

May 1, 2024

Ms. Abigail R. Germaine
Ada County Drainage District No. 3
Elam & Burke
251 E. Front St., Ste. 300
Boise, ID 83702

Re: Boise Views LLC (118 East Pennsylvania Avenue) Camera Inspection

Dear Abbey:

American West Construction provided four individual electronic format video files to this office on March 27, 2024. Each file provides color video footage of an individual segment of the Drainage District No. 3 facilities that were previously enclosed in a pipeline to facilitate redevelopment of the subject parcel.

The video files were provided by American West Construction to meet the conditions set forth in the attached First Addendum to Drainage Agreement by and between Ada County Drainage District No.3 and Boise Views LLC (the Addendum). I have reviewed the video files and no apparent deficiencies were noted with respect to the visual condition of the installed pipeline.

Based on my review of the video files, in my opinion, Boise Views LLC has met the conditions set forth in the Addendum with respect to the Camera Inspection requirements defined in Paragraph C.

Sincerely,
QRS CONSULTING LLC



Nicholas A. Kraus, PE
Manager

cc: Ms. Megan Everard

Attachment: First Addendum to Drainage Agreement by and between Ada County Drainage District No.3 and Boise Views LLC

FIRST ADDENDUM
to
DRAINAGE AGREEMENT
by and between
ADA COUNTY DRAINAGE DISTRICT NO. 3
and
BOISE VIEWS LLC

THIS FIRST ADDENDUM TO DRAINAGE AGREEMENT (this “First Addendum”) is entered into by and between the Ada County Drainage District No. 3, a quasi-municipal corporation organized under the laws of the state of Idaho, Chapter 29, Title 42, Idaho Code (“District”) and Boise Views LLC, a Colorado limited liability company, its successors and assigns, (“Developer”), and Wright Brothers, the Building Company, Eagle LLC (“Contractor”) collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

RECITALS

1. Developer owns that certain real property with an address of 118 E. Pennsylvania Street and 112 E. Boise Avenue in Boise City, Ada County, Idaho, parcel nos. S1023120716 and S1023120760, respectively (hereinafter collectively referred to as “Property”); and
2. Developer plans to redevelop the Property into townhomes (hereinafter the “Development Project”). As part of the Development Project, Developer relocated the District’s Drain B drainpipe and the associated drainage system, including piping and infrastructure, that passes through the Property (hereinafter the “Drainage Facility”); and
3. District’s drainage easement/right-of-way traverses through the Development Project, and provides drainage upstream and downstream from the Property and on the adjacent properties; and
4. Developer provided District with a drain relocation concept, proposed drainage plan for the Development Project, and a Stormwater Pollution Prevention Plan outlining Best Management Practices during the demolition of the existing drain; and
5. Developer and District entered into that certain Drainage Agreement dated July 13th, 2022, attached hereto and incorporated herein as **Exhibit A**, outlining the terms and conditions of the Developer’s relocation of the Drain B and the required construction specifications for such relocation; and
6. During construction of the Development Project, it was discovered that the engineering design requirements, as specified in the Drainage Agreement, were not adhered to as required; and
7. Based on the nature and circumstances of construction, it was not feasible to revisit the design requirements related to Drain B, and instead the Developer and Contractor desire to

provide additional installation assurance to guarantee the construction related to the engineering design requirements that were not originally followed; and

8. The Parties therefore agree to this First Addendum to supplement the original Drainage Agreement and provide installation assurances related to the relocation of the District's Drain B.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the sufficiency of which is agreed and acknowledged, the District, Developer, and Contractor, agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein, and hereby further agree as follows:

A. PURPOSE OF FIRST ADDENDUM. Pursuant to the Drainage Agreement, the Developer, and thereby through its Contractor, were to conduct certain integrity and compaction testing on the relocated Drain B, once Drain B was relocated. However, it was discovered after relocation was completed, that the integrity and compaction testing were not conducted on Drain B. Being that it would not be feasible to complete the required testing now that the relocation is complete, the Parties agree to provide certain additional assurances to ensure that the construction and relocation of Drain B meets the standards outlined in the Drainage Agreement.

B. EXTENDED WARRANTY. Section F of the Drainage Agreement provides that Developer will warrant the materials and workmanship employed in the construction of the new Drainage Facility, including Drain B, shall be good and sound, and shall conform to generally accepted standards within the construction industry. The warranty was initially for a period of one (1) year after acceptance of the improvements by the District. Based on the failure to conduct the testing as required, the Developer and Contractor do hereby provide an extended warranty as it relates to the construction and relocation of Drain B, through December 31, 2024. Contractor agrees to make all necessary repairs to correct any deficiencies that become apparent in the new Drain B within this extended warranty period, through December 31, 2024. Nothing about this amendment changes Developer's ongoing maintenance requirements related to Drain B beyond this extended warranty period through December 31, 2024, and Developer shall be responsible for any necessary repairs to Drain B within the Property beyond December 31, 2024.

C. CAMERA INSPECTION. Based on the failure to complete the testing as required by the design drawings and plans incorporated into the Drainage Agreement, the Contractor hereby agrees to conduct a camera inspection of Drain B to ensure proper installation. Following the end of the 2023 irrigation season around mid-October and prior to December 1, 2023, Contractor will complete a camera inspection of the installed Drain B line with the District's Engineer, or designated representative, being present. A minimum of seven (7) days' notice will be required prior to undertaking the camera inspection to ensure that the District's Engineer is able to attend the inspection or send a designated representative.

D. ALL OTHER TERMS TO REMAIN. All other terms and conditions of the Drainage Agreement, not otherwise amended as provided herein this First Addendum, shall remain in full force and effect and shall be binding upon the Parties as if set forth in full herein. Capitalized terms used but not defined in this First Addendum shall have the same meanings ascribed for such capitalized terms in the Drainage Agreement.

[signatures on following page]

This Agreement is effective as of the _____ day of _____, 2023.

DRAINAGE DISTRICT NO. 3

By _____
Steve Sweet, Chair

ATTEST:

Secretary

BOISE VIEWS, LLC

By:  _____ 9/6/23
Manager

WRIGHT BROTHERS, THE BUILDING COMPANY, EAGLE LLC


By:  _____
Manager 9/6/2023

EXHIBIT A TO THE FIRST ADDENDUM
EXECUTED DRAINAGE AGREEMENT