

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

PARKCENTER BOULEVARD EXTENSION TO WARM SPRINGS AVENUE,
INCLUDING THE EAST PARKCENTER BRIDGE

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made and entered into this 28th day of November, 2007 by and between HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership ("Harris Family Limited Partnership"), BARBER MILL COMPANY ("Barber Mill Company"), an Idaho corporation (Harris Family Limited Partnership and Barber Mill Company are sometimes herein collectively referred to as "Harris Ranch"), and ADA COUNTY HIGHWAY DISTRICT (herein "ACHD").

RECITALS

A. The parties entered into a Development Agreement dated July 29, 2005 (the "Development Agreement").

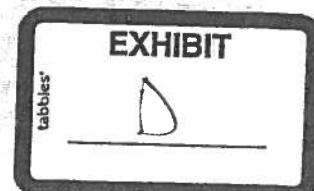
B. Section 5.3 of the Development Agreement states that ACHD may have to provide wetlands mitigation as required by the U.S. Army Corps of Engineers or other governmental entities in connection with the Project, as such term is defined in the Development Agreement.

C. Section 5.3 of the Development Agreement also states that Harris Ranch will cooperate in assisting ACHD in any wetland mitigation requirements identified during the permitting process, including but not limited to donating a portion of wetlands owned by Harris Ranch in order to accomplish the wetland mitigation required by governmental agencies.

D. Section 5.3 of the Development Agreement also states that any such provision of wetlands shall be eligible for Impact Fee Reimbursement collected in Harris Ranch, Idaho.

E. The parties desire to amend their obligations under Section 5.3 of the Development Agreement as set forth in this Amendment. The Development Agreement remains in full force and effect except as specifically amended by this Amendment.

F. The parties intend by this Amendment to specify the means by which Harris Ranch will satisfy its obligations regarding the wetland mitigation requirements set forth in the Development Agreement. Harris Family Limited Partnership agrees pursuant to this Amendment to donate approximately 10 acres of wetlands and does hereby waive any potential Impact Fee



Reimbursement set forth in the Development Agreement of \$7.00 per square foot relating to wetland mitigation reimbursement for the donation.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the recitals, which are incorporated in this Amendment, and in consideration of the premises and the agreements hereinafter contained, ACHD, Harris Family Limited Partnership and Barber Mill Company agree as follows:

SECTION 1. Definitions. All capitalized terms in this Amendment that are not defined herein shall have the same meaning ascribed to them in the Development Agreement.

SECTION 2. Recitals. The recitals above are incorporated into the body of this Amendment.

SECTION 3. Amendment of Section 5.3. Section 5.3 of the Development Agreement is hereby amended and restated in its entirety as follows:

"5.3 ACHD is required by the U.S. Army Corps of Engineers to provide a certain number of acres of improved wetlands to satisfy the wetland mitigation due to the construction of the Project. Harris Family Limited Partnership has agreed to the following:

i. Harris Family Limited Partnership shall provide a conservation easement on acreage north of the Boise River near the Project, which acreage (the "Property") is identified and more particularly described in the conservation easement, which is substantially in the form attached hereto, marked as **Schedule 1** (the "Conservation Easement") and incorporated herein by reference. Harris Family Limited Partnership agrees to make any additional changes or modifications to the Conservation Easement as may be reasonably required by the U.S. Army Corps of Engineers and/or ACHD.

ii. Harris Family Limited Partnership agrees to construct improvements on the Property to meet requirements of the U.S. Army Corps of Engineers to satisfy in all respects the U.S. Army Corps of Engineers' requirements for ACHD's wetland mitigation for the Project. To provide such construction, Harris Family Limited Partnership shall engage a professional firm pursuant to a written agreement (the "Services Agreement") approved in writing by ACHD that complies with all requirements of the U.S. Army Corps of Engineers. In connection with the Services Agreement, Harris Family Limited Partnership agrees as follows:

(1) After ACHD approves the Services Agreement, Harris Family Limited Partnership shall not amend, terminate, or assign the agreement without the prior written consent of ACHD.

(2) Harris Family Limited Partnership shall not consent to the professional firm using subcontractors or engaging consultants not employed by the professional firm without ACHD's prior written consent.

(3) The Services Agreement shall provide that Harris Family Limited Partnership may require the professional firm to deliver a public presentation regarding the project. Harris Family Limited Partnership shall request the professional firm to deliver such a presentation if requested to do so by ACHD.

(4) Harris Family Limited Partnership shall not approve any design plans, mitigation plans, or project schedule changes pursuant to the Services Agreement without the prior written consent of ACHD.

(5) Harris Family Limited Partnership shall not waive any rights under the Services Agreement without the prior written consent of ACHD.

(6) If ACHD determines that the professional firm has defaulted under the Services Agreement, Harris Family Limited Partnership shall assign the Professional Services Agreement to ACHD if ACHD requests such assignment and Harris Family Limited Partnership shall take all steps necessary under the Services Agreement to effect such assignment.

iii. In exchange for providing the Conservation Easement and the construction and maintenance of the wetlands as provided in the Conservation Easement, the Services Agreement, the 404 permit, or any other applicable regulations, ACHD agrees to pay to Harris Family Limited Partnership the sum of One Million Three Hundred Three Thousand Five Hundred Thirty Three and No/100ths Dollars (\$1,303,533.00). Payment by ACHD to Harris Family Limited Partnership of such sum shall be made at such times as Harris Family Limited Partnership is required to make payments under the Services Agreement. Neither Harris Family Limited Partnership nor Harris Ranch shall be eligible for any Impact Fee Reimbursement for the acreage provided by Harris Family Limited Partnership for wetlands mitigation. All funds paid by ACHD shall be paid to Harris Family Limited Partnership and not to Barber Mill Company, and Barber Mill Company hereby releases any claim, right, title or interest in and to such payments by ACHD to Harris Family Limited Partnership.

iv. This Amendment shall fully satisfy the requirements of ACHD, Harris Family Limited Partnership, Barber Mill Company, and Harris

Ranch, for the requirements set forth in paragraphs 5.3 and 6.1(d) of the Development Agreement."

SECTION 4. Restatement of Development Agreement. The Development Agreement, except as modified by this Amendment, shall remain in full force and effect.

SECTION 5. Miscellaneous.

5.1 Incorporation of Schedules.

It is agreed that all schedules to this Amendment are incorporated herein by reference and made a part of the terms, provisions and covenants of this Amendment.

5.2 Binding Effect.

This Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

5.3 Counterparts.

This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5.4 Confidentiality.

The parties agree that the terms of this Amendment shall be held in confidence and shall not be revealed to any third person or entity except (i) as agreed by both parties, or (ii) as required by law or a court of competent jurisdiction.

[Signature page follows.]

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

HARRIS FAMILY LIMITED PARTNERSHIP,
an Idaho limited partnership

By: Harris Management, LLC, its General Partner

By: *Felicia Harris Burkhalter*
Felicia Harris Burkhalter
Manager

By: *Mildred H. Davis*
Mildred H. Davis
Manager

By: *Brian Randolph Harris*
Brian Randolph Harris
Manager

By: *Alfa M. Harris*
Alfa M. Harris
Manager

BARBER MILL COMPANY, an Idaho corporation

By _____
Larry Williams
President

Attest:

Secretary

ADA COUNTY HIGHWAY DISTRICT

By: *Colin J. Ford*
Title: President

Attest:
William J. Schaefer
Director

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

HARRIS FAMILY LIMITED PARTNERSHIP,
an Idaho limited partnership

By: Harris Management, LLC, its General
Partner


By: _____
Felicia Harris Burkhalter
Manager

By: _____
Mildred H. Davis
Manager

By: _____
Brian Randolph Harris
Manager

By: _____
Alta M. Harris
Manager

BARBER MILL COMPANY, an Idaho
corporation

By: 

Larry Williams
President

Attest:

Secretary

ADA COUNTY HIGHWAY DISTRICT

By: _____
Title: President

Attest:

Director