



SPF WATER
ENGINEERING

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MAR 23 2009

DEPARTMENT OF
WATER RESOURCES

March 20, 2009

Jeff Peppersack
IDWR State Office
PO Box 83720
Boise, ID 83720-0098

Subject: (1) Petition for Condition Modification - Permit 63-12342
(2) Application for Transfer of Water Right 63-12342
(3) Application for Permit Seeking Additional Flow for Heating and Cooling

Dear Jeff:

Petition for Condition Modification. On behalf of Parklane Company, Inc. (Parklane), this letter serves as a petition to Idaho Department of Water Resources (IDWR) requesting that condition No. 5 listed on Permit 63-12342 be modified. The condition (also listed as condition No. 3 on the on-line Water Permit Report) states

"Proposed water bearing zone to be appropriated is from 0 to 65 feet. All flows to be reinjected to same zone.

Parklane requests that the reinjection requirement be removed and that the water-bearing zone be changed to 79 to 195 feet.

Permit 63-12342 is for a non-consumptive closed-loop heat-exchange system used for cooling the Union Block Building. The department conducted a licensing field exam on the permit in 1997, at which time they found one well used for diversion of fresh cooling water and one well used for injection of spent cooling water. The well used for diversion is 90 feet deep, with screen placed from 79 to 89 feet. The well used for injection was originally 63 feet, with perforations from 21 to 63 feet. The injection well was subsequently deepened to 115 feet in 1999 and to 195 feet in 2007, and is currently cased to 149 feet with screens from 150 to 195 feet. Well driller's reports are attached.

Due to injection well plugging problems, Parklane has been unsuccessful in supplying the necessary cooling flows for the Union Block Building. However, Parklane Company has recently received approval from ACHD to discharge their spent cooling water into ACHD's storm water drain system located in the alley behind the Union Block Building. A copy of the license is attached. As a result, use of the injection well is no longer necessary if the permit reinjection requirement is eliminated. This change will not result in depletion of Boise River flows. Using the ACHD system will in fact add to the Boise River flows more directly than if using the injection well, thereby potentially benefiting senior Boise River water rights during the irrigation season.

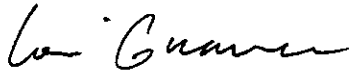
Application for Transfer. The department's granting of the petition and then licensing permit 63-12342 will enable the attached Application for Transfer to be processed, in which Parklane proposes using the former injection well as a second production well. A second production well will provide redundancy and additional diversion capacity for the Union Block Building to ensure that the cooling flow requirements can be met.

Application for Permit. Existing permit 63-12342 authorizes diversion of 0.26 cfs of groundwater for cooling purposes at the Union Block Building. The heat exchanger for the Union Block Building has a capacity of 0.41 cfs, and can be used for both heating and cooling. As a result, Parklane would like to increase the authorized diversion rate for cooling to 0.41 cfs (by adding an additional 0.15 cfs of cooling flow) and also obtain 0.41 cfs for heating purposes.

A \$500 check is enclosed to cover the transfer (\$250) and permit (\$250) application fees.

Please let me know if there are any questions. Thanks Jeff.

Sincerely,



Lori Graves
Water Rights Specialist

Cc: Ken Howell

Enclosures

- (1) Well Driller's Reports
- (2) ACHD Discharge License
- (3) Application for Transfer – 63-12342
- (4) Application for Permit
- (5) Check for Application Fees

SPF file number: 722.0010

WELL DRILLER'S REPORT

Use Typewriter or Ballpoint Pen

68152

Office Use Only

Inspected by _____

Twp _____ Rge _____ Sec _____

1/4 1/4 1/4

Lat: : : Long: : :

1. DRILLING PERMIT NO. 63-96-C-0397-000
Other IDWR No. 63-W-137-001

2. OWNER:

Name PARK LN Union BIK BID
Address 710 ~~W~~ W. Idaho St.
City BOISE State ID Zip 83702

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

N

W

E

S

Twp. 3 North ☒ or South ☐

Rge. 2 East ☒ or West ☐

Sec. 10 NW 1/4 NE 1/4 SW 1/4 SE 1/4

Gov't Lot _____ County ADA

Lat. : : : Long. : : :

Address of Well Site 710-720 W.

City Buise

(Give at least name of road + Distance to Road or Landmark)

Lt. 43 Bk. _____ Sub. Name _____

4. USE:

☐ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☒ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD

☐ Air Rotary ☒ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	
Bentonite	5	16	250	POUNDER BOLE

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 25
Was drive shoe seal tested? ☐ Y ☒ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6"	41	25	1/4	Steel	☒	☐	☒	☐
5"	23	63	1/4	Steel	☐	☒	☒	☐
					☐	☐	☐	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

☒ Perforations Method _____

☐ Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
~~18~~						☐	☐
21	63	1/8"			Steel	☐	☒
						☐	☐

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

30 ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or
control devices: N/A

11. WELL TESTS:

☐ Pump ☐ Bailer ☐ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: _____

Depth first Water Encountered

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

[illegible]

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name Phelps Drilling Firm No. 311

Firm Official W. L. P. [Signature] Date 8-21-97

Firm Official Wendy L. Hagg Date 6-22-11
and _____

Supervisor or Operator Same Date _____

(Sign once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES

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IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

847303
Office Use Only
Well ID No. 294315
Inspected by _____
Twp _____ Rge _____ Sec _____
1/4 _____ 1/4 _____ 1/4 _____
Lat: _____ : _____ : _____ Long: _____ : _____ : _____

1. WELL TAG NO. D 0047061
DRILLING PERMIT NO. 900487-847303
Water Right or Injection Well No. 63-W-137-001

2. OWNER:
Name Ken Howell (Park Lane)
Address 817 W. Franklin
City Boise State ID Zip 83702

3. LOCATION OF WELL by legal description:
You must provide address or Lot, Blk, Sub. or Directions to well.
Twp. 3 North ☒ or South ☐
Rge. 2 East ☒ or West ☐
Sec. 10 NW 1/4 NE 1/4 1/4
Gov't Lot _____ County _____
Lat: _____ : _____ Long: _____ : _____
Address of Well Site 710-720 W. Idaho St
City Boise
(Give at least name of road - Distance to Road or Landmark)
Lt. _____ Blk. _____ Sub. Name _____

4. USE:
☐ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☒ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement etc.)
☐ New Well ☒ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD:
☐ Air Rotary ☒ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

Seal Material	From	To	Weight / Volume	Seal Placement Method
<u>N/A</u>				

Was drive shoe used? ☒ Yes ☐ No Shoe Depth(s) 149
Was drive shoe seal tested? ☐ Yes ☒ No How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
<u>6</u>	<u>142</u>	<u>149</u>	<u>250</u>	<u>Steel</u>	☒	☐	☐	☐
<u>5</u>	<u>145</u>	<u>150</u>	<u>258</u>	<u>8"</u>	☐	☒	☐	☐
<u>5</u>	<u>195</u>	<u>196</u>	<u>258</u>	<u>8"</u>	☐	☒	☐	☐

Length of Headpipe 5 Length of Tailpipe 1'6"
Packer ☒ Y ☐ N Type _____

9. PERFORATIONS/SCREENS PACKER TYPE
Perforation Method _____
Screen Type & Method of Installation Johnson - Pull Back

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
<u>185</u>	<u>195</u>	<u>020</u>		<u>5</u>	<u>S.S</u>	☐	☐
<u>167</u>	<u>183</u>	<u>020</u>		<u>5</u>	<u>S.S</u>	☐	☐
<u>150</u>	<u>165</u>	<u>025</u>		<u>5</u>	<u>S.S</u>	☐	☐

10. FILTER PACK

Filter Material	From	To	Weight / Volume	Placement Method

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:
30 ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or control devices: Welder Flang ON casing

12. WELL TESTS:

☒ Pump	☐ Bailor	☒ Air	☐ Flowing Artesian
Yield gal/min.	Drawdown	Pumping Level	Time
<u>180</u>		<u>130</u>	<u>2</u>

Water Temp. 64 Bottom hole temp. _____
Water Quality test or comments: _____

13. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
<u>6</u>	<u>115</u>	<u>120</u>	<u>SAND Clay streaks</u>	☒	
	<u>120</u>	<u>130</u>	<u>Fine SAND</u>	☒	
	<u>130</u>	<u>140</u>	<u>Cemented SAND</u>	☒	
	<u>140</u>	<u>175</u>	<u>C. SAND</u>	☒	
	<u>175</u>	<u>185</u>	<u>Blue SAND</u>	☒	
☒	<u>185</u>	<u>195</u>	<u>Blue Clay-SAND streaks</u>	☒	

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JUL 12 2007

WATER RESOURCES
WESTERN REGION

Completed Depth 195 (Measurable)
Date: Started 6-6-07 Completed 6-27-07

14. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name D P W D Firm No. 332
Principal Driller Don L. Papp Date 6-29-07
and _____
Driller or Operator II _____ Date _____
Operator I _____ Date _____

Principal Driller and Rig Operator Required.
Operator I must have signature of Driller/Operator II.

FORWARD WHITE COPY TO WATER RESOURCES



Carol A. McKee, President
Sherry R. Huber, 1st Vice President
Dave Bivens, 2nd Vice President
John S. Franden, Commissioner
Rebecca W. Arnold, Commissioner

August 22, 2008

Union Block Association LLC
Parklane Management Co.
Mr. Doug Maestas
P. O. Box 2725
Boise, ID 83701

Dear Mr. Maestas:

The License Agreement to construct, install and maintain 4" PVC conduit 16 ft long under the alleyway between Bannock and Idaho and 8th and 9th Street to discharge water from cooling cell dispersing through heat exchanger and discharging into ACHD Storm Drain System to service the building located at 720 West Idaho Street was considered and approved by the Ada County Highway District. Please remember to call Construction Services at 387-6280 to verify if any additional Construction Permits are required.

Enclosed is your copy of the License Agreement outlining all the terms and conditions and assigned #1032-2113-0808. Please use this number in all future correspondence regarding this matter.

Sincerely,

ADA COUNTY HIGHWAY DISTRICT

Karen L. Arnold
Right of Way Account Clerk

Enclosure

Property Management No. 1032 - 2113 - 0808
Street: **720 W Idaho St**
T.3N., R.2E., Sec. 10

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement") is made and entered into this 22nd day of AUGUST, 2008, by and between the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the state of Idaho, ("ACHD") and **UNION BLOCK ASSOCIATION L.L.C.**, ("Licensee").

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties:

SECTION 1. RECITALS.

1.1 ACHD owns and has exclusive jurisdiction over the public right-of-way located in Ada County, Idaho, more particularly described and/or depicted on Exhibit "A" attached hereto (the "Right-of-Way").

1.2 Licensee desires a license to use the Right-of-Way for the limited purposes hereinafter set forth, and, for the consideration and on the terms and conditions hereinafter set forth, ACHD is willing to extend such license to Licensee.

SECTION 2. LICENSE; LICENSE NOT EXCLUSIVE.

2.1 On the terms and conditions hereinafter set forth, ACHD hereby extends to Licensee a license on, over, across and under the Right-of-Way for the following uses and purposes ("Authorized Use") and no others:

Licensee to construct, install and maintain 4" PVC conduit 16 ft long under the alleyway between Bannock & Idaho and 8th & 9th Street to discharge water from cooling cell dispersing through heat exchanger and discharging into ACHD Storm Drain System to service the building located at 720 W Idaho Street.

Licensee to pump at a maximum of 250GPM into ACHD Storm Drain System. During the term of this Agreement Licensees shall maintain an active membership in Digline, Inc.

2.2 This Agreement does not extend to Licensee the right to use the Right-of-Way to the exclusion of ACHD for any use within its jurisdiction, authority and discretion

or of others to the extent authorized by law to use public right-of-way. If the Right-of-Way has been opened as a public Highway (as used in the Agreement the term "Highway" is as defined in *Idaho Code* § 40-109(5)) Licensee's Authorized Use is subject to the rights of the public to use the Right-of-Way for Highway purposes. Licensee's Authorized Use is also subject to the rights of holders of easements of record or obvious on inspection of the Right-of-Way and statutory rights of utilities to use the public right-of-way. This Agreement it is not intended to, and shall not, preclude or impede the ability of ACHD to enter into other similar agreements in the future allowing third parties to also use its public rights-of-way, or the ability of ACHD to redesign, reconstruct, relocate, maintain and improve its public rights-of-way and Highways as authorized by law and as it determines, in its sole discretion, is appropriate.

SECTION 3. CONSTRUCTION, OR INSTALLATION OF IMPROVEMENTS. Any repairs or maintenance, of the Licensee's improvements currently located in the Right-of-Way or the installation or construction of improvements by Licensee in the Right-of-Way as permitted by the Authorized Use, (the "Improvements"), shall be accomplished in accordance with designs, plans and specifications approved in advance and in writing by ACHD as required to satisfy applicable laws, its policies and good engineering practices. In approving such plans and specifications, ACHD assumes no responsibility for any deficiencies or inadequacies in the design or construction of the Improvements, and the responsibility therefor shall be and remain in Licensee.

SECTION 4. WAIVER AND ESTOPPEL STATEMENT BY LICENSEE. Licensee acknowledges and agrees that the license granted herein is temporary, non-transferable, and merely a permissive use of the Right-of-Way pursuant to this Agreement Licensee further acknowledges and agrees that it specifically assumes the risk that the license pursuant to this Agreement may be terminated before Licensee has realized the economic benefit of the cost of installing, constructing, repairing, or maintaining the Improvements, and Licensee hereby waives and estops itself from asserting any claim that the license is in any way irrevocable because Licensee has expended funds on the Improvements and the Agreement has not been in effect for a period sufficient for Licensee to realize the economic benefit from such expenditures.

SECTION 5. TERM.

5.1 The term of this Agreement will commence on the 22nd day of August, 2008, and will continue until terminated by either party, with or without cause, which termination shall be effective following THIRTY (30) DAYS advance written notice of termination given the other party.

5.2 If Licensee defaults in the performance of any obligations incumbent upon it to perform hereunder ACHD may terminate this Agreement and the rights extended to Licensee hereunder at any time, effective at the end of thirty (30) days following the date ACHD shall provide written notice of termination to Licensee, which notice shall

specify such default(s). Licensee shall have such thirty (30) day period to correct and cure the specified defaults, and if so corrected and cured, to the satisfaction of ACHD, this Agreement shall not be terminated but shall continue in full force and effect.

SECTION 6. FEE. Throughout the term of this Agreement, Licensees agree to pay ACHD an annual fee for the Authorized Use of the Right-of-Way of \$ 300.00, due and payable on the 1st day of January of each year, beginning January 1, 2009. Licensees agree to pay the prorated sum of \$ 125.00 for the period of August, 2008 through December 31, 2008. If this license is terminated under section 4 prior to the end of the period paid for in advance, ACHD agrees to refund the unearned prorata portion of such prepaid fee.

SECTION 7. MAINTENANCE; FAILURE TO MAINTAIN; RELOCATION OF UTILITIES.

7.1 At its sole cost and expense, Licensee shall maintain the Improvements in good condition and repair and as required to satisfy applicable laws, the policies of ACHD and sound engineering practices. Licensee shall have access over, across and under the Right-of-Way for the purposes of accomplishing such repair and maintenance.

7.2 If the Highway on and/or adjacent to the Right-of-Way is damaged as a result of:

- (i) the performance by Licensee of the maintenance required by section 7.1, or the failure or neglect to perform such maintenance; and/or
- (ii) Licensee's design, installation or use of the Improvements, regardless of cause;

at its sole cost and expense Licensee shall forthwith correct such deficiency and restore the Highway and the surface of the Right-of-Way to the same condition it was in prior thereto, and if Licensee shall fail or neglect to commence such correction and restoration within twenty-four (24) hours of notification thereof, ACHD may proceed to do so, in which event Licensee agrees to reimburse ACHD for the costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of ACHD.

7.3 Notwithstanding the provisions of section 7.2, should an emergency exist related to the Licensee's use of this license which threatens the stability or function of the Highway on or adjacent to the Right-of-Way or the safety of the public use thereof, ACHD shall have the right to immediately perform, on behalf of, and at the cost of Licensee necessary emergency repairs.

7.4 Licensee will be responsible for the relocation of any existing utilities located on the Right-of-Way as may be required in connection with any construction or installation of Improvements by Licensee in the Right-of-Way.

SECTION 8. RELOCATION OF IMPROVEMENTS. If during the term of this Agreement ACHD requires, in its sole discretion, at any time, and from time to time, that the Highway on and/or adjacent to the Right-of-Way be widened and/or realigned, redesigned, improved and/or reconstructed, Licensee hereby accepts responsibility for all costs for relocating, modifying or otherwise adapting the Improvements to such realignment and/or relocation and/or reconstruction if required by ACHD, which shall be accomplished by Licensee according to designs, plans and specifications approved in advance by ACHD in writing; provided Licensee may elect to terminate this Agreement in lieu of complying with this responsibility, and further provided ACHD gives Licensee adequate written notice as necessary to allow Licensee to redesign, relocate, modify or adapt the Improvements to the realignment and/or relocation and/or reconstruction of the Highway and also licenses Licensee such additional area of its right-of-way, if any, as may be necessary for the proper operation of the Improvements.

SECTION 9. PERMIT. If the proposed construction and installation of the Improvements, or any reconstruction, relocation or maintenance thereof requires Licensee to obtain a permit under ACHD policies, Licensee shall first obtain such permit from ACHD (Construction Services Division) before commencing such work, and pay the required fees and otherwise comply with the conditions set forth therein.

SECTION 10. NO TITLE IN LICENSEE. Licensee shall have no right, title or interest in or to the Right-of-Way other than the right to temporarily use the same pursuant to the terms of this Agreement.

SECTION 11. NO COSTS TO ACHD. Any and all costs and expenses associated with Licensee's Authorized Use of the Right-of-Way, or any construction or installation of Improvements thereon, or the repair and maintenance thereof, or the relocation of Improvements or utilities thereon, or the restoration thereof at the termination of this Agreement, shall be at the sole cost and expense of Licensee.

SECTION 12. TAXES AND ASSESSMENTS. Licensee agrees to pay all special assessments and personal property taxes that may be levied and assessed on the Improvements during the term of this Agreement.

SECTION 13. RESTORATION ON TERMINATION. Upon termination of this Agreement, Licensee will promptly remove all Improvements and restore the Right-of-Way to at least its present condition. Should Licensee fail or neglect to promptly remove the Improvements and restore the Right-of-Way, ACHD may do so, and assess Licensee for the costs thereof. Provided, ACHD and Licensee may agree in writing that some or all of such Improvements are to remain on the Right-of-Way following termination, and by entering into such an agreement Licensee thereby disclaims all

right, title and interest in and to the same, and hereby grants such Improvements to ACHD, at no cost. Further provided, if the Authorized Use of the Right-of-Way under this Agreement is for landscaping in ACHD right-of-way and the irrigation and maintenance thereof, and the general purpose government with jurisdiction has adopted ordinances, rules and regulations governing the landscaping and maintenance of such right-of-way by owners of the adjacent property, to the extent such owners are obligated to maintain and irrigate the landscaping Licensee need not remove the same from the Right-of-Way.

SECTION 14. INDEMNIFICATION. Licensee hereby indemnifies and holds ACHD harmless from and against any and all claims or actions for loss, injury, death, damages, mechanics and other liens, arising out of the failure or neglect of Licensee, Licensee's employees, contractors and agents, to properly and reasonably make Authorized Use of the Right-of-Way or properly construct, install, plant, repair or maintain the Improvements thereon, or that otherwise result from the use and occupation of the Right-of-Way by Licensee, and including any attorney fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by Licensee hereunder. For claims or actions arising out of failures or neglects occurring during the term of this Agreement Licensee's obligations pursuant to this section shall survive the termination of this Agreement.

SECTION 15. COMPLIANCE WITH LAW; WASTE AND NUISANCES PROHIBITED. In connection with Licensee's use of the Right-of-Way, throughout the term of this Agreement Licensee covenants and agrees to: (i) comply and observe in all respects any and all, federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to traffic and pedestrian safety, the Clean Water Act and/or to the presence, use, generation, release, discharge, storage or disposal in, on or under the Right-of-way of any Hazardous Materials (defined as any substance or material defined or designated as hazardous or toxic waste, material or substance, or other similar term, by any federal, state or local environmental statute, regulation or occurrence presently in effect or that may be promulgated in the future); (ii) obtain any and all permits and approvals required by ACHD or any other unit of government; and (iii) commit no waste or allow any nuisance on the Right-of-Way. Licensee covenants and agrees to indemnify and hold ACHD harmless from and against any and all claims, demands, damages, liens, liabilities and expenses (including without limitation, reasonable attorneys' fees), arising directly or indirectly from or in any way connected with the breach of the foregoing covenant. These covenants shall survive the termination of this Agreement.

SECTION 16. ASSIGNMENT. Licensee cannot sell, assign or otherwise transfer this Agreement, the license herein extended, or any of its rights hereunder except with the prior written consent of ACHD, which consent will not be granted unless the assignee assumes all obligations, warranties, covenants and agreements of Licensee herein contained.

SECTION 18. NOTICE. Any notice under this Agreement shall be in writing and be delivered in person, or by United States Mails, postage prepaid, or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery), or by facsimile verified by electronic confirmation. All notices shall be addressed to the party at the address set forth below or at such other addresses as the parties may from time to time direct in writing by notice given the other. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three (3) days following the day of deposit in the United States Mails, (c) the day of delivery to the overnight courier, or (d) the day facsimile delivery is electronically confirmed.

If to Licensees:

**Union Block Association L.L.C.
Parklane Management Co.
Mr. Doug Maestas
P.O. Box 2725
Boise, Idaho 83701
208-345-3221**

SECTION 20. EXHIBITS. All exhibits attached hereto and the recitals contained herein are incorporated herein as if set forth in full herein.

SECTION 22. Warranty of Authority to Execute.

TEMPORARY LICENSE AGREEMENT - Page 6
(3/29/06)

22.2 If Licensees are not a natural person, the person executing the Agreement on behalf of Licensees represent and warrant due authorization to do so on behalf of Licensees, and that upon execution of this Agreement on behalf of Licensees, the same is binding upon, and shall inure to the benefit, of Licensees.

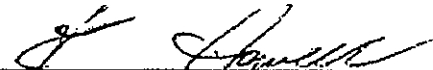
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day, month and year first set forth above.

ADA COUNTY HIGHWAY DISTRICT



By: Chanon B Romo
Its: Right of Way Supervisor

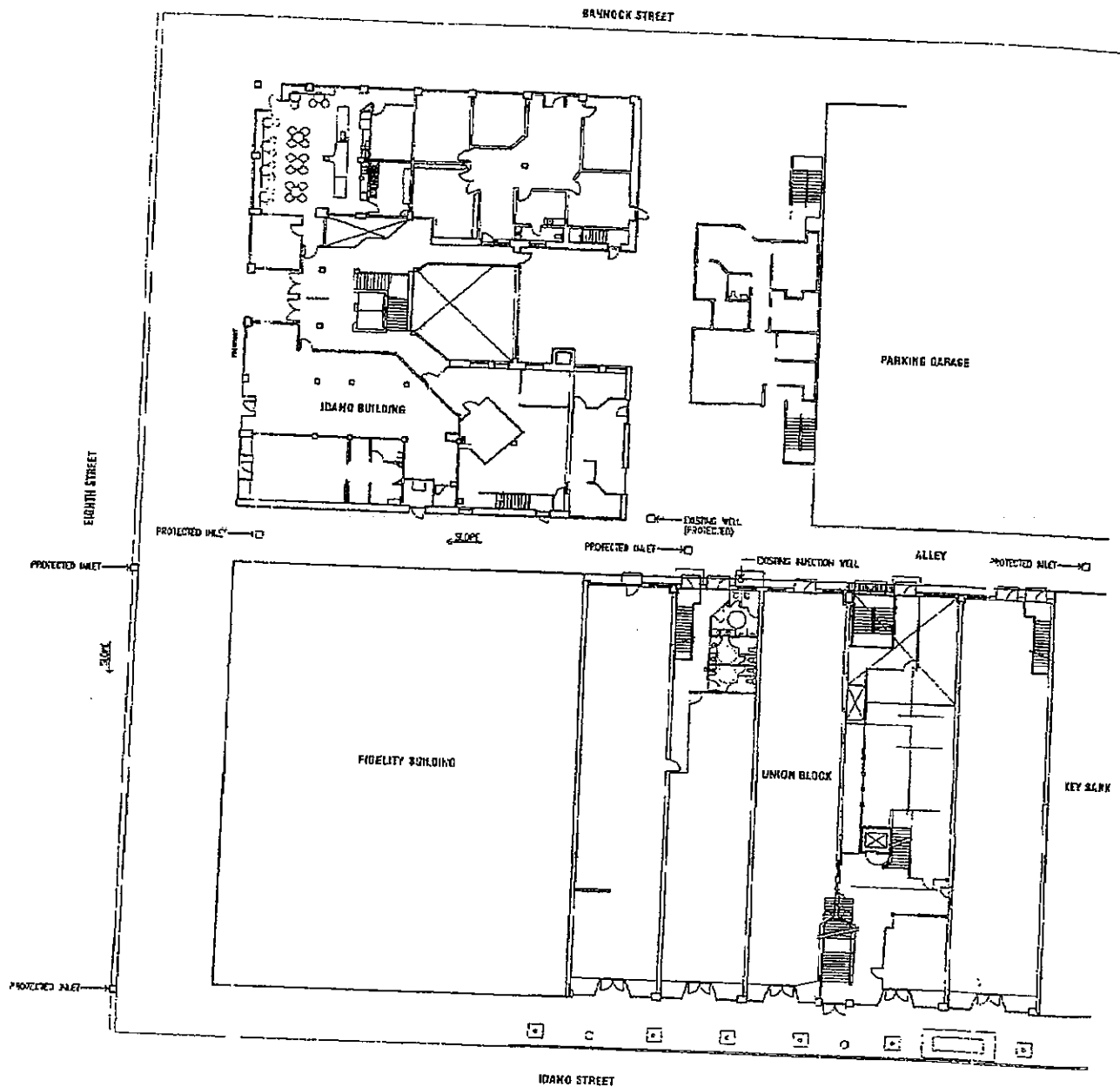
LICENSEE: UNION BLOCK ASSOCIATION L.L.C.



By: Ken Howell
Its: Member

EXHIBITS

Exhibit A - Description and Depiction of Right-of-Way



4 EROSION AND SEDIMENT CONTROL PLAN

SCALE 1" = 20' 0"



EXHIBIT "A"

Building

Plan View

24" Storm Drain Cover

4' Asphalt Patch

18" Trench

Alley

2'x2' Access Pit

4" PVC Conduit For Water Discharge

manhole

Cross-Section View

Storm Drain

18"-24"

Alley Surface

4" PVC *

For clean water discharge

18"-24"

Existing Basement Access

Wall

Basement

* Note:

Depth of 4" Piping will depend on Existing Utilities to Cross Between Storm Drain Inlet and Basement

Probably Won't Exceed 10" to 12"