

A COMPLETE APPRAISAL IN A
SUMMARY APPRAISAL REPORT
ON THE ACQUISITION OF THE

PARCEL 07 - KEN HOBBS
US-91 Utah State Line to Preston
Key 7750
Project SIP-1490(108)

LOCATED AT
151 North Highway 91
Franklin City, Idaho

DATE OF VALUATION
April 24, 2003

REPORT 302-03-L

PREPARED FOR
R. Doyle Fugmore
Right of Way Appraisal Coordinator
Idaho Department of Transportation
P.O. Box 7129
Boise, Idaho 83707-1129

PREPARED BY
Brent T. Clark, MAI

Free and Associates
Real Estate Appraisers and Consultants
1100 East 6500 South, Suite 201
Salt Lake City, Utah 84121
801-252-3388

Free and Associates

Letter of Transmittal

TO: R. Doyle Pugnare
Idaho Transportation Department
P.O. Box 7129
Boise, Idaho 83707-1129

May 13, 2003

Project: STP-1490(160)	Key: 7750	Parcel: 07
Plans Sheet(s): 24 - 26	Plans Sheet Date: May 2002	Parcel ID: 0042169
Property Owner: Sheldon Ken D. Hobbs		
Property Address: 151 North Franklin City, Idaho, 83237		
Owner's Address: 4087 South Parkinson Road, Franklin, Idaho, 83237		
Requirement: 39.14 acres	Permanent Easement: None	Temporary Easement: None

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

By reason of investigation, study, and analysis, my opinion of the market value of the subject estate (land) with 39.14 acres as a total acquisition, recorded to Ken Hobbs as of April 24, 2003, is:

\$117,425

"ONE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS"

By reason of investigation, study, and analysis, my opinion of the market value of the subject estate (well) owned by the Hobbs Brothers as of April 24, 2003, is:

\$211,350

"TWO HUNDRED ELEVEN THOUSAND THREE HUNDRED FIFTY DOLLARS"


Brent T. Clark, MAI

REVIEWED


Free and Associates

Appraiser's Certification

Project No. STP-1490(160)

Parcel No. 07

Key No. 7750

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions; and legal instructions are the personal, unbiased professional analyses, opinions, and conclusions of the appraiser.
- I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved.
- The compensation received for the appraisal is not contingent upon the analysis, opinions, or conclusions reached or reported or the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The appraisal was made and the appraisal report prepared in conformity with the Idaho Transportation Department's Appraisal Guide, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Appraisal Foundation's Uniform Standards for Professional Appraisal Practice, except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocations of USPAP's Jurisdictional Exception Rule as described in Section D-1 of the Uniform Appraisal Standards for Federal Land Acquisitions.
- I have made a personal inspection of the property appraised and also made a personal field inspection of the comparable sales relied upon in making said appraisal that is the subject of this report. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal or in the market data book or report, which supplements said appraisal.
- The property owner or his/her designated representative was given the opportunity to accompany the appraiser on the property inspection as stated in the appraisal report.
- No one provided significant professional assistance to the person signing this report unless as otherwise noted.
- I understand that this report may be used in connection with the acquisition of right-of-way for a project to be constructed by the state of Idaho with assistance of federal-aid highway funds or other federal funds.
- I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Idaho Transportation Department and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

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- I have, in making said appraisal, disregarded any decrease or increase in the market value of the real property prior to the date of valuation caused by the subject project for which said property is being acquired, or by the likelihood that the property would be acquired for such a project, other than that due to physical deterioration within the reasonable control of the owner(s).
- Such appraisal has been made in conformity with the appropriate state laws, regulations, policies, and procedures applicable to appraisal of right-of-way for such purposes; and no portion of the value assigned to such property consists of items that are non-compensable under the established law of said state.
- My opinion of the fair market value of the rights being acquired in the property as of April 24, 2003 is THREE HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$329,750) based upon my independent appraisal and the exercise of my professional judgment.

Appraiser's Signature	Appraiser's License No.	Date
	Idaho License #CGA-337 (6/30/03)	May 16, 2003

Free and Associates

DATE OF REPORT

The date of this report is May 13, 2003.

EFFECTIVE DATE OF VALUE

The effective date of value is April 24, 2003.

CERTIFIED GENERAL APPRAISER

This report has been signed by Brent T. Clark, MAI, a certified appraiser in the State of Idaho.

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REPORTING OPTION TAKEN

A complete appraisal in a summary report format. All applicable approaches to value have been expanded, evaluated, and presented in a summary format. The report content and format are intended to comply with Uniform Standards of Professional Appraisal Practice, Standards 2-2(b), which states the minimum requirements for a summary appraisal report.

IDENTIFICATION OF CLIENT AND INTENDED USERS

The client is Idaho Transportation Department. Intended uses are Idaho Transportation Department officers, agents, and representatives. Also, the identified real property owner, their agents or representatives.

DEFINITION OF FAIR MARKET VALUE

"MARKET VALUE" as used in this report is defined as follows:

"Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."¹

¹ Uniform Appraisal Standards for Federal Land Acquisitions, December 20, 2000.

SCOPE OF APPRAISAL ASSIGNMENT

To ensure that all elements that affect value are considered, the appraiser has prepared this report in a logical progression.

- identify the value of the larger parcel before the acquisition
- determine highest and best use before the acquisition
- estimate market value before the acquisition
- identify the larger parcel after the acquisition
- determine highest and best use after the acquisition
- estimate market value after the acquisition

An investigation of real estate transactions within Franklin County, Idaho and Cache County, Utah has been undertaken to determine the market value of the acquisition. My search included, but is not limited to, talking with local property owners, city and county representatives, utility company representatives, real estate brokers and agents, appraisers, and developers. All sales used for comparison to establish a market value for the subject have been verified by a responsible party to the transaction.

Jurisdictional Exception

Uniform Appraisal Standards for Federal Land Acquisitions states that appraisers should not link their estimates of market value made for federal acquisition purposes to a specific exposure time. For this reason, an exposure time for the subject real property as required by Uniform Standards of Professional Appraisal Practice Standards Rule 1-2(c) will not be estimated.

FEDERAL RULE

This report is prepared following the federal rule – also referred to as the before and after rule. In its simplest form, the federal rule is: value before taking minus value after taking equals just compensation.

JUST COMPENSATION

The Dictionary of Real Estate Appraisal, has defined 'JUST COMPENSATION' as follows:

'In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken; should put the owner in as good a position pecuniarily as he or she would be if the property had not been taken; generally held to be market value, but courts have refused to rule that it is always equivalent to market value.'²

Just compensation has been determined to mean compensation that is just not only to the person whose property is being taken or encumbered, but also to the condemner, who is in essence the general public or society as a whole. Thus, just compensation is "reasonable compensation" and "compensation which is just, not merely to the individual whose property is taken, but to the public which is to pay for it."³

The appraiser's role is to estimate the market value of the subject real property before and after the acquisition upon which the trier of fact can conclude a just compensation.

DEFINITION OF "AS IS" PREMISE

The definition of 'AS IS' as used in this report is as follows:

"Market Value 'AS IS' on appraisal date means an estimate of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date the appraisal is prepared."⁴

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th ed. (Chicago: Appraisal Institute 2002), 154.

³ *Ballentine's Law Dictionary*, 3rd ed., s.v. "just compensation."

⁴ Appraisal Policies and Practices of Insured Institutions and Service Corporations Federal Home Loan Bank Board, "Final Rule," 12 CFR Parts 563 and 571, December 21, 1987.

CONSISTENT USE THEORY

Consistent use is the concept that land cannot be valued on the basis of one use while the improvements are valued on the basis of another.²

LARGER PARCEL

The concept of the larger parcel is an analytical premise unique to eminent domain valuation. According to *The Dictionary of Real Estate Appraisal*, the larger parcel is defined as:

in condemnation, the portion of a property that has unity of ownership, contiguity and unity of use, the three conditions that establish the larger parcel for the consideration of severance damages in most states. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use.³

The courts have ruled that it is generally not the presence or absence of actual unity of use that is considered, rather the unity of highest and best use is the controlling factor. If a property is not being put to its highest and best use, the current use of the land does not generally destroy the unity of use.

COMPENSABLE DAMAGES

Compensable damages are defined as:

"Damages for which a condemnor is legally required to compensate the owner or tenant of the property that is being wholly or partially condemned."⁴

The terms consequential damages and severance damages have been avoided by the appraisers because of the confusion surrounding their precise definitions. In conjunction with the sovereign's right of eminent domain and the act of condemnation, the appraiser need only segregate damages into two categories – compensable damages and noncompensable damages.

² Appraisal Institute, *The Appraisal of Real Estate*, 12th ed. (Chicago: Appraisal Institute, 2001), 334.

³ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th ed. (Chicago: Appraisal Institute, 2002), 163.

⁴ *Id.*, 66.

CONFIDENTIALITY

No portion of this appraisal has been sublet, transferred, or assigned except by the consent of Idaho Transportation Department.

The appraiser has acted in good faith with regard to the legitimated interests of the client in the use of confidential information and in the communication of assignment results. Confidential information or assignment results have not been disclosed to anyone other than the client and persons specifically authorized by the client, except by due process of law.

PURPOSE AND INTENDED USE OF APPRAISAL

The State of Idaho plans to widen and reconstruct Highway 91 for the transportation needs of the public. To satisfy environmental concerns, the subject parcel of 39.14 acres will be purchased in its entirety and be made into wetland area to compensate for any wetland area that may be required for the project. The purpose of the appraisal is to express an opinion of market value for the entire estate before the acquisition and after the acquisition, if applicable. My opinion is based on the highest and best use, or most probable use, of the subject real estate considering the estate as one ownership, free and clear of encumbrance, except as noted.

The intended use of the appraisal is to provide an opinion of compensation to the real property owner(s) resulting from the highway expansion and reconstruction of Highway 91 in compliance with Uniform Standards of Professional Appraisal Practice, Uniform Appraisal Standards for Federal Land Acquisitions, and Idaho Transportation Department appraisal guidelines.

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REAL PROPERTY INTEREST BEING APPRAISED

The appraisal is based on the property rights being in fee simple estate.

Fee Simple Estate

A fee simple estate is defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."⁶

⁶ Appraisal Institute, *The Appraisal of Real Estate*, 12th ed. (Chicago: Appraisal Institute, 2001), 69.

AREA AND NEIGHBORHOOD DATA

The subject is located in the southeastern portion of Idaho within Franklin County, the south acreage being within Franklin City limits. Franklin County borders the State of Utah and is 665 square miles in size. Highway 91 is the main traffic route through Franklin County, running northwest from the Utah-Idaho state line some nine miles to Preston City, then continuing 33 miles northwest to Interstate 16.

Population

Historic population for Franklin County and Idaho State are shown in the following table.

Population Comparison				
Year	Franklin County	Annual Increase	Idaho	Change
1970	7,373	Base Year	712,567	Base Year
1980	8,895	1.89%	943,945	2.85%
1990	9,232	1.13%	1,006,749	1.74%
2000	11,590	1.52%	1,293,953	2.01%
2005 (Projected)	12,654	1.55%	1,381,350	1.91%

The population growth for Franklin County and the State of Idaho show consistent growth. The table indicated that annual growth for Franklin County has been between 1 and 2 percent compared to an annual growth approaching three percent for the State of Idaho.

Idaho has moved from the 42nd most populated state in 1990 to the 39th most populated state in 2000. The population for Idaho is 15.6 persons per square mile compared to 17.4 persons per square mile for Franklin County.

Employment

According to Idaho Department of Commerce, total employment for Franklin County in 2001 was 4,763, up from 4,530 in 2000. Unemployment for the county decreased from 3.9 percent 2000 to 3.8 percent in 2001. Total non-farm employment in

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Franklin County was 2,380 in 2000, indicating that of the 4,530 employed, 2,170 or 48 percent are employed outside Franklin County or counted as farm employed.

Franklin County, non-farm employment for 2000 is shown in the following table. Farm employment for Franklin County was 543 in 2000.

Franklin County Employment by Industry - 2000	
Industry	Employment
Government	828
Wholesale & Retail Trade	736
Services and Miscellaneous	305
Other Manufacturing	202
Construction	99
Finance, Real Estate	75
Transportation, Utilities	73
Other	42

The table shows the largest industries to be manufacturing, wholesale and retail trade, education and government. Major employers include Preston School District, Franklin Co. Medical Center, Nyoplast America, West Side School District, Trails West, Ritewood, Inc., Utah Power and Light, and the City of Preston. Jerry Waddoups, superintendent of Preston School District, estimated that about 30 percent of Preston School District's teachers commute from Cache County, Utah. Preston City agents estimate that about 50 percent of Franklin County's workforce is employed in Cache County, Utah.

Economy

County business patterns for 1999 as reported by the Idaho Department of Commerce show Franklin County having an annual payroll of \$48,491,000. In 2000, Franklin had a per capita personal income (PCPI) of \$16,996. This PCPI ranked 41st in the

State, and was 87 percent of the State average, \$23,727 and 54 percent of the national average, \$29,459. The 2000 PCPI reflected an increase of 1.4 percent from 1999. The 1999-2000 state change was 8.1 percent and the national change was 5.8 percent.

Agricultural use accounted for 46.5 percent of the land use in the county as compared to 0.3 percent for urban uses. The county had 655 farms having an average size of 376 acres in 1997. Of the 655 farms, the principal occupation of 327 of the farms is farming. Agriculture is an important part of the economy. Commercial crops in the county include wheat, barley, alfalfa, corn, safflower, and canola. Many Franklin County residents are employed at Presto Products, Pepperidge Farms, and other firms located in Cache County, Utah.

Housing in the Preston City area consists of single family dwellings, limited rental units with low vacancy rates, and some substandard homes. The average three bedroom, 1.5 bath house with garage is \$60,000 to \$80,000. A typical two bedroom apartment rents for \$350 to \$400 monthly. Housing units authorized by building permits during the year 2000 for Franklin County was 81.

Government

Offices for Franklin County are located in Preston City. The low population of the county requires only basic government influence and size. Property taxes are among the lowest as shown in the following table.

Property Tax Rates	
Idaho Community	Tax Rate
Boise	1.7229%
Coeur d'Alene	1.6857%
Idaho Falls	2.1771%
<i>Franklin County</i>	<i>1.2801%</i>
Lewiston	2.1577%
Nampa	2.0555%
Pocatello	2.4987%
Twin Falls	1.8853%

Among the 50 States, Idaho ranks sixth in literacy and in the top third for percentage of adults aged 25 and older who have graduated from high school. Over 67 percent of the state's entire general fund is allocated to education. Idaho State University, located in Pocatello reports having over 12,000 enrolled students. Programs offered are 124 Baccalaureate, 50 Masters, and none Doctoral in colleges of Arts and Sciences, Pharmacy, Education, Engineering, and Business. Utah State University, located in Logan Utah reports over 23,000 enrolled students. There are two school district established in Franklin County, Preston School District and Dayton School District. Local schools in the Preston School District include Pioneer Elementary, Oakwood Elementary, Preston Junior High, Preston High School, and an alternative high school called Franklin County High School.

Land uses within the project area are controlled by Franklin County, Franklin City, and Preston City. Uses include agricultural, residential, transitional, industrial, and business uses.

Transportation

Regional access in Franklin County is provided by Highway 91 for points north and south and State Route 36 for points east and west. Interstate 15 is obtained by traveling 30 to 40 miles north on Highway 91. The area has railroad service and a minor airport west of Preston along Highway 91.

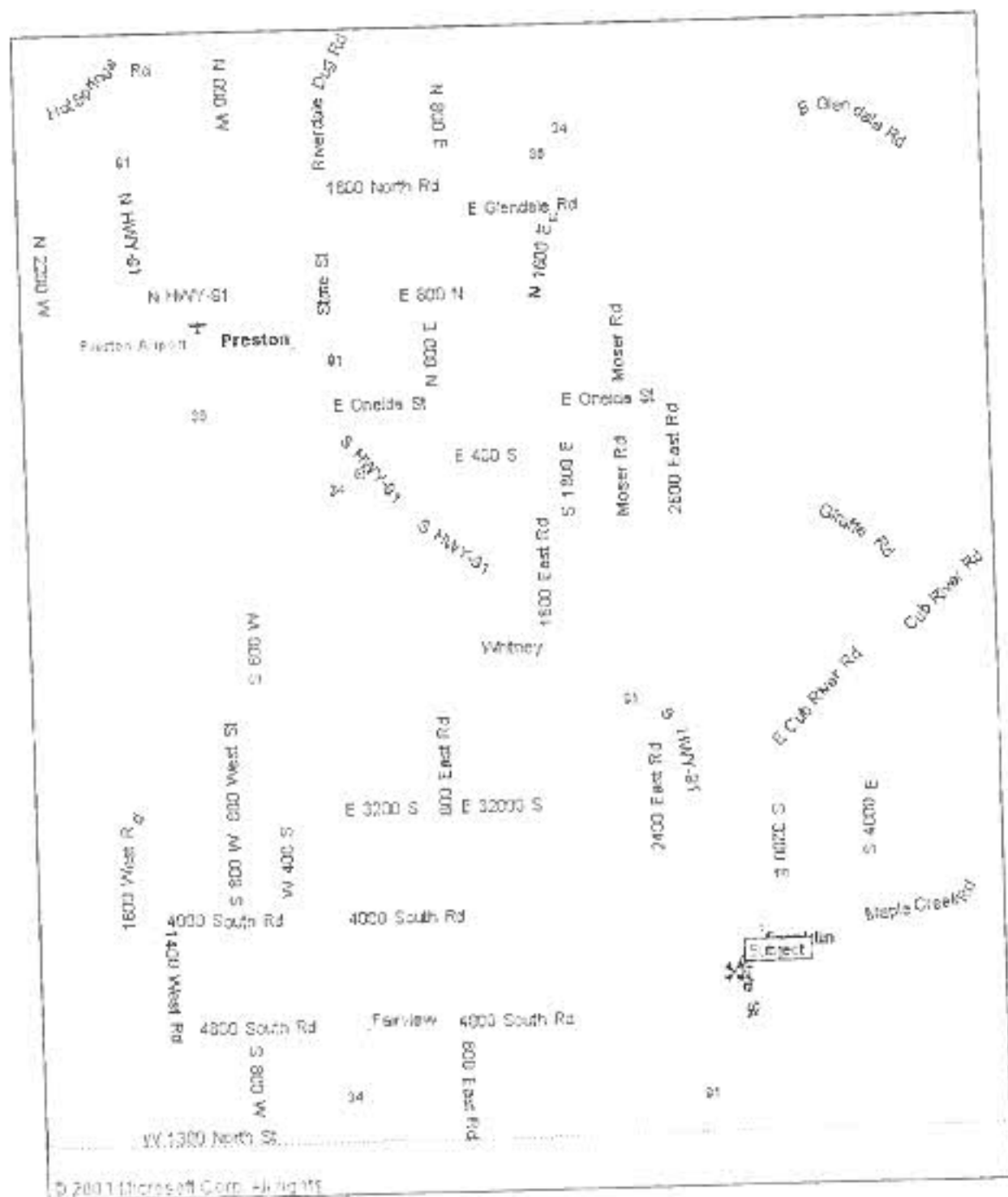
Subject Neighborhood

A neighborhood, according to *The Appraisal of Real Estate*, is defined as "A group of complementary land uses."

The subject neighborhood is defined as those parcels of land bordering Highway 91. These parcels are zoned for agricultural, residential, transitional, and business uses. The primary uses are agricultural and residential. The neighborhood location along Highway 91 provides good local and regional access. Speculation of increasing land values along the highway frontage has resulted in owners being unwilling to sell their land and investors desiring to purchase frontage land. New development is modest.

Market activity indicates the neighborhood is in a stability life stage where demand and supply are in balance.

The following map shows the subject's location along Highway 91.



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FIVE YEAR OWNERSHIP HISTORY

The subject estate is recorded to Ken Hobbs, and has been owned by the Hobbs family for over five years. The well on the subject land being appraised is owned by the Hobbs Brothers and was licensed for 1.27 cubic feet of water per second on September 22, 1989. Water Right 13-2238. The water license is not being purchased with the land.

Review of Title Report

I have reviewed a title report issued by the Northern Title Company of Idaho and provided by the Idaho Transportation Department. The title report shows the subject being transferred by Warranty Deed to Ken Hobbs from parents Bob and Irma Hobbs in September of 1989.

Beyond common utility and roadway easements, special exceptions include: delinquent real estate taxes totaling \$178.52 plus interest, penalty, and costs; 100-foot railroad right of way; mortgage of \$399,540 recorded June 18, 1997 is pendens showing Idaho Agricultural Credit Association as plaintiff.

LEGAL DESCRIPTION

The following description was taken from Exhibit A of the title report:

Q1, beginning at a point which is 1,549 feet north and 276 feet east and North 19°21' West 210 feet and North 45° West 88 feet from the south quarter corner of Section 23 Township 16 South, Range 40 East, Boise Meridian; to the true point of beginning; thence north 18°31' West 1,230 feet, more or less, to the north side of Old Mill Race; thence thence northeasterly along Old River to U.S. Highway 91; thence southeasterly along said highway 2,145 feet to U.S. Highway 91 right of way; thence West 691 feet, more or less, to the true point of beginning.

I was unable to plot the description given. I will use a size of 39.14 acres as stated by Jacobs Civil on Idaho Transportation Department drawings.

DESCRIPTION OF PROPERTY "BEFORE" THE REQUIREMENT

The subject is identified as Franklin County Parcel 3850.00 and as Idaho Transportation Department Project Parcel 67. The subject is located on the north city limit of Franklin City, and about eight miles southeast of Preston City. The land use is pasture area for livestock and includes a 14-inch diameter well licensed to the Hobbs Brothers.

Land

The subject parcel is irregular in shape enclosing an area of 39.14 acres. The east line borders Highway 91, the south line borders Parkinson Road, the west line borders Cub River and railroad, and the north line borders Cub River. County records show two categories of use:

Land by Category		
Category	Definition	Acres
3	Investment non-irrigated farm land	31.00
19	Waste, public rights of way	2.00

The topography of the subject is similar to a bowl, the bottom acreage being at an elevation of about 4,480 feet.

Kenn Habbes
110-477
T.C. 12-60

Robert J Hobbs
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Robert F. Hobbs
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Victor G. ...

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Doyd T.
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Hobbs
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Randall Hobbie
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Larry G. Howell
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Frank Prestite

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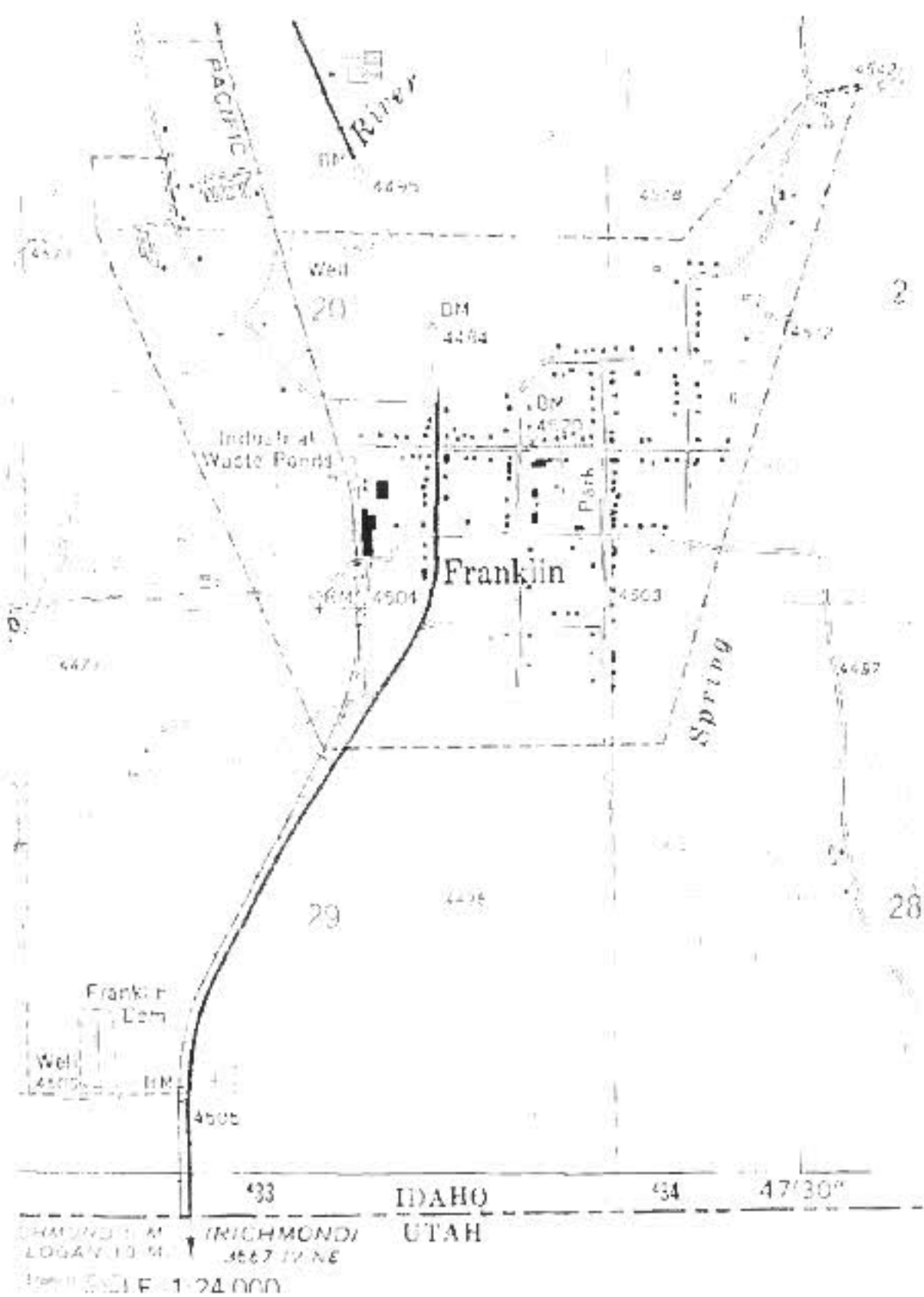
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The east line borders Highway 91 providing the subject with 2,145 feet of frontage and one identified point of access near Station 37+85 as shown on project drawings. The south line borders Parkinson Road providing an additional 891 feet of frontage and potential access. Access along this section of Highway is Type III: four points of access per side per mile. Highway 91 is a two lane, asphalt paved highway with no improvements beyond the asphalt paving. Parkinson Road is a two lane asphalt paved road for neighborhood access. Utilities available are telephone and electricity. Drainage is dependent upon the natural absorption of the soil, drainage ditches and culverts.

The subject acreage is of one soil type:

Windermot Lownot-Stinkcreek Complex, 0 to 2 percent slopes. This is a moderately well drained soil found on floodplains and stream terraces. The water hold capacity is about 3.1 inches to a depth of five feet. The water table is 4.5 to 6.0 feet from March to June.

The owners have one share of Whitney Nashville Water, 14.5 shares of Preston Whitney Irrigation, 100 shares of Preston Whitney Reservoir, and one share of Whitney I.

On-Site Improvements

On-site improvements are a 14 inch diameter well, pump shed, and fencing. The well is licensed to pump 1.27 cubic feet, or 9.50 gallons per second and is owned by the Hobbs Brothers. Water Right 13-2236. Part owner Ken Hobbs said that the well sometimes flows without pumping. The well is reportedly 280 feet deep and screened to add water capacity. The well includes a 10-horsepower pump, a 40-horsepower pump, a 10-horsepower submersible pump with 160 feet of pipe, eight pressure tanks, and the pump shed. The pump shed is constructed of tin siding on wood frame on concrete foundation and pad. The well is adequate to irrigate all of Hobb's family farm and supplies water to Hobb's dairy, a house, apartment, and trailer house.

Associated with the land is field fence on wood and steel posts which runs along the property lines of the subject parcel.

ACCESS CONTROL IN THE "BEFORE"

Ryan Walz of Idaho Transportation Department said that access control for the project section of Highway 91 was Type III when imposed years ago. From the 1600 East intersection of Highway 91 (Ezra Taft Benson sign) to Preston City, access control was acquired and no additional points of access would be allowed. From the intersection of 1600 East to the Idaho-Utah State Line, access control was not acquired though existing points of access were approved as shown on project drawings. Since that time, Type III access has been redefined and is now titled "Principal Arterial" which will allow a maximum four points of access per side per mile in urban areas and three points of access per side per mile in rural areas. However, from the intersection of 1600 East to Preston, access has been established and will not change. From 1600 East to the Idaho-Utah State Line, access control will change as shown on construction drawings and no additional points of access within the defined project will be allowed from Highway 91.

The subject is located between the 1600 East intersection and the Idaho-Utah State Line, and therefore, access will be acquired to the new Type III access control allowing four points of access per side per mile. Construction drawings show the subject having one point of access along Highway 91 near Station 37+85. This access will be lost to the project.

STATEMENT OF PHYSICAL INSPECTION BY APPRAISER

The subject real estate was inspected by the appraisers on February 20 and March 11, 2003 with the owner. The final date of inspection was April 24, 2003.

OWNER NOTIFICATION STATEMENT TO ATTEND INSPECTION

I offered owner Ken Hobbs to accompany me during my inspection of the subject real estate on February 20, 2003. This offer was accepted.

The project will impact several parcels recorded to members of the Hobbs Family: Bob Hobbs, father; Ken Hobbs, son; Robert Hobbs, son. Though the several parcels impacted by the project are recorded to one of these three family member, the individual estates are operated as a family estate for farming, dairy, leased building space, residential subdivision, and industrial park. Several meetings were held with one or more of the owners throughout our association with the project. The final meeting was held at the residence of Bob Hobbs on April 24, 2003 at 10:00 a.m. Project drawings were provided to the owners and the appraiser's role in the project explained. All meetings have been friendly as the owners' concerns were discussed, the major concerns being the loss of access to/from Highway 91, that the project eliminate the reservoir on Project Parcel 12, and the loss of the well on the subject parcel. The final date of inspection by the appraiser was April 24, 2003. The telephone number for Ken Hobbs is 646-231-7. His cellular telephone number is 831-1458.

OWNER NOTIFICATION STATEMENT TO ATTEND INSPECTION

I offered owner Ken Hobbs to accompany me during my inspection of the subject real estate on February 20, 2003. This offer was accepted.

The project will impact several parcels recorded to members of the Hobbs Family: Bob Hobbs, father; Ken Hobbs, son; Robert Hobbs, son. Though the several parcels impacted by the project are recorded to one of these three family member, the individual estates are operated as a family estate for farming, dairy, leased building space, residential subdivision, and industrial park. Several meetings were held with one or more of the owners throughout our association with the project. The final meeting was held at the residence of Bob Hobbs on April 24, 2003 at 10.00 a.m. Project drawings were provided to the owners and the appraiser's role in the project explained. All meetings have been friendly as the owners' concerns were discussed, the major concerns being the loss of access to/from Highway 91, that the project eliminate the reservoir on Project Parcel 12, and the loss of the well on the subject parcel. The final date of inspection by the appraiser was April 24, 2003. The telephone number for Ken Hobbs is 646-2317. His cellular telephone number is 851-1455.

ZONING DISCUSSION

The north acreage is located in Franklin County and the south acreage is located within Franklin City limits. Franklin County does not maintain a zoning map, or designate land uses throughout the county. Land uses are permitted or rejected upon inquiry. Franklin County does have a subdivision ordinance, which is summarized in the following table.

Standard	Description
Minimum Lot Size	0.25 acre, 1.00 acre with private water and sewer
Maximum Depth	3 X width
Block Lengths	1,500' Maximum, 400' minimum
Roads	Paved if lots less than one acre
Minimum Utilities	Electricity, telephone - buried
Minimum PUD - Residential	3 acres
Minimum PUD - Mobile home	5 acres
Minimum PUD - Commercial	10 acres
Minimum PUD - Industrial	10 acres
Minimum Road Width	60 feet
Maximum Road Grade	8 percent
Maximum Driveway Grade	12 percent

The County will not allow any plat to be recorded without first having the Health Department approve and sign the plat. No structure is allowed within 50 feet of a county road right of way or within 60 feet of the center line of any private road.

The south acreage within Franklin City limits is zoned Transitional. The purpose of this zoning is to create a buffer zone between agriculture areas and residential development with the intent to discourage new agricultural operations within city limits. Permitted uses include single family dwellings, church, public library, park, public school, and restricted agricultural. Conditional uses include multi-family dwellings up to four units, child care facility, nursing home, mobile home park, parking lot, and

SEN

- * Residential A-1 zone - Single Family, 12,500 sq. ft.
- * Residential A-2 zone - A-1 plus up to 4 plex, 12,500 sq. ft. first lot plus 3,000 sq. ft. additional for each unit, multi-family
- > Business Zone - 250 feet from Highway
- = Industrial Zone - A-1, A-2, 12,500 sq. ft.
- Blank Transitional Zone



CITY OF FRANKLIN

retirement center. No industrial or commercial use is permitted. However, Franklin City has said that commercial uses would be allowed to a depth of 250 feet along the highway frontage, though it would be unlikely that the city would provide the subject with public utilities. Development standards for the Transitional Zone are shown on the following table

Standard	Description
Minimum Lot Size	12,500 square feet
Additional Dwelling	3,000 square feet
Maximum Height	25 feet
Minimum Width	90 feet
Minimum Front Set Back	30 feet
Minimum Side Set Back	15 feet
Rear Set Back	30 feet

FLOOD HAZARD ZONE DISCUSSION AND MAPS

The land borders Cub River and has been flooded by Cub River overflowing its banks in previous years. According to Federal Emergency Management Agency, Community-Panel 160137 0005 A dated August 19, 1985 and Community-Panel 160060 0426 A dated August 19, 1985, the subject is partially located in flood hazard Zone A and Zone C. Zone A is described areas of 100-year flood and Zone C is described as areas of minimal flooding. Zone A follows Cub River - extending left and right of the river onto the subject acreage. I estimate that 20 percent of the 39.14 acres is located in flood hazard Zone A. According to U.S. Department of the Interior - Office of Biological Services for the National Wetlands Inventory, the subject is free of wetland area based on their map dated September 1980, excluding Cub River. One concrete box culvert and two steel pipe culverts pass under Highway 91 providing drainage and irrigation from the land lying east of Highway 91 onto the subject land. Cub River crosses under Highway 91 at the north end of the subject.

IDENTIFICATION OF THE LARGER PARCEL - Before the Acquisition

The concept of the larger parcel is an analytical premise unique to eminent domain valuation. The premise asserts that it is the larger parcel which is considered in condemnation valuation, and that the larger parcel must generally possess unity of title, unity of use, and contiguity.

The Idaho Transportation Department has identified the subject as a single parcel of 39.14 acres meeting the contiguity criteria. The 39.14 acres is recorded to the Ken Hobbs meeting the unity of title criteria. Being located in two municipalities, it appears on the surface that unity of use is not common for the entire 39.14 acres. However, the acreage under the jurisdiction of Franklin County could be put to same uses as those allowed by the acreage under the jurisdiction of Franklin City - only that commercial uses would not be restricted to a depth of 250 feet on the acreage under Franklin County jurisdiction. In the foreseeable future, unity of use is considered common to the entire 39.14 acres for agricultural.

In concluding the larger parcel, I have considered that the subject's location along Highway 91 provides the exposure desired for commercial uses and that commercial uses would likely be allowed. However, the bulk of the acreage is low-land area with about 20 percent of the acreage in a 100-year flood plain increasing developments costs for fill and drainage. In addition, providing public sewer to the subject would require a lift station. Expending such costs in the foreseeable future would not be financially feasible.

HIGHEST AND BEST USE "BEFORE" THE REQUIREMENT

Real estate is typically valued in terms of its highest and best use. Highest and best use is defined in *The Appraisal of Real Estate* as:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."⁹

In estimation of the highest and best use, the appraiser must consider these four basic stages of analysis for proposed uses:

1. Legally permissible uses. Are there zoning or deed restrictions that would prohibit proposed uses?
2. Physically possible uses. From the permissible uses, which are physically possible when considering all aspects of the site size, shape, and topography or any other physical aspects?
3. Financially feasible uses. Which of the above legally permissible and possible uses will produce a net return to the owner of the site?
4. Maximally productive or highest and best use. After analyzing the above considerations, which of the proposed uses will produce or generate the highest rate of net return over a projected period of time?

A highest and best use for the identified larger parcel as vacant will be determined before the acquisition. The improvements on the land (well and pump shed) do not change the criteria for determining the highest and best use of the land as vacant. Determining the highest and best use of the larger parcel as improved is not warranted.

⁹ Ibid., 305.

Highest and Best Use Before the Requirement - As Vacant

Legally Permissible

The bulk of the larger parcel is zoned for residential, public, and quasi public uses. Commercial uses would be allowed along the highway frontage.

Physically Possible

The larger parcel is adequate in size to support any legally permissible use that does not require a connection to a public sewer system. Its low-land topography and proximity to Cub River would have a negative impact on development. Agricultural uses are supported by the 14-inch diameter well which provides adequate water for the subject and contiguous family acreage.

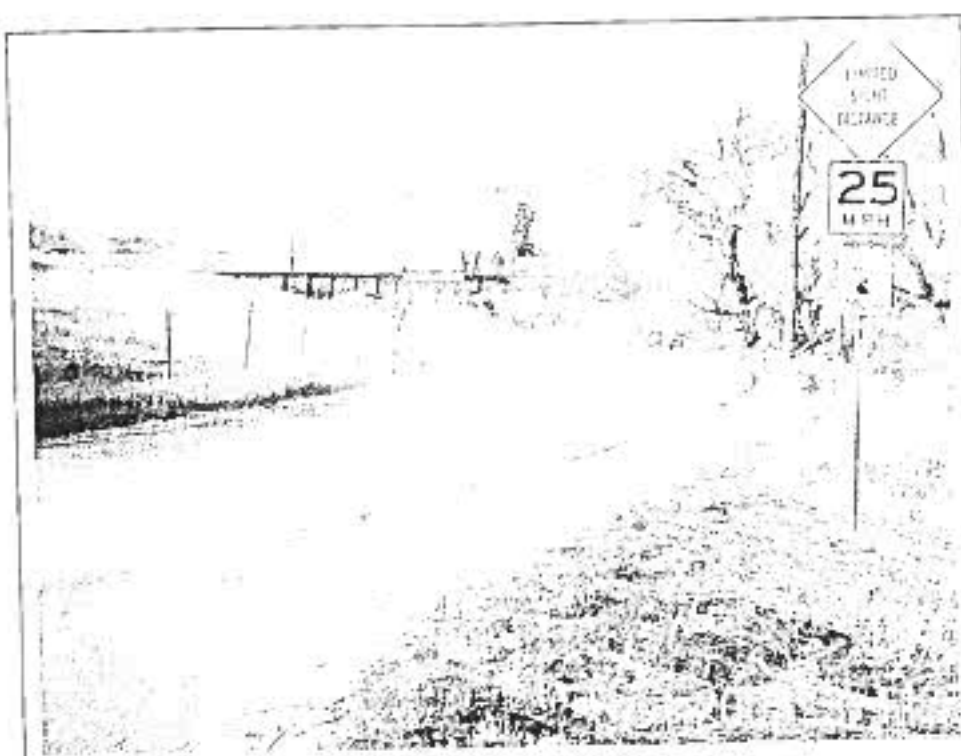
Financially Feasible

The financially feasible uses are influenced to a large degree by the general and specific location of the land. The immediate neighborhood to the south is rural residential. The immediate neighborhood to the north is agricultural. Franklin City has a small commercial district in the center of the city. Being located within 20 miles of the commercial district of Logan, Utah, and within seven miles of Preston's commercial district, commercial development within Franklin City has not been financially feasible. New development is primarily residential. Considering the physical characteristic of the subject land and surrounding influences, the financially feasible use of the subject is agricultural with speculative future commercial.

Maximally Productive

The maximally productive use of the subject is agricultural with some enhanced value for speculative and future commercial.

PHOTOS OF SUBJECT



Picture 1

Photographer:
Eric Leonhardt



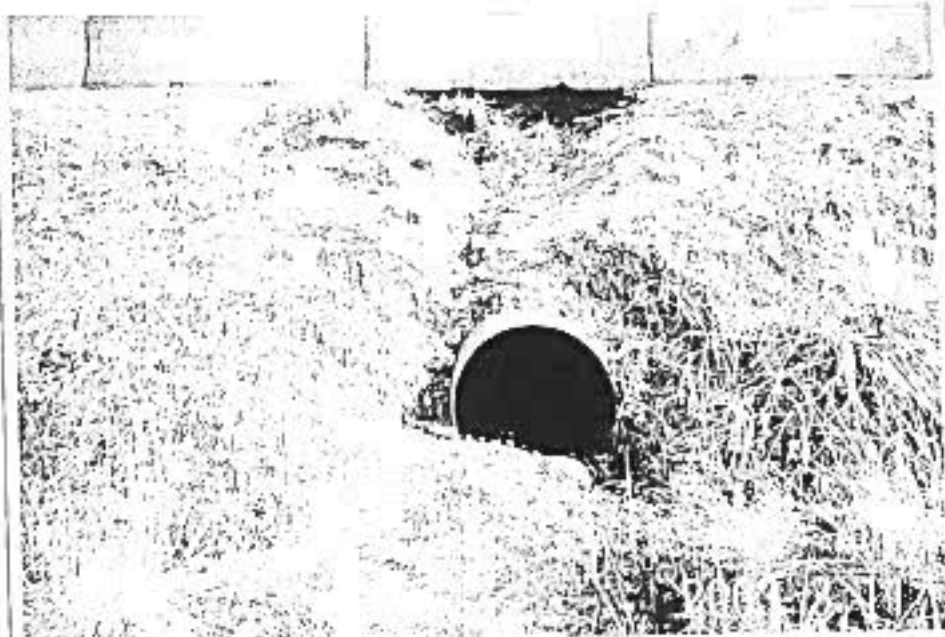
Picture 2

Photographer:
Eric Leonhardt

PHOTOS OF SUBJECT

	Picture 3 Photographer: Eric Leonhardt
	Picture 4 Photographer: Eric Leonhardt

PHOTOS OF SUBJECT



Picture 5

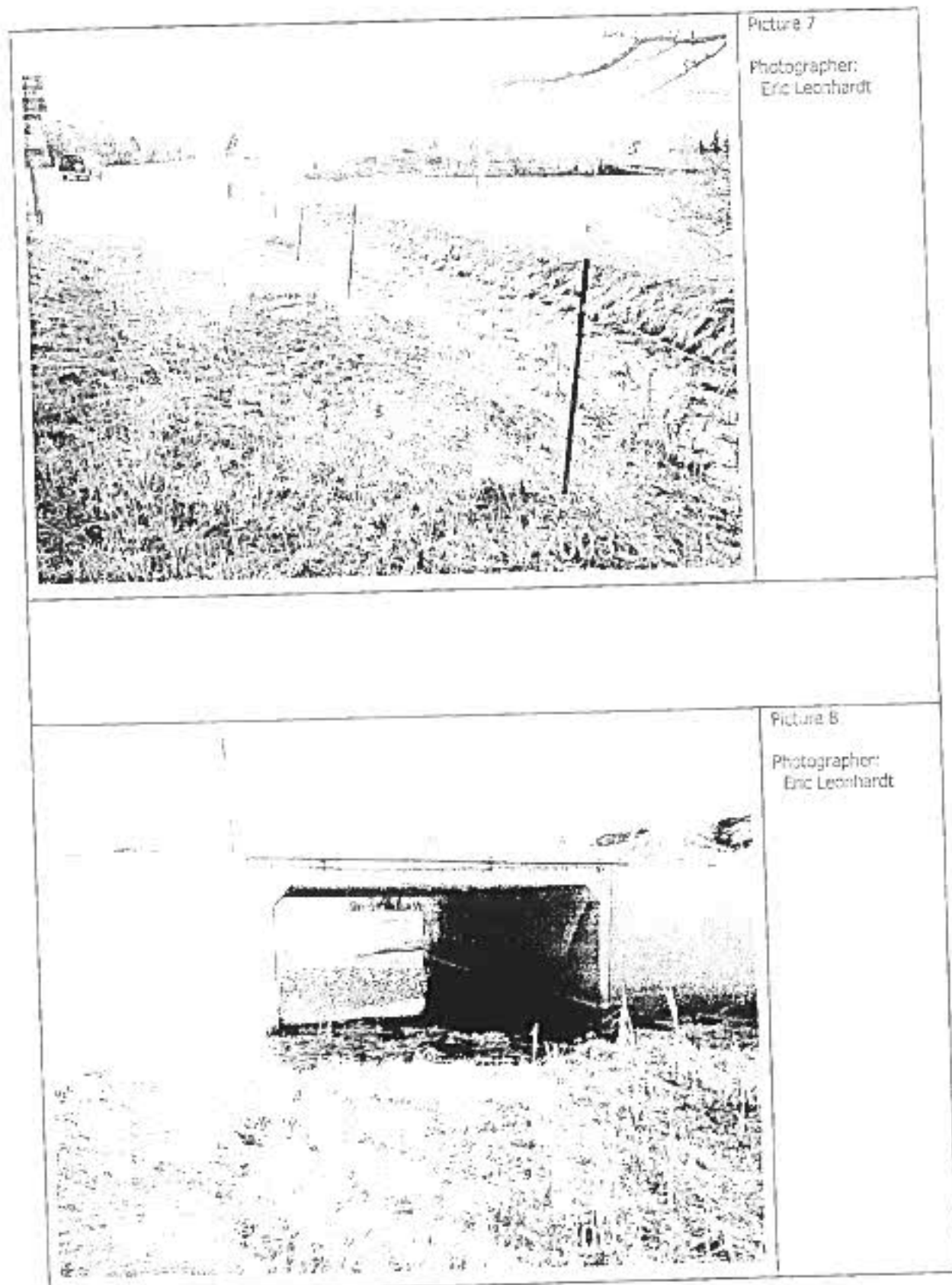
Photographer:
Eric Leonhardt



Picture 6

Photographer:
Eric Leonhardt

PHOTOS OF SUBJECT

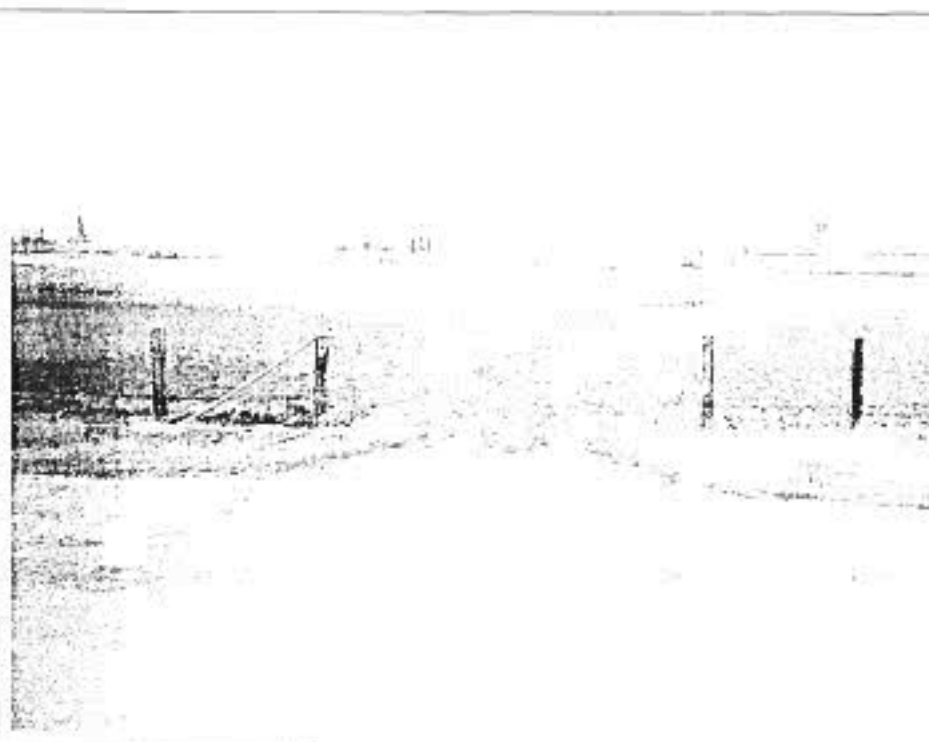


PHOTOS OF SUBJECT



Picture 9

Photographer:
Eric Leonhardt



Picture 10

Photographer:
Eric Leonhardt

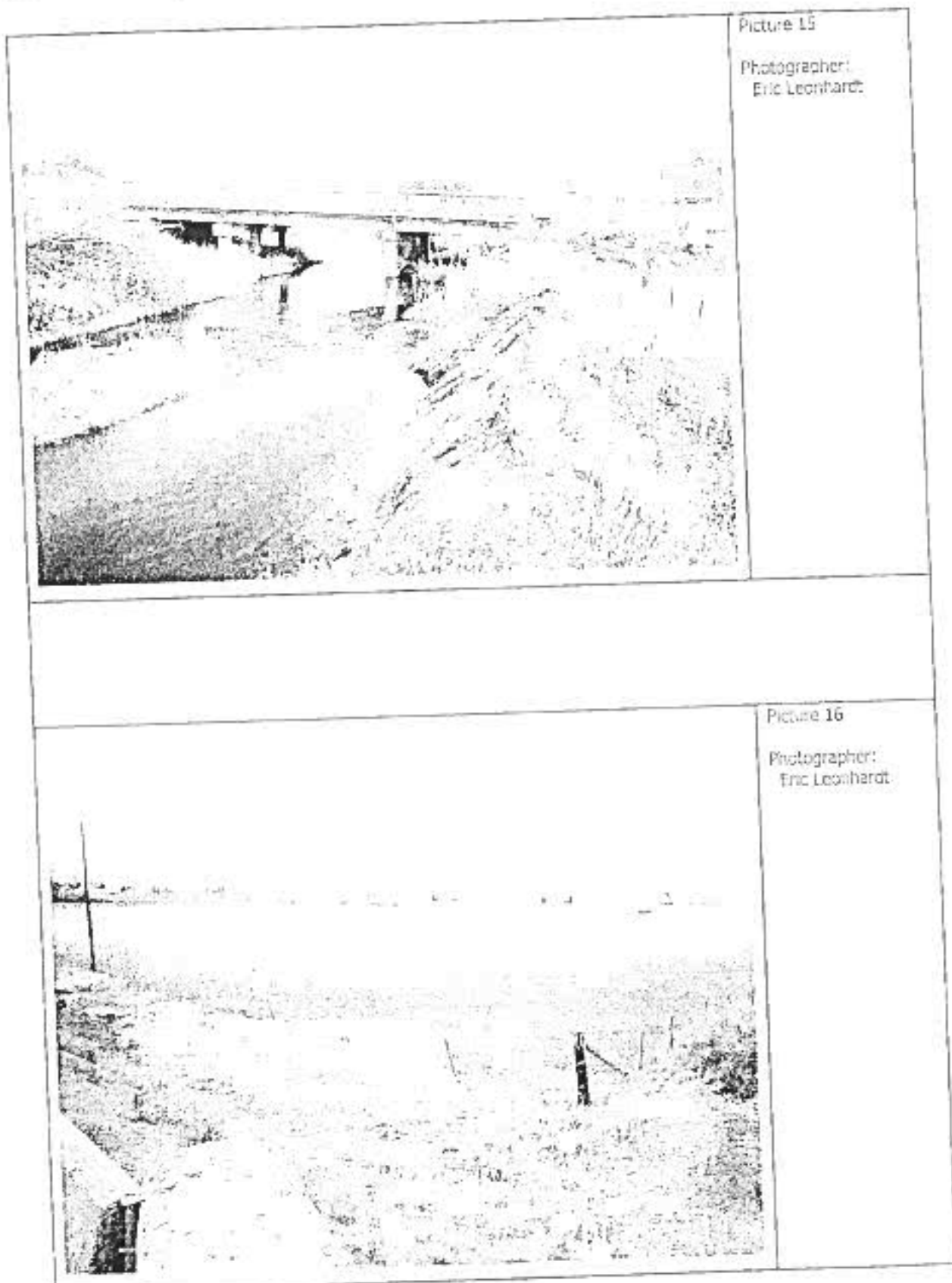
PHOTOS OF SUBJECT

	Picture 11 Photographer: Eric Leonhardt
	Picture 12 Photographer: Eric Leonhardt

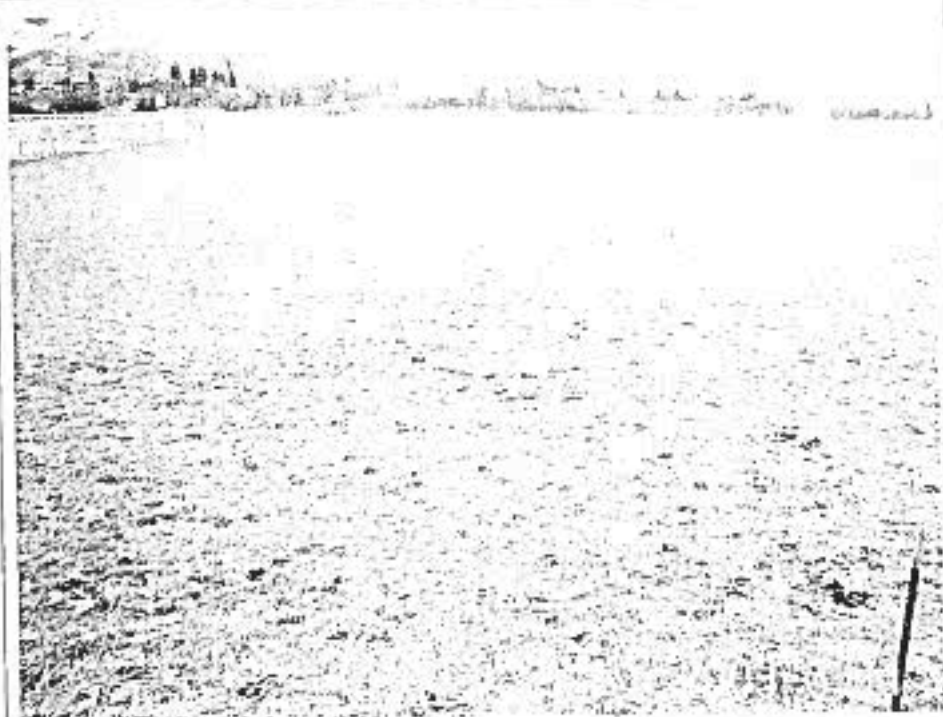
PHOTOS OF SUBJECT

	Picture 13 Photographer: Eric Leonhardt
	Picture 14 Photographer: Eric Leonhardt

PHOTOS OF SUBJECT



PHOTOS OF SUBJECT



Picture 17

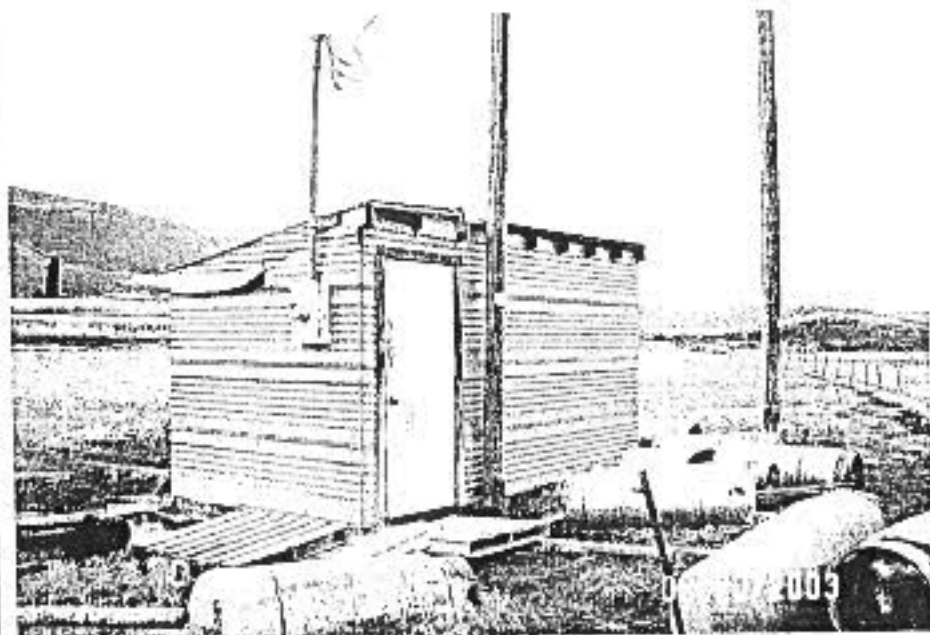
Photographer:
Eric Leonhardt



Picture 18

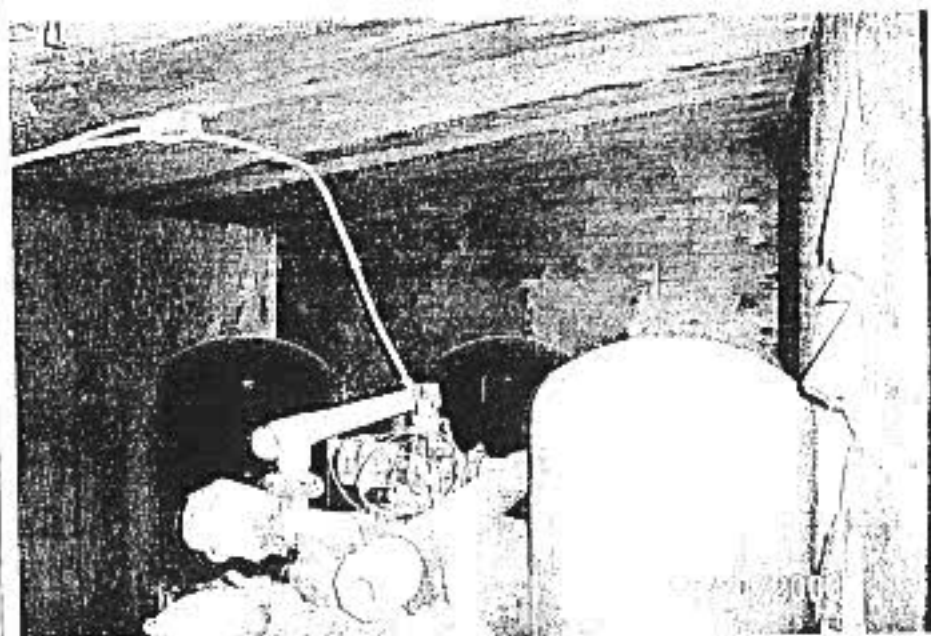
Photographer:
Eric Leonhardt

PHOTOS OF SUBJECT



Picture 19

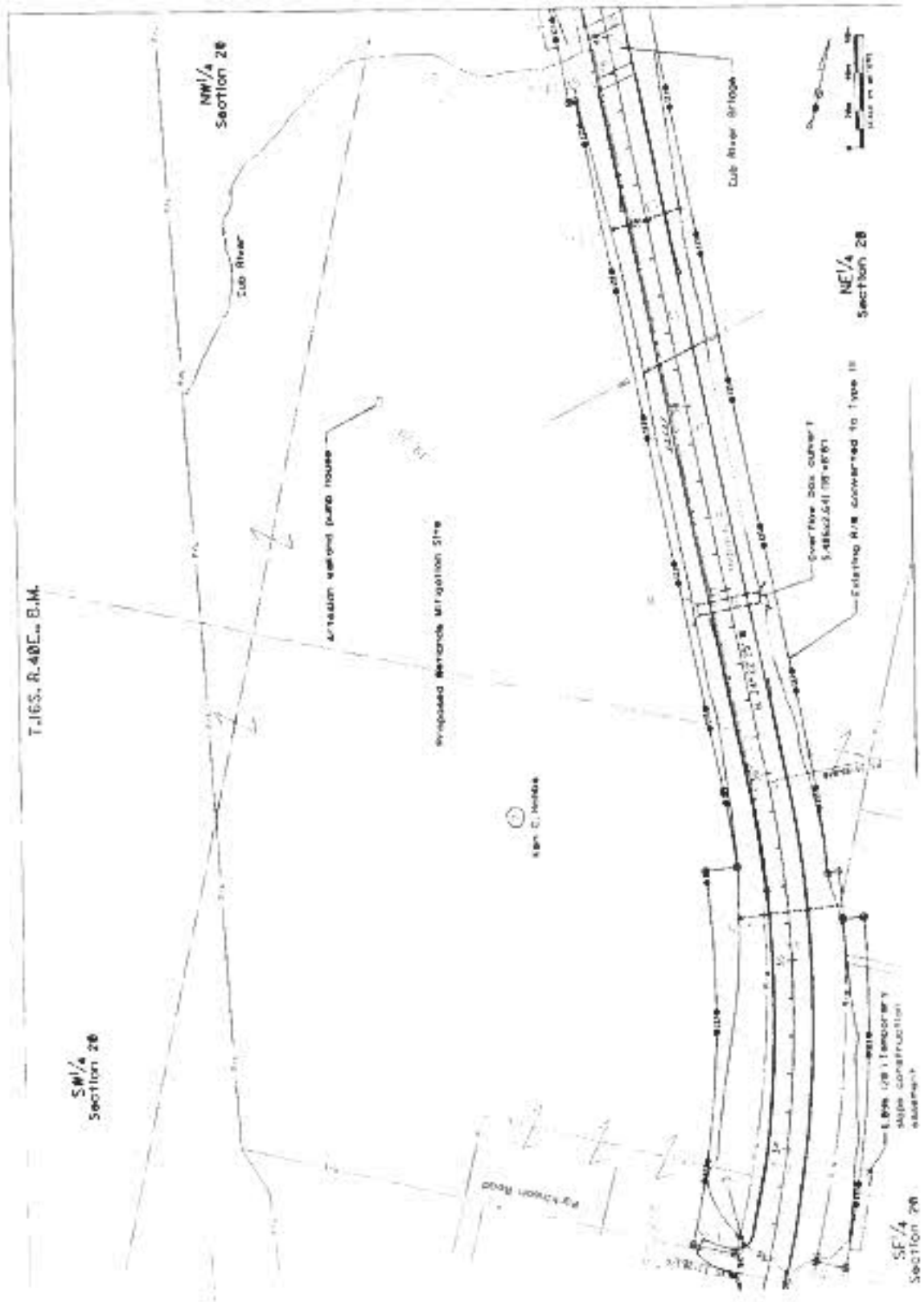
Photographer:
Eric Leonhardt



Picture 20

Photographer:
Eric Leonhardt

Photo Location Page



EXTENT OF PROCESS OF COLLECTION, CONFIRMING AND REPORTING DATA

Information has been collected from inspection of the subject real estate and associated title report, review of project and construction drawings, meetings with land owners affected by the project, local real estate agents, government representatives, and knowledgeable residences in the neighborhood. Area and neighborhood data has been collected from government reporting agencies including 2000 Census data and State of Idaho. Also, local government representatives of Franklin County, Franklin City, and Preston City have been interviewed in the data collecting process. Parties to real estate transactions have been contacted and the transactions confirmed with Franklin County records and plat maps. Project details have been confirmed with, among others, Trent Hansen of Jacobs Civil Incorporated, Ryan Walz of Idaho Transportation Department, and R. Doyle Pugmire of Idaho Transportation Department.

DISCUSSION OF CURRENT AGREEMENTS OF SALE, OPTIONS OR LISTING OF SUBJECT

The subject is not listed for sale and there are no current offers to purchase the real estate now or at a later time.

VALUATION OF SUBJECT REAL PROPERTY -- Before the Requirement

Following the *federal rule*, or *before and after rule*, the subject real property is appraised before the acquisition and after the acquisition -- the difference being the market value of the parts acquired. As the acquisition will be the entire 39.14 acres, the value of the acquisition will be the value of the 39.14 acres of land and the well owned by the Hobbs Brothers. Valuing the subject real estate after the acquisition does not apply.

The appraisal process for valuation of real estate "Market Value" involves a systematic analysis of facts which pertain to the supply and demand of the real property being appraised. To organize these pertinent factors, appraisal theory has developed three basic approaches to the appraisal task. These three basic approaches are known as 1) Cost, 2) Sales Comparison, and 3) Income Capitalization. The subject land estate will be valued based on the comparable land sales, being associated with the Cost and Sales Comparison approaches. The Income Capitalization approach is not expanded as land alone does not typically produce an income. A cost estimate to reestablish the well owned by Hobbs Brother to another parcel of land will be presented later in this report under the heading "Improvement Valuation - 14" Well."

Land Valuation - 39.14 Acres

Details of four land sales are presented on following pages. All four sales are agricultural in use though sales three and four sold for a greater amount due to Highway 91 frontage and exposure.

SALE ONE

LOCATION AND PROPERTY IDENTIFICATION

Address	5373 South Highway 34
City	Franklin County - Fairview area
Parcel	3833
Zoning	Open

SITE DATA

Highest and Best Use	Agriculture
Area	119.30 acres
Topography	Level, East Canal traverses the parcel
Soil	68 - Kidman Fine Sandy Loam, 0 - 4% slopes 81 - Layton Sandy Loam, 0 - 2% slopes 96 - Maple Creek Layton Complex, 0 - 2% slopes
Access	Highway 34
Utilities	Electricity, domestic water, telephone
Water Right	.9 shares
Improvements	House, farm buildings
Crops	Hay, grain
Date of Inspection	February 28, 2003
Inspector	Eric Lechhardt

SALES DATA

Date of Sale	March 2003
Property Rights	Fee Simple
Seller	Shirley Larsen
Buyer	Dee Nelson
Verification	Jeff Sutton of Northwest Farm Credit Services

SALES PRICE

Actual Consideration	\$257,000
Terms of Financing	Typical
Cash Equivalent Price	\$247,000 (\$10,000 of farm machinery)

VALUE INDICATORS

Irrigated Crop	\$154,160 (94 acres @ \$1,640)
Meadow	\$14,400 (18 acres @ \$800)
Homestead	\$5,400 (3 acres @ \$1,800)
Improvements	\$73,040

COMMENTS: Mrs. Larsen, a widow, is selling the estate to a neighboring dairyman. Sales price was based on an appraisal. No value was received for the remaining four acres.

Free and Associates

James C. Hart
190854

Trust
192520

Gilbert

12-46

#3525

John W. Hart	190854
John W. Hart	190854
John W. Hart	190854
John W. Hart	190854
John W. Hart	190854

John W. Hart
190854

Telford Living Trust 192520 #3525 01
To Telford Telford
192520

Edg S. Hampton
190854 #3525 01

Nelson B. Hampton
190854

Nelson B. Hampton
190854

W. H. Hampton
190854

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Carl Mountson
190854

Taylor & Lynch
192520
192529

Lynn J. and Shirley C. Lamm Living Trust

192520

192520

Nelson B. Hampton
190854

Nelson B. Hampton
190854

Edg S. Hampton
190854

Edg S. Hampton
190854

Line

SALE TWO

LOCATION AND PROPERTY IDENTIFICATION

Address:	East Half of SEC. S12, T16S, R39E
City:	Franklin County (Fairview area)
Parcel:	2879 01
Zoning:	Open

SITE DATA

Highest and Best Use:	Agriculture
Area:	79.98 acres
Topography:	Level
Soil:	140 - Trenton Bartle Creek complex, 0 - 2% slopes 142 - Trenton Parleys Complex, 0 - 2% slopes
Access:	3200 South
Utilities:	Electricity, telephone, and water nearby
Water Right:	Yes - half interest in Water Right 13-00216
Improvements:	None
Crops:	Adaptable for hay, grains
Date of Inspection:	February 25, 2003
Inspector:	Eric Lebnhardt

SALES DATA

Date of Sale:	May 2000
Property Rights:	Fee Simple
Seller:	E&M Trust - Patricia Vaughan, James Townsend
Buyer:	Seth and Bert Wheatley
Verification:	Jeff Sutton of Northwest Farm Credit Services

SALES PRICE

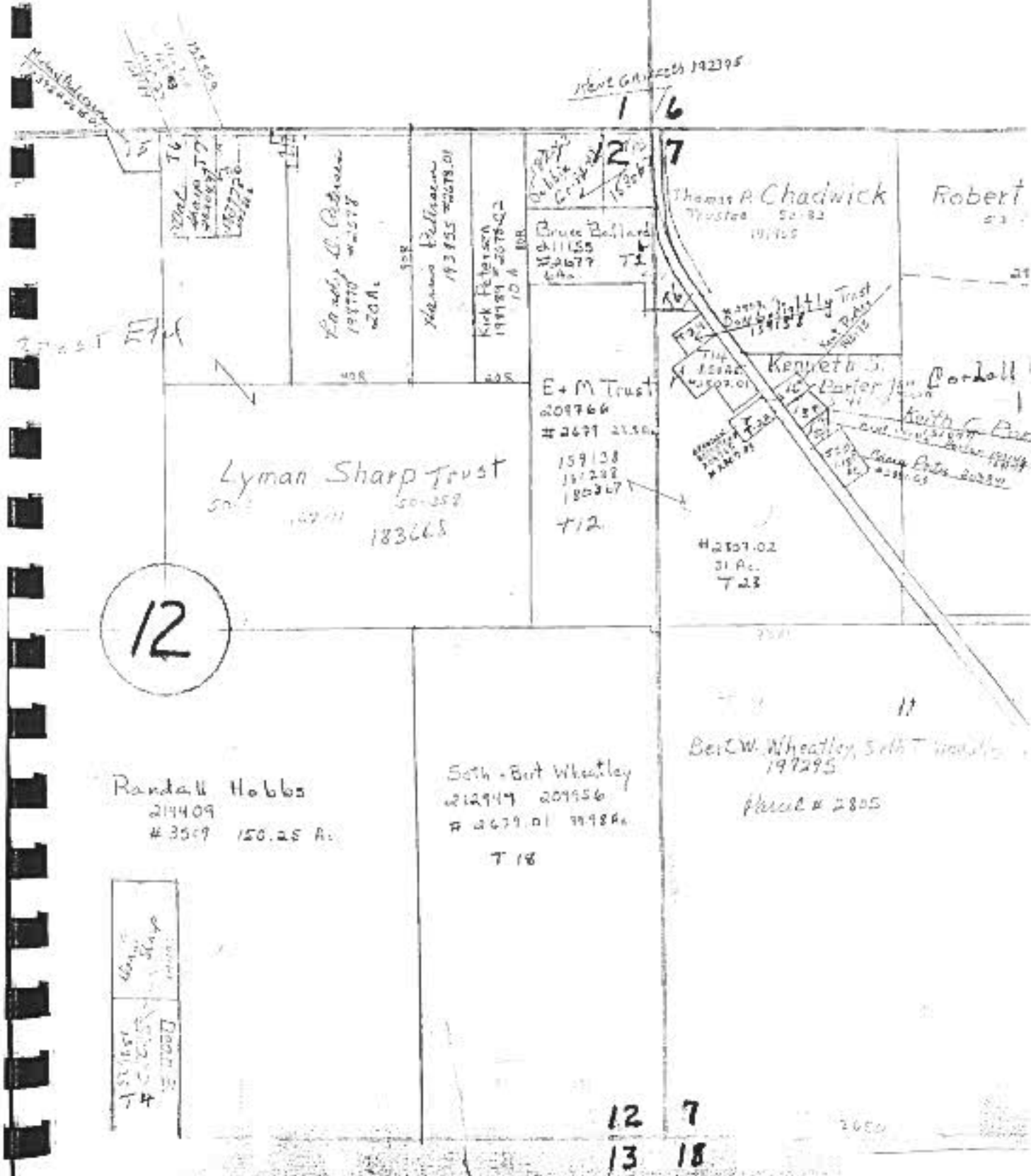
Actual Consideration:	\$160,000
Terms of Financing:	Typical
Cash Equivalent Price:	\$160,000

VALUE INDICATORS

Price Per Acre:	\$2,000
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COMMENTS: Purchase was to expand a dairy by a local dairyman. The land has been used for livestock pasture and crops. It is located just over one mile south of Highway 91 on 3200 South.

Short Section



SALE THREE

LOCATION AND PROPERTY IDENTIFICATION

Address:	Approximately 2000 South Highway 91
City:	Franklin County
Parcel:	2763.03
Zoning:	Open

SITE DATA

Highest and Best Use:	Agriculture, future commercial
Area:	3.76 acres
Topography:	Level, Cub Canal borders northeasterly line
Soil:	73 - Lande Silt Loam, 0 to 4 percent slopes
Access:	Highway 91
Utilities:	Natural gas
Water Right:	No
Improvements:	None
Crops:	None
Date of Inspection:	February 25, 2003
Inspector:	Eric Leonhardt

SALES DATA

Date of Sale:	April 2002
Property Rights:	Fee Simple
Seller:	Gerald Green
Buyer:	Lynn Garner
Verification:	Gerald Green, seller, by Eric Leonhardt

SALES PRICE

Actual Consideration:	\$15,000
Terms of Financing:	Typical
Cash Equivalent Price:	\$15,000

VALUE INDICATORS

Price Per Acre:	\$5,000
Price Per Square Foot:	\$0.11

COMMENTS: The buyer approached seller for one acre and agreed on price of \$5,000. The seller then asked of buyer what more he could get with \$10,000. Seller agreed on two more acres, but the survey was actually an additional 2.76 acres making the total 3.76 acres. The agreed price of \$5,000 per acre represents the expected value. The buyer's motivation is for a lot to sell used farm equipment. The present use is pasture.

SALE FOUR

LOCATION AND PROPERTY IDENTIFICATION

Address:	2263 East Highway 91
City:	Franklin County
Parcel:	2791-03
Zoning:	Open

SITE DATA

Highest and Best Use:	Agriculture, future commercial
Area:	2.32 acres
Topography:	Level, history of high water
Soil:	73 - Lando Silt Loam, 0 to 4 percent slopes
Access:	Highway 91
Utilities:	Electricity, telephone
Water Right:	No
Improvements:	None
Crops:	None
Date of Inspection:	February 18, 2003
Inspector:	Eric Leonhardt

SALES DATA

Date of Sale:	June 1998
Property Rights:	Fee Simple
Seller:	Walter Knapp
Buyer:	Nature's Design/Shayne Howell
Verification:	Shayne Howell, buyer, by Eric Leonhardt

SALES PRICE

Actual Consideration:	\$11,600
Terms of Financing:	Seller financed \$10,000
Cash Equivalent Price:	\$11,600

VALUE INDICATORS

Price Per Acre:	\$5,000
Price Per Square Foot:	\$0.11

COMMENTS: The seller financed \$10,000 over a period of five years, but could not recall the interest rate. The buyer said his monthly payments were \$245, indicating an interest rate of 16 percent. The buyer thought the interest rate was eight percent. This land was purchased for assembling log houses and was purchased based on \$5,000 per acre.



Salé One - north

Photographer:
Eric Leonhardt



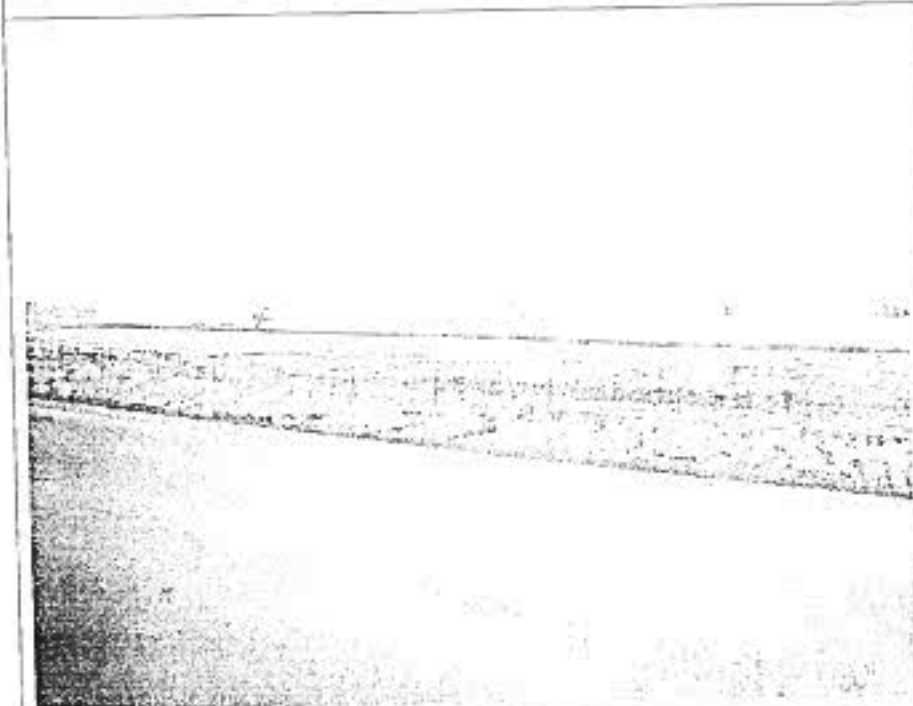
Salé One- south

Photographer:
Eric Leonhardt



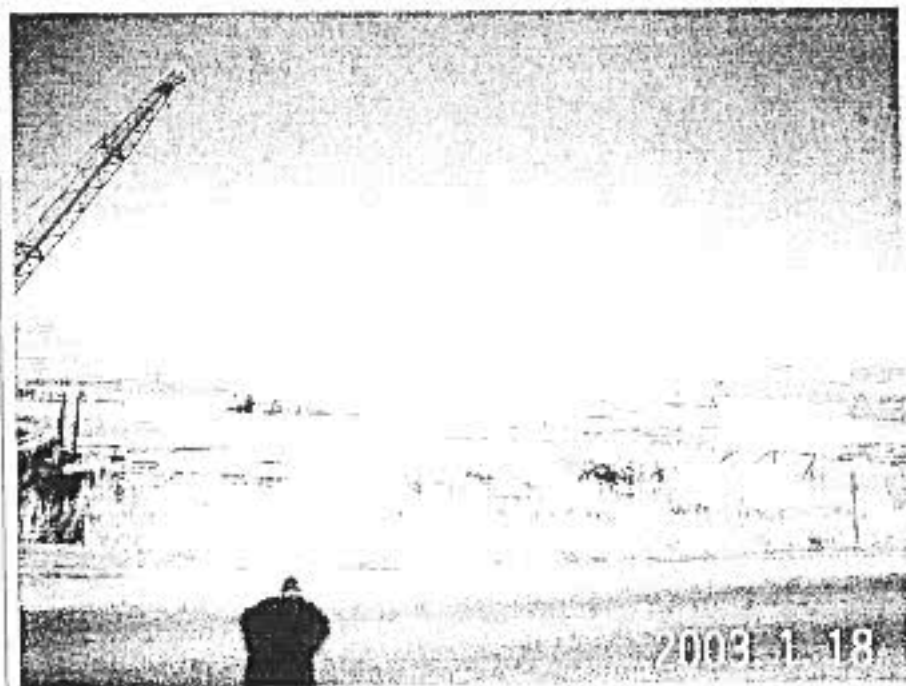
Sale Two

Photographer:
Eric Leonhardt



Sale Three

Photographer:
Eric Leonhardt



Sale Four

Photographer:
Eric Leonhardt

LEASEHOLD INTEREST DESCRIPTION

The subject real estate is not subject to a lease. However, the well located on the subject land is licensed to the Hobbs Brothers. Therefore, the Hobbs family has an interest in the well and uses the water from the well for irrigating the subject land, nearby farms and supplying water to their dairy house, apartment, and trailer. The loss of the well will impact other parcels of land and operations dependent upon the well for water.

"AFTER" REPORT

The acquisition will be the entire 39.14 acre estate and 14" well leaving no remainder to the owner(s). Appraising the real estate after the acquisition does not apply.

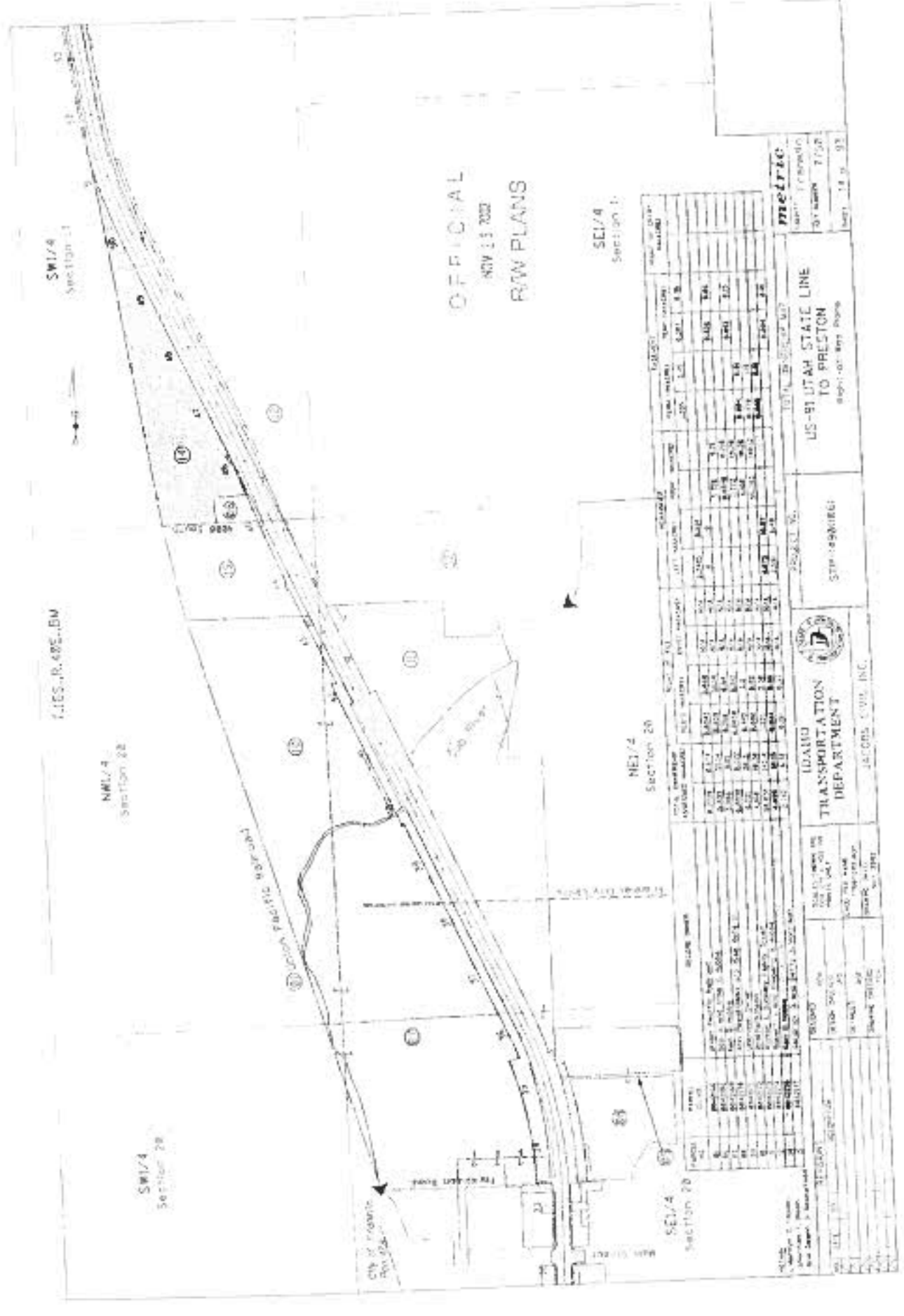
DESCRIPTION OF THE REQUIREMENT

The project will require the entire subject estates as described previously for wetland mitigation associated with the project.

DESCRIPTION OF IMPROVEMENTS WITHIN REQUIREMENT AREAS

The land has been improved with perimeter fencing, pump shed, and well. The value of the fencing is included with the value of land consistent with comparable sales. The well is 14-inches in diameter to a depth of a reported 280 feet and licensed for 1.27 cubic feet, or 9.50 gallons per second. The well includes a 10-horsepower pump, a 40-horsepower pump, a 10-horsepower submersible pump with 160 feet of pipe, eight pressure tanks, and the pump shed. The pump shed is constructed of tin siding on wood frame on concrete foundation and pad. The well is adequate to irrigate all of Hobbs family farm and supplies water to Hobb's dairy, a house, apartment, and trailer. The land with associated field fence is the part of the Ken Hobbs estate while the well with associated shed and fixtures is part of the Hobbs Brothers estate.

PHOTOS DEPICTING THE REQUIREMENT AREAS



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RAW PLANS

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Section 29

NW1/4
Section 28

SW1/4
Section 28

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US-89 UTAH STATE LINE
TO PRESTON
Right-of-Way Plans

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J. L. GORDON, CIVIL, INC.

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Section 28

Dr. A. H. H. H. H.

...and much more...

Figure 1. The effect of the concentration of the inhibitor on the rate of polymerization of α -methylstyrene in the presence of SnCl_4 at 25°C . The concentration of α -methylstyrene was 1.0 mol/L, and the concentration of SnCl_4 was 0.01 mol/L. The concentration of the inhibitor was 0.001 mol/L (○), 0.002 mol/L (□), 0.005 mol/L (△), 0.01 mol/L (◇), and 0.02 mol/L (×).

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6. *Front*

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continued

US 98 UTAH STATE LINE
TO PRESTON

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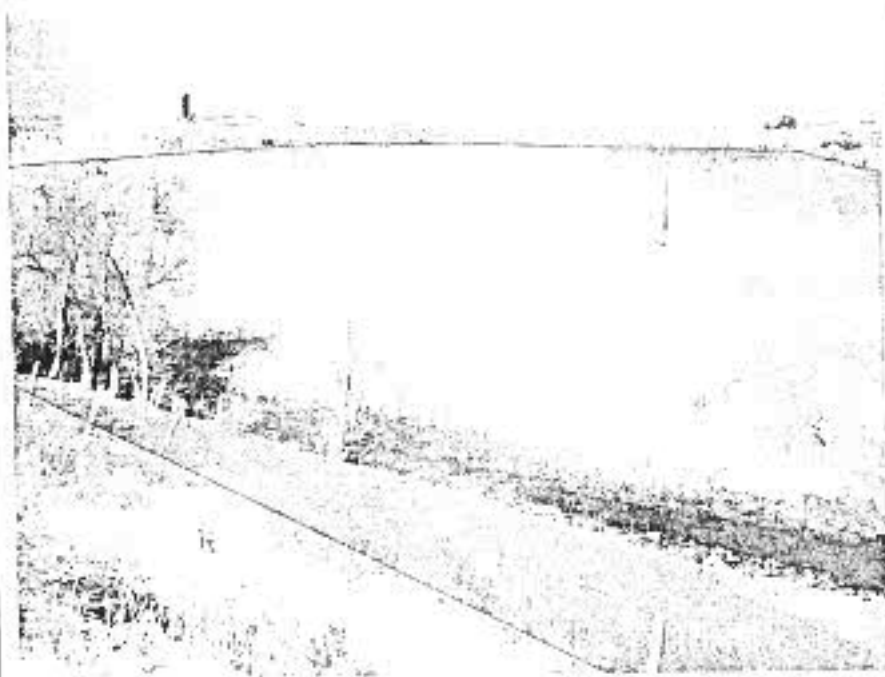
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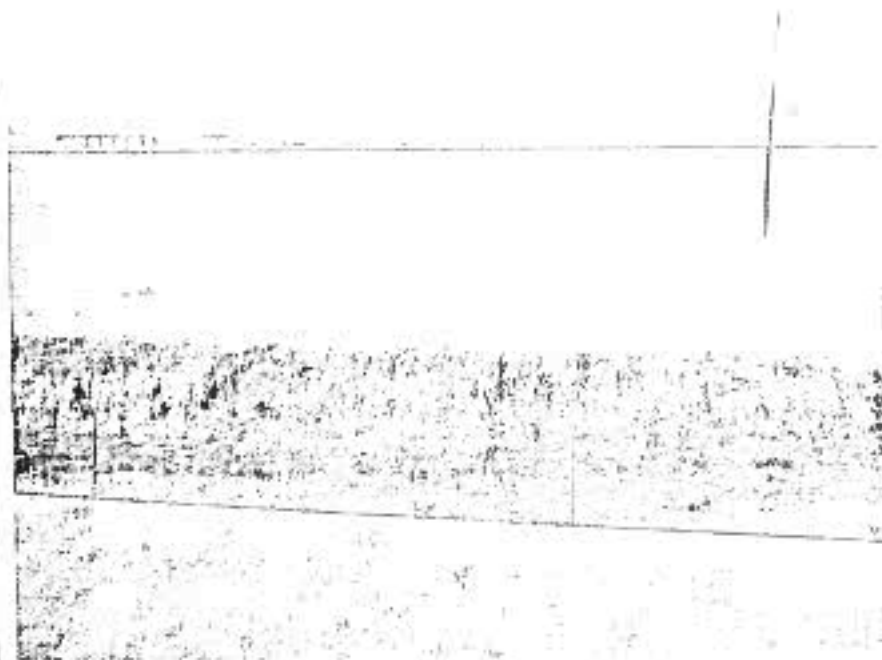
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Picture 1

Photographer:
Eric Leonhardt

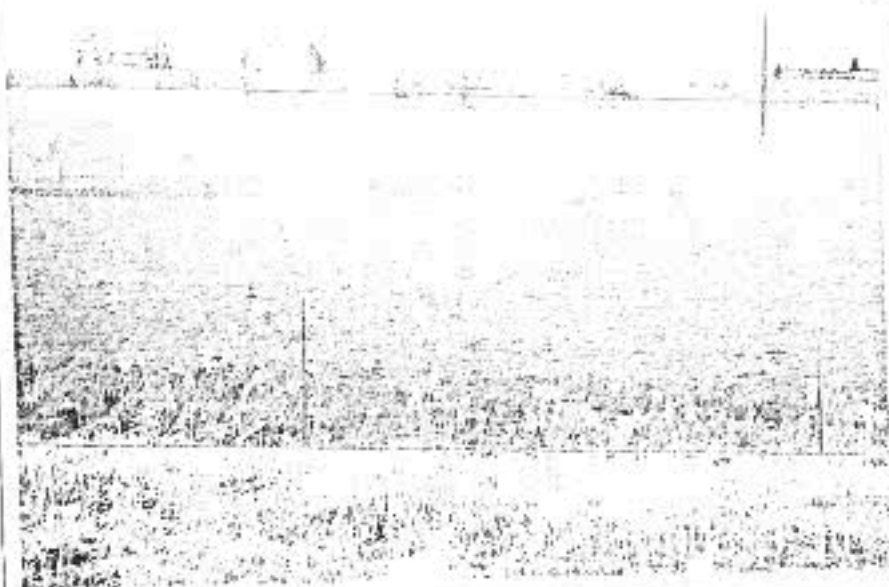


Picture 2

Photographer:
Eric Leonhardt

Picture 3

Photographer:
Eric Leonhardt



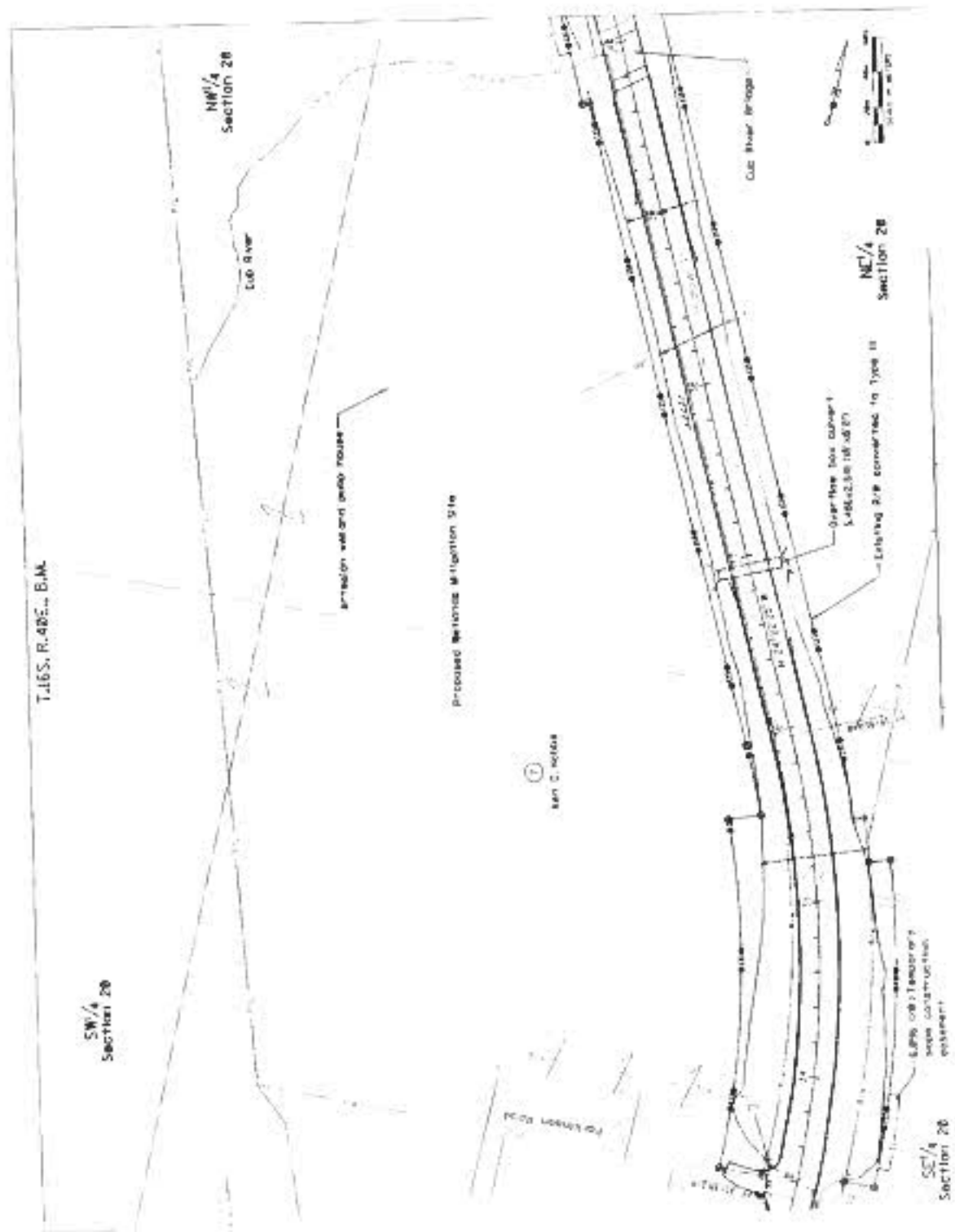
Picture 4

Photographer:
Eric Leonhardt



Timeline of historical events:

- 1945** **End of World War II** - The war ends with the surrender of Japan.
- 1949** **Founding of the People's Republic of China** - Mao Zedong declares the establishment of the PRC.
- 1954** **First Indochina War ends** - The Geneva Accords are signed, ending the conflict between France and Vietnam.
- 1957** **First Arab-Israeli War** - The 1948 Arab-Israeli War is also known as the First Arab-Israeli War.
- 1960** **Independence of India** - India gains independence from British rule.
- 1962** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1965** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1967** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1968** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1971** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1972** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1973** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1974** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1975** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1976** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1977** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1978** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1979** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1980** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1981** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1982** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1983** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1984** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1985** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1986** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1987** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1988** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1989** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1990** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1991** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1992** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1993** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1994** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1995** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1996** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1997** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1998** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 1999** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.
- 2000** **First Indo-Pakistani War** - The 1965 Indo-Pakistani War is also known as the First Indo-Pakistani War.



EXPLANATION, DESCRIPTION, AND SUMMATION OF REQUIREMENT

The subject was found to be of two estates: the land to the Ken Hobbs estate and the well to the Hobbs Brother estate. The requirement will be all of the subject 39.14 acre including the well for wetland mitigation associated with the project. There will be no remainder left to value. The value of the land estate was extracted from four market sales: two sales being agricultural land and two sales being tracts of land with Highway 91 frontage that were purchased for commercial or future commercial use. From these comparable sales, a value of \$3,000 per acre was concluded for the Ken Hobbs estate which includes perimeter fencing.

The acquisition of the well will impact other lands and operations of the Hobbs family beyond the 39.14 acre being acquired. Making the owners whole will require the well to be located to another site capable of producing 1.27 cubic feet of water per second. A cost estimate to reestablish the well was obtained based on cost estimates given by well driller Dustin Hartley, Utah Power & Light representative Randy Harris for electric service to the pump, and Marshall & Swift for the pump shed. A cost estimate for routing pipelines to the well have not be estimated. From these cost estimates, a value of \$211,328 was concluded for the Hobbs Brothers estate. The actual cost of replacing the well could be significantly more than the replacement estimate presented in this report due to the uncertainty of obtaining a replacement well equal to the well taken

EXPLANATION AND SUMMATION OF DAMAGE OR BENEFIT

Compensable Damages

The acquisition of the well will impact other lands and operations of the Hobbs family. It was found that the well belongs to the different estate than the 39.14 acres being acquired by the subject. Though the loss of the well could be considered a compensable damage as it supplies water to more than just the 39.14 acres being acquired, I have considered the well as an improvement to the land and presented a replacement cost estimate as part of the total acquisition.

No compensable damage is evident.

COMPENSABLE DAMAGES: \$0

Special Benefits

It is necessary to determine if, in addition to the acquisition of the subject real property, there is special benefit to the owner. In the State of Idaho, special benefits can offset compensable damages to the remainder, but not against the value of the real property taken. A definition of special benefits is:

Benefits deductible in ascertaining the amount of damages to be awarded in eminent domain, as resulting from the improvement for which land is taken and peculiar to condemnee's property or interest, not being shared by all the property in the vicinity.

Another definition is:

Benefits that accrue to property remaining after a partial taking.

And finally, a third definition is:

Value accruing to the remainder of a property by reason of acquisition by the state of a portion of such property where such value is special to said remainder and not enjoyed by the general public. Benefits may be special although other owners on the facility receive similar benefits.

Free and Associates

Special benefits are distinguished from general benefits - which are not allowed to offset compensable damages. Special benefits add to the (1) convenience, (2) accessibility, and (3) use of the remaining property as distinguished from benefits arising incidentally out of the improvement and enjoyed by the public generally. Evidence of a special benefit is shown by an increase in market value of the remaining tracts beyond the general advance in market value in the neighborhood of the project. The increase in market value of the remaining tract must be a direct result of the public project to be a special benefit.

No special benefits to the owner as a result of the project are evident.

SPECIAL BENEFITS: \$0

INDICATED COMPENSATION DUE PROPERTY OWNERS

Compensation to the Ken Hobbs estate and the Hobbs Brothers estate is presented in the following table

	Value of Requirement	
	Ken Hobbs Estate	Hobbs Brothers Estate
Value Before	\$117,420	\$211,328
Value After	0	0
<i>Difference</i>	\$117,420	\$211,328
<i>Damage</i>	0	0
Total	\$117,420	\$211,328

INDICATED REQUIREMENT COMPENSATION: \$328,748

Free and Associates

SUMMATION OF COMPENSATION

<i>Value of the whole, before acquisition:</i>				
Land: 39.14 Acre Parcel (39.14 acre @ \$3,000/acre)	\$117,420			
Improvements: well	211,328			
TOTAL			A	\$328,748
<i>Value of the part acquired, as part of the whole (before):</i>				
Land: 39.14 Acre Parcel (39.14 acre @ \$3,000/acre)	\$117,420			
Improvements: well	211,328			
TOTAL			B	\$328,748
<i>Value of the remainder, as part of the whole (before):</i>				
Land: None	\$0			
Improvements: None	0			
TOTAL		A-B=	C	\$0
<i>Value of the remainder after the acquisitions</i>				
Land: None	\$0			
Improvements: None	0			
TOTAL			D	\$0
<i>Damages to the remainder</i>				
a. Consequential	\$0			
b. Proximity	\$0			
TOTAL DAMAGES (no negative values)		C-D=	E	\$0
<i>Value of Easements and Cost to Cure</i>				
Permanent: None	\$0			
Temporary: None	0			
TOTAL VALUE OF EASEMENTS			F	\$0
TOTAL MARKET VALUE OF ACQUISITIONS		B+E+F=	G	\$328,748

GENERAL ASSUMPTIONS

This appraisal report has been made with the following general assumptions:

1. The legal description used in this report is assumed to be correct.
2. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.
3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and marketable, unless otherwise stated.
4. Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover such factors.
7. Full compliance with all applicable federal, state and local environmental regulations and laws is assumed unless noncompliance is stated, defined and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

GENERAL LIMITING CONDITIONS

The appraisal report has been made with the following general limiting conditions:

1. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
3. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
4. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.
5. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser nor any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, sales media or any other public means of communication without the prior written consent and approval of the appraiser.
6. Acceptance of and/or use of this appraisal report constitutes acceptance of the stated general assumptions and limiting conditions.
7. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may, or may not, be the market value of the component.

SPECIAL LIMITING CONDITIONS

1. The Liability of Free and Associates is limited to the client only and to the fee actually received by appraiser. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that in case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenant, or any other party), any and all awards, settlements of any type in such suit, regardless of outcome, client will hold appraiser completely harmless in any such action.
2. In this appraisal assignment, the existence of potentially hazardous material on or near the subject site and/or used in the construction or maintenance of any of the buildings, such as the presence of urea-formaldehyde foam insulation, and/or the existence of toxic waste, which may or may not be present on the property, was not observed by us, nor do I have any knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The existence of urea-formaldehyde foam insulation or other potentially hazardous waste material may have an effect on the value of the property. I urge the client to retain an expert in this field if desired.

QUALIFICATIONS OF APPRAISER

BRENT T. CLARK, MAI

Free and Associates
1100 East 6600 South, Suite 201
Salt Lake City, Utah 84121
(801) 262-3388

Education

Pocatello Public Schools
Higher Education

Graduate of Pocatello High School, 1968
Brigham Young University, Idaho State University -Bachelor
of Business Administration, 1975
Major: Accounting

Real Estate and Appraisal Courses

Successfully completed the following courses and exams sponsored by the Appraisal Institute

Real Estate Appraisal Principles	1985
Standards of Professional Practice	1987
Capitalization Theory & Techniques	1988
Capitalization Theory & Techniques	1989
Case Studies in Real Estate Valuation	1990
Writing Demonstration Reports	1990
Report Writing and Valuation Analysis	1991
Reviewing Appraisals	1992
Subdivision Analysis	1992
Standards of Professional Practice	1992
Appraising from Blueprints & Specs.	1993
Understanding Limited Appraisals	1994
Appraisal of Retail Properties	1995
The Appraiser's Complete Review	1996
Standards of Professional Practice	1997
Hotel/Motel Valuation	1998
Standards of Professional Practice	1999
Appraising in Limited Markets	1999
Appraisal of Non-Conforming Uses	2000
Eminent Domain for Attorneys and Appraisers	2000
Appraisals and Real Estate Lending	2001
Separating Real & Personal Property	2003

Successfully passed the following exam sponsored by the Appraisal Institute

Basic Valuation Procedures	1987
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Mr. Clark's Qualifications
Page 2

Other Appraisal Institute and Real Estate Appraisal Courses:

Uniform Standards of Professional Practice (USPAP, Utah Association of Appraisers)	1990
International Right-of-Way Association, Course 403, Easement Valuation	1996

Membership

Utah State Certified General Appraiser - License #CG00037458
Idaho State Certified General Appraiser - License #CGA-397
MAI (Member Appraisal Institute, professional designation from the Appraisal Institute - (Certification Number 10,564)

Work Experience

Free & Associates	Real Estate Appraiser and Consultant - April 1987 to present. Full time appraiser and consultant for commercial and industrial property, raw land, and multifamily projects.
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Art Busselman Jr., MAI Thousand Oaks, CA	Real Estate Appraiser - May 1986 to March 1987
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John S. McGowan, Inc. Woodland Hills, CA	Real Estate Appraiser - August 1986 to March 1987
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Third Judicial Court	Expert Witness - April 1994 Expert Witness - June 1999 Expert Witness - December 2000
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Appraisal Experience

Apartment Projects

North Park Village (121 Units), NSLC
Santa Fe (492 Units), SLC
University Park (12 Units), Provo
Y Mountain (223 Units), Provo
Roman Gardens (47 Units), Provo
Olympus (46 Units), SLC
Goldstone (228 Units), Clearfield
Sagecrest (208 Units), Elko, NV
Alpine Chalet (42 Units), Rexburg, ID
Sunrise Village (48 Units), Rexburg, ID

Sun Valley (430 Units), Layton
Chevy Chase (80 Units), Ogden
Morning Star (12 Units), SLC
College Terrace (72 Units), Provo
Centennial Apartments (76 Units), Provo
Crest Wood Apartments, Provo

Automobile Dealerships

Gus Paulos Chevrolet, SLC
Cline Dable Infiniti, SLC
Heritage Used Cars, SLC
Mark Miller Subaru, SLC

Mr. Clark's Qualifications

Page 3

Motels

Crystal Inn (Proposed 36 Room), Layton
Proposed 99 Room Hotel, SLC
Pioneer Hotel (29 Rooms), Elko, NV
Proposed 96 Room Hotel, SLC
Rodeway Inn (65 Rooms), Elko, NV
Ironhorse Motel (Proposed 62 Rooms), Ely, NV

Mobile Home Parks

Sage Hills Mobile Park II, Elko, NV
Shadow Ridge Estate, SLC
Cambridge Mobile Home Park, Clearfield
Country Club Mobile Estate, SLC
Country Meadows Mobile Home Park, Roy

Convenience Stores

Park City Marketplace, Park City
Crestview Convenience, Orem
Ironhorse Chevron Store, Ely, NV
Footlull Car Wash/Convenience, SLC
Texaco, Provo, Utah

Industrial Buildings

Beuhner Office/Warehouse, Murray
Consolidated Red-E-Mix, Orem
Fogle Red-E-Mix, SLC
Clark Tank Lines, SLC
Two Offices, SLC
Kibbie Co. Office/Warehouse, West Valley
55,000 SF Office/Warehouse, SLC
Thermex Energy Explosive Plant, Lchi
Small Office/Warehouse, SLC
250 Plymouth Office/Warehouse, SLC
Savage Industries Trucking, American Fork
Brems Machinery, SLC
Small Garage Building, SLC
Patio truck Sales, SLC
Cold Storage/Produce Facility, Idaho Falls, ID
Norton Fruit Cold Storage, SLC
Deseret Transport Facility, West Jordan
Lewis Brothers Stages and Bus Terminal, SLC
Sprinkler Work Office/Warehouse, Midvale
Specialty Supply Retail/Warehouse, SLC
Western Asphalt Paving Off/Whse, SLC

Cutie Pie Manufacturing Facility, SLC
Meyer Office/Warehouse, SLC
Extra Space Mini-Storage (561 Units), Orem
Bybee Self Storage (81 Units), SLC
Natter Manufacturing (150,770 sf), West Jordan
UPS Distribution Facility (145,069 sf) SLC
KJQN Radio Station, Ogden
Accuform Office/Warehouse, West Valley
ABT Services Office/Warehouse, West Jordan
Metal Fab Office/Warehouse, Orem
Bowles Packaging, SLC
Bowman Manufacturing Off./Warehouse, SLC
Christensen & Griffith Const. Co., Tooele
RPM Office/Warehouse, Sandy
BC Ice Manufacturing Building
Intermountain Dyeing Facility
Furst Construction Building
Stone Ground Bakery Office/Warehouse
Historical Arts Proposed Office/Warehouse
Performance Audio Retail/Warehouse Building
Weider Distribution 129,000 SF Proposed
Distribution Building
Codale Electric Proposed Office/Warehouse
Hafer's Inc. Retail/Warehouse Building
Bench Products Inc. Proposed Distribution
Industrial Instruments Office/Warehouse, SLC
McDonald Plumbing Retail/Warehouse, SLC
Alder's Office/Warehouse, Murray
Hercules High Technology Structure
Allstate Office/Warehouse Building
Vickers Proposed Heavy Manufacturing
Maxim's Nutricare Inc. Distribution Building
Proposed Mini-Storage Facility in Sandy, Utah
Bargain Office Distribution Building
Cal Wadsworth Office/Shop Building
Utah Cleaning Systems Office/Warehouse
Mooney Controls Proposed Office/Warehouse
Countertop Factory Office/Warehouse Building
Proposed Warehouse Only Building
Color Dynamics Proposed Building
Utah Disaster Cleanup Proposed Distribution
Dynatec/Tonto Drilling Industrial Facility
Office/Warehouse in North Salt Lake
Proposed Mini-Storage and Office/Warehouse

Mr. Clark's Qualifications
Page 4

Industrial Buildings - continued

Pier 84 Marine Retail/Warehouse Building
Bonnevile Equipment Proposed Office
/Warehouse Building
Catalina Manufacturing Building
Proposed Mini-Storage Facility in Layton, Utah
OMS Diesel Office/Warehouse
Metro Fellowship Office/Warehouse Building
Advise Audio Visual Off./Warehouse Building
Proposed Meldrum Scale Office/Warehouse
Messmer's Office/Warehouse Building
GS Foundaries Industrial, Ogden, Utah
E.N.U.F. Office/Warehouse Building
Videospection Office/Warehouse Building
Harrington Storage/Warehouse Building
Proposed Advance Precision Office/Warehouse
Custom Stainless Steel Fabrication Building
Codale Electric Proposed Distribution Building
Proposed 156,000 SF Distribution Building
IMS Steel Manufacturing Building
GFM Office/Warehouse
Proposed Barnes Bullets Manufacturing Bldg.
Barnes & Sons Office/Warehouse,
American Fork, Utah
R & M Manufacturing, Lindon, Utah
Stonemaster Office/Warehouse, Bountiful, Utah
Proposed Interwest Construction Off./Whse
Furst Construction Office/Warehouse Facility
Atlas Steel Facility, Provo, Utah
Ace Rents Office/Warehouse, Provo, Utah
Proposed National Tank & Monitoring
Proposed Dick Simon Trucking Facility

Other

West Valley City/Hercules purchase of approximately 700 acres raw land in various locations in West Valley City
Avigation Easements for Ogden City Airport
Variety of raw land, small retail buildings, strip commercial shopping centers, grocery stores, restaurants, pad sites, residential subdivisions, eminent domain, and partial taking
The Egyptian Theater, Ogden

Office Buildings

1405 East 2100 South, SLC
1043 East 900 South, SLC
High Tech Dental Lab, SLC
Hollywood Beauty College, SLC
KRGO (KZQQ) Radio Station, SLC
Jefferson Institute, Springville
Utah Girl Scout Office Building, SLC
380 West 800 South, SLC
Centralarm, SLC
870 East 3900 South, SLC
31 Office Condos, SLC
Youth Care Inc., Draper
Market Street Office Condos, SLC
1 Medical Office Condo, SLC
Transcript Publishing, Tooele
Proposed Medical Office, Ogden
Harrington & Co., SLC
KIQN Radio Station, Ogden
Transwestern Insurance, SLC

Mr. Clark's Qualifications
Page 5

Partial List of Clients Served

Zions First National Bank
First Interstate Bank
First Security Bank
Olympus Bank
First Security Financial
CrossLand Mortgage
Sandia Federal Savings
MountainWest Savings
Home Savings and Loan
R. C. Temme Corporation
Federal Deposit Insurance Corporation
Sandy City
GMAC
Federal Savings & Loan Insurance
Pima Savings
Corporation - FSLIC
West One Bank
Utah Department of Transportation
CrossLand Savings
ABN AMRO

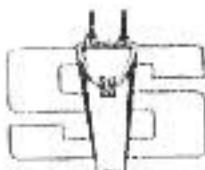
Salt Lake City Airport Authority
Government Services Administration
Resolution Trust Corporation (RTC)
Chrysler First Business Credit
Great Western Thrift
Woodbury Corporation
Ogden City Redevelopment
Draper City
Small Business Administration
Cache Mortgage
Hercules, Inc.
Arco Oil Company
West Valley City
Westlake Thrift & Loan
Western Mortgage
Guardian State Bank
Utah Power & Light
Valley Bank & Trust
GE Capital
Southern Pacific Savings and Loan

Bank One, Utah
Bank One, Arizona
US Bank
Key Bank of Utah
Local Builders, Attorneys and
Developers
Draper Bank
Salt Lake County
Brighton Bank
Bank of Utah
Bank of Holladay
Far West Bank of Utah
Capital City Bank
Bank of American Fork
Wasatch Bank
City of West Jordan
US Bancorp
Heber Valley National Bank
Community First National Bank
Wells Fargo Bank
Celtic Bank

ADDENDUM

COMMITMENT FOR TITLE INSURANCE
ISSUED BY

PROJECT NO. STP-1490(106)
KEY NO. 7750
PROJECT PARCEL NO. 7



Security of Commerce

COPY

STEWART TITLE[®]
GUARANTY COMPANY

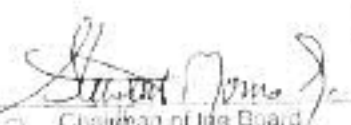
STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

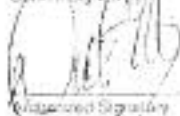
This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.


Chairman of the Board

Countersigned by


Authorized Signatory

NORTHERN TITLE COMPANY OF IDAHO
Company

17 EAST ONEIDA STREET - PRESTON, ID 83101
City, State

Delivered to: STATE OF IDAHO TRANSPORTATION DEPARTMENT
Attention: ANDREW B. WHITE

STEWART TITLE[®]
GUARANTY COMPANY




President

Closing/Escrow inquiries to:
DOAK TULLER, ESCROW
OFFICER
All inquiries regarding this report
should be directed to:
DOAK TULLER, TITLE OFFICER

SCHEDULE A

Order No: NTE-1689-7

1. Effective Date: July 12, 2001 @ 5:00 PM
2. Policy or policies to be issued:

A. ALTA Owner's

Standard Coverage

Proposed Insured: STATE OF IDAHO TRANSPORTATION DEPARTMENT

Amount: TO BE DETERMINED
Premium: \$50.00

B. ALTA Loan

Coverage

Proposed Insured:

Amount: \$0.00
Premium: \$0.00

C. Endorsements \$0.00

3. The estate or interest in the land described in the Commitment and covered hereby is:
FEE SIMPLE
4. Title to the estate or interest referred to herein is at the effective date hereof vested in:
KEND HOBBS and SHARON HOBBS, HUSBAND AND WIFE
5. The land referred to in this Commitment is in the State of IDAHO, County of FRANKLIN and is
described as follows:
See Attached Exhibit "A"

PROPERTY ADDRESS: FRANKLIN COUNTY, ID

"EXHIBIT A"

TOWNSHIP 16 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY IDAHO
SECTION 20: COMMENCING AT A POINT WHICH IS 1540 FEET NORTH AND 275 FEET EAST AND NORTH
19°21' WEST 210 FEET AND NORTH 46° WEST 88 FEET FROM THE SOUTH QUARTER CORNER OF
SECTION 10, THE TRUE POINT OF BEGINNING; THENCE NORTH 16°31' WEST 1250 FEET, MORE OR LESS,
TO NORTH SIDE OF OLD MILL RACE; RUNNING THENCE NORTHEASTERLY ALONG CUB RIVER TO U.S.
HIGHWAY 91; THENCE SOUTHEASTERLY ALONG SAID HIGHWAY 130 RODS TO OLD U.S. HIGHWAY
RIGHT-OF-WAY; THENCE WEST 54 RODS, MORE OR LESS, TO THE TRUE POINT OF BEGINNING. (3850.00)

SCHEDULE B - SECTION 1

Order No. NTF-1689-7

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

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record fee value the estate or interest or mortgage therein covered by this Commitment.

B. General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.*
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.*
- (3) Easements, or claims of easements, not shown by the public records.*
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
- (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.*
- (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.*

*Paragraphs 1, 2, 3, 4, 5, and 6 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section 2.

C. Special Exceptions:

(See Schedule B Section 2 beginning on the next page)

SCHEDULE B - SECTION 2

Order No. NTF-1689-7

SPECIAL EXCEPTIONS:

1. Taxes for the year 2002 are now a lien, not yet due or payable.
Taxes for the year 2001 are delinquent in the amount of \$63.90 plus interest, penalty and costs.
Taxes for the year 2000 are delinquent in the amount of \$57.96 plus interest, penalty and costs.
Taxes for the year 1999 are delinquent in the amount of \$56.66 plus interest, penalty and costs.
Tax Serial No. 3850.00
2. Said property is included within the taxing assessment district of FRANKLIN COUNTY and may be subject to the charges and assessments thereof. (Charges are current according to the information available from the county records.)
3. Subject to all existing roads, streets, alleys, fences, ditches, reservoirs, utilities, canals, pipelines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
4. EASEMENT AND RIGHT OF WAY ALONG THE EAST LINE OF SAID PARCEL FOR STATE HIGHWAY
5. 100 FOOT RAILROAD RIGHT OF WAY ALONG THE WEST LINE OF SAID PARCEL
6. MORTGAGE
Mortgagor: KEN D. HOBBS and SHARON HOBBS, HUSBAND AND WIFE
Mortgagee: EASTERN IDAHO AGRICULTURAL CREDIT ASSOCIATION
Amount: \$399,540.00
Date: JUNE 9, 1997
Recorded: JUNE 18, 1997
Entry No.: 199325
7. LIS PENDENS
Plaintiff: IDAHO AGRICULTURAL CREDIT ASSOCIATION, A FEDERALLY CHARTERED CORPORATION
Defendant: KEN D. HOBBS; SHARON HOBBS, UNITED STATES OF AMERICA ACTING BY AND THROUGH THE INTERNAL REVENUE SERVICE; RICHARD B. BYREM, FRANKLIN COUNTY GRAIN GROWERS, INC., DOES 1 THROUGH 10
Date: MARCH 22, 2001
Recorded: MARCH 23, 2001
Entry No.: 212644

(Continued)

SCHEDULE B - SECTION 2

Order No. NTF-1589-7

SPECIAL EXCEPTIONS CONTINUED:

NOTE: In the event this transaction fails to close, a cancellation fee may be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Idaho



H. Carter

[illegible]

Z 4

180477 1-4

Recorded at the request of

P. A. Hobbs P. A.

WARRANTY DEED

am. OCT 10 1989 1:00 pm

LAPASE COUNTY, IDAHO

By W. Shepherd Deputy
FRANKLIN COUNTY, IDAHO

FOR VALUE RECEIVED

BOB A. HOBBS and IRMA V. HOBBS, husband and wife

do hereby grant, bargain, sell and convey unto

KEY D HOBBS

whose current address is

312 Parkinson Road
Franklin, ID 83237the Grantee, the following described premises, in Franklin County, Idaho, to
wit:

See Exhibit "A" attached hereto

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: September 29, 1989

Bob A. Hobbs
BOB A. HOBBS

Irma V. Hobbs
IRMA V. HOBBS

STATE OF IDAHO

County of Franklin

On this 29th day of September, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared BOB A. HOBBS and IRMA V. HOBBS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Steven P. Fuller
NOTARY PUBLIC for State of Idaho
Residing at: Pocatello, ID
Comm. Expires: 2/19/93

(4-02)

**PROPERTY OWNER
ADVICE OF RIGHTS FORM**

In accordance with Idaho Code 7-711A, 7-711, and 54-4105(5)

(1) The State of Idaho, Idaho Transportation Department, by and through the Idaho Transportation Board, (State) has the power under the constitution and the laws of the state of Idaho and the United States to take private property for public use. This power is generally referred to as the power of "eminent domain" or condemnation. The power can only be exercised when:

- a) The property is needed for a public use authorized by Idaho law;
- b) The taking of the property is necessary to such use;
- c) The taking must be located in the manner which will be most compatible with the greatest public good and the least private injury.

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

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

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

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

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

(7) The State shall deliver to the owner, upon request, a copy of all appraisal reports concerning the owner's property prepared by the State. Once a complaint for condemnation is filed, the Idaho rules of civil procedure control the disclosure of appraisals.

(8) In some cases authorized by Idaho Code a value estimate can be substituted for an appraisal. A value estimate is an accepted and legally approved method to value property when the compensation for the requirement is \$10,000 or less. All value estimates are reviewed and approved by an Idaho certified general real estate appraiser. A value estimate must be provided to an owner. If an owner does not accept a value estimate, he is entitled to an appraisal by an agent of the Idaho Transportation Department. Requests for an appraisal in lieu of a value estimate should be submitted to the Idaho Transportation Department within 35

days of receipt of this notice and sent to: Idaho Transportation Department, Right of Way Section, Attn: Appraisal Coordinator, P.O. Box 7129, Boise, Idaho 83707.

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

(10) The form contemplated by this section shall be deemed delivered by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the county assessor as the owner of the property. A second copy will be attached to the appraisal at the time it is delivered to the owner.

(11) If the State desires to acquire property pursuant to this chapter, the State or any of its agents or employees shall not give the owner any timing deadline as to when the owner must respond to the initial offer which is less than thirty (30) days. A violation of the provisions of this subsection shall render any action pursuant to this chapter null and void.

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

(13) If a business has been in existence for five years or more and is owned by a party whose lands are being condemned and the business is located on those lands or upon adjoining lands owned or held by the same party, then the owner of the business may be entitled to damages to the business. (A tenant, business owner does not qualify.) A business owner has the right to consult with an attorney.

The business owner has the burden of making a claim by sending it certified mail return receipt requested to the Idaho Transportation Department, Legal Section, P.O. Box 7129, Boise, Idaho 83703 no later than 90 days after service of the summons and complaint for condemnation on the property owner. The business damages claim must be clearly segregated from a claim for property damages and cannot duplicate damages paid for land or for severance damages. The business owner, a CPA, or a business damage expert, must prepare the claim. The claim must include an explanation of the nature, extent and monetary amount of damages and be supported by copies of federal and state income tax returns, state sales tax returns, balance sheets, profit and loss statements and any other records relied upon for five preceding years.

No business damages will be awarded if the loss can reasonably be prevented by a relocation of the business or by taking steps that a reasonably prudent person would take. No business damages will be paid for temporary business interruption due to construction.

A S S E S S M E N T I N Q U I R Y
C O U N T Y O F F R A N K L I N

PARCEL #: 3850.00 STATUS CODE: A CODE AREA 3 TAX ROLL: 1

YR ASSD: 1998 STATE #:

HOME EX(Y/N): N BANKRUPT(Y/N): N
HOME OVER-RIDE:

HOBBS, KEN D.
312 PARKINSON ROAD
PO BOX 65
FRANKLIN, IDAHO 83237-0065

TN 21
20-16-40

INST # 180477

N. AREA:

STREET # STREET NAME CD

CATEGORY	CLASS	ACTUAL AGE	CONDITION G.A.P	ACRES	LAST YR MARKET	CURRENT MARKET
3				31.00	3,875	3,875
19				2.00		

TOTALS: 33.00 3,875 3,875

A S S E S S M E N T I N Q U I R Y
C O U N T Y O F F R A N K L I N

PARCEL #: 2921.01 STATUS CODE: A CODE AREA 7 TAX ROLL: 1

YR ASSD: 2001 STATE #: HOME EX(Y/N): Y BANKRUPT(Y/N): N
HOME OVER-RIDE:

HOEBS, KEN D. ---ETUX
4087 SOUTH PARKINSON ROAD
FRANKLIN, IDAHO 83237

TN-44
20-16-40
PLAT # 146
INST # 180476,212844

STREET # STREET NAME CD

N. AREA:

CATEGORY	CLASS	ACTUAL AGE	CONDITION G,A,P	ACRES	LAST YR MARKET	CURRENT MARKET
12				.42	14,700	14,700
34	1	1938	1		24,100	24,100

TOTALS: .42 38,800 38,800

Hartley Well Drilling
5227 E. Cub River Rd.
Preston, Id 83263
208-852-2636
435-757-3553

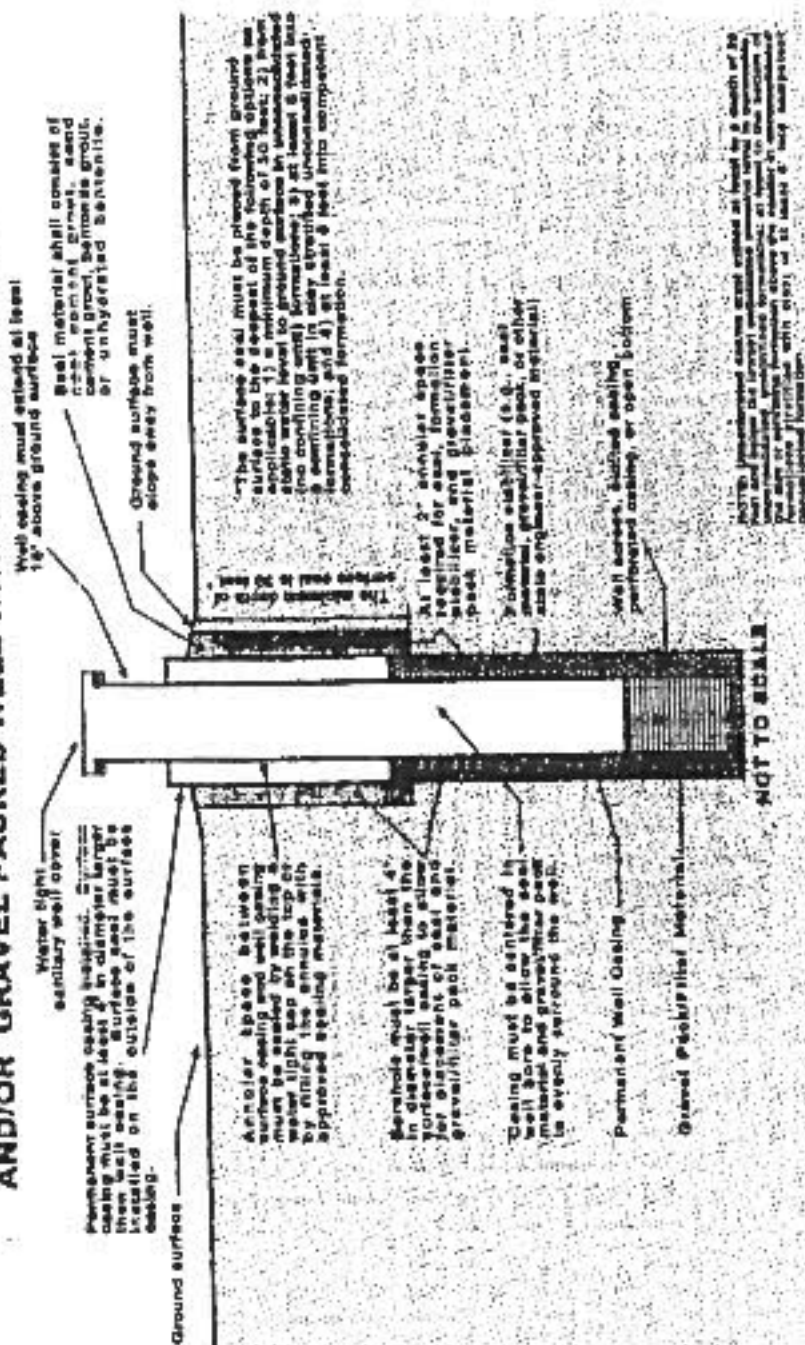
Bid for Hobbs Irrigation Well

Well will be constructed as follows from start to finish.

Well will be drilled to an estimated depth of 400 feet using steel casing .250 wall of 18" in diameter after casing has been advanced through the aquifers to an estimated depth of 400 feet. We will use what is called the pull back method which is setting a series of pipe and stainless steel screen of 14" diameter on the inside of the 18" casing leaving a 2" annular space for sand pack, stainless steel centralizers will be used every 10 feet between 14" and 18" casing/screen, once screen has been set to the bottom of the hole, the 18" casing will be extracted by means of hydraulic jacks and simultaneously we will be placing a sand pack between screen and formation as outer casing is being extracted, thus exposing the screen and sand pack to the natural formation and aquifers. Slot size of screen and the exact placement of the screen will be determined after the initial 18" hole has been drilled. Finished well diameter will be 14" this bid includes up to 200 feet of stainless steel screen. Estimated time to drill well will be 60 to 90 days. Hartley Well Drilling does not guarantee water quality or volume, but will do to the best of our ability to Seal out any bad water or poor aquifers. Enclosed with this bid is a copy of a standard contract for drilling a well, approximately half down will be required before construction of well starts, then balance will be paid in full when project is completed. This bid also includes an \$10,000.00 well abandonment of old well which is required by the State of Idaho.

Bid price for construction on well \$175,000

FIGURE 3. TYPICAL CONSTRUCTION OF AN OVERSIZED AND/OR GRAVEL PACKED WELL WITH SURFACE CASING



IMPORTANT

Instructions for Use of NGWA STANDARD FORM CONTRACT

1. This agreement is a "standard form" agreement and has been designed to apply to most well drilling and repair situations. However, it cannot apply to all situations and comply with all laws of the 50 states. As a consequence, before using this contract, consult your attorney. In addition, it may be necessary for other specific contract variations. The National Ground Water Association and its agents disclaim any and all liability for any damages caused by the use of this standard form contract.

2. This contract should not be used in installment payment transactions where credit has been extended to your customer. Use it only where the customer's obligation is to pay cash upon termination of your work. (If you do use this contract for a credit transaction, you will be violating numerous State and Federal laws, which carry severe penalties.)

3. Be as specific as possible in filling in the legal description of the property where the work is going to occur. This is especially necessary to aid your attorney in filing for a lien. If you have doubts about the legal description, consult your attorney.

4. Make sure that your customer has proper authority to contract for the work. This could be of particular importance when you are dealing with a renter.

5. The agreement refers to security interests (a type of lien) on the personal property you install and to mechanic's liens on the real estate where you work. Specific steps must be taken within specific time limits to obtain these liens. You should always consult your attorney prior to the commencement of a job as to the proper way to obtain a lien, if one becomes necessary. Time limitations are of critical importance under all state laws.

6. The law regarding warranties on the materials and equipment you sell is constantly changing. Generally, the trend is to hold you responsible for the merchandise, regardless of the fact that you did not manufacture it. You should discuss "products liability" insurance and other proper insurance coverages with your insurance agent and it is suggested that you discuss warranties with your attorney. In particular you should be aware that the Magnuson-Moss Warranty—Federal Trade Commission Improvement Act—governs the labeling of warranties of consumer goods. Unless your warranty meets the minimum standards for full warranties provided in the Act, it must be conspicuously designated a "limited warranty."

7. You and the customer should each sign two copies of the agreement, with you retaining a copy and the customer retaining a copy. It will be very important for you to have a signed copy in the event a dispute occurs.

National Ground Water Association STANDARD FORM DRILLING CONTRACT

This agreement made and entered into this _____ day of _____, 19____
by and between _____ of _____ (Drilling Contractor)
and _____ of _____ (Purchaser).

WITNESSETH:

A. TERMS OF THE AGREEMENT

1. The Purchaser hereby engages and employs the Drilling Contractor who agrees for and in consideration of the terms, provisions, conditions and agreements herein contained, and for the price herein listed for the work specified, to attempt to drill a well (wells) on that certain land owned by or under the legal control of the Purchaser. The legal description of the property where the work will occur is:

2. The said well shall be specifically located as follows:

3. The minimum depth of the well shall be _____ feet as specified in Part B of this Agreement except as hereinafter set forth in this paragraph. This Agreement will be considered complete when:

- Sufficient water is obtained, or;
- Purchaser requests that drilling be stopped, or;
- The Drilling Contractor has drilled to a maximum depth of _____ feet, or;
- At the discretion of the Drilling Contractor, if he feels that continuation of drilling operations would be impractical.

Upon reaching the well's maximum depth or at any time prior as set forth in a through d above, Drilling Contractor shall stop drilling and remove his casing materials and property and be entitled to _____ as compensation.

4. The well will be terminated at or above the top of the ground in compliance with State regulations with casing of _____ size made of _____ material. The nominal diameter of the well shall be as follows:

5. Purchaser hereby grants Drilling Contractor a security interest in the materials and equipment furnished by the Drilling Contractor, to secure payment of all money when due, and agrees that Drilling

Contractor has all remedies provided by law in the event of the Purchaser's default on payment. Purchaser agrees that all pumps and equipment remain personal property and do not become fixtures.

6. The Drilling Contractor:

- a. Is an independent contractor and not an employee or agent of Purchaser.
- b. Shall determine the time, manner, means and method of doing the work.
- c. Shall furnish all labor, tools and machinery necessary to carry out his part of this contract, and shall prosecute the work under this contract diligently and in good workmanlike manner.
- d. Agrees that the Purchaser will not be responsible in case of any accident or injury to persons or employees in connection with the drilling operations, and further agrees to carry the necessary insurance to cover such situations.
- e. Agrees to save the Purchaser harmless from any and all liens for material and labor supplied by the Drilling Contractor.
- f. Agrees to keep an accurate record of the character of all strata passed through in the drilling, of water levels, of casing used, of perforations made (if any), and of the size and location of any and all other materials and equipment installed, and to furnish the Purchaser with a copy of same upon completion.
- g. Warrants that the well (wells) shall be serviceably straight, round, all within generally accepted tolerances, and of full size, so as to allow the installation and operation of pumping equipment designed for a hole of that nominal diameter. The pump and other equipment installed by Drilling Contractor are covered by manufacturer's warranties which are supplied to Purchaser both before sale and at the time of installation and Drilling Contractor makes no warranties upon such equipment. Drilling Contractor makes no other representations or warranties other than as set forth in writing in this contract.

7. The Purchaser:

- a. Hereby warrants that he has full right and authority to enter into this contract and to authorize the Drilling Contractor to drill upon the above described land.
- b. Does hereby grant to the Drilling Contractor, his officers, agents and employees, full right to ingress and egress to and from said previously described land for the purpose of performing this contract and doing such acts incidental thereto as may reasonably be necessary in connection with such performance.
- c. Will provide, at no charge to the Drilling Contractor, such space at the drill site and its proximity, as the Drilling Contractor may desire for pits, dumps, machinery, and the storage of material and equipment which may be required under this contract, and save the Drilling Contractor harmless in the event of accidental damage to crops, buildings, trees, fences, walks or any other property upon or adjacent to such site.
- d. Hereby permits the Drilling Contractor to dump all drill cuttings, water and debris taken out of the hole during the progress of the work, around and about the drill site at such places and in such manner as the Drilling Contractor may choose and the Drilling Contractor shall not be called upon to remove the same until completion of the well.
- e. Hereby takes full responsibility for selecting the exact site of the drilling. Should it occur that the earth conditions will not reasonably permit drilling of a hole in the spot picked by the owner or picked by the owner in conjunction with the Drilling Contractor, and the Drilling Contractor finds it necessary to make a move due to the earth conditions, the price shall be at the same rate as herein mentioned for the first hole, plus the full price for the new location and the hole. The move shall be treated as a new hole for all purposes. The Drilling Contractor shall make such suggestions as he deems pertinent to location from the viewpoint of sanitation concerns and to be in compliance with respect to State Health Department rules, regulations or recommendations. Any statements made by Drilling Contractor are recommendations and suggestions only and shall not be construed as representations as to where the hole should be drilled.
- f. Hereby agrees that the Drilling Contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereinabove provided, have the right and permission to go upon the premises without guilt of trespass and reclaim and recover any materials installed by the Drilling Contractor in the hole, including casing. It is specifically agreed that casing and all other materials installed in the hole by the Drilling Contractor shall be deemed personal property unattached to the realty until fully paid for as herein provided.
- g. Other—

8. It is Understood and Agreed by Both Parties:

a. That neither can tell exactly what will be found underneath the surface of the earth and that the work of the Drilling Contractor hereunder is subject to those conditions which he may find underneath the surface; therefore:

i. The Drilling Contractor does not agree to find or develop water, nor does he represent, warrant or guarantee the quantity, quality, or kind of water, if any, which may be encountered. All operations are at the risk of the Purchaser and failure to strike water shall in no way release the Purchaser from payment of the full contract price.

ii. The Drilling Contractor shall drill the hole (holes) with the diameter and casing sizes as specified previously as long as such a program remains practicable considering the nature of the material being drilled. When, in the opinion of the Drilling Contractor, it becomes impractical to proceed as specified, he may proceed with the drilling using the smaller size hole diameter and casing size most practicable to be used. If the Purchaser deems it impractical for his purposes and orders the Drilling Contractor to discontinue all drilling operations or if the Drilling Contractor deems that it is impractical to continue, work shall cease and Drilling Contractor shall be paid for all work performed according to the terms of this Agreement. The drilling price shall remain the same as for the specified size, unless otherwise herein specifically provided.

iii. The Drilling Contractor shall not be liable for any damage arising out of any delay or failure due to the hazards of drilling, but in the event of unreasonable delay or failure, this contract may be terminated by the Purchaser, upon payment to the Drilling Contractor for all drilling done and materials installed.

b. That the starting date shall be _____. This date is an approximate date only, it being agreed that if the drilling equipment necessary for the work herein contemplated is, without fault of the Drilling Contractor, detained on other jobs, then the Drilling Contractor shall not be responsible or liable to the Purchaser for any damages of any nature occasioned by any delay in commencing performance hereunder. In the event the commencement of performance by the Drilling Contractor is so delayed for a period of thirty (30) days, the Purchaser may, at his option, terminate this contract by giving written notice to the Drilling Contractor on the day next succeeding the last day of the aforesaid period, and neither party shall in such event be liable to the other for any damages of any nature whatsoever.

c. That if the performance of any of the Drilling Contractor's obligations hereunder is materially hampered, interrupted, delayed, or interfered with by reason of fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war (whether declared or undeclared), act of God or by the enactment of any Municipal, State or Federal Ordinance or Law, or by the issuance of any executive or judicial order or decree, whether Municipal, State or Federal, or by any other legally constituted public authority, or by any other cause beyond the reasonable control of the Drilling Contractor, then during the continuance of any such event, the Drilling Contractor, at his sole option, shall be relieved of the performance of his obligations hereunder.

d. That this Agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties respectively.

e. That this instrument contains the entire agreement between the parties hereto and that no warranty, expressed or implied, representation, promise, statement or inducement made by either party hereto or by any agent or employee of either party, which is not contained in this written Agreement shall be binding or valid.

f. Notice to Purchaser: You are entitled to a copy of the contract you sign.

WORK AND ESTIMATED PRICE

Well and pump permit \$ _____

1. Well drilling--- estimated depth _____ feet at \$ _____ per foot \$ _____

Well casing of _____ size, estimated length _____ feet at \$ _____ per foot \$ _____

Well screen and installation \$ _____

Perforations \$ _____

Well developing and surging \$ _____

Well acidization \$ _____

Well disinfection \$ _____

Chemical and bacteriological laboratory tests \$ _____

Pump and installation \$ _____

Repairs \$ _____

Labor (additional labor may be agreed upon between the parties
at the hourly rate of \$ _____ per _____) \$ _____

Other skilled trades \$ _____

4. Mobilization and demobilization \$ _____

Estimated sales tax \$ _____

6. Total estimated cash price (final price depends upon actual depth) \$ _____

Down payment 50% down of estimated depth before starting \$ _____

Estimated balance due, on completion \$ _____

Interest at the rate of 21% per annum is due upon all amounts not paid within 30 days after the
invoice is rendered.

Witness_____
Drilling Contractor_____
Witness_____
Purchaser

Hartley Well Drilling
5227 E Cub River Rd.
Preston, Id 83263
208-852-2636
435-757-3553

Bid for Hobbs Pump system

6" 240 GPM Pump End	\$2390.00
6" Submersible 20 Horse motor	\$2763.00
Control Box with Disconnect	\$1700.00
8 Signature 2000 SR119-35 Pressure Tanks	\$7032.00
4" Galvanized Drop Pipe approx. 300 ft.	
With threaded couplings	\$5544.00
#2 Submersible wire 4 wire	\$1632.00
4" Brass Check Valve	\$ 300.00
Cycle Stop Valve, Pressure switch	\$ 650.00
8 Tank-Tee's and Misc. fittings	\$ 420.00
Water Tight Well cap	\$ 275.00
Labor and Installation	\$ 1500.00

TOTAL \$24,206.00

This bid does not include trenching, water lines from pump house to main line, new pump house, power lines to be brought in, or meter box.

Water Right Report

Page 1 of 3

Close

IDAHIO DEPARTMENT OF WATER RESOURCES Water Right Report

04/30/2003

WATER RIGHT NO. 13-2236

Owner Type	Name and Address
Current Owner	HOBBS BROTHERS FRANKLIN, ID 83237

Priority Date: 09/22/1961

Basis: License

Status: Active

1.27 CFS = 9,5003 Gallons
0.42 CFS = 3,1418 Gallons
332.5 = 108,346 250 Gallons
24 = 7,820 481 Gallons

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	11/01	1.27 CFS	332.5 AFA
STOCKWATER	1/01	12/31	0.42 CFS	24 AFA
Total Diversion			1.27 CFS	356.5 AFA

Water Right Report

Location of Point(s) of Diversion:

GROUND WATER [SWNE] [Sec. 20] [Township 16S] [Range 40E] [FRANKLIN County]

Licensed Diversion Capacity: 1.27

Place(s) of use:

Place of Use Legal Description: IRRIGATION FRANKLIN County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
16S	40E	20		SWNE	17		NWNW	4		SENE	23			
				NENW	24									
				NESW	7									
				NWSE	20									

Place of Use Legal Description: STOCKWATER FRANKLIN County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
16S	40E	20		NENW			SENE							

Total Acres: 95

Dates:

Licensed Date: 04/04/1978

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

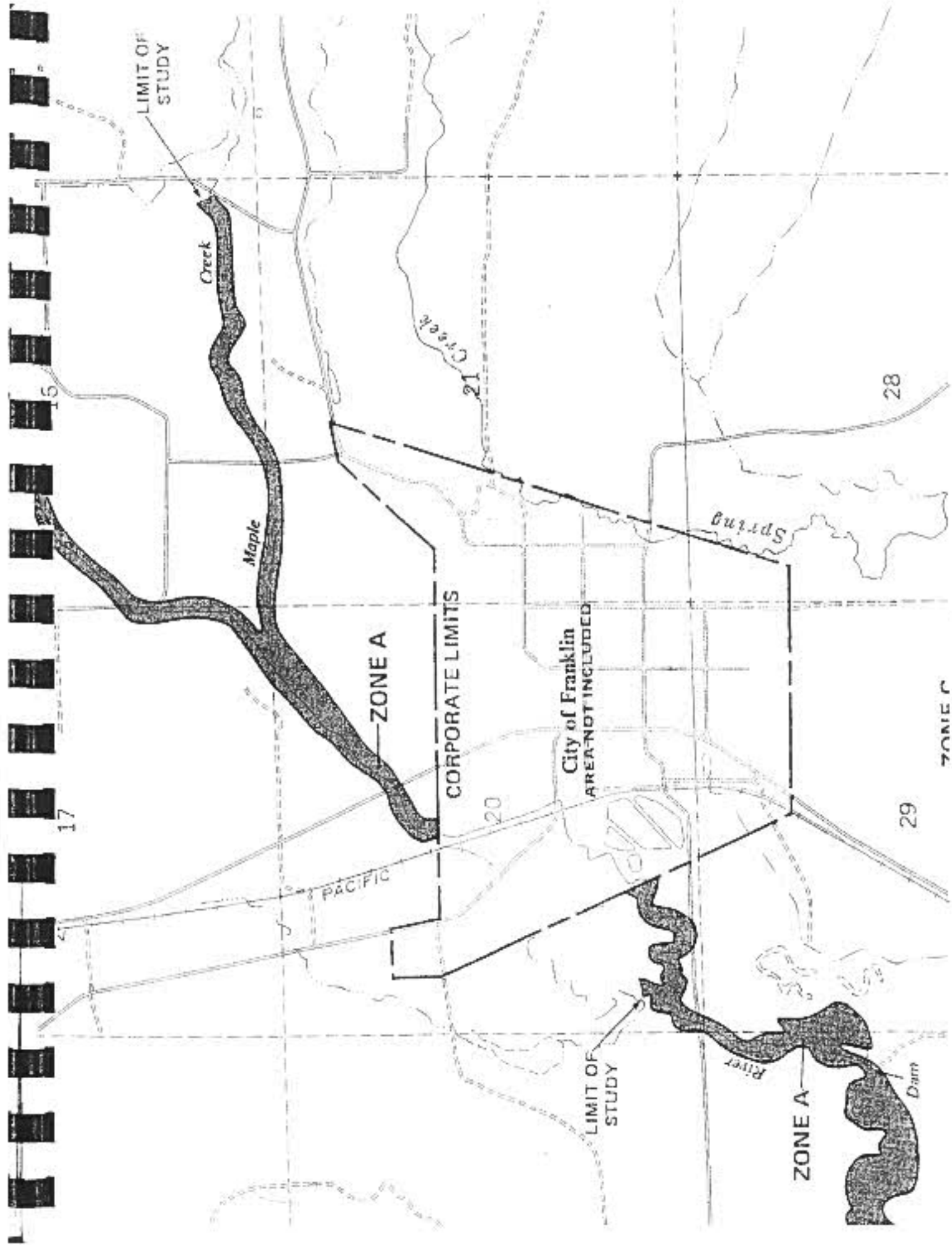
Water Right Report

Permit Approved Date:
 Permit Moratorium Expiration Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Water Supply Bank Enrollment Date Accepted:
 Water Supply Bank Enrollment Date Removed:
 Application Received Date:
 Protest Deadline Date:
 Number of Protests: 0

Other Information:

State or Federal:
 Owner Name Connector:
 Water District Number:
 Generic Max Rate per Acre:
 Generic Max Volume per Acre:
 Civil Case Number:
 Old Case Number:
 Decree Plaintiff:
 Decree Defendant:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Cary Act Number:
 Mitigation Plan: False

Close



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

FRANKLIN COUNTY,
IDAHO
(UNINCORPORATED AREAS)

PANEL 425 OF 475

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
160060 0425 A

EFFECTIVE DATE:
AUGUST 19, 1985



Federal Emergency Management Agency

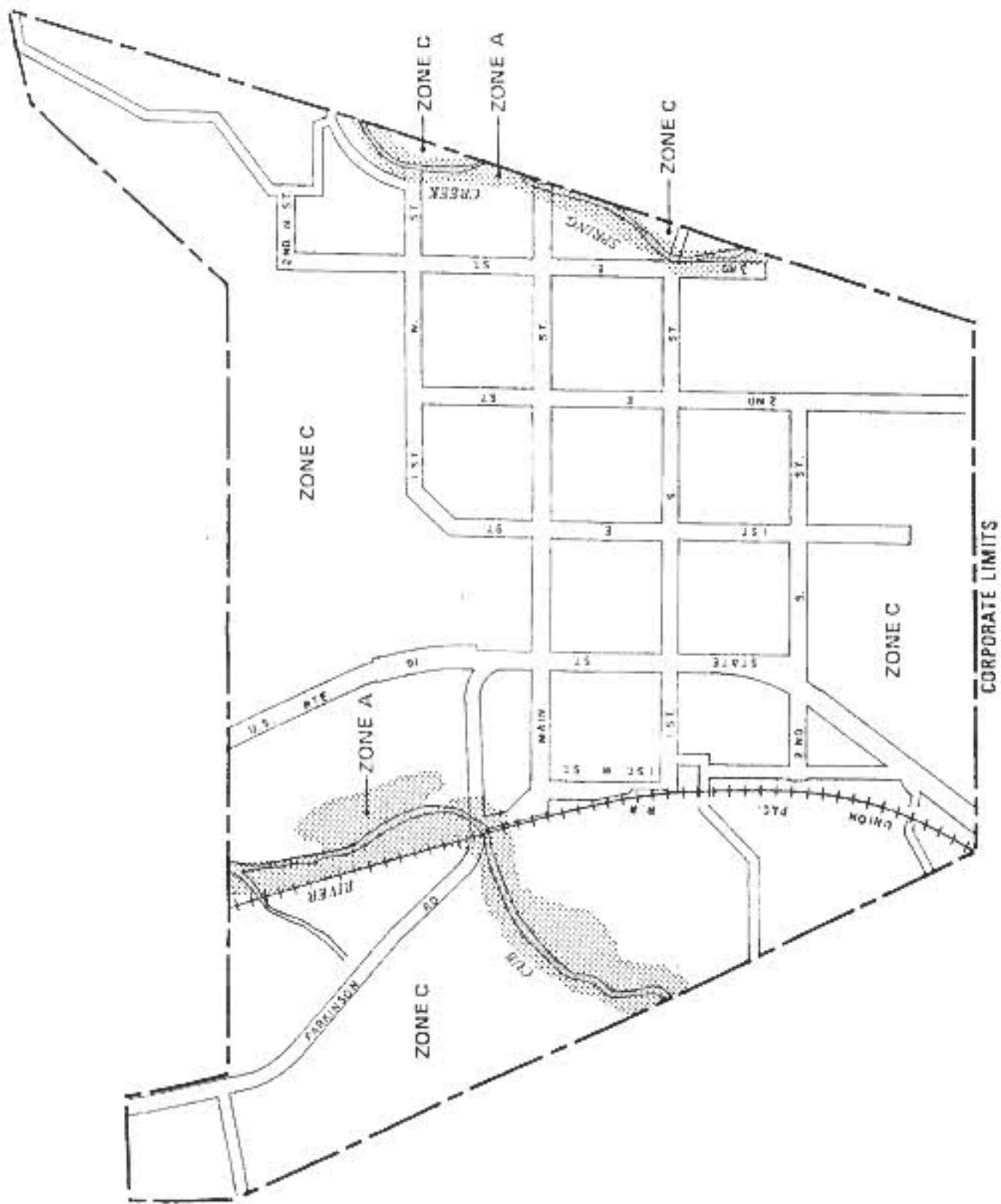
KEY TO MAP

500-Year Flood Boundary	—
100-Year Flood Boundary	—
Zone Designations	
100-Year Flood Boundary	—
500-Year Flood Boundary	—
Base Flood Elevation Line With Elevation in Feet**	—513—
Base Flood Elevation in Feet Where Uniform Within Zone**	(SL 697)
Elevation Reference Mark	RM7x
Zone B Boundary	—
River Mile	•M1.5

**Referenced to the National Geodetic Vertical Datum of 1929

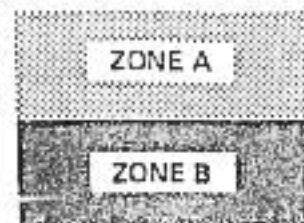
EXPLANATION OF ZONE DESIGNATIONS

ZONE	EXPLANATION
A	Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
A0	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
AH	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
A1-A30	Areas of 100-year flood; base flood elevations and flood hazard factors determined.
A99	Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
B	Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile, or area is protected by levee from the base flood. (Medium shading)
C	Areas of minimal flooding. (No shading)
D	Areas of undetermined, but possible, flood hazards.
V	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
VE-V30	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.



KEY TO MAP

SPECIAL FLOOD HAZARD
AREA



Base Flood Elevation Line
With Elevation in Feet**

513

Base Flood Elevation in Feet
Where Uniform Within Zone**

(EL 987)

Elevation Reference Mark

RM7x

Zone D Boundary

River Mile

•M1.5

** Referenced to the National Geodetic Vertical Datum of 1929

EXPLANATION OF ZONE DESIGNATIONS

ZONE	EXPLANATION
A	Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
A0	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
A11	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
A1-A30	Areas of 100-year flood; base flood elevations and flood hazard factors determined.
A99	Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
B	Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
C	Areas of minimal flooding (No shading)
D	Areas of undetermined, but possible, flood hazards.
V	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
VI-V30	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.

NOTES TO USER

Certain areas not in the special flood hazard areas (zones A and V)

This map is for flood insurance purposes only; it does not necessarily show all areas subject to flooding in the community or all planimetric features outside special flood hazard areas.

NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

CITY OF
FRANKLIN,
IDAHO
FRANKLIN COUNTY

ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER
160137 0005 A

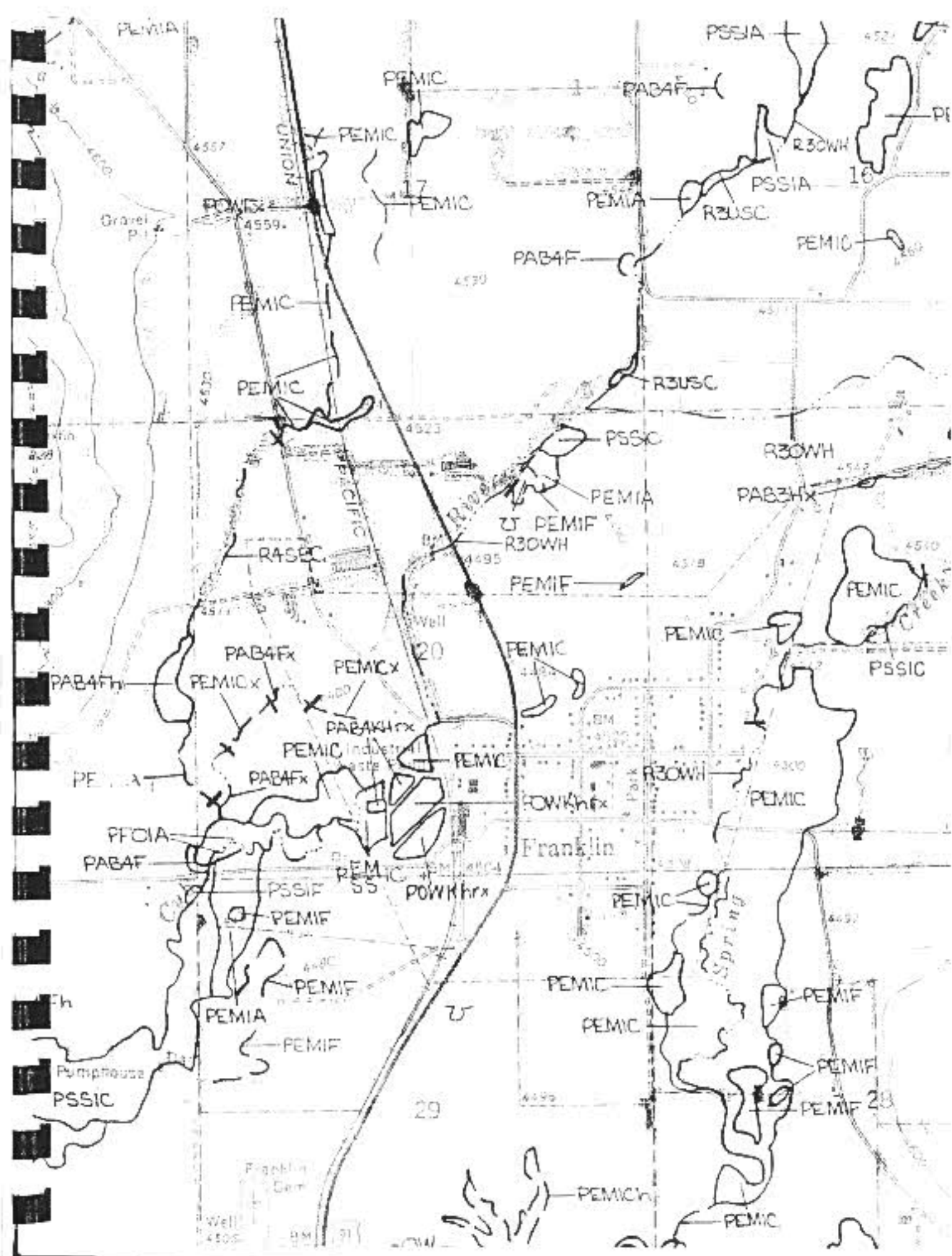
EFFECTIVE DATE:
AUGUST 19, 1985

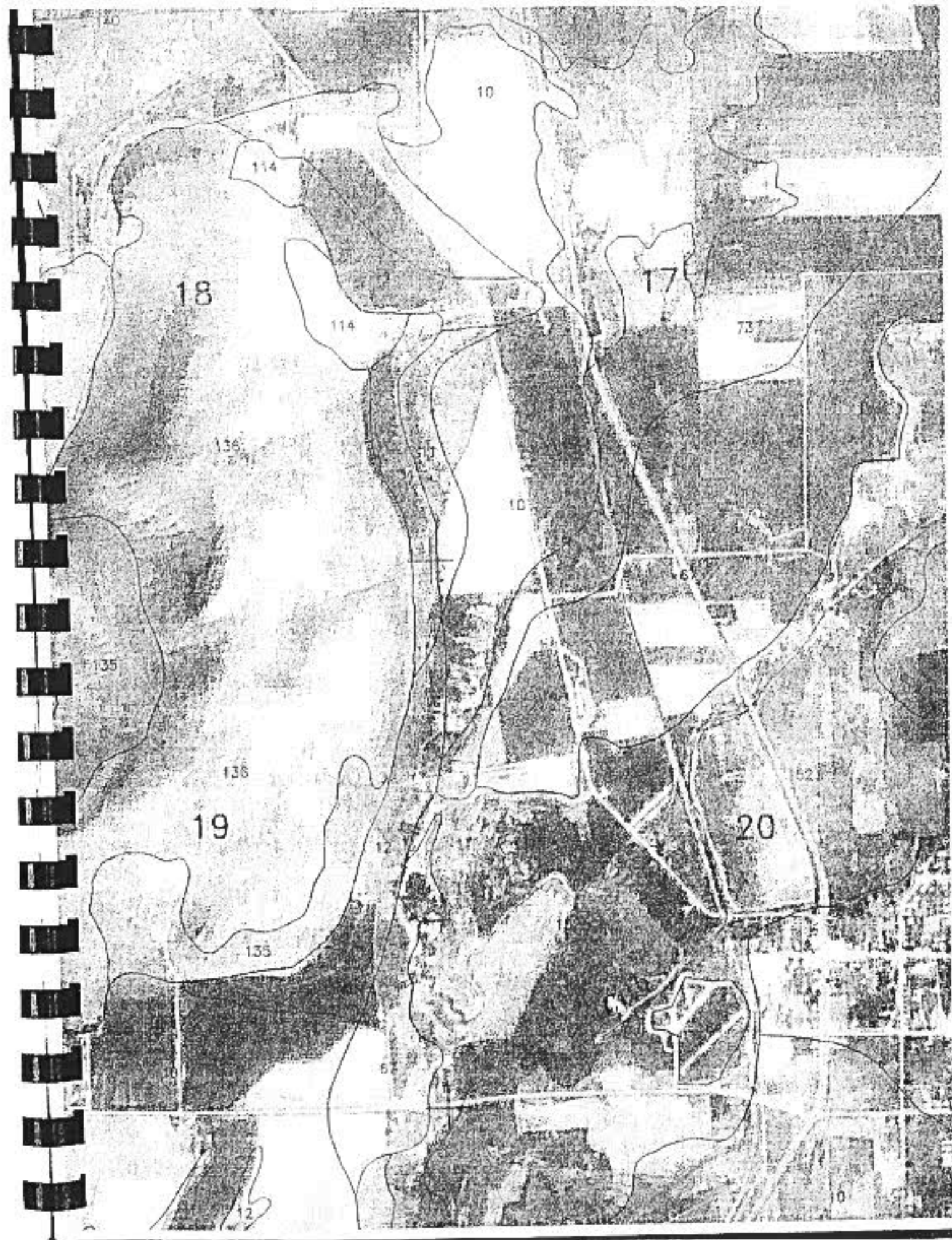


Federal Emergency Management Agency

INITIAL IDENTIFICATION
SEPTEMBER 5, 1978

FLOOD HAZARD BOUNDARY MAP REVISIONS:







152--WINDERNOT-LEWNOT-STINKCREEK COMPLEX, 0 TO 2 PERCENT SLOPES

Map Unit Composition

WINDERNOT and similar soils: 40 percent
LEWNOT and similar soils: 20 percent
STINKCREEK and similar soils: 15 percent
Minor components: 25 percent

Map Unit Setting

Position on landscape: Floodplains and stream terraces
Windernot: convex to plane
Lewnot: slightly elevated terraces
Stinkcreek: low terraces
Parent material: alluvium
Elevation: 4400 to 5100 feet
Mean annual precipitation: 14 to 16 inches
Mean annual air temperature: 45 to 46 degrees Fahrenheit
Frost-free period: 100 to 130 days

Characteristics of the Windernot Soil

Typical Profile

0 to 6 inches: gravelly sandy loam
6 to 18 inches: gravelly sandy loam
18 to 24 inches: very gravelly sandy loam
24 to 60 inches: extremely gravelly sand

Component Properties and Qualities

Slope: 0 to 2 percent
Percent area covered by surface stones and boulders: None
Depth to restrictive feature: None within 60 inches
Drainage class: moderately well
Permeability: moderately rapid to very rapid
Flooding: rare, Feb-May
Water table: 4.5 to 6 feet, March-June
Ponding: not present
Salinity: about 1.0 millimhos per centimeter
Sodicity: Sodium Adsorption Ratio is about 1.0
Available water capacity: about 3.1 inches

Interpretive Groups

Land capability (irrigated): 3s
Land capability (non irrigated): 3s
Ecological site: rangesite - (028AY0241D)LCAMY 13-13 ARTNT/PCSP6

Characteristics of the LEWNOT soil

Typical Profile

0 to 10 inches: fine sandy loam
10 to 38 inches: stratified silt loam to loamy fine sand
38 to 60 inches: stratified loamy sand to extremely gravelly sand

Component Properties and Qualities

Slope: 0 to 2 percent

The Nature Resources Conservation Service provides leadership in a partnership effort to help people conserve, maintain, and improve our natural resources and environment

CHAPTER 9

ZONES

ARTICLE A. A-1 SINGLE-FAMILY RESIDENCE ZONE

SECTION:

- 7-9A-1: Purpose
- 7-9A-2: Permitted Uses
- 7-9A-3: Conditional Uses
- 7-9A-4: Height Regulations
- 7-9A-5: Area, Width And Yard Regulations
- 7-9A-6: Modifying Regulations

7-9A-1: **PURPOSE:** The purpose of the A-1 Single-Family Residence Zone is to provide appropriate locations where low density residential neighborhoods may be established, maintained and protected. The regulations also permit the establishment of, with proper controls, the public and semi-public uses such as churches, schools, libraries, parks and playgrounds, which serve the requirements of families. The regulations are intended to prohibit those uses that would be harmful to a single-family neighborhood. (Ord. 1998-1, 7-17-1998)

7-9A-2: **PERMITTED USES:**

Accessory uses and buildings.

"Agriculture", as defined herein.

Household pets.

Single-family dwellings. (Ord. 1998-1, 7-17-1998)

7-9A-5: AREA, WIDTH AND YARD REGULATIONS:

<u>Area</u>	<u>Width</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Rear Setback</u>
12,500 sq. ft.	90 ft.	30 ft.	15 ft. x 15 ft.	30 ft.

(Ord. 1998-1, 7-17-1998)

7-9A-6: MODIFYING REGULATIONS:

- A. Main Buildings: Side yard - main buildings and other buildings shall have a minimum of fifteen feet (15') for each side yard. The street side of a corner lot shall be thirty feet (30') for main and all accessory buildings.
- B. Accessory Buildings: All accessory buildings must meet A-1 setback requirements when in A-1 Zone for side yard. (Ord. 1998-1, 7-17-1998)

CHAPTER 9

ZONES

ARTICLE B. A-2 MULTIPLE-FAMILY RESIDENCE ZONE

SECTION:

- 7-9B-1: Purpose
- 7-9B-2: Permitted Uses
- 7-9B-3: Conditional Uses
- 7-9B-4: Height Regulations
- 7-9B-5: Area, Width And Yard Regulations
- 7-9B-6: Modifying Regulations

7-9B-1: **PURPOSE:** The purpose of the A-2 Residence Zone is to provide appropriate locations for multiple family dwellings. (Ord. 1998-1, 7-17-1998)

7-9B-2: **PERMITTED USES:**

Accessory buildings and uses.

Agriculture.

Dwelling, single-family.

Home occupations and home sales and service.

Institution providing residence and care for children.

Residential facility for handicapped persons. (Ord. 1998-1, 7-17-1998)

7-9B-3: **CONDITIONAL USES:**

Accessory building for two- three- four-family.

7-9B-6: **MODIFYING REGULATIONS:**

- A. Side Yard: Main buildings and other buildings shall have a minimum of fifteen feet (15') for each side yard. The street side yard of a corner lot shall be thirty feet (30') for main and accessory buildings.
- B. Dwelling Area: Each family dwelling unit shall contain a minimum of eight hundred fifty (850) square feet of living area.
- C. Recreation Area: All A-2 complexes must provide an area equal to ten percent (10%) of total area with fully developed recreation facilities.
- D. Density: Multiple-family dwellings must be located such that the density is equivalent to no greater than four (4) residential multiple dwellings per block area within the City limits. (Ord. 1998-1, 7-17-1998)

CHAPTER 9

ZONES

ARTICLE C. TRANSITIONAL ZONE

SECTION:

- 7-9C-1: Purpose
- 7-9C-2: Permitted Uses
- 7-9C-3: Area And Height Requirements
- 7-9C-4: Yard And Setback Requirements
- 7-9C-5: Modifying Regulations
- 7-9C-6: Off-Street Parking And Loading Requirements
- 7-9C-7: Accessory Uses

7-9C-1: **PURPOSE:** This type of zoning pattern is intended to create a transitional area and buffer zone between agriculture areas and residential development. This zoning pattern is not intended to eliminate agricultural uses within the City. It is, however, intended to discourage the establishment of new agricultural operations within the City limits. (Ord. 1998-1, 7-17-1998)

7-9C-2: **PERMITTED USES:**

- A. Those uses allowed in Zoning Districts Residential A-1, A-2 as regulated therein.
- B. No other uses, industrial, commercial, or otherwise, unless such use has been allowed. (Ord. 1998-1, 7-17-1998)

7-9C-3: **AREA AND HEIGHT REQUIREMENTS:**

- A. The minimum lot area for single-family dwellings shall be twelve thousand five hundred (12,500) square feet.

7-9C-6

7-9C-7

7-9C-6: **OFF-STREET PARKING AND LOADING REQUIREMENTS:**
Refer to Chapter 5 of this Title. (Ord. 1998-1, 7-17-1998)

7-9C-7: **ACCESSORY USES:** All accessory uses need a conditional use permit that will be in accordance with the zone in which it is located. (Ord. 1998-1, 7-17-1998)

FRANKLIN COUNTY, IDAHO
ORDINANCE NO. 1998-2

AN ORDINANCE AMENDING ORDINANCE NOS. 84-3, 95-1, AND 95-2 RELATING TO BUILDING PERMITS, BY DEFINING CONSTRUCTION REQUIRING BUILDING PERMIT, AND FEES.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, IDAHO:

Section 1. Ordinance Nos. 84-3 and 95-2 of the County of Franklin, Idaho, are hereby amended as follows:

Section 1: No person, firm, or corporation shall hereafter erect or construct any new building, structure, or mobile home within the county, without having first obtained a written building permit to do so from the Franklin County Recorder's Office. No person, firm, or corporation shall hereafter remodel any existing building, structure, or mobile home, within the County, where the outside dimensions are changed, without having first obtained a written building permit to do so from the Franklin County Recorder's Office.

Section 2. Ordinance Nos. 84-3 and 95-1 of the County of Franklin, Idaho, are hereby amended as follows:

Section 7: The fee for issuing such permit shall be the sum of ten dollars (\$10.00), payable when the application is made. An additional fee for a site inspection shall be ninety dollars (\$90.00), payable when application is made, for any construction defined in Section 1.

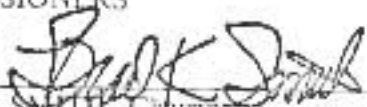
Section 3. Ordinance No. 84-3 of the County of Franklin County, Idaho, is hereby amended as follows:

Section 8: No person, firm, or corporation shall hereafter erect, construct, enlarge, alter, repair, and/or locate, any building or structure within 50 feet of a County road right of way, as defined in Section 5 above; nor within 80 feet of the center line of any private road.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval, and publication as provided by law.

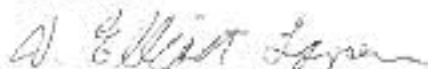
DATED this 28 day of December, 1998.

BOARD OF FRANKLIN COUNTY
COMMISSIONERS

By: 

BRAD SMITH, Chairman

ATTEST:


V. ELLIOTT LARSEN, Clerk