

**PETITION TO AMEND THE BOUNDARIES OF THE  
HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1  
(CITY OF BOISE, IDAHO)**

LIST OF EXHIBITS

- EXHIBIT A LEGAL DESCRIPTION OF LAND TO BE ADDED TO THE DISTRICT
- EXHIBIT B LEGAL DESCRIPTION OF THE DISTRICT AS AMENDED
- EXHIBIT C MAP OF THE DISTRICT AS AMENDED
- EXHIBIT D ADDITIONAL PROPERTY ADA COUNTY TAX ASSESSOR  
INFORMATION

**Petition- Exhibit A**

Harris Ranch Community Infrastructure District No. 1  
Legal Description Of Land To Be Added To The District

**Description for Dallas Harris Estates Subdivision  
Community Infrastructure District No. 1  
Property Boundary**

A parcel of land located in Gov't Lot 1 of Section 21, and the Northeast 1/4 of Section 20, Township 3 North, Range 3 East, B.M., and portions of the Southeast 1/4 of Section 20, the Northeast 1/4 of Section 29, and the Northwest 1/4 of Section 28, Township 3 North, Range 3 East, B.M., City of Boise, Ada County, Idaho, more particularly described as follows:

**Beginning** at the corner common to Sections 16, 17, 20, and 21, Township 3 North, Range 3 East, B.M., from which the 1/4 corner common to said Sections 17 and 20 bears South 89°52'06" West, 2,651.12 feet; Thence along the north line of said Gov't Lot 1 South 89°59'59" East, 1,194.30 feet to the Northeast corner thereof; Thence along the east line of said Gov't Lot 1 South 00°35'29" West, 1,328.81 feet to the Southeast corner thereof; Thence along the south line of said Gov't Lot 1 South 89°55'42" West, 1,195.98 feet to a point on the east line of said Section 20; Thence along the east line of said Section 20 South 00°39'47" West, 1,278.50 feet to the East 1/4 corner of said Section 20; Thence South 00°50'27" East, 51.83 feet to the West 1/4 corner of said Section 21; Thence continuing South 00°50'27" East, 2,638.70 feet to the corner common to said Sections 20, 21, 29 and 28; Thence along the north line of said Section 28 North 89°19'32" East, 2,625.66 feet to the North 1/4 corner of said Section 28; Thence along the north-south mid-section line of said Section 28 South 00°07'12" West, 2,662.52 feet to the Center 1/4 corner of said Section 28; Thence along the east-west mid-section line of said Section 28 North 89°35'25" West, 1,307.93 feet; Thence departing said east-west mid-section line North 00°00'52" East, 37.43 feet to the most southerly corner of Triplett Subdivision as same is recorded in Book 94 of Plats at Pages 11491-11493, Records of Ada County, Idaho; Thence continuing North 00°00'52" East, 846.62 feet along the easterly boundary line of said Triplett Subdivision to an angle point thereon; Thence along the northeasterly boundary line of said Triplett Subdivision North 51°11'24" West, 1,346.20 feet; Thence departing said northeasterly boundary line and along the southeasterly boundary line of that certain parcel as described in Warranty Deed Instrument No. 102060903, Records of Ada County, Idaho North 39°00'06" East, 334.33 feet; Thence along the northeasterly boundary line of said parcel North 50°59'54" West, 71.00 feet to the most southerly corner of that parcel as shown on Record of Survey No. 5911 and recorded as Instrument No. 102097579, Records of Ada County, Idaho; Thence along the boundary lines of said parcel the following three (3) courses and distances:  
North 39°00'06" East, 110.00 feet; North 50°59'54" West, 125.00 feet; South 39°00'06" West, 110.00 feet;

Thence departing said boundary lines and along the northwesterly boundary line of that certain parcel as described in said Warranty Deed Instrument No. 102060903, South 39°00'06" West, 434.00 feet; Thence along the southwesterly boundary line of said parcel South 53°51'49" East, 60.54 feet to a point on the northwesterly boundary line of said Triplett Subdivision; Thence along the northwesterly boundary line of said Triplett Subdivision South 38°50'11" West, 168.73 feet to a brass cap monument marking the most westerly corner of said Triplett Subdivision, the northwest corner of Lot 1, Block 1, Barberton Subdivision No. 1 as same is recorded in Book 44 of Plats at Pages 3617-3618, Records of Ada County, Idaho and the most easterly corner of Harris Ranch Subdivision No. 2, as same is recorded in Book 79 of Plats at Pages 8432-8434, Records of Ada County, Idaho; Thence along the north and east boundary lines of said Harris Ranch Subdivision No. 2 the following ten (10) courses and distances:  
North 51°12'16" West, 70.00 feet; North 38°45'36" East, 52.08 feet; North 07°07'31" East, 98.73 feet; North 00°05'35" West, 363.81 feet; North 46°22'55" West, 21.73 feet; South



68°36'06" West, 144.08 feet; South 05°47'27" West, 42.52 feet; Thence 27.64 feet along the arc of a non-tangent curve to the left having a radius of 20.50 feet, a central angle of 77°14'20", and a long chord which bears South 68°02'09" West, a distance of 25.59 feet; North 14°49'35" West, 49.09 feet; South 85°16'33" West, 389.36 feet to the Northwest corner of Lot 4, Block 29, of said Harris Ranch Subdivision No. 2;

Thence leaving said north and east boundary lines of said Harris Ranch Subdivision No. 2 and along the northeasterly boundary of Harris Ranch Subdivision No. 4, as same is recorded in Book 81 of Plats at Pages 8807-8809, Records of Ada County, Idaho, North 19°08'59" West, 123.24 feet to the southeasterly corner of Lot 14, Block 29 of Harris Ranch Subdivision No. 4; Thence along the northeasterly boundary line of said Block 29 of Harris Ranch Subdivision No. 4, the following four (4) courses and distances:

North 11°27'21" West, 173.71 feet; North 48°19'05" West, 276.07 feet; North 68°02'48" West, 558.59 feet; North 73°15'33" West, 206.78 feet to the most northerly corner thereof;

Thence along the West boundary line of said Block 29 South 16°47'56" West, 180.77 feet to a point on the northerly boundary line of said Section 29, said point also being the northeasterly corner of Harris Ranch Subdivision No. 3 as same is recorded in Book 81 of Plats at Pages 8799-8804 Records of Ada County; Thence leaving said northerly boundary line of Block 29 and along the northerly boundary lines of said Harris Ranch Subdivision No. 3 and said Section 29, North 89°13'30" West, 45.43 feet to the southeasterly corner of that certain parcel as shown on Record of Survey No. 5558 recorded as Instrument No. 101104281, Records of Ada County; Thence leaving said northerly boundary lines and along said parcel lines the following four (4) courses and distances:

North 12°34'19" East, 115.50 feet; North 62°40'06" West, 203.41 feet; North 68°59'33" West, 607.25 feet; North 51°40'33" West, 228.56 feet to a point on the easterly right-of-way line of East Barber Drive;

Thence along said easterly right-of-way line North 00°11'28" West, 21.30 feet; Thence 100.74 feet along the arc of a curve to the left having a radius of 125.00 feet, a central angle of 46°10'40", and a long chord which bears North 23°16'48" West, a distance of 98.04 feet; Thence North 46°22'08" West, 16.01 feet to a point on the west line of the Southeast 1/4 of said Section 20; Thence along said west line North 00°11'28" West, 1,983.68 feet to the Center 1/4 corner of said Section 20; Thence along the west line of the Northeast 1/4 of said Section 20 North 00°11'35" West, 2,598.54 feet to the 1/4 common to said Sections 17 and 20; Thence along the north line of the Northeast 1/4 of said Section 20 North 89°52'06" East, 2,651.12 feet to the REAL POINT OF BEGINNING. Containing 470.80 acres, more or less.

**AND ALSO:**

A parcel of land located in a portion of the East 1/2 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap monument marking the North 1/4 corner of said Section 29 from which a brass cap monument marking the Northeast corner of said Section 29 bears South 89°14'06" East, 2643.00 feet; Thence along the north-south mid-section line of said Section 29 South 00°28'58" West, 1,387.32 feet to a point on the curved southwesterly right-of-way line of East Warm Springs Avenue said point also being the **REAL POINT OF BEGINNING**; Thence departing said mid-section line and along said right-of-way line 528.01 feet along the arc of a non-tangent curve to the right having a radius of 4735.00 feet, a central angle of 6°23'21", and a long chord which bears South 54°28'28" East, a distance of 527.73 feet; Thence continuing along said right-of-way line South 51°18'42" East, 500.38 feet to a point of intersection with the northwesterly right-of-way line of South Eckert Road; Thence departing said southwesterly right-

of-way line and along said northwesterly right-of-way line South  $41^{\circ}14'04''$  West, 1,018.41 feet; Thence 205.11 feet along the arc of a non-tangent curve to the right having a radius of 526.00 feet, a central angle of  $22^{\circ}20'30''$ , and a long chord which bears South  $52^{\circ}25'12''$  West, a distance of 203.81 feet to a point on said north-south mid-section line; Thence departing said right-of-way line and along said mid-section line North  $00^{\circ}28'58''$  East, 1509.64 feet to the REAL POINT OF BEGINNING. Containing 15.02 acres, more or less.

**Petition- Exhibit B**

Harris Ranch Community Infrastructure District No. 1  
Legal Description Of The District As Amended

**Harris Ranch  
Community Infrastructure District No. 1  
(As Amended)**

<u>Boundary</u>	<u>Acres</u>	<u>Reference</u>
Additional Property	486	B-1
Existing District	445	B-2
<b>Total</b>	<u>931</u>	



**Description for Dallas Harris Estates Subdivision  
Community Infrastructure District No. 1  
Property Boundary**

A parcel of land located in Gov't Lot 1 of Section 21, and the Northeast 1/4 of Section 20, Township 3 North, Range 3 East, B.M., and portions of the Southeast 1/4 of Section 20, the Northeast 1/4 of Section 29, and the Northwest 1/4 of Section 28, Township 3 North, Range 3 East, B.M., City of Boise, Ada County, Idaho, more particularly described as follows:

**Beginning** at the corner common to Sections 16, 17, 20, and 21, Township 3 North, Range 3 East, B.M., from which the 1/4 corner common to said Sections 17 and 20 bears South 89°52'06" West, 2,651.12 feet; Thence along the north line of said Gov't Lot 1 South 89°59'59" East, 1,194.30 feet to the Northeast corner thereof; Thence along the east line of said Gov't Lot 1 South 00°35'29" West, 1,328.81 feet to the Southeast corner thereof; Thence along the south line of said Gov't Lot 1 South 89°55'42" West, 1,195.98 feet to a point on the east line of said Section 20; Thence along the east line of said Section 20 South 00°39'47" West, 1,278.50 feet to the East 1/4 corner of said Section 20; Thence South 00°50'27" East, 51.83 feet to the West 1/4 corner of said Section 21; Thence continuing South 00°50'27" East, 2,638.70 feet to the corner common to said Sections 20, 21, 29 and 28; Thence along the north line of said Section 28 North 89°19'32" East, 2,625.66 feet to the North 1/4 corner of said Section 28; Thence along the north-south mid-section line of said Section 28 South 00°07'12" West, 2,662.52 feet to the Center 1/4 corner of said Section 28; Thence along the east-west mid-section line of said Section 28 North 89°35'25" West, 1,307.93 feet; Thence departing said east-west mid-section line North 00°00'52" East, 37.43 feet to the most southerly corner of Triplett Subdivision as same is recorded in Book 94 of Plats at Pages 11491-11493, Records of Ada County, Idaho; Thence continuing North 00°00'52" East, 846.62 feet along the easterly boundary line of said Triplett Subdivision to an angle point thereon; Thence along the northeasterly boundary line of said Triplett Subdivision North 51°11'24" West, 1,346.20 feet; Thence departing said northeasterly boundary line and along the southeasterly boundary line of that certain parcel as described in Warranty Deed Instrument No. 102060903, Records of Ada County, Idaho North 39°00'06" East, 334.33 feet; Thence along the northeasterly boundary line of said parcel North 50°59'54" West, 71.00 feet to the most southerly corner of that parcel as shown on Record of Survey No. 5911 and recorded as Instrument No. 102097579, Records of Ada County, Idaho; Thence along the boundary lines of said parcel the following three (3) courses and distances:  
North 39°00'06" East, 110.00 feet; North 50°59'54" West, 125.00 feet; South 39°00'06" West, 110.00 feet;

Thence departing said boundary lines and along the northwesterly boundary line of that certain parcel as described in said Warranty Deed Instrument No. 102060903, South 39°00'06" West, 434.00 feet; Thence along the southwesterly boundary line of said parcel South 53°51'49" East, 60.54 feet to a point on the northwesterly boundary line of said Triplett Subdivision; Thence along the northwesterly boundary line of said Triplett Subdivision South 38°50'11" West, 168.73 feet to a brass cap monument marking the most westerly corner of said Triplett Subdivision, the northwest corner of Lot 1, Block 1, Barberton Subdivision No. 1 as same is recorded in Book 44 of Plats at Pages 3617-3618, Records of Ada County, Idaho and the most easterly corner of Harris Ranch Subdivision No. 2, as same is recorded in Book 79 of Plats at Pages 8432-8434, Records of Ada County, Idaho; Thence along the north and east boundary lines of said Harris Ranch Subdivision No. 2 the following ten (10) courses and distances:  
North 51°12'16" West, 70.00 feet; North 38°45'36" East, 52.08 feet; North 07°07'31" East, 98.73 feet; North 00°05'35" West, 363.81 feet; North 46°22'55" West, 21.73 feet; South



68°36'06" West, 144.08 feet; South 05°47'27" West, 42.52 feet; Thence 27.64 feet along the arc of a non-tangent curve to the left having a radius of 20.50 feet, a central angle of 77°14'20", and a long chord which bears South 68°02'09" West, a distance of 25.59 feet; North 14°49'35" West, 49.09 feet; South 85°16'33" West, 389.36 feet to the Northwest corner of Lot 4, Block 29, of said Harris Ranch Subdivision No. 2;

Thence leaving said north and east boundary lines of said Harris Ranch Subdivision No. 2 and along the northeasterly boundary of Harris Ranch Subdivision No. 4, as same is recorded in Book 81 of Plats at Pages 8807-8809, Records of Ada County, Idaho, North 19°08'59" West, 123.24 feet to the southeasterly corner of Lot 14, Block 29 of Harris Ranch Subdivision No. 4; Thence along the northeasterly boundary line of said Block 29 of Harris Ranch Subdivision No. 4, the following four (4) courses and distances:

North 11°27'21" West, 173.71 feet; North 48°19'05" West, 276.07 feet; North 68°02'48" West, 558.59 feet; North 73°15'33" West, 206.78 feet to the most northerly corner thereof;

Thence along the West boundary line of said Block 29 South 16°47'56" West, 180.77 feet to a point on the northerly boundary line of said Section 29, said point also being the northeasterly corner of Harris Ranch Subdivision No. 3 as same is recorded in Book 81 of Plats at Pages 8799-8804 Records of Ada County; Thence leaving said northerly boundary line of Block 29 and along the northerly boundary lines of said Harris Ranch Subdivision No. 3 and said Section 29, North 89°13'30" West, 45.43 feet to the southeasterly corner of that certain parcel as shown on Record of Survey No. 5558 recorded as Instrument No. 101104281, Records of Ada County; Thence leaving said northerly boundary lines and along said parcel lines the following four (4) courses and distances:

North 12°34'19" East, 115.50 feet; North 62°40'06" West, 203.41 feet; North 68°59'33" West, 607.25 feet; North 51°40'33" West, 228.56 feet to a point on the easterly right-of-way line of East Barber Drive;

Thence along said easterly right-of-way line North 00°11'28" West, 21.30 feet; Thence 100.74 feet along the arc of a curve to the left having a radius of 125.00 feet, a central angle of 46°10'40", and a long chord which bears North 23°16'48" West, a distance of 98.04 feet; Thence North 46°22'08" West, 16.01 feet to a point on the west line of the Southeast 1/4 of said Section 20; Thence along said west line North 00°11'28" West, 1,983.68 feet to the Center 1/4 corner of said Section 20; Thence along the west line of the Northeast 1/4 of said Section 20 North 00°11'35" West, 2,598.54 feet to the 1/4 common to said Sections 17 and 20; Thence along the north line of the Northeast 1/4 of said Section 20 North 89°52'06" East, 2,651.12 feet to the REAL POINT OF BEGINNING. Containing 470.80 acres, more or less.

**AND ALSO:**

A parcel of land located in a portion of the East 1/2 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap monument marking the North 1/4 corner of said Section 29 from which a brass cap monument marking the Northeast corner of said Section 29 bears South 89°14'06" East, 2643.00 feet; Thence along the north-south mid-section line of said Section 29 South 00°28'58" West, 1,387.32 feet to a point on the curved southwesterly right-of-way line of East Warm Springs Avenue said point also being the **REAL POINT OF BEGINNING**; Thence departing said mid-section line and along said right-of-way line 528.01 feet along the arc of a non-tangent curve to the right having a radius of 4735.00 feet, a central angle of 6°23'21", and a long chord which bears South 54°28'28" East, a distance of 527.73 feet; Thence continuing along said right-of-way line South 51°18'42" East, 500.38 feet to a point of intersection with the northwesterly right-of-way line of South Eckert Road; Thence departing said southwesterly right-

of-way line and along said northwesterly right-of-way line South  $41^{\circ}14'04''$  West, 1,018.41 feet; Thence 205.11 feet along the arc of a non-tangent curve to the right having a radius of 526.00 feet, a central angle of  $22^{\circ}20'30''$ , and a long chord which bears South  $52^{\circ}25'12''$  West, a distance of 203.81 feet to a point on said north-south mid-section line; Thence departing said right-of-way line and along said mid-section line North  $00^{\circ}28'58''$  East, 1509.64 feet to the REAL POINT OF BEGINNING. Containing 15.02 acres, more or less.

**EXHIBIT B-2****Description for Dallas Harris Estates Subdivision  
Community Infrastructure District No. 1**

Being a parcel of land located in the South 1/2 of Section 19, Township 3 North, Range 3 East, B.M., the West 1/2 of Section 20, Township 3 North, Range 3 East, B.M., the West 1/2 of Section 29, Township 3 North, Range 3 East, B.M. and the Northeast 1/4 of Section 30, Township 3 North, Range 3 East B.M., City of Boise, Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 19, 20, 29, and 30, Township 3 North, Range 3 East, B.M., from which the 1/4 corner common to said Sections 20 and 29 bears South 89°35'48" East, 2657.50 feet; Thence along the South line of said Section 20, South 89°35'48" East, 10.15 feet to the intersection with the Northeasterly right-of-way of East Warm Springs Avenue; Thence along said northeasterly right-of-way North 64°00'52" West, 1609.86 feet to the **REAL POINT OF BEGINNING**;

Thence continuing along said Northeasterly right-of-way and along the Northeasterly right-of-way of East Parkcenter Boulevard, North 64°00'52" West, 1302.57 feet to the beginning of a curve to the left; Thence continuing along said Northeasterly right-of-way and said curve to the left an arc distance of 857.54 feet, having a radius of 1950.00 feet, a central angle of 25°11'48", and a chord bearing North 76°36'46" West, a distance of 850.65 feet; Thence leaving said Northeasterly right-of-way and along the Southerly right-of-way of East Barber Drive the following courses; North 61°47'29" East, 129.14 feet; North 28°12'31" West, 8.63 feet; North 61°48'36" East, 394.41 feet; North 76°47'36" East, 329.88 feet; South 88°27'29" East, 24.00 feet to the intersection with the West line of the Northwest 1/4 of the Southeast 1/4 of said Section 19; Thence departing said right-of-way line and along said West line South 00°17'36" West, 400.84 feet to a point marking the Center-South 1/16 corner; Thence along the South line of said Northwest 1/4 of the Southeast 1/4 South 88°16'32" East, 1322.86 feet to a point marking the Southeast 1/16 corner; Thence along the East line of said Northwest 1/4 of the Southeast 1/4 North 00°19'27" East, 638.35 feet to a point of the Northerly right-of-way line of said East Barber Drive; Thence departing said East line and along said Northerly right-of-way line North 83°57'12" East, 1331.29 feet to the intersection with the West line of the Southwest 1/4 of said Section 20; Thence along said West line North 00°23'50" East, 503.78 feet to the Northwest corner thereof; Thence along the North line of said Southwest 1/4 of Section 20 South 89°54'36" East, 1315.11 feet to the Center-West 1/16 corner of said Section 20; Thence along the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 20 North 00°28'29" West, 1306.55 feet to the Northwest corner thereof; Thence along the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 20 North 89°35'51" West, 1321.53 feet to the Southwest corner thereof; Thence along the West line of said Northwest 1/4 of the Northwest 1/4 North 00°45'03" West, 1313.84 feet to the Northwest corner thereof; Thence along the North line of said Northwest 1/4 of the Northwest 1/4 of Section 20 South 89°17'15"

East, 1328.06 feet to the Northeast corner of said Northwest 1/4 of the Northwest 1/4;  
Thence along the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 20  
South 89°17'15" East, 664.03 feet to the Northeast corner of the West 1/2 of the East 1/2  
of said Northwest 1/4; Thence along the East line of the West 1/2 of the East 1/2 of the  
Northwest 1/4 of said Section 20 South 00°20'01" East, 2605.81 feet to the Southeast  
corner of said West 1/2 of the East 1/2 of the Northwest 1/4; Thence along the South line  
of the Northwest 1/4 of said Section 20 South 89°54'40" East, 21.76 feet to a point;  
Thence South 00°25'29" West, 2655.32 feet to the intersection with the South line of the  
Southwest 1/4 of said Section 20; Thence South 00°25'56" West, 803.60 feet to the  
intersection with the curved Northwesterly right-of-way of South Harris Ranch Road;  
Thence along said Northwesterly right-of-way and along a non-tangent curve to the left  
an arc distance of 1.23 feet, having a radius of 500.00 feet, a central angle of 00°08'29",  
and a chord bearing of South 26°03'39" West, a distance of 1.23 feet; Thence continuing  
along said Northwesterly right-of-way South 25°59'25" West, 110.03 feet to the  
beginning of a curve to the right; Thence continuing along said Northwesterly right-of-  
way and along said curve to the right an arc distance of 31.41 feet, having a radius of  
20.00 feet, a central angle of 89°59'43", and a chord bearing of South 70°59'17" West, a  
distance of 28.28 feet to the intersection with the afore said Northeasterly right-of-way of  
East Warm Springs Avenue; Thence along said Northeasterly right-of-way South  
64°00'52" East, 82.77 feet to the intersection with the West boundary line of that certain  
parcel of land described in Warranty Deed Instrument No. 420137, Official Records of  
said Ada County; Thence along said West boundary line South 00°25'56" West, a  
distance of 885.25 feet to the northeast corner of and Idaho Power Company Substation  
Parcel; Thence along the boundary lines of said Substation Parcel the following courses:  
North 40°30'29" West, a distance of 155.49 feet; South 49°29'27" West, a distance of  
260.00 feet; South 40°30'33" East, a distance of 265.00 feet; North 49°29'27" East, a  
distance of 165.00 feet to the intersection with the West boundary line of said Warranty  
Deed Instrument No. 420137; Thence along said West boundary line South 00°25'56"  
West, a distance of 2581.65 feet to the intersection with the Ordinary High Water Line of  
the Boise River; Thence along said Ordinary High Water Line the following courses:  
North 85°00'09" West, a distance of 290.59 feet; North 73°30'39" West, a distance of  
157.48 feet; North 56°57'49" West, a distance of 178.96 feet; North 47°21'14" West, a  
distance of 190.62 feet; North 36°38'04" West, a distance of 400.82 feet; North  
32°16'02" West, a distance of 171.01 feet; North 27°50'38" West, a distance of 88.54  
feet; North 33°09'57" West, a distance of 207.74 feet; North 43°19'21" West, a distance  
of 86.24 feet; North 28°28'00" West, a distance of 50.35 feet; North 26°16'29" East, a  
distance of 26.61 feet; North 11°01'35" West, a distance of 126.73 feet; North  
26°42'21" West, a distance of 143.78 feet; North 51°23'40" West, a distance of 298.34  
feet; North 29°51'00" West, a distance of 319.07 feet; North 15°22'22" West, a distance  
of 109.33 feet; North 13°31'39" East, a distance of 93.53 feet; North 05°06'40" East, a  
distance of 237.01 feet; North 15°09'12" West, a distance of 177.42 feet; North  
80°09'11" West, a distance of 70.03 feet; North 47°01'28" West, a distance of 349.12  
feet; North 54°21'53" West, a distance of 71.40 feet; North 55°32'33" West, a distance  
of 367.84 feet; North 75°17'00" West, a distance of 132.39 feet; North 69°08'03" West,  
a distance of 92.50 feet; North 82°45'14" West, a distance of 59.48 feet; North  
50°25'36" West, a distance of 9.42 feet; Thence leaving said high water line North



25°24'40" West, 547.06 feet; Thence North 31°56'09" West, 265.87 feet; Thence North 53°08'23" West, 166.87 feet; Thence North 39°19'53" West, 263.13 Feet; Thence North 36°54'46" West, 146.28 feet to the beginning of a non-tangent curve to the left; Thence along said non-tangent curve to the left an arc distance of 35.28 feet, having a radius of 212.50 feet, a central angle of 9°30'48", and a chord bearing North 42°49' 05" East, a distance of 35.24 feet; Thence North 47°14'10" West, 124.29 feet; Thence North 45°23'54" West, 161.44 feet to the beginning of a curve to the left; Thence along said curve to the left an arc distance of 22.76 feet, having a radius of 102.00 feet, a central angle of 12°47'01", and a chord bearing North 31°49'05" East, a distance of 22.71 feet; thence North 44°28'46" West, 35.75 feet; Thence North 82°19'31" West, 49.70 feet; Thence North 25°37'41" East, 316.62 feet; Thence South 63°59'23" East, 489.85 feet to an angle point in the northwesterly right-of-way of South Wise Way; Thence along said northwesterly right-of-way South 26°00'23" West, 85.00 feet to an angle point in said right-of-way; Thence along the southwesterly right-of-way of South Wise Way South 64°00'05" East, 60.00 feet to an angle point thereon; Thence North 26°00'23" East, 60.00 feet to an angle point thereon; Thence South 63°59'37" East, 484.00 feet; Thence North 26°00'23" East, 450.19 feet to the intersection with the southerly line of a former railroad right-of-way; Thence along said southerly line North 64°00'52" West, 1025.25 feet; Thence North 25°58'48" East, 179.50 feet to the "REAL POINT OF BEGINNING."

**EXCEPTING THEREFROM THE FOLLOWING PARCEL:**

**Parcel 1**

A parcel of land situate in the Southwest 1/4 of Section 20, Township 3 North, Range 3 East, B.M., Ada County, Idaho, being more particularly described as follows: Commencing at the West 1/4 corner of said Section 20, which lies North 00°23'50" East, 2644.29 feet from the Southwest corner of said Section 20; Thence South 64°24'19" East, 1680.32 feet along a random line to the approximate centerline intersection of Barber Road and Shady Lane; Thence South 31°01'35" West, 795.86 feet along the centerline of Shady Lane; Thence South 45°41'50" West, 187.37 feet along the centerline of Shady Lane; Thence South 44°18'10" East, 15.00 feet to the Southeasterly boundary of Shady Lane and the **REAL POINT OF BEGINNING**;

Thence North 45°41'50" East, 114.07 feet along the Southeasterly boundary of Shady Lane; Thence South 79°05'40" East, 95.26 feet; Thence South 10°54'20" West, 290.68 feet; Thence North 79°05'40" West, 160.35 feet; Thence North 10°54'20" East, 197.00 feet to the **REAL POINT OF BEGINNING**.

**ALSO EXCEPTING THEREFROM THE FOLLOWING PARCEL:**

**Parcel 2**

A parcel of land situate in the Southwest 1/4 of Section 20, Township 3 North, Range 3 East, B.M., Ada County, Idaho, being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 20, which lies North 00°23'50" East, 2644.29 feet from the Southwest corner of said Section 20; Thence South 64°24'19" East, 1680.32 feet along a random line to the approximate centerline intersection of Barber Road and Shady Lane; Thence South 31°01'35" West, 376.45 feet along the centerline of Shady Lane; Thence North 59°01'50" West 15.00 feet to the Northwestern boundary of Shady Lane and to the **REAL POINT OF BEGINNING**;

Thence South 31°01'35" West, 171.11 feet along the Northwestern boundary of Shady Lane; Thence North 59°01'50" West, 254.58 feet; Thence North 31°01'35" East, 171.11 feet along a line parallel to the centerline of Shady Lane; Thence South 59°01'50" East, 254.58 feet to the **REAL POINT OF BEGINNING**.

**ALSO EXCEPTING THEREFROM THE FOLLOWING PARCEL:**

**Parcel 3**

A parcel of land located in the Southeast 1/4 of Section 19, T. 3N., R. 3E., B.M., City of Boise, Ada County, Idaho, more particularly described as follows: Commencing at the Southeast corner of said Section 19, from which the South 1/4 corner of said Section 19 bears North 88°37'14" West, 2642.54 feet; Thence North 25°32'37" East, 1199.44 feet to the beginning of a non-tangent curve to the left; Thence 850.03 feet along the arc of said non-tangent curve to the left, having a radius of 1949.00 feet, a central angle of 24°59'20", and a long chord bearing North 77°32'48" West, 843.31 feet; Thence South 89°57'32" West, 278.98 feet to the **REAL POINT OF BEGINNING**.

Thence continuing South 89°57'32" West, 585.51 feet to the beginning of a curve to the right; Thence 41.30 feet along the arc of said curve to the right, having a radius of 22.00 feet, a central angle of 107°33'36", and a long chord bearing North 36°15'40" West, 35.50 feet to the intersection with the Easterly right-of-way of East Warm Springs Avenue, a public roadway deeded to Ada County Highway District per Instrument No. 109043680, records of Ada County, Idaho, being also the beginning of a reverse curve; Thence 328.36 feet along said Easterly right-of-way and along the arc of said reverse curve, having a radius of 1562.01 feet, a central angle of 12°02'41", and a long chord bearing North 11°29'47" East, 327.76 feet; Thence leaving said Easterly right-of-way North 84°04'00" East, 601.09 feet to the beginning of a non-tangent curve to the right; Thence 416.06 feet along the arc of said non-tangent curve to the right, having a radius of 2154.51 feet, a central angle of 11°03'52", and a long chord bearing South 07°50'35" West, a distance of 415.41 feet to the **REAL POINT OF BEGINNING**. Said parcel contains a gross area of 5.26 acres, more or less.

**ALSO EXCEPTING THEREFROM THE FOLLOWING PARCEL:**

**Parcel 4**

A parcel of land located in the Southeast 1/4 of Section 19, and the West 1/2 of the Southwest 1/4 of Section 20, T. 3N., R. 3E., B.M., City of Boise, Ada County, Idaho,

more particularly described as follows: Commencing at the Southeast corner of said Section 19, from which the South 1/4 corner of said Section 19 bears North  $88^{\circ}37'14''$  West, 2642.54 feet; Thence North  $25^{\circ}32'37''$  East, 1199.44 feet to the beginning of a non-tangent curve to the left, said point being the **REAL POINT OF BEGINNING**.

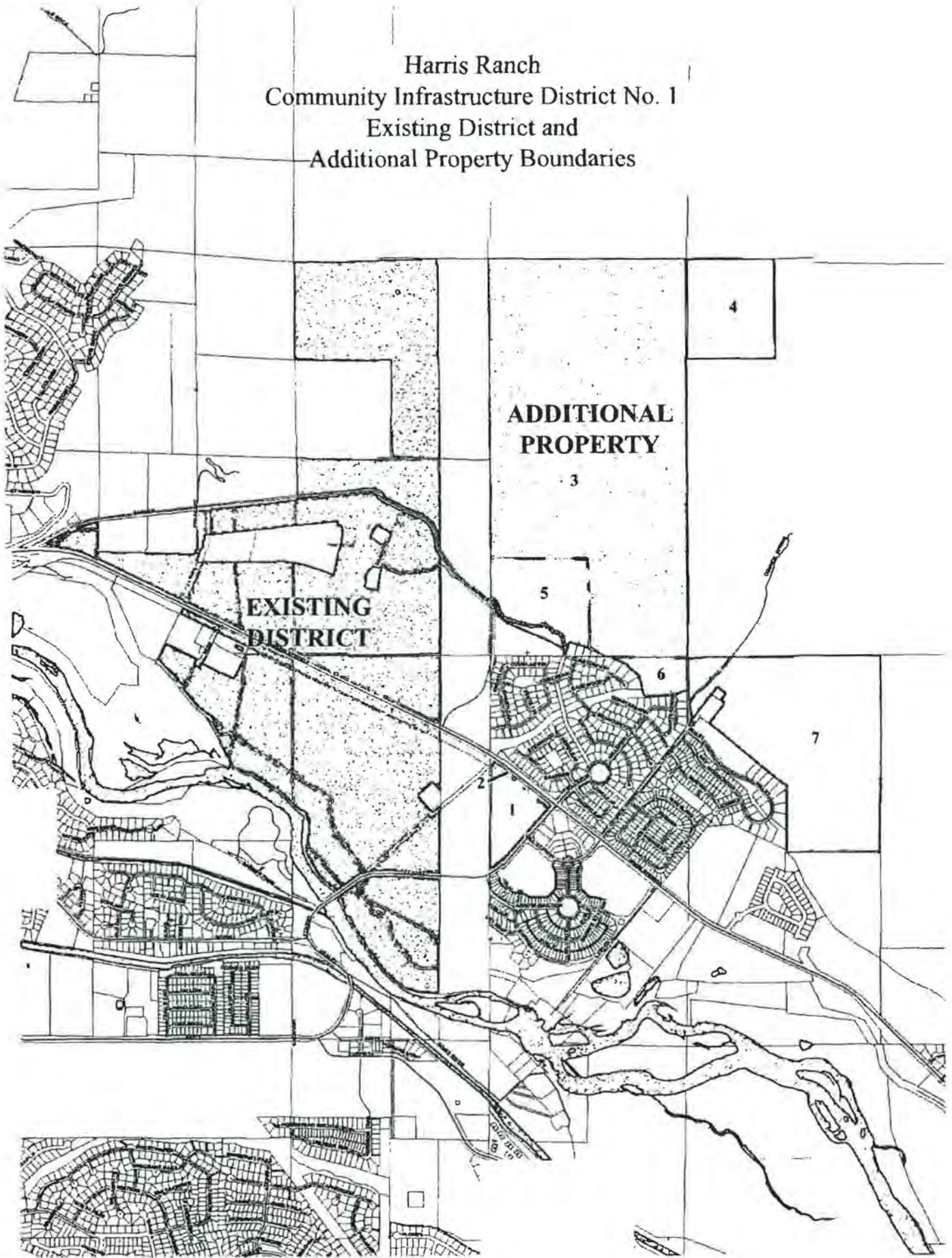
Thence 850.03 feet along the arc of said non-tangent curve to the left, having a radius of 1949.00 feet, a central angle of  $24^{\circ}59'20''$ , and a long chord bearing North  $77^{\circ}32'48''$  West, 843.31 feet; Thence South  $89^{\circ}57'32''$  West, 278.98 feet to the beginning of a curve to the left; Thence 416.06 feet along the arc of said curve to the left, having a radius of 2154.51 feet, a central angle of  $11^{\circ}03'52''$ , and a long chord bearing North  $07^{\circ}50'35''$  East, 415.41 feet; Thence North  $84^{\circ}04'00''$  East, 1088.99 feet to the beginning of a non-tangent curve to the right; Thence 61.83 feet along the arc of said non-tangent curve to the right, having a radius of 3236.01 feet, a central angle of  $1^{\circ}05'41''$ , and a long chord bearing South  $00^{\circ}05'32''$  West, a distance of 61.83 feet; Thence North  $89^{\circ}39'57''$  East, 61.01 feet to the beginning of a non-tangent curve to the right; Thence 633.35 feet along the arc of said non-tangent curve to the right, having a radius of 3297.01 feet, a central angle of  $11^{\circ}00'23''$ , and a long chord bearing South  $06^{\circ}07'30''$  West, a distance of 632.37 feet to the beginning of a compound curve; Thence 39.67 feet along the arc of said compound curve, having a radius of 22.00 feet, a central angle of  $103^{\circ}19'11''$ , and a long chord bearing South  $63^{\circ}17'17''$  West, 34.51 feet to the **REAL POINT OF BEGINNING**. Said parcel contains a gross area of 13.65 acres, more or less.

**Petition- Exhibit C**

Harris Ranch Community Infrastructure District No. 1  
Map Of The District As Amended



Harris Ranch  
Community Infrastructure District No. 1  
Existing District and  
Additional Property Boundaries



**Petition- Exhibit D**

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

**Modified Harris Ranch  
Community Infrastructure District No. 1  
Parcel Numbers**

**ADDITIONAL PROPERTY**

<b>Map No. (1)</b>	<b>Parcel Number (2)</b>	<b>Owner(s)</b>
1	S0929131452	Harris Family Ltd Partnership
2	S0929131200	Harris Family Ltd Partnership
3	S0920111000	Harris Family Ltd Partnership
4	S0921220000	Harris Family Ltd Partnership
5	S0920438400	Harris Family Ltd Partnership
6	S0929110010	Harris Family Ltd Partnership
7	S0928211010	Harris Family Ltd Partnership

**EXISTING DISTRICT**

-	S0920212000	Harris Family Ltd Partnership
-	S0929315000	Harris Family Ltd Partnership
-	S0929326000	Harris Family Ltd Partnership
-	S0929233600	Harris Family Ltd Partnership
-	S0930110200	Harris Family Ltd Partnership
-	S0930120900	Harris Family Ltd Partnership
-	S0930120650	Alta M Harris/ Harris Family Ltd Partnership
-	S0920314810	Harris Family Ltd Partnership
-	S0929212501	Harris Family Ltd Partnership
-	S0919449900	Harris Family Ltd Partnership
-	S0919449250	Harris Family Ltd Partnership
-	S0919449600	Harris Family Ltd Partnership
-	S0919417500	Harris Family Ltd Partnership
-	S0919417400	Harris Family Ltd Partnership
-	S0919317405	Harris Family Ltd Partnership
-	S0929212630	Harris Family Ltd Partnership

**FOOTNOTES:**

(1) See Exhibit A (Location Map)

(2) As provided by the Alliance Title & Escrow Corporation

**Amended General Plan**

Harris Ranch Community Infrastructure District No. 1



When recorded return to:

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

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

**AMENDED GENERAL PLAN**

To: City Clerk, City of Boise, Idaho

For the purposes of Section 50-3103, Idaho Code, the following is an amended general plan for the proposed amended Harris Ranch Community Infrastructure District No. 1:

**Article I.**

**GENERAL AREA TO BE IMPROVED  
WITHIN THE DISTRICT**

All that area described in Exhibit A attached hereto and made a part hereof for all purposes shall comprise the area to be benefited. The community infrastructure improvements shall be constructed in public rights-of-way or easements located both within and outside the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho) (the "District") and the areas described in Exhibit A hereto, are for the benefit of the area described in Exhibit A hereto.

The purpose of the District is to provide for the financing, construction and/or acquisition of community infrastructure and community infrastructure purposes as herein defined, and as more fully set forth pursuant to the District Development Agreement as that term is set forth in Section 50-3102(7), Idaho Code. Such community infrastructure shall directly or indirectly benefit the District property. Future annexations to the District pursuant to Section 50-3106, Idaho Code, shall be prohibited except as may provided in the District Development Agreement.

## Article II.

### GENERAL DESCRIPTION OF THE COMMUNITY INFRASTRUCTURE FOR WHICH THE DISTRICT IS PROPOSED TO BE AMENDED:

#### 1. INITIAL COMMUNITY INFRASTRUCTURE

The proposed District is to be amended to accomplish the purposes permitted in Section 50-3101 et. seq., Idaho Code (the “Act”). All necessary approvals for site development under the Local Land Use Planning Act, Idaho Code § 67-6501 et seq., and the planning and zoning ordinances of the City of Boise have been obtained. It is anticipated that the District will initially construct and/or acquire the community infrastructure more fully described in Exhibit B, incorporated herein by reference, which shall be available for use by the public. Future community infrastructure which is presently contemplated and may be completed include certain water and sewer facilities, road improvements, parks, as well as drainage, public recreational facilities, public safety facilities and other eligible community infrastructure as provided in Sections 50-3102 and 67-8203 (24), Idaho Code, for the District. The map attached as Exhibit C sets forth the general location of the district and the community infrastructure described in Exhibit B.

The estimated cost of such community infrastructure to be financed through the District expressed in terms of 2010 dollars, not adjusted for inflation, is estimated to be approximately Fifty Million Dollars (\$50,000,000).

#### 2. ADDITIONAL COMMUNITY INFRASTRUCTURE

In addition to the initial community infrastructure described in paragraph 1 above, the proposed District is being amended for accomplishing the following community infrastructure improvements as such improvements are authorized by the governing body of the District (the “*District Board*”) in accordance with applicable law and are consistent with the powers of a community infrastructure district:

- (a) Highways, parkways, expressways, interstates, or other such designation, interchanges, bridges, crossing structures, traffic control signals, landscaping and any local components of state or federal highways and related appurtenances;
- (b) Public parking facilities, including all areas for vehicular use for travel, ingress, egress, and parking;
- (c) Parks, open space, recreation areas, trails and areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress, and parking, and all other related capital improvements;

- (d) Public safety facilities, including law enforcement, fire, emergency medical and rescue and street lighting facilities;
- (e) Acquiring interest in real property for community infrastructure;
- (f) Financing costs related to the construction of items listed in this subsection;
- (g) Impact fees;
- (h) Water supply production, treatment, storage and distribution facilities;
- (i) Wastewater collection, treatment and disposal facilities; and
- (j) Storm water collection, retention, detention, treatments and disposal facilities, flood control facilities, and bank and shore protection and enhancement improvements.

Upon completion and/or acquisition of community infrastructure by the District; such community infrastructure shall be dedicated by the District to the appropriate governmental agency and/or agencies that are political subdivisions of the State of Idaho including but not limited to the City of Boise, the Ada County Highway District (“ACHD”), and the Idaho Transportation Department (“ITD”), for ownership and on-going maintenance of the community infrastructure.

### 3. FINANCING METHODS

The financing methods to be allowed for the financing, construction and/or acquisition of community infrastructure, pursuant to the General Plan, shall be that permitted by the Act including: (a) general obligation bonds (“GO Bonds”), and (b) special assessment bonds (“SA Bonds”).

#### (a) General Obligation Bonds

The District may annually levy and collect an ad valorem tax upon all taxable property in the District which shall be sufficient after giving prudent consideration to other funds available to the District to pay when due the principal of, interest on and premium, if any, on the general obligation debt incurred by the District to finance community infrastructure purposes, including, the financing, construction or acquisition of community infrastructure. Except as provided below, the maximum GO Bond debt service tax levy may not exceed 0.003 (3 mills) of the assessed value of taxable property contained within the boundaries of the District.

The maximum GO Bond debt service tax levy may not exceed 0.003 (3 mills) of the assessed value of taxable property. GO Bonds may be authorized by the District Board for situations where a tax rate greater than 0.003 (3 mills) of the assessed value of taxable property would be necessary to pay the highest combined debt service of the proposed and

outstanding GO Bonds, if other sources of revenue or additional security acceptable to the District Board (e.g. letters of credit, cash, guarantees, or other financial assurances) are pledged to pay debt service on the GO Bonds in an amount that, when combined with the taxes collected at 0.003 (3 mills) tax rate or less, provides a sufficient amount to pay the highest combined debt service of the proposed and outstanding GO Bonds.

Pursuant to Section 50-3108 (4), Idaho Code, in no event shall the aggregate outstanding principal amount of the GO Bonds and any other indebtedness for which the full faith and credit of District are pledged exceed twelve (12) percent of the actual or adjusted market value for assessment purposes on all taxable real property within the District as such valuation existed on December 31 of the previous year.

(b) Special Assessment Bonds

The District may issue SA Bonds which are paid by special assessment liens placed on specific property. The assessments shall be levied pursuant to the procedures prescribed by Section 50-3109, Idaho Code, and in accordance with such other procedures as the District provides.

At the time of sale of the SA Bonds, an appraisal in form and substance satisfactory to the District, and prepared by an MAI appraiser (the "*Appraisal*") must show that the aggregate value of the land contained within the assessment area to be financed with assessment bonds is worth at least three (3) times as much as the principal amount of the SA Bonds allocated to the assessed land. Bonds sold in non-public sales shall be sold in a limited distribution to qualified institutional buyers, or accredited investors (as defined in Rule 144A and Rule 501(a), Regulation A, of the federal securities laws) or to sophisticated municipal market participants as that term is customarily used in the industry.

#### 4. ANTICIPATED TAX LEVIES, SPECIAL ASSESSMENTS OR OTHER CHARGES

Anticipated Tax Levies – Except as provided in Section 3(a) herein, the maximum GO Bond debt service tax levy may not exceed 0.003 (3 mills) of the assessed value of taxable property contained within the boundaries of the District.

Anticipated Special Assessment – Maximum special assessment amounts shall not exceed thirty-three (33) percent of the aggregate fair market value of the property contained with the assessment area as determined by an MAI appraiser.

Anticipated Other Charges – The District Board may levy a tax upon all of the taxable real property within the District of up to one-hundredth of one percent (0.01%) of market value for assessment purposes, to be used only to reimburse or defray the administrative expenses of the District pursuant to the District Development Agreement and as authorized by Section 50-3113, Idaho Code. Additionally the District may levy user, landowner, and other fees and charges to finance Community Infrastructure.



**RECEIPT**

Received and filed in the office of the Clerk of the City of Boise, Idaho, for the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho).

DATED: 5/21/10

Wendy Ann Johnson  
Clerk

BOISE CITY  
CITY CLERK  
2010 MAY 21 AM 3:21

**GENERAL PLAN  
FOR THE PROPOSED AMENDED  
HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1  
(CITY OF BOISE, IDAHO)**

LIST OF EXHIBITS

- EXHIBIT A Legal Description Of The District As Amended
- EXHIBIT B Description District Infrastructure To Be Financed
- EXHIBIT C Map Showing General Areas of the District Infrastructure To Be Financed

**General Plan- Exhibit A**

Harris Ranch Community Infrastructure District No. 1  
Legal Description Of The District As Amended

**Harris Ranch  
Community Infrastructure District No. 1  
(As Amended)**

<b>Boundary</b>	<b>Acres</b>	<b>Reference</b>
Additional Property	486	A-1
Existing District	445	A-2
<b>Total</b>	<b>931</b>	



**Description for Dallas Harris Estates Subdivision  
Community Infrastructure District No. 1  
Property Boundary**

A parcel of land located in Gov't Lot 1 of Section 21, and the Northeast 1/4 of Section 20, Township 3 North, Range 3 East, B.M., and portions of the Southeast 1/4 of Section 20, the Northeast 1/4 of Section 29, and the Northwest 1/4 of Section 28, Township 3 North, Range 3 East, B.M., City of Boise, Ada County, Idaho, more particularly described as follows:

**Beginning** at the corner common to Sections 16, 17, 20, and 21, Township 3 North, Range 3 East, B.M., from which the 1/4 corner common to said Sections 17 and 20 bears South 89°52'06" West, 2,651.12 feet; Thence along the north line of said Gov't Lot 1 South 89°59'59" East, 1,194.30 feet to the Northeast corner thereof; Thence along the east line of said Gov't Lot 1 South 00°35'29" West, 1,328.81 feet to the Southeast corner thereof; Thence along the south line of said Gov't Lot 1 South 89°55'42" West, 1,195.98 feet to a point on the east line of said Section 20; Thence along the east line of said Section 20 South 00°39'47" West, 1,278.50 feet to the East 1/4 corner of said Section 20; Thence South 00°50'27" East, 51.83 feet to the West 1/4 corner of said Section 21; Thence continuing South 00°50'27" East, 2,638.70 feet to the corner common to said Sections 20, 21, 29 and 28; Thence along the north line of said Section 28 North 89°19'32" East, 2,625.66 feet to the North 1/4 corner of said Section 28; Thence along the north-south mid-section line of said Section 28 South 00°07'12" West, 2,662.52 feet to the Center 1/4 corner of said Section 28; Thence along the east-west mid-section line of said Section 28 North 89°35'25" West, 1,307.93 feet; Thence departing said east-west mid-section line North 00°00'52" East, 37.43 feet to the most southerly corner of Triplett Subdivision as same is recorded in Book 94 of Plats at Pages 11491-11493, Records of Ada County, Idaho; Thence continuing North 00°00'52" East, 846.62 feet along the easterly boundary line of said Triplett Subdivision to an angle point thereon; Thence along the northeasterly boundary line of said Triplett Subdivision North 51°11'24" West, 1,346.20 feet; Thence departing said northeasterly boundary line and along the southeasterly boundary line of that certain parcel as described in Warranty Deed Instrument No. 102060903, Records of Ada County, Idaho North 39°00'06" East, 334.33 feet; Thence along the northeasterly boundary line of said parcel North 50°59'54" West, 71.00 feet to the most southerly corner of that parcel as shown on Record of Survey No. 5911 and recorded as Instrument No. 102097579, Records of Ada County, Idaho; Thence along the boundary lines of said parcel the following three (3) courses and distances: North 39°00'06" East, 110.00 feet; North 50°59'54" West, 125.00 feet; South 39°00'06" West, 110.00 feet;

Thence departing said boundary lines and along the northwesterly boundary line of that certain parcel as described in said Warranty Deed Instrument No. 102060903, South 39°00'06" West, 434.00 feet; Thence along the southwesterly boundary line of said parcel South 53°51'49" East, 60.54 feet to a point on the northwesterly boundary line of said Triplett Subdivision; Thence along the northwesterly boundary line of said Triplett Subdivision South 38°50'11" West, 168.73 feet to a brass cap monument marking the most westerly corner of said Triplett Subdivision, the northwest corner of Lot 1, Block 1, Barberton Subdivision No. 1 as same is recorded in Book 44 of Plats at Pages 3617-3618, Records of Ada County, Idaho and the most easterly corner of Harris Ranch Subdivision No. 2, as same is recorded in Book 79 of Plats at Pages 8432-8434, Records of Ada County, Idaho; Thence along the north and east boundary lines of said Harris Ranch Subdivision No. 2 the following ten (10) courses and distances:

North 51°12'16" West, 70.00 feet; North 38°45'36" East, 52.08 feet; North 07°07'31" East, 98.73 feet; North 00°05'35" West, 363.81 feet; North 46°22'55" West, 21.73 feet; South



68°36'06" West, 144.08 feet; South 05°47'27" West, 42.52 feet; Thence 27.64 feet along the arc of a non-tangent curve to the left having a radius of 20.50 feet, a central angle of 77°14'20", and a long chord which bears South 68°02'09" West, a distance of 25.59 feet; North 14°49'35" West, 49.09 feet; South 85°16'33" West, 389.36 feet to the Northwest corner of Lot 4, Block 29, of said Harris Ranch Subdivision No. 2;

Thence leaving said north and east boundary lines of said Harris Ranch Subdivision No. 2 and along the northeasterly boundary of Harris Ranch Subdivision No. 4, as same is recorded in Book 81 of Plats at Pages 8807-8809, Records of Ada County, Idaho, North 19°08'59" West, 123.24 feet to the southeasterly corner of Lot 14, Block 29 of Harris Ranch Subdivision No. 4; Thence along the northeasterly boundary line of said Block 29 of Harris Ranch Subdivision No. 4, the following four (4) courses and distances:

North 11°27'21" West, 173.71 feet; North 48°19'05" West, 276.07 feet; North 68°02'48" West, 558.59 feet; North 73°15'33" West, 206.78 feet to the most northerly corner thereof;

Thence along the West boundary line of said Block 29 South 16°47'56" West, 180.77 feet to a point on the northerly boundary line of said Section 29, said point also being the northeasterly corner of Harris Ranch Subdivision No. 3 as same is recorded in Book 81 of Plats at Pages 8799-8804 Records of Ada County; Thence leaving said northerly boundary line of Block 29 and along the northerly boundary lines of said Harris Ranch Subdivision No. 3 and said Section 29, North 89°13'30" West, 45.43 feet to the southeasterly corner of that certain parcel as shown on Record of Survey No. 5558 recorded as Instrument No. 101104281, Records of Ada County; Thence leaving said northerly boundary lines and along said parcel lines the following four (4) courses and distances:

North 12°34'19" East, 115.50 feet; North 62°40'06" West, 203.41 feet; North 68°59'33" West, 607.25 feet; North 51°40'33" West, 228.56 feet to a point on the easterly right-of-way line of East Barber Drive;

Thence along said easterly right-of-way line North 00°11'28" West, 21.30 feet; Thence 100.74 feet along the arc of a curve to the left having a radius of 125.00 feet, a central angle of 46°10'40", and a long chord which bears North 23°16'48" West, a distance of 98.04 feet; Thence North 46°22'08" West, 16.01 feet to a point on the west line of the Southeast 1/4 of said Section 20; Thence along said west line North 00°11'28" West, 1,983.68 feet to the Center 1/4 corner of said Section 20; Thence along the west line of the Northeast 1/4 of said Section 20 North 00°11'35" West, 2,598.54 feet to the 1/4 common to said Sections 17 and 20; Thence along the north line of the Northeast 1/4 of said Section 20 North 89°52'06" East, 2,651.12 feet to the REAL POINT OF BEGINNING. Containing 470.80 acres, more or less.

**AND ALSO:**

A parcel of land located in a portion of the East 1/2 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap monument marking the North 1/4 corner of said Section 29 from which a brass cap monument marking the Northeast corner of said Section 29 bears South 89°14'06" East, 2643.00 feet; Thence along the north-south mid-section line of said Section 29 South 00°28'58" West, 1,387.32 feet to a point on the curved southwesterly right-of-way line of East Warm Springs Avenue said point also being the **REAL POINT OF BEGINNING**; Thence departing said mid-section line and along said right-of-way line 528.01 feet along the arc of a non-tangent curve to the right having a radius of 4735.00 feet, a central angle of 6°23'21", and a long chord which bears South 54°28'28" East, a distance of 527.73 feet; Thence continuing along said right-of-way line South 51°18'42" East, 500.38 feet to a point of intersection with the northwesterly right-of-way line of South Eckert Road; Thence departing said southwesterly right-

of-way line and along said northwesterly right-of-way line South  $41^{\circ}14'04''$  West, 1,018.41 feet; Thence 205.11 feet along the arc of a non-tangent curve to the right having a radius of 526.00 feet, a central angle of  $22^{\circ}20'30''$ , and a long chord which bears South  $52^{\circ}25'12''$  West, a distance of 203.81 feet to a point on said north-south mid-section line; Thence departing said right-of-way line and along said mid-section line North  $00^{\circ}28'58''$  East, 1509.64 feet to the REAL POINT OF BEGINNING. Containing 15.02 acres, more or less.

**EXHIBIT A-2****Description for Dallas Harris Estates Subdivision  
Community Infrastructure District No. 1**

Being a parcel of land located in the South 1/2 of Section 19, Township 3 North, Range 3 East, B.M., the West 1/2 of Section 20, Township 3 North, Range 3 East, B.M., the West 1/2 of Section 29, Township 3 North, Range 3 East, B.M. and the Northeast 1/4 of Section 30, Township 3 North, Range 3 East B.M., City of Boise, Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 19, 20, 29, and 30, Township 3 North, Range 3 East, B.M., from which the 1/4 corner common to said Sections 20 and 29 bears South 89°35'48" East, 2657.50 feet; Thence along the South line of said Section 20, South 89°35'48" East, 10.15 feet to the intersection with the Northeasterly right-of-way of East Warm Springs Avenue; Thence along said northeasterly right-of-way North 64°00'52" West, 1609.86 feet to the **REAL POINT OF BEGINNING**;

Thence continuing along said Northeasterly right-of-way and along the Northeasterly right-of-way of East Parkcenter Boulevard, North 64°00'52" West, 1302.57 feet to the beginning of a curve to the left; Thence continuing along said Northeasterly right-of-way and said curve to the left an arc distance of 857.54 feet, having a radius of 1950.00 feet, a central angle of 25°11'48", and a chord bearing North 76°36'46" West, a distance of 850.65 feet; Thence leaving said Northeasterly right-of-way and along the Southerly right-of-way of East Barber Drive the following courses; North 61°47'29" East, 129.14 feet; North 28°12'31" West, 8.63 feet; North 61°48'36" East, 394.41 feet; North 76°47'36" East, 329.88 feet; South 88°27'29" East, 24.00 feet to the intersection with the West line of the Northwest 1/4 of the Southeast 1/4 of said Section 19; Thence departing said right-of-way line and along said West line South 00°17'36" West, 400.84 feet to a point marking the Center-South 1/16 corner; Thence along the South line of said Northwest 1/4 of the Southeast 1/4 South 88°16'32" East, 1322.86 feet to a point marking the Southeast 1/16 corner; Thence along the East line of said Northwest 1/4 of the Southeast 1/4 North 00°19'27" East, 638.35 feet to a point of the Northerly right-of-way line of said East Barber Drive; Thence departing said East line and along said Northerly right-of-way line North 83°57'12" East, 1331.29 feet to the intersection with the West line of the Southwest 1/4 of said Section 20; Thence along said West line North 00°23'50" East, 503.78 feet to the Northwest corner thereof; Thence along the North line of said Southwest 1/4 of Section 20 South 89°54'36" East, 1315.11 feet to the Center-West 1/16 corner of said Section 20; Thence along the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 20 North 00°28'29" West, 1306.55 feet to the Northwest corner thereof; Thence along the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 20 North 89°35'51" West, 1321.53 feet to the Southwest corner thereof; Thence along the West line of said Northwest 1/4 of the Northwest 1/4 North 00°45'03" West, 1313.84 feet to the Northwest corner thereof; Thence along the North line of said Northwest 1/4 of the Northwest 1/4 of Section 20 South 89°17'15"



East, 1328.06 feet to the Northeast corner of said Northwest 1/4 of the Northwest 1/4;  
Thence along the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 20  
South 89°17'15" East, 664.03 feet to the Northeast corner of the West 1/2 of the East 1/2  
of said Northwest 1/4; Thence along the East line of the West 1/2 of the East 1/2 of the  
Northwest 1/4 of said Section 20 South 00°20'01" East, 2605.81 feet to the Southeast  
corner of said West 1/2 of the East 1/2 of the Northwest 1/4; Thence along the South line  
of the Northwest 1/4 of said Section 20 South 89°54'40" East, 21.76 feet to a point;  
Thence South 00°25'29" West, 2655.32 feet to the intersection with the South line of the  
Southwest 1/4 of said Section 20; Thence South 00°25'56" West, 803.60 feet to the  
intersection with the curved Northwesterly right-of-way of South Harris Ranch Road;  
Thence along said Northwesterly right-of-way and along a non-tangent curve to the left  
an arc distance of 1.23 feet, having a radius of 500.00 feet, a central angle of 00°08'29",  
and a chord bearing of South 26°03'39" West, a distance of 1.23 feet; Thence continuing  
along said Northwesterly right-of-way South 25°59'25" West, 110.03 feet to the  
beginning of a curve to the right; Thence continuing along said Northwesterly right-of-  
way and along said curve to the right an arc distance of 31.41 feet, having a radius of  
20.00 feet, a central angle of 89°59'43", and a chord bearing of South 70°59'17" West, a  
distance of 28.28 feet to the intersection with the afore said Northeasterly right-of-way of  
East Warm Springs Avenue; Thence along said Northeasterly right-of-way South  
64°00'52" East, 82.77 feet to the intersection with the West boundary line of that certain  
parcel of land described in Warranty Deed Instrument No. 420137, Official Records of  
said Ada County; Thence along said West boundary line South 00°25'56" West, a  
distance of 885.25 feet to the northeast corner of and Idaho Power Company Substation  
Parcel; Thence along the boundary lines of said Substation Parcel the following courses:  
North 40°30'29" West, a distance of 155.49 feet; South 49°29'27" West, a distance of  
260.00 feet; South 40°30'33" East, a distance of 265.00 feet; North 49°29'27" East, a  
distance of 165.00 feet to the intersection with the West boundary line of said Warranty  
Deed Instrument No. 420137; Thence along said West boundary line South 00°25'56"  
West, a distance of 2581.65 feet to the intersection with the Ordinary High Water Line of  
the Boise River; Thence along said Ordinary High Water Line the following courses:  
North 85°00'09" West, a distance of 290.59 feet; North 73°30'39" West, a distance of  
157.48 feet; North 56°57'49" West, a distance of 178.96 feet; North 47°21'14" West, a  
distance of 190.62 feet; North 36°38'04" West, a distance of 400.82 feet; North  
32°16'02" West, a distance of 171.01 feet; North 27°50'38" West, a distance of 88.54  
feet; North 33°09'57" West, a distance of 207.74 feet; North 43°19'21" West, a distance  
of 86.24 feet; North 28°28'00" West, a distance of 50.35 feet; North 26°16'29" East, a  
distance of 26.61 feet; North 11°01'35" West, a distance of 126.73 feet; North  
26°42'21" West, a distance of 143.78 feet; North 51°23'40" West, a distance of 298.34  
feet; North 29°51'00" West, a distance of 319.07 feet; North 15°22'22" West, a distance  
of 109.33 feet; North 13°31'39" East, a distance of 93.53 feet; North 05°06'40" East, a  
distance of 237.01 feet; North 15°09'12" West, a distance of 177.42 feet; North  
80°09'11" West, a distance of 70.03 feet; North 47°01'28" West, a distance of 349.12  
feet; North 54°21'53" West, a distance of 71.40 feet; North 55°32'33" West, a distance  
of 367.84 feet; North 75°17'00" West, a distance of 132.39 feet; North 69°08'03" West,  
a distance of 92.50 feet; North 82°45'14" West, a distance of 59.48 feet; North  
50°25'36" West, a distance of 9.42 feet; Thence leaving said high water line North

25°24'40" West, 547.06 feet; Thence North 31°56'09" West, 265.87 feet; Thence North 53°08'23" West, 166.87 feet; Thence North 39°19'53" West, 263.13 Feet; Thence North 36°54'46" West, 146.28 feet to the beginning of a non-tangent curve to the left; Thence along said non-tangent curve to the left an arc distance of 35.28 feet, having a radius of 212.50 feet, a central angle of 9°30'48", and a chord bearing North 42°49' 05" East, a distance of 35.24 feet; Thence North 47°14'10" West, 124.29 feet; Thence North 45°23'54" West, 161.44 feet to the beginning of a curve to the left; Thence along said curve to the left an arc distance of 22.76 feet, having a radius of 102.00 feet, a central angle of 12°47'01", and a chord bearing North 31°49'05" East, a distance of 22.71 feet; thence North 44°28'46" West, 35.75 feet; Thence North 82°19'31" West, 49.70 feet; Thence North 25°37'41" East, 316.62 feet; Thence South 63°59'23" East, 489.85 feet to an angle point in the northwesterly right-of-way of South Wise Way; Thence along said northwesterly right-of-way South 26°00'23" West, 85.00 feet to an angle point in said right-of-way; Thence along the southwesterly right-of-way of South Wise Way South 64°00'05" East, 60.00 feet to an angle point thereon; Thence North 26°00'23" East, 60.00 feet to an angle point thereon; Thence South 63°59'37" East, 484.00 feet; Thence North 26°00'23" East, 450.19 feet to the intersection with the southerly line of a former railroad right-of-way; Thence along said southerly line North 64°00'52" West, 1025.25 feet; Thence North 25°58'48" East, 179.50 feet to the "REAL POINT OF BEGINNING."

**EXCEPTING THEREFROM THE FOLLOWING PARCEL:**

**Parcel 1**

A parcel of land situate in the Southwest 1/4 of Section 20, Township 3 North, Range 3 East, B.M., Ada County, Idaho, being more particularly described as follows: Commencing at the West 1/4 corner of said Section 20, which lies North 00°23'50" East, 2644.29 feet from the Southwest corner of said Section 20; Thence South 64°24'19" East, 1680.32 feet along a random line to the approximate centerline intersection of Barber Road and Shady Lane; Thence South 31°01'35" West, 795.86 feet along the centerline of Shady Lane; Thence South 45°41'50" West, 187.37 feet along the centerline of Shady Lane; Thence South 44°18'10" East, 15.00 feet to the Southeasterly boundary of Shady Lane and the **REAL POINT OF BEGINNING;**

Thence North 45°41'50" East, 114.07 feet along the Southeasterly boundary of Shady Lane; Thence South 79°05'40" East, 95.26 feet; Thence South 10°54'20" West, 290.68 feet; Thence North 79°05'40" West, 160.35 feet; Thence North 10°54'20" East, 197.00 feet to the **REAL POINT OF BEGINNING.**

**ALSO EXCEPTING THEREFROM THE FOLLOWING PARCEL:**

**Parcel 2**

A parcel of land situate in the Southwest 1/4 of Section 20, Township 3 North, Range 3 East, B.M., Ada County, Idaho, being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 20, which lies North  $00^{\circ}23'50''$  East, 2644.29 feet from the Southwest corner of said Section 20; Thence South  $64^{\circ}24'19''$  East, 1680.32 feet along a random line to the approximate centerline intersection of Barber Road and Shady Lane; Thence South  $31^{\circ}01'35''$  West, 376.45 feet along the centerline of Shady Lane; Thence North  $59^{\circ}01'50''$  West 15.00 feet to the Northwestern boundary of Shady Lane and to the **REAL POINT OF BEGINNING**;

Thence South  $31^{\circ}01'35''$  West, 171.11 feet along the Northwestern boundary of Shady Lane; Thence North  $59^{\circ}01'50''$  West, 254.58 feet; Thence North  $31^{\circ}01'35''$  East, 171.11 feet along a line parallel to the centerline of Shady Lane; Thence South  $59^{\circ}01'50''$  East, 254.58 feet to the **REAL POINT OF BEGINNING**.

**ALSO EXCEPTING THEREFROM THE FOLLOWING PARCEL:**

**Parcel 3**

A parcel of land located in the Southeast 1/4 of Section 19, T. 3N., R. 3E., B.M., City of Boise, Ada County, Idaho, more particularly described as follows: Commencing at the Southeast corner of said Section 19, from which the South 1/4 corner of said Section 19 bears North  $88^{\circ}37'14''$  West, 2642.54 feet; Thence North  $25^{\circ}32'37''$  East, 1199.44 feet to the beginning of a non-tangent curve to the left; Thence 850.03 feet along the arc of said non-tangent curve to the left, having a radius of 1949.00 feet, a central angle of  $24^{\circ}59'20''$ , and a long chord bearing North  $77^{\circ}32'48''$  West, 843.31 feet; Thence South  $89^{\circ}57'32''$  West, 278.98 feet to the **REAL POINT OF BEGINNING**.

Thence continuing South  $89^{\circ}57'32''$  West, 585.51 feet to the beginning of a curve to the right; Thence 41.30 feet along the arc of said curve to the right, having a radius of 22.00 feet, a central angle of  $107^{\circ}33'36''$ , and a long chord bearing North  $36^{\circ}15'40''$  West, 35.50 feet to the intersection with the Easterly right-of-way of East Warm Springs Avenue, a public roadway deeded to Ada County Highway District per Instrument No. 109043680, records of Ada County, Idaho, being also the beginning of a reverse curve; Thence 328.36 feet along said Easterly right-of-way and along the arc of said reverse curve, having a radius of 1562.01 feet, a central angle of  $12^{\circ}02'41''$ , and a long chord bearing North  $11^{\circ}29'47''$  East, 327.76 feet; Thence leaving said Easterly right-of-way North  $84^{\circ}04'00''$  East, 601.09 feet to the beginning of a non-tangent curve to the right; Thence 416.06 feet along the arc of said non-tangent curve to the right, having a radius of 2154.51 feet, a central angle of  $11^{\circ}03'52''$ , and a long chord bearing South  $07^{\circ}50'35''$  West, a distance of 415.41 feet to the **REAL POINT OF BEGINNING**. Said parcel contains a gross area of 5.26 acres, more or less.

**ALSO EXCEPTING THEREFROM THE FOLLOWING PARCEL:**

**Parcel 4**

A parcel of land located in the Southeast 1/4 of Section 19, and the West 1/2 of the Southwest 1/4 of Section 20, T. 3N., R. 3E., B.M., City of Boise, Ada County, Idaho,



more particularly described as follows: Commencing at the Southeast corner of said Section 19, from which the South 1/4 corner of said Section 19 bears North  $88^{\circ}37'14''$  West, 2642.54 feet; Thence North  $25^{\circ}32'37''$  East, 1199.44 feet to the beginning of a non-tangent curve to the left, said point being the **REAL POINT OF BEGINNING**.

Thence 850.03 feet along the arc of said non-tangent curve to the left, having a radius of 1949.00 feet, a central angle of  $24^{\circ}59'20''$ , and a long chord bearing North  $77^{\circ}32'48''$  West, 843.31 feet; Thence South  $89^{\circ}57'32''$  West, 278.98 feet to the beginning of a curve to the left; Thence 416.06 feet along the arc of said curve to the left, having a radius of 2154.51 feet, a central angle of  $11^{\circ}03'52''$ , and a long chord bearing North  $07^{\circ}50'35''$  East, 415.41 feet; Thence North  $84^{\circ}04'00''$  East, 1088.99 feet to the beginning of a non-tangent curve to the right; Thence 61.83 feet along the arc of said non-tangent curve to the right, having a radius of 3236.01 feet, a central angle of  $1^{\circ}05'41''$ , and a long chord bearing South  $00^{\circ}05'32''$  West, a distance of 61.83 feet; Thence North  $89^{\circ}39'57''$  East, 61.01 feet to the beginning of a non-tangent curve to the right; Thence 633.35 feet along the arc of said non-tangent curve to the right, having a radius of 3297.01 feet, a central angle of  $11^{\circ}00'23''$ , and a long chord bearing South  $06^{\circ}07'30''$  West, a distance of 632.37 feet to the beginning of a compound curve; Thence 39.67 feet along the arc of said compound curve, having a radius of 22.00 feet, a central angle of  $103^{\circ}19'11''$ , and a long chord bearing South  $63^{\circ}17'17''$  West, 34.51 feet to the **REAL POINT OF BEGINNING**. Said parcel contains a gross area of 13.65 acres, more or less.



**General Plan- Exhibit B**

Harris Ranch Community Infrastructure District No. 1  
Description Of District Infrastructure To Be Financed

## Harris Ranch Community Infrastructure District No. 1 (As Modified)

### Description of District Infrastructure

Project Description	ESTIMATED COSTS			MODIFIED DISTRICT	
	Existing District	Additional Property	Total Modified District	Estimated Eligible Costs (1)	Bond Type (2)
<b><i>Hard Costs</i></b>					
Road Improvements	\$ 22,572,763	\$ 2,508,085	\$ 25,080,848	\$ 25,080,848	SA/GO
Water Improvements	\$ 2,700,000	\$ 300,000	3,000,000	3,000,000	SA/GO
Sewer Improvements	\$ 1,350,000	\$ 150,000	1,500,000	1,500,000	SA/GO
Alta Harris Park Improvements (3)	\$ 1,962,000	\$ 218,000	2,180,000	2,180,000	SA/GO
Greenbelt Landscape (3)	\$ 1,501,200	\$ 166,800	1,668,000	1,668,000	SA/GO
Idaho Power	\$ 225,000	\$ 25,000	250,000	-	
Intract Improvements	\$ 12,265,408	\$ 1,362,823	13,628,231	-	
<b>Sub-Total</b>	<b>\$ 42,576,371</b>	<b>\$ 4,730,708</b>	<b>\$ 47,307,079</b>	<b>\$ 33,428,848</b>	
Contingency (10%)	\$ 4,257,637	\$ 473,071	4,730,708	3,342,885	SA/GO
<b>Total Hard Costs</b>	<b>\$ 46,834,008</b>	<b>\$ 5,203,779</b>	<b>\$ 52,037,787</b>	<b>\$ 36,771,733</b>	
<b><i>Soft Costs</i></b>					
Design/Engineering	\$ 2,520,000	\$ 280,000	\$ 2,800,000	\$ 2,800,000	SA/GO
Contingency (10%)	\$ 252,000	\$ 2,548,000	2,800,000	280,000	SA/GO
<b>Total Soft Costs</b>	<b>\$ 2,772,000</b>	<b>\$ 2,828,000</b>	<b>\$ 5,600,000</b>	<b>\$ 3,080,000</b>	
<b><i>Other Costs</i></b>					
Real Property Interests	\$ 7,930,969	881,219	8,812,188	8,812,188	SA/GO
<b>Sub-Total Other Costs</b>	<b>\$ 7,930,969</b>	<b>881,219</b>	<b>\$ 8,812,188</b>	<b>\$ 8,812,188</b>	
<b>Total Improvement Costs (1)</b>	<b>\$ 57,536,977</b>	<b>\$ 8,912,998</b>	<b>\$ 66,449,975</b>	<b>\$ 48,663,921</b>	

Source: Applicant

**Footnotes:**

- (1) Excludes Village Green, Pools and Wetland Improvements along the Boise river. Applicant reserves the right to finance any eligible public improvement pursuant to the Act.
- (2) Bond types represent the Applicant's best estimation of the bond type which will be utilized to finance the specific improvement. The Applicant reserves the right to finance any eligible public improvements pursuant to the Act via any bond type allowed by the Act.
- (3) To be reimbursed by the City of Boise per SP01.

Note: Improvement costs are expressed in terms of 2010 dollars.

**General Plan- Exhibit C**

Harris Ranch Community Infrastructure District No. 1  
Map Showing General Areas Of The District  
Infrastructure To Be Financed





BY THE COUNCIL:

BISTERFELDT, CLEGG, EBERLE,  
JORDAN, SHEALY AND THOMSON

**A RESOLUTION GIVING NOTICE OF THE FILING OF A PETITION REQUESTING THE ADDITION OF PROPERTY TO THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1; ORDERING THE SCHEDULING OF A PUBLIC HEARING ON JUNE 22, 2010, TO CONSIDER THE PETITION; DIRECTING THE CITY CLERK TO COMPLY WITH THE NOTICE PROVISIONS OF IDAHO CODE §50-3103(2) TO PUBLISH AND SEND DIRECT NOTICE TO THE RESIDENTS AND OWNERS OF THE PROPERTY PROPOSED TO BE ADDED TO THE DISTRICT; AND TO PROVIDE AN EFFECTIVE DATE.**

**WHEREAS**, a petition requesting the addition of property to the Harris Ranch Community Infrastructure District No. 1 was filed with the City Clerk and the District Clerk on May 21, 2010; and

**WHEREAS**, the Idaho Code § 50-3106(2) requires the City give its approval to the addition of property within its jurisdiction to an existing community infrastructure district; and

**WHEREAS**, the Idaho Code § 50-3106(2) and § 50-3103(2) requires the City to order a public hearing by resolution and that such public hearing must be held at a regular or special meeting of the City Council to consider the petition between thirty and ninety days after the filing of such a petition; and

**WHEREAS**, the regular meeting of the City Council on June 22, 2010, meets these statutory requirements; and

**WHEREAS**, the Idaho Code § 50-3103(2) requires that the City Clerk mail notices to residents and owners of property proposed to be added to the district as well as to publish notice of the date and place of the public hearing; and

**WHEREAS**, the same statutory provision requires that the notice also contain language to the effect that other political subdivisions of the state that have jurisdiction in the proposed district may appear and give testimony at the June 22, 2010, public hearing.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:**

**Section 1.** That notice of the fact that a petition requesting the addition of property to the Harris Ranch Community Infrastructure District No. 1 has been filed with the City Clerk and that a public hearing for the consideration of the petition is hereby ordered for the regular meeting of the Boise City Council on June 22, 2010, at 12:00 pm (noon) at the Council Chambers of the Boise City Hall.

**Section 2.** That the City Clerk is hereby directed to comply with the Idaho Code § 50-3103(2) notice requirements and to mail and publish proper notice as provided therein.

**Section 3.** That this Resolution shall be in full force and effect immediately upon its adoption and approval.

**ADOPTED** by the Council of the City of Boise, Idaho, this 8th day of June, 2010.

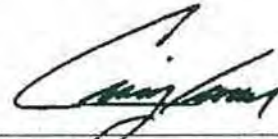
**APPROVED** by the Mayor of the City of Boise, Idaho this 8th day of June, 2010.

**APPROVED:**



David H. Bieter  
MAYOR

**ATTEST:**



CITY CLERK Craig Croner





RESOLUTION NO. 1

BY THE BOARD:

CLEGG, EBERLE, AND SHEALY

**A RESOLUTION GIVING NOTICE OF THE FILING OF A PETITION REQUESTING THE ADDITION OF PROPERTY TO THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1; ORDERING THE SCHEDULING OF A PUBLIC HEARING ON JUNE 22, 2010 TO CONSIDER THE PETITION; DIRECTING THE DISTRICT CLERK TO COMPLY WITH THE NOTICE PROVISIONS OF IDAHO CODE §50-3103(2) TO PUBLISH AND SEND DIRECT NOTICE TO THE RESIDENTS AND OWNERS OF THE PROPERTY PROPOSED TO BE ADDED TO THE DISTRICT; AND TO PROVIDE AN EFFECTIVE DATE.**

**WHEREAS**, a petition requesting the addition of property to the Harris Ranch Community Infrastructure District No. 1 was filed with the District Clerk on May 21, 2010; and

**WHEREAS**, the Idaho Code § 50-3106(2) and § 50-3103(2) requires the District to order a public hearing by resolution and that such public hearing must be held at a regular or special meeting of the District Board to consider the petition between thirty and ninety days after the filing of such a petition; and

**WHEREAS**, the meeting of the District Board on June 22, 2010, meets these statutory requirements; and

**WHEREAS**, the Idaho Code § 50-3103(2) requires that the District Clerk mail notices to residents and owners of property proposed to be added to the district as well as to publish notice of the date and place of the public hearing; and

**WHEREAS**, the same statutory provision requires that the notice also contain language to the effect that other political subdivisions of the state that have jurisdiction in the proposed district may appear and give testimony at the June 22, 2010, public hearing.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1, BOISE, IDAHO:**

**Section 1.** That notice of the fact that a petition requesting the addition of property to the Harris Ranch Community Infrastructure District No. 1 has been filed with the District Clerk and that a public hearing for the consideration of the petition is hereby ordered for the meeting of

the Harris Ranch Community Infrastructure District No. 1 Board on June 22, 2010, at 12:00 pm (noon) at the Council Chambers of the Boise City Hall.

**Section 2.** That the District Clerk is hereby directed to comply with the Idaho Code § 50-3103(2) notice requirements and to mail and publish proper notice as provided therein.

**Section 3.** That this Resolution shall be in full force and effect immediately upon its adoption and approval.

**ADOPTED and APPROVED** by the Board of the Harris Ranch Community Infrastructure District No. 1, Boise, Idaho, this 8 day of June, 2010.

**APPROVED:**

**ATTEST:**

  
\_\_\_\_\_  
CHAIRMAN

  
\_\_\_\_\_  
DISTRICT CLERK

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

STATE OF IDAHO    )  
                                  ) ss.  
COUNTY OF ADA    )

Alex Charlton, being first duly sworn on oath, deposes and states:

1. That he is an Administrative Secretary in the City of Boise City Clerk's Office and that he provides administrative services to the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho) (the "District"); and
2. That as part of his duties and in accordance with §50-3106(2) and §50-3103(2), Idaho Code he caused the attached:

LEGAL NOTICE  
NOTICE OF INTENT  
TO MODIFY BY ADDING PROPERTY TO THE HARRIS RANCH COMMUNITY  
INFRASTRUCTURE DISTRICT NO. 1  
PUBLIC HEARING AT THE JOINT MEETING OF THE BOISE CITY COUNCIL AND  
THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 BOARD  
AT 12:00 NOON ON JUNE 22, 2010 AT  
BOISE CITY HALL, 150 N. CAPITOL BLVD. BOISE, IDAHO

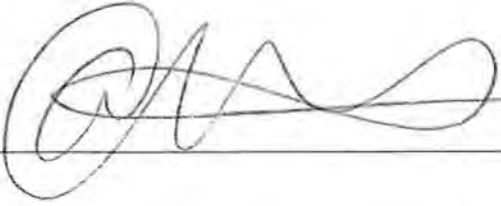
(Attached as Exhibit "A" and incorporated herein)

- a.) To be published in the Idaho Statesman newspaper, a newspaper of general circulation in the City of Boise City, on June 10, 2010 (not less than twelve days before the hearing) and June 17, 2010 (not less than five days prior to the hearing).
- b.) To be mailed to the owner/resident of the existing District and the proposed modified District on June 9, 2010 to:

Harris Family Limited Partnership  
c/o Randy Harris  
3051 S Wise Way  
Boise, Idaho 83716



DATED THIS 29 day of March, 2011.



A handwritten signature in black ink, appearing to be 'AS', written over a horizontal line.

SUBSCRIBED AND SWORN TO, before me the undersigned Notary Public in and for said State, on the 29<sup>th</sup> day of ~~February~~ March, 2011.

[SEAL]



Susan L. De  
Notary Public for Idaho  
Residing at: Boise  
Commission Expires: 1/25/2017

4-10  
Pg 1 of 3  
R-1681  
Res 20924

**LEGAL NOTICE**  
**NOTICE OF INTENT TO MODIFY BY ADDING PROPERTY TO THE**  
**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 -**  
**PUBLIC HEARING AT THE JOINT MEETING OF THE BOISE CITY**  
**COUNCIL AND THE HARRIS RANCH COMMUNITY INFRASTRUCTURE**  
**DISTRICT NO. 1 BOARD AT 12:00 NOON ON JUNE 22, 2010 AT**  
**BOISE CITY HALL, 150 N. CAPITOL BLVD, BOISE, IDAHO.**

This notice is published pursuant to Section 50-3103(2), Idaho Code: A petition requesting the modification by the inclusion of additional real property to the Harris Ranch Community Infrastructure District No. 1 (District) was received by the Boise City/District Clerk on May 21, 2010. The petition was filed by the owners of the additional real property proposed to be included in the District. On June 8, 2010, the Boise City Council and the District Board each approved a resolution ordering a public hearing to be held on June 22, 2010 at 12:00 noon at the joint meeting of the Boise City Council and the District Board. The public hearing will be held to consider the petition and to provide an opportunity for any person who is a resident of or a real property taxpayer within the area proposed to be included in the District or any political subdivision of this state within whose jurisdiction the proposed district will be located, including, without limitation, a highway district, a school district, a fire district or an ambulance district, on the date fixed for the public hearing, appear and offer testimony pertaining to the modification of the District and the boundaries thereof.

After hearing and considering any and all of the testimony given, the Boise City Council may approve a resolution either denying the petition or granting the same. Immediately thereafter the District Board may approve a resolution either denying the petition or granting the same and, if granting the same, shall fix and describe in the resolution the revised boundaries of the District and order the formation of the same. A resolution granting the petition may also include the approval of any district development agreement that has been approved by the governing body in the process of considering and approving the formation of the District.

The property making up the area proposed to be included in the District is shown in the map and boundary description attached hereto as Exhibit 'A'. The area generally is made up of an undeveloped portion of the Harris Ranch Specific Plan zoning district lying on either side of E. Parkcenter Drive in east Boise.

A community infrastructure district (CID) is a separate legal entity with the power to levy special assessments and issue general obligation and revenue bonds in the name of the district to fund the construction and acquisition of public infrastructure that benefits the district property. Pursuant to Section 50-3103(1), the petitions requesting the creation and modification of the CID are on file with the Boise City/District Clerk's office and are open and available for public inspection during regular office hours as well as on-line at [http://www.cityofboise.org/Departments/City\\_Clerk/PublicHearings/NoticeofHearing/OtherCityNotices/page6813.aspx](http://www.cityofboise.org/Departments/City_Clerk/PublicHearings/NoticeofHearing/OtherCityNotices/page6813.aspx)

Auxiliary aids or services are available upon request. Please call the City Clerk's office at 384-3710 three days prior to June 22, 2010 so that arrangements can be made. TDD/TTY 1-800-377-3529.

EXHIBIT B  
May 11, 2010  
Description for Dallas Harris Estates Subdivision  
Community Infrastructure District No. 1  
Additional Property Boundary

A parcel of land located in Gov't Lot 1 of Section 21, and the Northeast 1/4 of Section 20, Township 3 North, Range 3 East, B.M., and portions of the Southeast 1/4 of Section 20, the Northeast 1/4 of Section 29, and the Northwest 1/4 of Section 28, Township 3 North, Range 3 East, B.M., City of Boise, Ada County, Idaho, more particularly described as follows:

Beginning at the corner common to Sections 16, 17, 20, and 21, Township 3 North, Range 3 East, B.M., from which the 1/4 corner common to said Sections 17 and 20 bears South 89°52'06" West, 2,651.12 feet; Thence along the north line of said Gov't Lot 1 South 89°59'59" East, 1,194.30 feet to the Northeast corner thereof; Thence along the east line of said Gov't Lot 1 South 00°35'29" West, 1,328.81 feet to the Southeast corner thereof; Thence along the south line of said Gov't Lot 1 South 89°55'42" West, 1,195.98 feet to a point on the east line of said Section 20; Thence along the east line of said Section 20 South 00°39'47" West, 1,278.50 feet to the East 1/4 corner of said Section 20; Thence South 00°50'27" East, 51.83 feet to the West 1/4 corner of said Section 21; Thence continuing South 00°50'27" East, 2,638.70 feet to the corner common to said Sections 20, 21, 29 and 28; Thence along the north line of said Section 28 North 89°19'32" East, 2,625.66 feet to the North 1/4 corner of said Section 28; Thence along the north-south mid-section line of said Section 28 South 00°07'12" West, 2,662.52 feet to the Center 1/4 corner of said Section 28; Thence along the east-west mid-section line of said Section 28 North 89°35'25" West, 1,307.93 feet; Thence departing said east-west mid-section line North 00°00'52" East, 37.43 feet to the most southerly corner of Triplett Subdivision as same is recorded in Book 94 of Plats at Pages 11491-11493, Records of Ada County, Idaho; Thence continuing North 00°00'52" East, 846.62 feet along the easterly boundary line of said Triplett Subdivision to an angle point thereon; Thence along the northeasterly boundary line of said Triplett Subdivision North 51°11'24" West, 1,346.20 feet; Thence departing said northeasterly boundary line and along the southeasterly boundary line of that certain parcel as described in Warranty Deed Instrument No. 102060903, Records of Ada County, Idaho North 39°00'06" East, 334.33 feet; Thence along the northeasterly boundary line of said parcel North 50°59'54" West, 71.00 feet to the most southerly corner of that parcel as shown on Record of Survey No. 5911 and recorded as Instrument No. 102097579, Records of Ada County, Idaho; Thence along the boundary lines of said parcel the following three (3) courses and distances:

North 39°00'06" East, 110.00 feet; North 50°59'54" West, 125.00 feet; South 39°00'06" West, 110.00 feet; Thence departing said boundary lines and along the northwesterly boundary line of that certain parcel as described in said Warranty Deed Instrument No. 102060903, South 39°00'06" West, 434.00 feet; Thence along the southwesterly boundary line of said parcel South 53°51'49" East, 60.54 feet to a point on the northwesterly boundary line of said Triplett Subdivision; Thence along the northwesterly boundary line of said Triplett Subdivision South 38°50'11" West, 168.73 feet to a brass cap monument marking the most westerly corner of said Triplett Subdivision, the north-west corner of Lot 1, Block 1, Barberton Subdivision No. 1 as same is recorded in Book 44 of Plats at Pages 3617-3618, Records of Ada County, Idaho and the most easterly corner of Harris Ranch Subdivision No. 2, as same is recorded in Book 79 of Plats at Pages 8432-8434, Records of Ada County, Idaho; Thence along the north and east boundary lines of said Harris Ranch Subdivision No. 2 the following ten (10) courses and distances:

North 51°12'15" West, 70.00 feet; North 38°45'36" East, 52.08 feet; North 07°07'31" East, 98.73 feet; North 00°05'35" West, 363.81 feet; North 46°22'55" West, 21.73 feet; South 68°36'06" West, 144.08 feet; South 05°47'27" West, 42.52 feet; Thence 27.64 feet along the arc of a non-tangent curve to the left having a radius of 20.50 feet, a central angle of 77°14'20", and a long chord which bears South 68°02'09" West, a distance of 25.59 feet; North 14°49'35" West, 49.09 feet; South 85°16'33" West, 389.36 feet to the Northwest corner of Lot 4, Block 29, of said Harris Ranch Subdivision No. 2;

Thence leaving said north and east boundary lines of said Harris Ranch Subdivision No. 2 and along the northeasterly boundary of Harris Ranch Subdivision No. 4, as same is recorded in Book 81 of Plats at Pages 8807-8809, Records of Ada County, Idaho, North 19°08'59" West, 123.24 feet to the southeasterly corner of Lot 14, Block 29 of Harris Ranch Subdivision No. 4; Thence along the northeasterly boundary line of said Block 29 of Harris Ranch Subdivision No. 4, the following four (4) courses and distances:

North 11°27'21" West, 173.71 feet; North 48°19'05" West, 276.07 feet; North 68°02'48" West, 558.59 feet; North 73°15'33" West, 206.78 feet to the most northerly corner thereof; Thence along the West boundary line of said Block 29 South 16°47'56" West, 180.77 feet to a point on the northerly boundary line of said Section 29, said point also being the northeasterly corner of Harris Ranch Subdivision No. 3 as same is recorded in Book 81 of Plats at Pages 8799-8804 Records of Ada County; Thence leaving said northerly boundary line of Block 29 and along the northerly boundary lines of said Harris Ranch Subdivision No. 3 and said Section 29, North 89°13'30" West, 45.43 feet to the southeasterly corner of that certain parcel as shown on Record of Survey No. 5558 recorded as Instrument No. 101104281, Records of Ada County; Thence leaving said northerly boundary lines and along said parcel lines the following four (4) courses and distances:

North 12°34'19" East, 115.50 feet; North 52°40'06" West, 203.41 feet; North 68°59'33" West, 607.25 feet; North 51°40'33" West, 228.56 feet to a point on the easterly right-of-way line of East Barber Drive;

Thence along said easterly right-of-way line North 00°11'28" West, 21.30 feet; Thence 100.74 feet along the arc of a curve to the left having a radius of 125.00 feet, a central angle of 46°10'40", and a long chord which bears North 23°16'48" West, a distance of 98.04 feet; Thence North 46°22'08" West, 16.01 feet to a point on the west line of the Southeast 1/4 of said Section 20; Thence along said west line North 00°11'28" West, 1,983.68 feet to the Center 1/4 corner of said Section 20; Thence along the west line of the Northeast 1/4 of said Section 20 North 00°11'35" West, 2,598.54 feet to the 1/4 corner common to said Sections 17 and 20; Thence along the north line of the Northeast 1/4 of said Section-20 North 89°52'06" East, 2,651.12 feet to the REAL POINT OF BEGINNING. Containing 470.80 acres, more or less.

AND ALSO:  
A parcel of land located in a portion of the East 1/2 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:  
Commencing at a brass cap monument marking the North 1/4 corner of said Section 29 from which a brass cap monument marking the Northeast corner of said Section 29 bears South 89°14'06" East, 2643.00 feet; Thence along the north-south mid-section line of said Section 29 South 00°28'58" West, 1,387.32 feet to a point on the curved southwesterly right-of-way line of East Warm Springs Avenue said point also being the REAL POINT OF BEGINNING; Thence departing said mid-section line and along said right-of-way line 528.01 feet along the arc of a non-tangent curve to the right having a radius of 4735.00 feet, a central angle of 6°23'21", and a long chord which bears South 54°28'28" East, a distance of 527.73 feet; Thence continuing along said right-of-way line South 51°18'42" East, 500.38 feet to a point of intersection with the northwesterly right-of-way line of South Eckert Road; Thence departing said southwesterly right-of-way line and along said northwesterly right-of-way line South 41°14'04" West, 1,018.41 feet; Thence 205.11 feet along the arc of a non-tangent curve to the right having a radius of 526.00 feet, a central angle of 22°20'30", and a long chord which bears South 52°25'12" West, a distance of 203.81 feet to a point on said north-south mid-section line; Thence departing said right-of-way line and along said mid-section line North 00°28'58" East, 1509.64 feet to the REAL POINT OF BEGINNING. Containing 15.02 acres, more or less.





Pub. June 10.17, 2010

D000505472-01



ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 07/23/10 11:15 AM  
DEPUTY Vicki Allen  
RECORDED - REQUEST OF  
Boise City

AMOUNT .00 9



RESOLUTION NO. 20944

BY THE COUNCIL:

BISTERFELDT, CLEGG, EBERLE,  
JORDAN, SHEALY AND THOMSON

**A RESOLUTION APPROVING A PETITION TO MODIFY BY ADDITION OF PROPERTY TO THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO) AFTER HOLDING A PUBLIC HEARING REGARDING THE SAME; APPROVING THE DISTRICT DEVELOPMENT AGREEMENT NO. 1 AS AMENDED; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Boise City Council approved its Resolution No. 20895 creating the "Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho)" (the "District") on May 11, 2010, pursuant to the Community Infrastructure District Act, §50-3101, et seq. Idaho Code (the "Act"); and,

**WHEREAS**, on May 21, 2010, there was filed with the Boise City Clerk and the District Clerk a petition (hereinafter referred to as the "*Petition*") requesting the addition of property to the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho), signed by the persons or entities which, on the date of the Petition and on the date hereof, are the owners of all real property as shown in the Petition (hereinafter such owners are collectively referred to as the "*Petitioner*") and described in the Petition by metes and bounds to be added to the community infrastructure district, the addition of which real property is requested by the Petitioner in the Petition, pursuant to Title 50, Chapter 31, Idaho Code, as amended (hereinafter referred to as the "*Act*"); and

**WHEREAS**, on June 8, 2010, the Boise City Council and District Board did adopt respective separate resolutions ordering a joint public hearing to be held on June 22, 2010 regarding the Petition and the modification of the boundaries of the District; and

**WHEREAS**, on June 9, 2010, the Boise City Clerk/District Clerk as required in the Act did mail to each District resident and each owner of real property proposed to be added to the boundaries of the District a notice of the public hearing to be held on June 22, 2010, addressed to such person at his or her post office address and did publish the same in The Idaho Statesman, a

newspaper of general circulation in the City, once on June 10, 2010, (not less than 12 days prior to said public hearing) and again on June 17, 2010, (at least 5 days prior to said hearing); and

**WHEREAS**, on June 22, 2010, the Boise City Council and District Board held the said joint public hearing, notice (both by publication and mailing to any residents and property owners) of said hearing as given by the Boise City Clerk/District Clerk having been approved, ratified and confirmed as being in the manner and form required by Sections 50-3103(2) and 50-3106(2), Idaho Code, and did hear testimony on the addition of real property to and modification of the boundaries of said District; and no protests having been received against the proposed modification of said District, the Boise City Council and the District Board have now heard any testimony offered and have passed upon any protests made against the proposed modification of said District, said protests numbering 0% of all residents and property owners within the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:**

**Section 1.** Acceptance of Petition. The Petition is hereby accepted and a public hearing thereon has been held pursuant to the requirements of the Act for a public hearing.

**Section 2.** Approval of Modification of District Boundaries. The modification of the District boundaries as set forth in the Petition is hereby approved.

**Section 3.** Approval of the District Development Agreement As Amended. The District Development Agreement No. 1 by and among the City, the District and the owners of the property within the District, in substantially the form as presented to the City and to the District and on file with each Clerk, as amended by the addition of the real property to the District pursuant to this Resolution, is hereby approved. The Mayor is authorized and directed to execute and deliver and the Clerk is authorized and directed to attest, the District Development Agreement No. 1, as amended.

**Section 4.** Effective Date. This Resolution shall become effective immediately upon its adoption and approval.

**ADOPTED** by the Council of the City of Boise, Idaho, this 22nd day of June, 2010.

APPROVED by the Mayor of the City of Boise, Idaho this 22nd day of June, 2010.

APPROVED:

  
\_\_\_\_\_  
David H. Bieter  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK Craig Croner

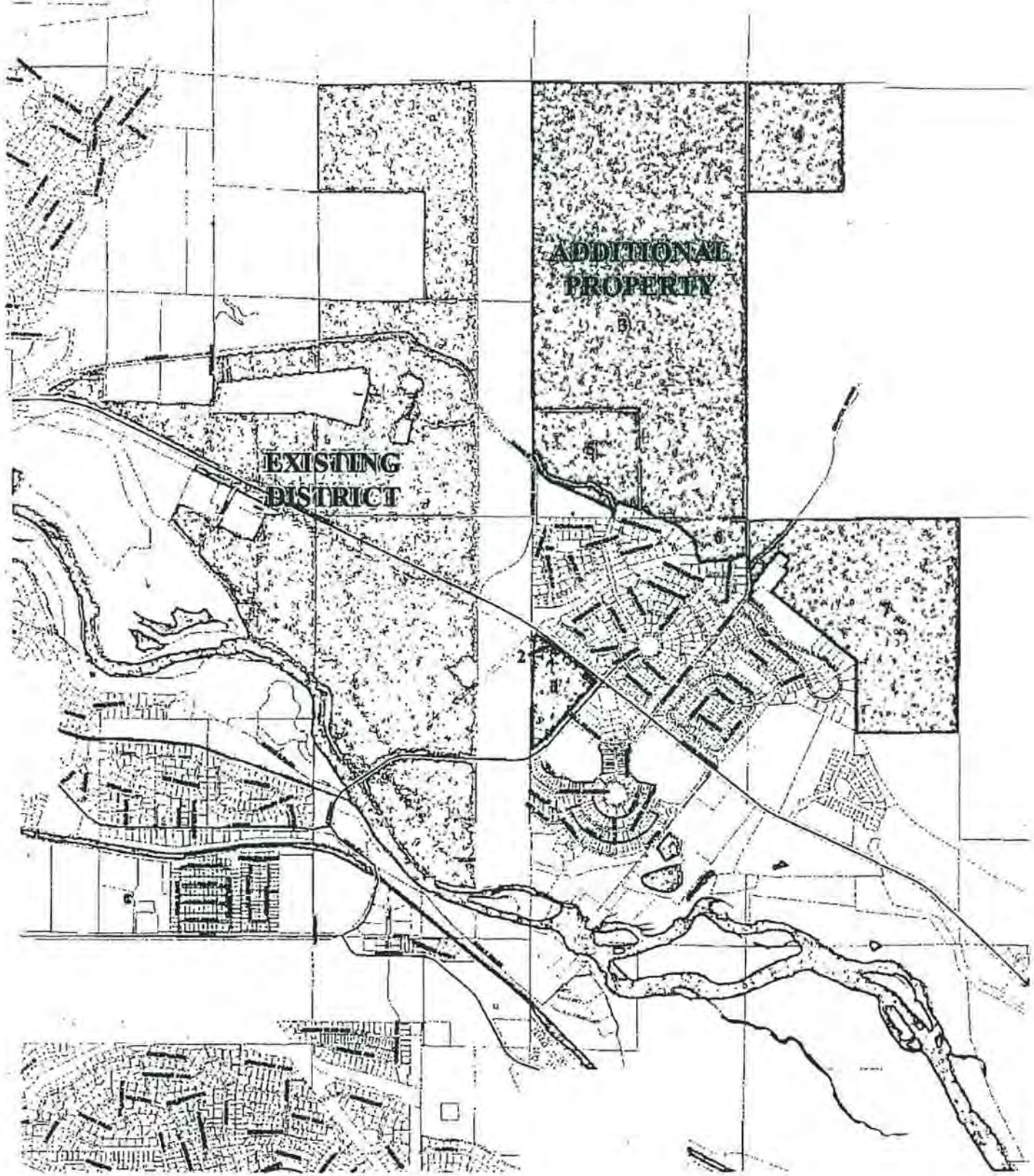








Harris Ranch  
Community Infrastructure District No. 1  
Existing District and  
Additional Property Boundaries



**Exhibit B**

Harris Ranch Community Infrastructure District No. 1  
Additional Property Legal Description



**Description for Dallas Harris Estates Subdivision  
Community Infrastructure District No. 1  
Property Boundary**

A parcel of land located in Gov't Lot 1 of Section 21, and the Northeast 1/4 of Section 20, Township 3 North, Range 3 East, B.M., and portions of the Southeast 1/4 of Section 20, the Northeast 1/4 of Section 29, and the Northwest 1/4 of Section 28, Township 3 North, Range 3 East, B.M., City of Boise, Ada County, Idaho, more particularly described as follows:

**Beginning** at the corner common to Sections 16, 17, 20, and 21, Township 3 North, Range 3 East, B.M., from which the 1/4 corner common to said Sections 17 and 20 bears South 89°52'06" West, 2,651.12 feet; Thence along the north line of said Gov't Lot 1 South 89°59'59" East, 1,194.30 feet to the Northeast corner thereof; Thence along the east line of said Gov't Lot 1 South 00°35'29" West, 1,328.81 feet to the Southeast corner thereof; Thence along the south line of said Gov't Lot 1 South 89°55'42" West, 1,195.98 feet to a point on the east line of said Section 20; Thence along the east line of said Section 20 South 00°39'47" West, 1,278.50 feet to the East 1/4 corner of said Section 20; Thence South 00°50'27" East, 51.83 feet to the West 1/4 corner of said Section 21; Thence continuing South 00°50'27" East, 2,638.70 feet to the corner common to said Sections 20, 21, 29 and 28; Thence along the north line of said Section 28 North 89°19'32" East, 2,625.66 feet to the North 1/4 corner of said Section 28; Thence along the north-south mid-section line of said Section 28 South 00°07'12" West, 2,662.52 feet to the Center 1/4 corner of said Section 28; Thence along the east-west mid-section line of said Section 28 North 89°35'25" West, 1,307.93 feet; Thence departing said east-west mid-section line North 00°00'52" East, 37.43 feet to the most southerly corner of Triplett Subdivision as same is recorded in Book 94 of Plats at Pages 11491-11493, Records of Ada County, Idaho; Thence continuing North 00°00'52" East, 846.62 feet along the easterly boundary line of said Triplett Subdivision to an angle point thereon; Thence along the northeasterly boundary line of said Triplett Subdivision North 51°11'24" West, 1,346.20 feet; Thence departing said northeasterly boundary line and along the southeasterly boundary line of that certain parcel as described in Warranty Deed Instrument No. 102060903, Records of Ada County, Idaho North 39°00'06" East, 334.33 feet; Thence along the northeasterly boundary line of said parcel North 50°59'54" West, 71.00 feet to the most southerly corner of that parcel as shown on Record of Survey No. 5911 and recorded as Instrument No. 102097579, Records of Ada County, Idaho; Thence along the boundary lines of said parcel the following three (3) courses and distances:  
North 39°00'06" East, 110.00 feet; North 50°59'54" West, 125.00 feet; South 39°00'06" West, 110.00 feet;

Thence departing said boundary lines and along the northwesterly boundary line of that certain parcel as described in said Warranty Deed Instrument No. 102060903, South 39°00'06" West, 434.00 feet; Thence along the southwesterly boundary line of said parcel South 53°51'49" East, 60.54 feet to a point on the northwesterly boundary line of said Triplett Subdivision; Thence along the northwesterly boundary line of said Triplett Subdivision South 38°50'11" West, 168.73 feet to a brass cap monument marking the most westerly corner of said Triplett Subdivision, the northwest corner of Lot 1, Block 1, Barberton Subdivision No. 1 as same is recorded in Book 44 of Plats at Pages 3617-3618, Records of Ada County, Idaho and the most easterly corner of Harris Ranch Subdivision No. 2, as same is recorded in Book 79 of Plats at Pages 8432-8434, Records of Ada County, Idaho; Thence along the north and east boundary lines of said Harris Ranch Subdivision No. 2 the following ten (10) courses and distances:  
North 51°12'16" West, 70.00 feet; North 38°45'36" East, 52.08 feet; North 07°07'31" East, 98.73 feet; North 00°05'35" West, 363.81 feet; North 46°22'55" West, 21.73 feet; South



68°36'06" West, 144.08 feet; South 05°47'27" West, 42.52 feet; Thence 27.64 feet along the arc of a non-tangent curve to the left having a radius of 20.50 feet, a central angle of 77°14'20", and a long chord which bears South 68°02'09" West, a distance of 25.59 feet; North 14°49'35" West, 49.09 feet; South 85°16'33" West, 389.36 feet to the Northwest corner of Lot 4, Block 29, of said Harris Ranch Subdivision No. 2;

Thence leaving said north and east boundary lines of said Harris Ranch Subdivision No. 2 and along the northeasterly boundary of Harris Ranch Subdivision No. 4, as same is recorded in Book 81 of Plats at Pages 8807-8809, Records of Ada County, Idaho, North 19°08'59" West, 123.24 feet to the southeasterly corner of Lot 14, Block 29 of Harris Ranch Subdivision No. 4; Thence along the northeasterly boundary line of said Block 29 of Harris Ranch Subdivision No. 4, the following four (4) courses and distances:

North 11°27'21" West, 173.71 feet; North 48°19'05" West, 276.07 feet; North 68°02'48" West, 558.59 feet; North 73°15'33" West, 206.78 feet to the most northerly corner thereof;

Thence along the West boundary line of said Block 29 South 16°47'56" West, 180.77 feet to a point on the northerly boundary line of said Section 29, said point also being the northeasterly corner of Harris Ranch Subdivision No. 3 as same is recorded in Book 81 of Plats at Pages 8799-8804 Records of Ada County; Thence leaving said northerly boundary line of Block 29 and along the northerly boundary lines of said Harris Ranch Subdivision No. 3 and said Section 29, North 89°13'30" West, 45.43 feet to the southeasterly corner of that certain parcel as shown on Record of Survey No. 5558 recorded as Instrument No. 101104281, Records of Ada County; Thence leaving said northerly boundary lines and along said parcel lines the following four (4) courses and distances:

North 12°34'19" East, 115.50 feet; North 62°40'06" West, 203.41 feet; North 68°59'33" West, 607.25 feet; North 51°40'33" West, 228.56 feet to a point on the easterly right-of-way line of East Barber Drive;

Thence along said easterly right-of-way line North 00°11'28" West, 21.30 feet; Thence 100.74 feet along the arc of a curve to the left having a radius of 125.00 feet, a central angle of 46°10'40", and a long chord which bears North 23°16'48" West, a distance of 98.04 feet; Thence North 46°22'08" West, 16.01 feet to a point on the west line of the Southeast 1/4 of said Section 20; Thence along said west line North 00°11'28" West, 1,983.68 feet to the Center 1/4 corner of said Section 20; Thence along the west line of the Northeast 1/4 of said Section 20 North 00°11'35" West, 2,598.54 feet to the 1/4 common to said Sections 17 and 20; Thence along the north line of the Northeast 1/4 of said Section 20 North 89°52'06" East, 2,651.12 feet to the REAL POINT OF BEGINNING. Containing 470.80 acres, more or less.

**AND ALSO:**

A parcel of land located in a portion of the East 1/2 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap monument marking the North 1/4 corner of said Section 29 from which a brass cap monument marking the Northeast corner of said Section 29 bears South 89°14'06" East, 2643.00 feet; Thence along the north-south mid-section line of said Section 29 South 00°28'58" West, 1,387.32 feet to a point on the curved southwesterly right-of-way line of East Warm Springs Avenue said point also being the REAL POINT OF BEGINNING; Thence departing said mid-section line and along said right-of-way line 528.01 feet along the arc of a non-tangent curve to the right having a radius of 4735.00 feet, a central angle of 6°23'21", and a long chord which bears South 54°28'28" East, a distance of 527.73 feet; Thence continuing along said right-of-way line South 51°18'42" East, 500.38 feet to a point of intersection with the northwesterly right-of-way line of South Eckert Road; Thence departing said southwesterly right-



of-way line and along said northwesterly right-of-way line South  $41^{\circ}14'04''$  West, 1,018.41 feet; Thence 205.11 feet along the arc of a non-tangent curve to the right having a radius of 526.00 feet, a central angle of  $22^{\circ}20'30''$ , and a long chord which bears South  $52^{\circ}25'12''$  West, a distance of 203.81 feet to a point on said north-south mid-section line; Thence departing said right-of-way line and along said mid-section line North  $00^{\circ}28'58''$  East, 1509.64 feet to the REAL POINT OF BEGINNING. Containing 15.02 acres, more or less.

ADA COUNTY RECORDER J. DAVID NAVARRO      AMOUNT .00      11  
BOISE IDAHO 10/08/10 09:26 AM  
DEPUTY Bonnie Oberbillig  
RECORDED - REQUEST OF  
Boise City



RESOLUTION NO. 2

BY THE BOARD:

CLEGG, EBERLE, AND SHEALY

**A RESOLUTION ACCEPTING, APPROVING AND GRANTING A PETITION TO MODIFY BY ADDITION OF PROPERTY TO THE COMMUNITY INFRASTRUCTURE DISTRICT; ORDERING AND DESCRIBING THE REVISED BOUNDARIES OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO) AFTER HOLDING A PUBLIC HEARING REGARDING THE SAME; APPROVING GENERAL PLAN AND DISTRICT DEVELOPMENT AGREEMENT NO. 1 AS AMENDED; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Boise City Council approved its Resolution No. 20895 creating the "Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho)" (the "District") on May 11, 2010, pursuant to the Community Infrastructure District Act, §50-3101, et seq. Idaho Code (the "Act"); and,

WHEREAS, on May 21, 2010, there was filed with the Boise City Clerk and the District Clerk a petition (hereinafter referred to as the "*Petition*") requesting the addition of property to the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho), signed by the persons or entities which, on the date of the Petition and on the date hereof, are the owners of all real property as shown in the Petition (hereinafter such owners are collectively referred to as the "*Petitioner*") and described in the Petition by metes and bounds to be added to the community infrastructure district, the addition of which real property is requested by the Petitioner in the Petition, pursuant to Title 50, Chapter 31, Idaho Code, as amended (hereinafter referred to as the "*Act*"); and

WHEREAS, on June 8, 2010, the Boise City Council and District Board did adopt respective separate resolutions ordering a joint public hearing to be held on June 22, 2010, regarding the Petition and the modification of the boundaries of the District; and

WHEREAS, on June 9, 2010, the Boise City Clerk/District Clerk as required in the Act did mail to each District resident and each owner of real property proposed to be added to the boundaries of the District a notice of the public hearing to be held on June 22, 2010, addressed to

such person at his or her post office address and did publish the same in The Idaho Statesman, a newspaper of general circulation in the City, once on June 10, 2010, (not less than 12 days prior to said public hearing) and again on June 17, 2010, (at least 5 days prior to said hearing); and

**WHEREAS**, on June 22, 2010, the Boise City Council and District Board held the said joint public hearing, notice (both by publication and mailing to any residents and property owners) of said hearing as given by the Boise City Clerk/District Clerk having been approved, ratified and confirmed as being in the manner and form required by Sections 50-3103(2) and 50-3106(2), Idaho Code, and did hear testimony on the addition of real property to and modification of the boundaries of said District; and no protests having been received against the proposed modification of said District, the Boise City Council and the District Board have now heard any testimony offered and have passed upon any protests made against the proposed modification of said District, said protests numbering 0% of all residents and property owners within the District; and

**WHEREAS**, the District Board has now received from the Boise City Council its approval to the addition of the real property, as described in the Petition and which is within its jurisdiction, to the existing District.

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

**Section 1. Acceptance of Petition.** The Petition is hereby accepted and a public hearing thereon has been held pursuant to the requirements of the Act for a public hearing.

**Section 2. Approval of Modification of District Boundaries.** The modification of the District boundaries as set forth in the Petition is hereby approved, and the District boundaries are hereby revised to conform with the overall District boundaries set out in Section 3 hereof. The District may undertake all future actions as required under the Act including, but not limited to, the filing requirements under Idaho Code Sections 50-3104 and 50-3106, and may undertake all other future actions authorized by the Act, based on these new revised District boundaries.

**Section 3. Revised District Boundaries and Map.** The revised District boundaries are set and fixed as described in metes and bounds in the Petition, including both the original real property comprising the District prior to this Resolution and the additional real property now

added pursuant to this Resolution. The map showing the revised District overall boundaries set forth in the Petition is hereby incorporated herein and is hereby approved.

**Section 4. Approval of the General Plan As Amended.** Prior to the adoption hereof, a "General Plan for the Proposed Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho)" for the District was filed with the Clerk of the City, setting out a general description of the improvements for which the District was originally formed and the general areas to be improved and benefited (hereinafter referred to as the "**General Plan**"). The General Plan, as amended, by the addition of the real property to the District pursuant to this Resolution, is hereby approved.

**Section 5. Approval of the District Development Agreement As Amended.** The District Development Agreement No. 1 by and among the City, the District and the owners of the property within the District, in substantially the form as presented to the City and to the District and on file with each Clerk, as amended by the addition of the real property to the District pursuant to this Resolution, is hereby approved. The Chairman is authorized and directed to execute and deliver and the District Clerk is authorized and directed to attest, the District Development Agreement No. 1, as amended.

**Section 6. Dissemination of this Resolution.** The District Clerk shall cause a copy of this Resolution to be delivered to the County Assessor and the Board of Commissioners of Ada County, Idaho, and to the Idaho State Tax Commission.

**Section 7. Effective Date.** This Resolution shall become effective immediately upon its adoption and approval.

**ADOPTED and APPROVED** by the Board of the Harris Ranch Community Infrastructure District No. 1, Boise, Idaho, this 22 day of June, 2010.

**APPROVED:**

  
CHAIRMAN

**ATTEST:**

  
DISTRICT CLERK



STATE OF IDAHO )  
                          ) ss:  
County of Ada     )

On this 22<sup>th</sup> day of June, 2010, before me, the undersigned notary public for said state, personally appeared David Eberle and Craig Croner known or identified to me to be the Chairman and District Clerk of the Harris Ranch Community Infrastructure District No. 1 in Boise City, Idaho, and acknowledged to me that Harris Ranch Community Infrastructure District No. 1 executed the same.

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



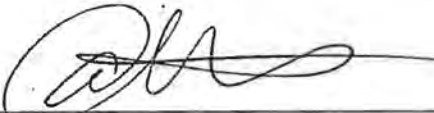
  
\_\_\_\_\_  
Notary Public  
Residing at Boise  
Comm. Expires 3-13-13

Exhibit A

Harris Ranch Community Infrastructure District No. 1  
Location Map



**EXHIBIT A**





Harris Ranch  
Community Infrastructure District No. 1  
Existing District and  
Additional Property Boundaries





**Exhibit B**

Harris Ranch Community Infrastructure District No. 1  
Additional Property Legal Description

**Description for Dallas Harris Estates Subdivision  
Community Infrastructure District No. 1  
Property Boundary**

A parcel of land located in Gov't Lot 1 of Section 21, and the Northeast 1/4 of Section 20, Township 3 North, Range 3 East, B.M., and portions of the Southeast 1/4 of Section 20, the Northeast 1/4 of Section 29, and the Northwest 1/4 of Section 28, Township 3 North, Range 3 East, B.M., City of Boise, Ada County, Idaho, more particularly described as follows:

**Beginning** at the corner common to Sections 16, 17, 20, and 21, Township 3 North, Range 3 East, B.M., from which the 1/4 corner common to said Sections 17 and 20 bears South 89°52'06" West, 2,651.12 feet; Thence along the north line of said Gov't Lot 1 South 89°59'59" East, 1,194.30 feet to the Northeast corner thereof; Thence along the east line of said Gov't Lot 1 South 00°35'29" West, 1,328.81 feet to the Southeast corner thereof; Thence along the south line of said Gov't Lot 1 South 89°55'42" West, 1,195.98 feet to a point on the east line of said Section 20; Thence along the east line of said Section 20 South 00°39'47" West, 1,278.50 feet to the East 1/4 corner of said Section 20; Thence South 00°50'27" East, 51.83 feet to the West 1/4 corner of said Section 21; Thence continuing South 00°50'27" East, 2,638.70 feet to the corner common to said Sections 20, 21, 29 and 28; Thence along the north line of said Section 28 North 89°19'32" East, 2,625.66 feet to the North 1/4 corner of said Section 28; Thence along the north-south mid-section line of said Section 28 South 00°07'12" West, 2,662.52 feet to the Center 1/4 corner of said Section 28; Thence along the east-west mid-section line of said Section 28 North 89°35'25" West, 1,307.93 feet; Thence departing said east-west mid-section line North 00°00'52" East, 37.43 feet to the most southerly corner of Triplett Subdivision as same is recorded in Book 94 of Plats at Pages 11491-11493, Records of Ada County, Idaho; Thence continuing North 00°00'52" East, 846.62 feet along the easterly boundary line of said Triplett Subdivision to an angle point thereon; Thence along the northeasterly boundary line of said Triplett Subdivision North 51°11'24" West, 1,346.20 feet; Thence departing said northeasterly boundary line and along the southeasterly boundary line of that certain parcel as described in Warranty Deed Instrument No. 102060903, Records of Ada County, Idaho North 39°00'06" East, 334.33 feet; Thence along the northeasterly boundary line of said parcel North 50°59'54" West, 71.00 feet to the most southerly corner of that parcel as shown on Record of Survey No. 5911 and recorded as Instrument No. 102097579, Records of Ada County, Idaho; Thence along the boundary lines of said parcel the following three (3) courses and distances:

North 39°00'06" East, 110.00 feet; North 50°59'54" West, 125.00 feet; South 39°00'06" West, 110.00 feet;

Thence departing said boundary lines and along the northwesterly boundary line of that certain parcel as described in said Warranty Deed Instrument No. 102060903, South 39°00'06" West, 434.00 feet; Thence along the southwesterly boundary line of said parcel South 53°51'49" East, 60.54 feet to a point on the northwesterly boundary line of said Triplett Subdivision; Thence along the northwesterly boundary line of said Triplett Subdivision South 38°50'11" West, 168.73 feet to a brass cap monument marking the most westerly corner of said Triplett Subdivision, the northwest corner of Lot 1, Block 1, Barberton Subdivision No. 1 as same is recorded in Book 44 of Plats at Pages 3617-3618, Records of Ada County, Idaho and the most easterly corner of Harris Ranch Subdivision No. 2, as same is recorded in Book 79 of Plats at Pages 8432-8434, Records of Ada County, Idaho; Thence along the north and east boundary lines of said Harris Ranch Subdivision No. 2 the following ten (10) courses and distances:

North 51°12'16" West, 70.00 feet; North 38°45'36" East, 52.08 feet; North 07°07'31" East, 98.73 feet; North 00°05'35" West, 363.81 feet; North 46°22'55" West, 21.73 feet; South

68°36'06" West, 144.08 feet; South 05°47'27" West, 42.52 feet; Thence 27.64 feet along the arc of a non-tangent curve to the left having a radius of 20.50 feet, a central angle of 77°14'20", and a long chord which bears South 68°02'09" West, a distance of 25.59 feet; North 14°49'35" West, 49.09 feet; South 85°16'33" West, 389.36 feet to the Northwest corner of Lot 4, Block 29, of said Harris Ranch Subdivision No. 2;

Thence leaving said north and east boundary lines of said Harris Ranch Subdivision No. 2 and along the northeasterly boundary of Harris Ranch Subdivision No. 4, as same is recorded in Book 81 of Plats at Pages 8807-8809, Records of Ada County, Idaho, North 19°08'59" West, 123.24 feet to the southeasterly corner of Lot 14, Block 29 of Harris Ranch Subdivision No. 4; Thence along the northeasterly boundary line of said Block 29 of Harris Ranch Subdivision No. 4, the following four (4) courses and distances:

North 11°27'21" West, 173.71 feet; North 48°19'05" West, 276.07 feet; North 68°02'48" West, 558.59 feet; North 73°15'33" West, 206.78 feet to the most northerly corner thereof;

Thence along the West boundary line of said Block 29 South 16°47'56" West, 180.77 feet to a point on the northerly boundary line of said Section 29, said point also being the northeasterly corner of Harris Ranch Subdivision No. 3 as same is recorded in Book 81 of Plats at Pages 8799-8804 Records of Ada County; Thence leaving said northerly boundary line of Block 29 and along the northerly boundary lines of said Harris Ranch Subdivision No. 3 and said Section 29, North 89°13'30" West, 45.43 feet to the southeasterly corner of that certain parcel as shown on Record of Survey No. 5558 recorded as Instrument No. 101104281, Records of Ada County; Thence leaving said northerly boundary lines and along said parcel lines the following four (4) courses and distances:

North 12°34'19" East, 115.50 feet; North 62°40'06" West, 203.41 feet; North 68°59'33" West, 607.25 feet; North 51°40'33" West, 228.56 feet to a point on the easterly right-of-way line of East Barber Drive;

Thence along said easterly right-of-way line North 00°11'28" West, 21.30 feet; Thence 100.74 feet along the arc of a curve to the left having a radius of 125.00 feet, a central angle of 46°10'40", and a long chord which bears North 23°16'48" West, a distance of 98.04 feet; Thence North 46°22'08" West, 16.01 feet to a point on the west line of the Southeast 1/4 of said Section 20; Thence along said west line North 00°11'28" West, 1,983.68 feet to the Center 1/4 corner of said Section 20; Thence along the west line of the Northeast 1/4 of said Section 20 North 00°11'35" West, 2,598.54 feet to the 1/4 common to said Sections 17 and 20; Thence along the north line of the Northeast 1/4 of said Section 20 North 89°52'06" East, 2,651.12 feet to the REAL POINT OF BEGINNING. Containing 470.80 acres, more or less.

**AND ALSO:**

A parcel of land located in a portion of the East 1/2 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap monument marking the North 1/4 corner of said Section 29 from which a brass cap monument marking the Northeast corner of said Section 29 bears South 89°14'06" East, 2643.00 feet; Thence along the north-south mid-section line of said Section 29 South 00°28'58" West, 1,387.32 feet to a point on the curved southwesterly right-of-way line of East Warm Springs Avenue said point also being the **REAL POINT OF BEGINNING**; Thence departing said mid-section line and along said right-of-way line 528.01 feet along the arc of a non-tangent curve to the right having a radius of 4735.00 feet, a central angle of 6°23'21", and a long chord which bears South 54°28'28" East, a distance of 527.73 feet; Thence continuing along said right-of-way line South 51°18'42" East, 500.38 feet to a point of intersection with the northwesterly right-of-way line of South Eckert Road; Thence departing said southwesterly right-

of-way line and along said northwesterly right-of-way line South  $41^{\circ}14'04''$  West, 1,018.41 feet; Thence 205.11 feet along the arc of a non-tangent curve to the right having a radius of 526.00 feet, a central angle of  $22^{\circ}20'30''$ , and a long chord which bears South  $52^{\circ}25'12''$  West, a distance of 203.81 feet to a point on said north-south mid-section line; Thence departing said right-of-way line and along said mid-section line North  $00^{\circ}28'58''$  East, 1509.64 feet to the REAL POINT OF BEGINNING. Containing 15.02 acres, more or less.



RESOLUTION NO. 5

BY THE BOARD:

CLEGG, EBERLE, AND SHEALY

**A RESOLUTION APPROVING THE DISTRICT DEVELOPMENT AGREEMENT NO. 1 FOR THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1; AUTHORIZING THE CHARIMAN AND CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID DEVELOPMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on May 11, 2010, the Mayor and City Council of the City of Boise City, Idaho (hereinafter called the "City"), adopted Resolution No. 20895 ordering and declaring formation of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho) (hereinafter called the "District"), and on June 22, 2010, both the City and the District approved the addition of certain property to the boundaries of the District; and

**WHEREAS**, as provided by Title 50, Chapter 31, Idaho Code, as amended (the "Act"), the District is a special limited purpose district possessing only those powers as set forth in the Act, including, but not limited to, the power to borrow money and incur indebtedness, levy property taxes and impose fees or charges to pay the costs of providing services, and the District is, except as otherwise provided in the Act, a political subdivision of the State of Idaho, separate and apart from the City; and

**WHEREAS**, the owner of all the real property in the District (the "Owner") has filed with the City Clerk and District Clerk the petition including the general plan for the District, as the same may have been amended, which sets out a general description of the public infrastructure improvements for which the District was formed and the general areas to be improved (hereinafter referred to as the "General Plan"); and

**WHEREAS**, as required by the Act, the City approved a development agreement, via City Resolution Nos. 20895 and 20944, and the District now wishes to execute this development agreement.

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

**Section 1.** That the District Development Agreement No. 1, attached hereto as Exhibit A and incorporated herein by reference, be, and the same hereby is, approved as to both form and content.

**Section 2.** That the Chairman and Clerk be, and they hereby are, authorized to respectively execute and attest said Development Agreement for and on behalf of the District.


**Section 3** That this Resolution shall be in full force and effect immediately upon its adoption and approval.

**ADOPTED and APPROVED** by the Board of the Harris Ranch Community Infrastructure District No. 1, Boise, Idaho, this 31 day of August, 2010.

**APPROVED:**

**ATTEST:**

  
\_\_\_\_\_  
CHAIRMAN

  
\_\_\_\_\_  
DISTRICT CLERK

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

AMOUNT .00 76



When recorded, return to:

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

**DISTRICT DEVELOPMENT AGREEMENT NO. 1**

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

**by and among**

**CITY OF BOISE, IDAHO,**

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

**and**

**HARRIS FAMILY LIMITED PARTNERSHIP**

Dated as of August 31, 2010

**Exhibit A**

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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



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

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

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

## ARTICLE I

### COMMUNITY INFRASTRUCTURE DISTRICT

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

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

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

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

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

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



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

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

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

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

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

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

## ARTICLE II

### CONSTRUCTION OF PROJECTS BY OWNER

#### Section 2.1      Construction by Owner.

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

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

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

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

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

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



## ARTICLE III

### ACQUISITION OF PROJECTS FROM OWNER

#### Section 3.1 Acquisition by District.

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

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

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

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

**Section 3.2**      **Determining Project Price.**

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

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

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

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



- (iii) such environmental assessments or other evidence satisfactory to the District Manager that such Necessary Public Property does not contain environmental contaminants which make such Necessary Public Property unsuitable for its intended use or to the extent such contaminants are present, a plan satisfactory to the District Manager which sets forth the process by which such Necessary Public Property will be made suitable for its intended use, a plan for remediation of such contaminants, if required by the District Manager, and the sources of funds necessary to accomplish such purpose;
- (iv) the "Conveyance for Segment of Project" in substantially the form of Exhibit D hereto or such other form as may be required by the other governmental body specified in the Report (hereinafter referred to as a "*Conveyance*");
- (v) evidence that all Necessary Public Property has been, or is concurrently being, conveyed to the District, Municipality, or other agency that is a political subdivision of the State of Idaho and specified in the Report, as applicable, and public access to the Segment or the Acquisition Project, as applicable, has been or will be provided;
- (vi) the assignment of all contractors and materialmen warranties and guarantees as well as payment and performance bonds;
- (vii) an acceptance letter issued by the District, Municipality or other agency that is a political subdivision of the State of Idaho and specified in the Report, as applicable. Such acceptance letter shall be issued by the District, Municipality or appropriate agency within thirty (30) days of receipt of a request for acquisition by Owner. The failure of the District, Municipality or such other agency to issue an acceptance letter within thirty (30) days of a receipt of a request for acquisition by the Owner shall be deemed an acceptance by such District, Municipality or such other agency, such that an acceptance letter shall not be required. Should such acceptance not be given by the District, Municipality, or such other agency, the respective agency shall state with particularity such reasonable objections as to why such letter shall not issue. Owner shall, within thirty (30) days, respond in writing to such agency objections, addressing such objections. If reasonable cause shall exist, Owner shall request that the agency reconsider such objections. Within ten (10) days of Owner's request for reconsideration, such agency shall respond in writing addressing the same with particularity; and
- (viii) such other documents, drawings, instruments, approvals or opinions as may reasonably be requested by the District Manager.



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

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

## ARTICLE IV

### CONSTRUCTION OF PROJECTS BY THE DISTRICT

#### Section 4.1      Construction by District.

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

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

#### Section 4.2      Contracts.

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

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

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

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

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

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

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

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

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



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

## ARTICLE V

### FINANCING OF PROJECTS

#### **Section 5.1**      **Acquisition Projects.**

##### **(a) Before Bond Sale.**

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

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

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

##### **(b) After Bond Sale.**

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

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

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

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

## **Section 5.2 Construction Project.**

### **(a) Before Bond Sale.**

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

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



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

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

(b) **After Bond Sale.**

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

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

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