



ADA COUNTY

COMMISSIONERS'
OFFICE
200 W. Front Street, 3rd Floor
Boise, Idaho 83702
(208) 287-7000
Fax (208) 287-7009
bocc1@adaweb.net
www.adaweb.net

May 24, 2013

Jim D. Conger, President
Conger Management Group
1627 S. Orchard Street, Suite 24
Boise, ID 83705

David C. and Ann R. Triplett
3550 S. Triplett
Boise, ID 83716

Dear Mr. Conger and Mr. and Mrs. Triplett:

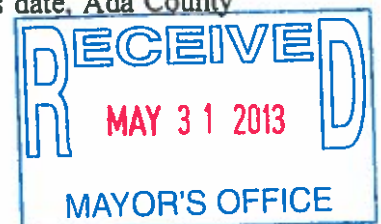
As you aware, Ada County is the owner of the hydroelectric project known as Barber Dam located directly downstream from the property owed by Mr. And Mrs. Triplett. The project is leased to Fulcrum, Inc.

It is our understanding that development is under consideration for the Triplett property to be known as Barber Mill Estates. At the present time, such property is in unincorporated Ada County and as owners and developer you are in the process of making an annexation request to Boise City to be followed by the permitting necessary for development of residential lots.

Ada County and Fulcrum entered into an easement agreement with Mr. And Mrs. Triplett attached hereto as Exhibit 1 and recorded on November 8, 2005. This easement was requested by the Federal Energy Regulatory Commission (FERC) to permit maintenance of and flowage use for dam operation. Because of our commitment to the safe operation of the dam both Ada County and Fulcrum will look to you to protect the safe operation of the dam throughout the development process. This includes, but is not limited to, protecting all monument locations, Piezometer wells, and the integrity of the embankment area adjacent to the dam either owned by Ada County directly or upon which it has easement rights. Additionally, any development should be such that there is no risk of flooding exposure to any proposed structures.

Representatives of Ada County will be making a dam visit on May 29, 2013, and as part of that visit will be on the easement site.

We were concerned that neither Ada County nor Fulcrum received the notice from Kent Brown Planning Services dated March 8, 2013, of the neighborhood meeting held on March 18, 2013, regarding the proposed development. As of today's date, Ada County



May 24, 2013

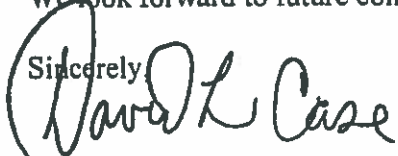
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has still not been formally contacted regarding the proposal. As an adjoining landowner with an easement on the property, we request that as you proceed through the various processes that you keep Ada County advised of your intentions. Further, we want to remind you that since the property is in unincorporated Ada County it is subject to county zoning requirements, such as permits for grading.

Please contact Dave Logan, County Operations Director and Angela Gilman, County Engineer regarding your project. The County will be working closely with Fulcrum, Inc. Mr. Logan and Ms. Gilman and Fulcrum will provide any necessary input on issues such as FEMA flood zones, hydraulic studies, and dam safety issues, etc. The Department of Environmental Quality will be involved in permits for the decommissioning of the sewer lagoons. As you decommission the lagoons pursuant to DEQ requirements, Ada County requests that any debris from that process not impede dam operations or the terms and conditions of the easement agreement.

We look forward to future communications from you.

Sincerely,



David L. Case, Commissioner



Jim Tibbs, Commissioner



Rick Yzaguirre, Commissioner

Enclosure

CC: The Honorable David H. Beiter, Mayor, City of Boise
Hal Simmons, Boise City Planning Director
Kevin Webb, EGP North America
Dale Higbee, EGP North America
Jeremy Clayton, EGP North America
Doug Hardman, Ada City-County Emergency Management Director
Jim Coslett, Rock Solid Civil
Karl Gebhardt, P.E.
Todd Crutcher, Department of Environmental Quality

EASEMENT AGREEMENT

DATE: August 16, 2005

PARTIES: David C. Triplett and Ann R. Triplett, husband and wife, (hereinafter "Grantor"), and

FULCRUM, INC., an Idaho corporation, and Ada County (hereinafter "Grantee").

WHEREAS, Grantee owns a hydroelectric project (the "Project") on land adjacent to and easterly of land owned by Grantor (the "Adjacent Land"); and

WHEREAS, Grantee desires to obtain a flowage easement over and a restrictive covenant with respect to a portion of Grantor's Land (the "Easement Land"); and

WHEREAS, Grantor is willing to grant an easement and enter into a restrictive covenant with respect to the Easement Land with Grantee;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

1. Grantor hereby grants and conveys to Grantee an easement to flood and flow water in, upon, over and through the Easement Land as more particularly described in Exhibit A and shown on Exhibit B, each attached hereto and incorporated herein and the right, but not the obligation to enter upon the Easement Land to construct and maintain embankment dams thereon.
2. Grantor hereby agrees that it shall not, and shall not permit others except permitted herein to, disturb or alter the topography of the Easement Land in any way, shape, form or manner, including, but not limited to the creation of streambeds, drainage ditches or swales.

The above described easement and restrictive covenant shall remain in full force and effect for so long as the dam on the Adjacent Land exists.

Grantor warrants that it is the owner in fee simple of the Easement Land.

Grantee shall have the right to assign its interest in this Easement Agreement and the grant of easement and restrictive covenant provided herein, in whole or in part to any owner of the Adjacent Land.

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AMOUNT .00
ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/08/05 03:36 PM
DEPUTY Bonnie Oberling
RECORDED - REQUEST OF
Ada County Prosecutor
105169540

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DATE: August 16, 2005

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WHEREAS, Grantor is willing to grant an easement and enter into a restrictive covenant with respect to the Easement Land with Grantee;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

- I. Grantor hereby grants and conveys to Grantee an easement to flood and flow water in, upon, over and through the Easement Land as more particularly described in Exhibit A and shown on Exhibit B, each attached hereto and incorporated herein and the right, but not the obligation to enter upon the Easement Land to construct and maintain embankment dams thereon.
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Grantor warrants that it is the owner in fee simple of the Easement Land.

Grantee shall have the right to assign its interest in this Easement Agreement and the grant of easement and restrictive covenant provided herein, in whole or in part to any owner of the Adjacent Land.

The terms, conditions and provisions of this Easement Agreement and grant of easement and restrictive covenant shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement and grant of easement and restrictive covenant on the day and year first above written.

GRANTORS: David C. Triplett
David C. Triplett

Ann R. Triplett
Ann R. Triplett

WITNESS:

Craig Combs

WITNESS:

Craig Combs
CRAIG COMBS

GRANTEE: FULCRUM, INC.
an Idaho corporation

By: John A. Engh
Title: Vice President

APPROVED
Stephen Champagne
Secretary
Stephen Champagne

GRANTEE: ADA COUNTY

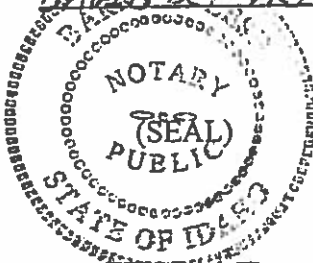
By: Phil Chapman
Title: CHAIRMAN

APPROVED
Sp
Secretary

David Hanson
attest:

STATE OF IDAHO)
County of ADA,) ss.

On this 12TH day of OCT, in the year 2005, before me, the undersigned, a notary public in and for said State, personally appeared, ~~DANNY D. TRIPLETT~~ who executed the instrument as his/her free act and deed.

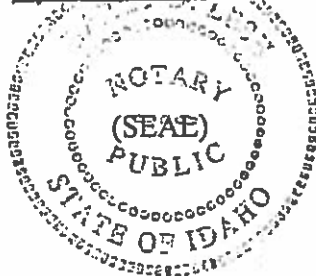


[Signature]
Notary Public:

My Commission Expires: 10-27-10

STATE OF IDAHO)
County of ADA,) ss.

On this 12TH day of OCT, in the year 2005, before me, the undersigned, a notary public in and for said State, personally appeared, ~~RNN: R. TRIPLETT~~ who executed the instrument as his/her free act and deed.



[Signature]
Notary Public:

My Commission Expires: 10-27-10

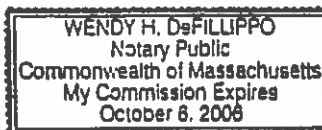
STATE OF Massachusetts)
County of Essex,) ss.

On this 19th day of October, in the year 2005, before me, the undersigned, a notary public in and for said State, personally appeared, Victor A. Engel and Stephy Champagne known or identified to me to be the Vice President and Secretary of Fulcrum Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)

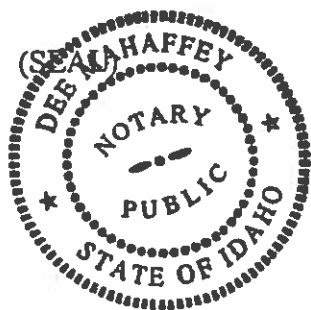
[Signature]
Notary Public:

My Commission Expires:



STATE OF Idaho
County of Ada, ss.

On this 8th day of November, in the year 2005, before me, the undersigned, a notary public in and for said State, personally appeared, Rick Yzaguirre and _____, known or identified to me to be the CHAIRMAN and Secretary of THE BOARD OF ADA, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Deb Mahaffey
Notary Public:

My Commission Expires: 00/00/00

EXHIBIT A

PARCEL B

Easement for flowage in part of the SE ¼ of Section 29, T 3 N, R 3 E, B.M., in Ada County, State of Idaho described as follows:

Beginning at the quarter section corner common to section 28 and 29, T 3 N, R 3 E, B.M., thence South 42° 08' 40" West 650.72 feet to a point; thence South 38° 33' West 868.49 feet to a steel pin; thence South 38° 33' West 672.18 feet to a point approximately at Elevation 2784 North American Vertical Datum of 1988, being the real point of beginning; thence Southeasterly along said contour to a point; thence South 38° 23' West 166.01 feet to a steel pin; thence North 39° 43' West 128.98 feet to a steel pin; thence North 89° 46' 30" West 74.35 feet to a steel pin; thence North 69° 42' 10" West 182.44 feet to a steel pin; thence South 88° 49' 30" West 129.82 feet to a steel pin; thence North 71° 58' 45" West 242.56 feet to a steel pin; thence North 38° 33' East 242.12 feet to the real point of beginning.

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