  
Land Management Leader

Date: \_\_\_\_\_

**List of Exhibits**

Exhibit 'A' - ACHD's Property

Exhibit 'B' - Grantee's Property

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Project Name: Five Mile-Franklin to Fairview  
Project No: 702041  
Name: Idaho Power Company  
R/W Parcel No: 1  
T3N, R1E, Sec 10  
APN: S1110449504

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this \_\_\_ day of \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known or identified to me to be the President, and \_\_\_\_\_, known or identified to me to be the Secretary of the Corporation that executed this instrument or the persons who executed this instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

\_\_\_\_\_  
*Notary Public for Idaho*  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this \_\_\_ day of \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public in and for the State of Idaho, personally appeared Angela Wood, known or identified to me to be the Land Management Leader OF IDAHO POWER COMPANY, and that she executed this instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

\_\_\_\_\_  
*Notary Public for Idaho*  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

**Exhibit 'A'**

ACHD's Property

[Refer to attached legal description.]

Ada County Highway District  
Project No. 702041.0 RD282  
Five Mile Road – Franklin Road to Fairview Avenue

**• Parcel 1 •**  
**Right-of-Way Requirement Description**

A parcel located in the SE ¼ of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southeasterly corner of said SE ¼, from which a brass cap monument marking the northeasterly corner of said SE ¼ bears N 0°05'33" W a distance of 2662.83 feet;

Thence N 89°38'06" W along the southerly boundary of said SE ¼ a distance of 431.18 feet to a point;

Thence leaving said southerly boundary N 0°03'06" W a distance of 59.09 feet to the POINT OF BEGINNING;

Thence continuing N 0°03'06" W a distance of 28.22 feet to a point;

Thence a distance of 21.79 feet along the arc of a 10053.50 foot radius non-tangent curve right, said curve having a radius bearing S 1°55'36" E, a central angle of 0°07'27" and a long chord bearing N 88°08'08" E a distance of 21.79 feet to a point;

Thence S 75°53'21" E a distance of 29.32 feet to a point;

Thence a distance of 285.83 feet along the arc of a 10045.50 foot radius non-tangent curve right, said curve having a radius bearing S 1°38'30" E, a central angle of 1°37'49" and a long chord bearing N 89°10'24" E a distance of 285.82 feet to a point;

Thence N 45°27'06" E a distance of 40.60 feet to a point;

Thence N 0°02'14" W a distance of 215.75 feet to a point;

Thence N 6°13'56" E a distance of 145.87 feet to a point;

Thence N 1°08'45" E a distance of 172.87 feet to a point;

Thence N 0°02'13" W a distance of 170.23 feet to a point;

Thence N 1°16'23" W a distance of 83.17 feet to a point on the southerly right-of-way of the Idaho and Northern Pacific Railroad;

Parcel 1 Take

Page 2

Thence along said southerly right-of-way a distance of 7.69 feet along the arc of a 11359.22 foot radius non-tangent curve right, said curve having a radius bearing S 4°32'29" W, a central angle of 0°02'20" and a long chord bearing S 85°26'21" E a distance of 7.69 feet to a point on the westerly right-of-way of Five Mile Road;

Thence leaving said southerly right-of-way S 0°05'33" E along said westerly right-of-way a distance of 502.69 feet to a point;

Thence continuing along said westerly right-of-way S 0°42'56" W a distance of 286.73 feet to a point;

Thence leaving said westerly right-of-way S 44°44'19" W a distance of 64.89 feet to a point on the northerly right-of-way of Franklin Road;

Thence along said northerly right-of-way a distance of 341.37 feet along the arc of a 22958.31 foot radius non-tangent curve left, said curve having a radius bearing S 0°27'22" E, a central angle of 0°51'07" and a long chord bearing S 89°07'04" W a distance of 341.36 feet to the POINT OF BEGINNING.

This parcel contains 18,994 square feet (0.436 acres) and is subject to any easements existing or in use.

Prepared by: Glenn K. Bennett, PLS  
Civil Survey Consultants, Incorporated  
July 12, 2012



**Exhibit 'B'**

Grantee's Property

[Refer to attached legal description.]

## EXHIBIT B

All that real property located in the City of Boise, County of Ada, State of Idaho, being more particularly described below:

### PARCEL A

A parcel of land lying in the Southwest quarter of the Southeast quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of said Section 10 and the intersection of the centerlines of Franklin Road and Five Mile Road;

Thence along the South line of said Section 10 and the centerline of said Franklin Road North 89 degrees 56'00" West 1514.48 feet;

Thence North 00 degrees 08' 17" West 40.01 feet to a point on the Northerly right-of-way of said Franklin Road and the **REAL POINT OF BEGINNING**;

Thence along said Northerly right-of-way of Franklin Road North 89 degrees 56'00" West 14.44 feet; Thence North 00 degrees 03'40" East 909.59 feet to a point on the Southerly right-of-way of the Union Pacific Railroad (Oregon Short Line);

Thence along said Southerly railroad right-of-way South 88 degrees 42'48" East 11.28 feet; Thence South 00 degrees 08' 17" East 909.36 feet to the **REAL POINT OF BEGINNING**.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded December 10, 1998, as Instrument No. 98118709, of official records, being described as follows:

A parcel of land 5.00 feet wide and 707.7 feet long located in the SE1/4, Section 10, Township 3 North, Range 1 East, B.M., Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a brass cap identified as the SE Corner of said Section 10; thence, North 89 degrees 38' 27" West, along the south section line of said Section 10, also being identified as the centerline of Franklin Road, a distance of 1,529.00 feet to a point; thence, North 00 degrees 21' 13" East, a distance of 40 feet to a point, said point being THE TRUE POINT OF BEGINNING; thence, continuing North 00 degrees 21' 13" East, a distance of 5.00 feet to a point; thence, South 89 degrees 38' 27" East, a distance of 707.7 feet to a point; thence, South 00 degrees 21' 13" West, a distance of 5.00 feet to a point; thence North 89 degrees 38' 27" West, a distance of 707.7 feet back to the TRUE POINT OF BEGINNING.

**FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded May 19, 2011, as Instrument No. 111041381, of official records, being described as follows:

A parcel of land being a portion of Warranty Deed Instrument No. 7862593, as filed in the Ada County Recorder's Office, located in the SE1/4 of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the southeast corner of said Section 10, monumented by a 3.5" brass cap (Corner Record No. 107143502);

Thence North 89 degrees 38' 10" West, coincident with the southerly line of the SE ¼ of said Section 10, a distance of 1529.06 feet, from which the S ¼ corner of said Section 10, monumented by a 3.5" cap (Corner Record No. 108116008), bears North 89 degrees 38' 10" West, a distance of 1139.97 feet;

Thence North 00 degrees 21' 50" East, perpendicular to said southerly line, a distance of 45.00 feet to a point on the westerly line of Parcel 'A' as described in said Warranty Deed, said point being on the northerly right of way of Franklin Road and the **POINT OF BEGINNING**;

Thence North 00 degrees 21' 30" East, coincident with said westerly line, a distance of 9.00 feet;

Thence South 89 degrees 38' 10" East, parallel with and offset 9.00 feet northerly of said northerly right of way, a distance of 41.83 feet;

Thence South 82 degrees 46' 53" East, a distance of 75.41 feet to said northerly right of way;

Thence North 89 degrees 38' 10" West, coincident with said northerly right of way, a distance of 116.70 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.016 acres 713 square feet, more or less.

Together with and subject to covenants, easements and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

## **PARCEL B**

A parcel of land lying in the Southeast quarter of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of said Section 10 and the intersection of the centerlines of Franklin Road and Five Mile Road;

Thence along the East line of said Section 10 and the centerline of said Five Mile Road North 00 degrees 23'45" West 45.36 feet;

Thence South 89 degrees 36'15" West 45.00 feet to a point marking the intersection of the Westerly right-of-way of said Five Mile Road and the Northerly right-of-way of said Franklin Road said point being the real point of beginning;

Thence along the said Northerly right-of-way of Franklin Road the following courses and distances:

South 88 degrees 13'58" West 156.17 feet;

South 00 degrees 04'00" West 10.00 feet;

North 89 degrees 56'00" West 112.10 feet;

North 00 degrees 04'00" East 10.00 feet;

North 89 degrees 56'00" West 1201.07 feet to a point 40.00 feet Northerly of the South line of said Section 10;

Thence leaving the Northerly right-of-way of Franklin Road and proceeding North 00 degrees 08'17" West 909.36 feet to a point on the Southerly right-of-way of the Union Pacific Railroad (Oregon Short Line);

Thence along said Southerly railroad right-of-way South 88 degrees 42'48" East 783.20 feet to a point



of curve;

Thence Southeasterly along a curve to the right and said Southerly railroad right-of-way 688.63 feet, said curve having a central angle of 03 degrees 28'23", a radius of 11360.23 feet, a long chord of 688.52 feet bearing South 86 degrees 58'37" East to a point common to said Southerly railroad right-of-way and the Westerly right-of-way of said Five Mile Road parallel and 40.00 feet Westerly of the East line of said Section 10 South 00 degrees 23'45" East 497.52 feet; Thence continuing along said Westerly right-of-way of Five Mile Road South 00 degrees 24'43" West 354.68 feet to the **REAL POINT OF BEGINNING**.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded November 12, 1992, as Instrument No. 9277795, of official records, being described as follows:

A parcel of land 5.00 feet wide and 707.7 feet long located in the SE1/4, Section 10, Township 3 North, Range 1 East, B.M., Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a brass cap identified as the SE Corner of said Section 10; thence, North 89 degrees 38' 27" West, along the South Section line of said Section 10, also being identified as the Centerline of Franklin Road, a distance of 1,529.00 feet to a point; thence, North 00 degrees 21' 13" East, a distance of 40 feet to a point, said point being the **TRUE POINT OF BEGINNING**; thence, continuing North 00 degrees 21' 13" East, a distance of 5.00 feet to a point; thence, South 89 degrees 38' 27" East, a distance of 707.7 feet to a point; thence, South 00 degrees 21' 13" West, a distance of 5.00 feet to a point; thence, North 89 degrees 38' 27" West, a distance of 707.7 feet back to the True Point of Beginning.

**AND FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded December 10, 1998, as Instrument No. 98118709, of official records, being described as follows:

A parcel of land 5.00 feet wide and 707.7 feet long located in the SE1/4, Section 10, Township 3 North, Range 1 East, B.M., Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a brass cap identified as the SE Corner of said Section 10; thence, North 89 degrees 38' 27" West, along the south section line of said Section 10, also being identified as the centerline of Franklin Road, a distance of 1,529.00 feet to a point; thence, North 00 degrees 21' 13" East, a distance of 40 feet to a point, said point being THE TRUE POINT OF BEGINNING; thence, continuing North 00 degrees 21' 13" East, a distance of 5.00 feet to a point; thence, South 89 degrees 38' 27" East, a distance of 707.7 feet to a point; thence, South 00 degrees 21' 13" West, a distance of 5.00 feet to a point; thence North 89 degrees 38' 27" West, a distance of 707.7 feet back to the TRUE POINT OF BEGINNING.

**AND FURTHER EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded May 19, 2011, as Instrument No. 111041381, of official records, being described as follows:

A parcel of land being a portion of Warranty Deed Instrument No. 7862593, as filed in the Ada County Recorder's Office, located in the SE1/4 of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the southeast corner of said Section 10, monumented by a 3.5" brass cap (Corner

Record No. 107143502);

Thence North 89 degrees 38' 10" West, coincident with the southerly line of the SE ¼ of said Section 10, a distance of 1529.06 feet, from which the S ¼ corner of said Section 10, monumented by a 3.5" cap (Corner Record No. 108116008), bears North 89 degrees 38' 10" West, a distance of 1139.97 feet;

Thence North 00 degrees 21' 50" East, perpendicular to said southerly line, a distance of 45.00 feet to a point on the westerly line of Parcel 'A' as described in said Warranty Deed, said point being on the northerly right of way of Franklin Road and the **POINT OF BEGINNING**;

Thence North 00 degrees 21' 30" East, coincident with said westerly line, a distance of 9.00 feet;

Thence South 89 degrees 38' 10" East, parallel with and offset 9.00 feet northerly of said northerly right of way, a distance of 41.83 feet;

Thence South 82 degrees 46' 53" East, a distance of 75.41 feet to said northerly right of way;

Thence North 89 degrees 38' 10" West, coincident with said northerly right of way, a distance of 116.70 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.016 acres 713 square feet, more or less.

Together with and subject to covenants, easements and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

## **AND ALSO:**

A parcel of land located in the SW1/4 of the SE1/4 of Section 10, Township 3 North, Range 1 East, B.M. Ada County, Idaho, and more particularly described as follows:

Commencing at the South Quarter Corner of section 10, said point also being the POINT OF BEGINNING; thence, North 00 degrees 03' 33" East along the mid section line of Section 10 a distance of 973.47 feet to a point on the Southerly right-of-way of the Union Pacific Railroad; thence, South 88 degrees 44' 07" East along said right-of-way a distance of 1,140.25 feet, more or less, to a point, being the Northwest corner of that certain parcel of land described in Warranty Deed, as Instrument No. 7962593, Records of Ada County, Idaho; thence, South 00 degrees 03' 40" West, along said West boundary of said Warranty Deed, a distance of 949.60 feet to a point on the southerly section line of Section 10, thence, North 89 degrees 56' 04" West along said section line a distance of 1,140.00 feet to the POINT OF BEGINNING.

Parcel is subject to irrigation easements and Franklin Road on the Southerly boundary.

**EXCEPTING THEREFROM** that portion conveyed to Ada County Highway District for public right-of-way by Warranty Deed recorded June 29, 2010, as Instrument No. 110060604, of official records, being described as follows:

A parcel of land being a portion of Warranty Deed Instrument No. 8228202, as recorded in the Ada

County Recorder's Office, located in the SE1/4 of Section 10, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the S ¼ corner of said Section 10, monumented by a 3.5" aluminum cap (Corner Record No. 108116008);

Thence South 89 degrees 38' 10" East, coincident to the southerly line of the SE ¼ of said Section 10, a distance of 391.75 feet, from which the southeast corner of said Section 10, monumented by a 3.5" brass cap (Corner Record No. 107143502), bears South 89 degrees 38' 10" East, a distance of 2277.28 feet;

Thence North 00 degrees 21' 50" East, perpendicular with said southerly line, a distance of 45.00 feet to a point on the northerly right of way of Franklin Road and the **POINT OF BEGINNING**;

Thence North 88 degrees 12' 59" East, a distance of 240.17 feet;

Thence South 89 degrees 38' 10" East, parallel with and offset 9.00 feet northerly of said northerly right of way, a distance of 508.22 feet to a point on the easterly line of said Warranty Deed No. 8228202;

Thence South 00 degrees 21' 30" West, coincident with said easterly line, a distance of 9.00 feet to the said northerly right of way;

Thence North 89 degrees 38' 10" West, coincident with said northerly right of way, a distance of 748.22 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.130 acres or 5,654 square feet, more or less.

Together with and subject to covenants, easements and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

**Exhibit C**

**Board of Director's Resolution**

**OAR 860-027-0025(2)(c)**

STATE OF IDAHO )  
COUNTY OF ADA ) ss.  
CITY OF BOISE )

I, PATRICK A. HARRINGTON, the undersigned, Secretary of Idaho Power Company, do hereby certify that the following constitutes a full, true and correct copy of the resolutions adopted at a regular meeting of the Board of Directors of Idaho Power Company held July 13, 1995, authorizing certain Company officers to enter into transactions regarding real and personal property, including the sale of real property, and that said resolutions have not been amended or rescinded and are in full force and effect on the date hereof. I further certify that Lonnie G. Krawl is currently the Vice President of Human Resources, Administrative Services and Chief Information Officer of Idaho Power Company, and is an authorized officer of the Company entitled to undertake the actions described in said resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand this 29<sup>th</sup> day of September, 2015.

(CORPORATE SEAL)

  
/s/ Patrick A. Harrington  
Secretary

RESOLVED, That the Chairman of the Board, or the Chief Executive Officer, or the President or any Vice President, and the Secretary or any Assistant Secretary of Idaho Power Company, or such other employees or agents of the Company as may be so designated by them in writing, are authorized on behalf of the Company to purchase or otherwise acquire by bequest, gift, devise, or other means, and to sell, convey, exchange, option or otherwise dispose of real and personal property of every class and description and any estate or interest therein, as may be necessary or convenient for the proper conduct of the affairs of the Company without limitation as to amount or value, in any and all states, subject to the laws of any such state; provided, however, that the Chairman of the Board, or the Chief Executive Officer, or the President or any Vice President, and the Secretary or any Assistant Secretary of Idaho Power Company, or such other employees or agents of the Company as may be so designated by them in writing, are authorized on behalf of the Company to acquire from others or to grant to others easements, permits and licenses as may be necessary or convenient for the proper conduct of the affairs of the Company without limitation as to the extent or cost, in any and all states, subject to the laws of any such state; and be it

FURTHER RESOLVED, That the Chairman of the Board, or the Chief Executive Officer, or the President or any Vice President, and the Secretary or any Assistant Secretary of Idaho Power Company, or such other employees or

agents of the Company as may be so designated by them in writing, are authorized on behalf of the Company to lease real and personal property of the Company or from others, as may be necessary or convenient for the proper conduct of the affairs of the Company without limitation as to the extent or cost, in any and all states, subject to the laws of any such state; and be it

FURTHER RESOLVED, That the Chairman of the Board, or the Chief Executive Officer, or the President or any Vice President, and the Secretary or any Assistant Secretary of Idaho Power Company, or such other employees or agents of the Company as may be so designated by them in writing, are authorized on behalf of the Company to lease real and personal property of the Company or from others, as may be necessary or convenient for the proper conduct of the affairs of the Company without limitation as to amount or value, in any and all states, subject to the laws of any such state; and be it

FURTHER RESOLVED, That the Chairman of the Board, or the Chief Executive Officer, or the President or any Vice President, and the Secretary or any Assistant Secretary of Idaho Power Company, or such other employees or agents of the Company as may be so designated by them in writing, are hereby authorized on behalf of the Company to file for all permits, licenses or other authorizations with state, federal or other entities owning or controlling lands as may be necessary or convenient for the proper conduct of the affairs of the Company without limitation with respect to the construction of power lines, structures, buildings or other facilities.

**Exhibit J**  
**Proposed Journal Entries**  
**OAR 860-027-0025(2)(j)**

**IDAHO POWER COMPANY  
EXHIBIT J  
PROPOSED JOURNAL ENTRIES**

*Boise Operations Center - Land Sale  
Work Order 27387229*

421190 Gain on Disposition of Property	46,144.93	
101000 Electric Plant in Service		46,144.93

To record retirement of land due to sale.

131201 Cash	53,881.75	
421190 Gain on Disposition of Property		53,881.75

To record proceeds from sale – cash allocated to non-depreciable property.

421190 Gain on Disposition of Property	5,495.12	
131201 Cash		5,495.12

To record selling costs associated with land sale.

131201 Cash	31,182.94	
454101 Operating Revenue		31,182.94

To record proceeds from sale of easements.

**These are proposed entries for the land related to the ACHD Five Mile project.**

**If no additional expenses are recorded the estimated gain in account 421190 is \$2,241.70.**



**Boise Operations Center – Site Work  
Work Order 27404561**

108000 Accumulated Provision for Depreciation	12,300.00	
101000 Electric Plant in Service		12,300.00

To record retirement of improvements due to road widening project.

131201 Cash	136,701.80	
107000 Construction Work in Progress		136,701.80

To record proceeds – cash allocated to improvements due to road widening project.

107000 Construction Work in Progress	129,992.40	
108000 Accumulated Provision for Depreciation	4,092.00	
131201 Cash		134,084.40

To record cost of improvements due to road widening project.

107000 Construction Work in Progress	136,701.80	
101000 Electric Plant in Service		132,529.92
108000 Accumulated Provision for Depreciation		4,171.88

CIAC allocation and close.

101000 Electric Plant in Service	129,992.40	
107000 Construction Work in Progress		129,992.40

To record permanent close of work order.

**These are proposed entries for the site work related to the ACHD Five Mile project.**

**Boise Operations Center – Warehouse**

**Work Order 27432755**

131201 Cash	6,000.00	
107000 Construction Work in Progress		6,000.00

To record proceeds – cash allocated to new shelving at the warehouse due to road widening project.

107000 Construction Work in Progress	5,964.79	
131201 Cash		5,964.79

To record cost of new shelving at the warehouse due to road widening project.

107000 Construction Work in Progress	6,000.00	
101000 Electric Plant in Service		6,000.00

CIAC allocation and close.

101000 Electric Plant in Service	5,964.79	
107000 Construction Work in Progress		5,964.79

To record permanent close of work order.

**Work Order 27359262**

163815 Stores Expense - Relocation Expenses	2,600.00	
163815 Stores Expense - Cash Received		2,600.00

To record cost associated with relocation of materials and inventory at the warehouse due to the road widening project.

**These are proposed entries for the warehouse work related to the ACHD Five Mile project.**