

RECEIVED  
AUG 27 2021  
DEPARTMENT OF  
WATER RESOURCES

Michael P. Lawrence [ISB No. 7288]  
Charlie S. Baser [ISB No. 10884]  
GIVENS PURSLEY LLP  
601 West Bannock Street  
P.O. Box 2720  
Boise, Idaho 83701-2720  
Office: (208) 388-1200  
Fax: (208) 388-1300  
csb@givenspursley.com  
mpl@givenspursley.com

RECEIVED  
AUG 30 2021  
WATER RESOURCES  
WESTERN REGION

*Attorneys for Protestant SUEZ Water Idaho Inc.*

**BEFORE THE IDAHO DEPARTMENT OF WATER RESOURCES**

IN THE MATTER OF APPLICATION FOR  
PERMIT NO. 63-35002 IN THE NAME OF  
BOISE STATE UNIVERSITY

**SUEZ'S WITHDRAWAL OF PROTEST**

SUEZ Water Idaho Inc. ("SUEZ") hereby withdraws its protest in the above-captioned matter based on the attached agreement dated August 26, 2021 entered into between SUEZ, Micron Technology, Inc., Boise State University, and Idaho Transportation Department, which will be recorded in the real property records of Ada County, Idaho.

Respectfully submitted this 27th day of August, 2021.

GIVENS PURSLEY LLP

By



Michael P. Lawrence

*Attorneys for Protestant SUEZ Water Idaho Inc.*

**ORIGINAL**

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of August, 2021, the foregoing, together with any appendices or exhibits, was filed, served, and copied as shown below.

#### DOCUMENT FILED:

Idaho Department of Water Resources  
322 E Front St., Ste. 648  
Boise, ID 83702-7371

|                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | U. S. Mail     |
| <input checked="" type="checkbox"/> | Hand Delivered |
| <input type="checkbox"/>            | Overnight Mail |
| <input type="checkbox"/>            | Facsimile      |
| <input type="checkbox"/>            | E-mail         |

#### SERVICE COPIES:

Boise State University  
Office of the President  
1910 University Dr.  
Boise, ID 83725  
[mattwilde@boisestate.edu](mailto:mattwilde@boisestate.edu)  
[matthewmcgee@boisestate.edu](mailto:matthewmcgee@boisestate.edu)

|                                     |                |
|-------------------------------------|----------------|
| <input checked="" type="checkbox"/> | U. S. Mail     |
| <input type="checkbox"/>            | Hand Delivered |
| <input type="checkbox"/>            | Overnight Mail |
| <input type="checkbox"/>            | Facsimile      |
| <input checked="" type="checkbox"/> | E-mail         |

SFP Water Engineering  
c/o Lori Graves  
300 E. Mallard Dr., Ste 350  
Boise, ID 83706-6660  
[lgraves@spfwater.com](mailto:lgraves@spfwater.com)

|                                     |                |
|-------------------------------------|----------------|
| <input checked="" type="checkbox"/> | U. S. Mail     |
| <input type="checkbox"/>            | Hand Delivered |
| <input type="checkbox"/>            | Overnight Mail |
| <input type="checkbox"/>            | Facsimile      |
| <input checked="" type="checkbox"/> | E-mail         |

SUEZ Water Idaho Inc.  
c/o Robert Newbry  
8248 W. Victory Rd.  
Boise, ID 83709  
[robert.newbry@suez.com](mailto:robert.newbry@suez.com)

|                                     |                |
|-------------------------------------|----------------|
| <input checked="" type="checkbox"/> | U. S. Mail     |
| <input type="checkbox"/>            | Hand Delivered |
| <input type="checkbox"/>            | Overnight Mail |
| <input type="checkbox"/>            | Facsimile      |
| <input checked="" type="checkbox"/> | E-mail         |

S. Bryce Farris, Esq.  
Sawtooth Law Offices, PLLC  
PO Box 7985  
Boise, ID 83707  
[bryce@sawtoothlaw.com](mailto:bryce@sawtoothlaw.com)

|                                     |                |
|-------------------------------------|----------------|
| <input checked="" type="checkbox"/> | U. S. Mail     |
| <input type="checkbox"/>            | Hand Delivered |
| <input type="checkbox"/>            | Overnight Mail |
| <input type="checkbox"/>            | Facsimile      |
| <input checked="" type="checkbox"/> | E-mail         |

Mary Grant  
City of Boise  
150 N. Capitol Blvd.  
Boise, ID 83701  
[mgrant@cityofboise.org](mailto:mgrant@cityofboise.org)

|                                     |                |
|-------------------------------------|----------------|
| <input checked="" type="checkbox"/> | U. S. Mail     |
| <input type="checkbox"/>            | Hand Delivered |
| <input type="checkbox"/>            | Overnight Mail |
| <input type="checkbox"/>            | Facsimile      |
| <input checked="" type="checkbox"/> | E-mail         |



---

Michael P. Lawrence

## **AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into effective the 26<sup>TH</sup> day of August, 2021, by and among Boise State University, an Idaho institution of higher education ("BSU"), the Idaho Transportation Department ("ITD"), SUEZ Water Idaho Inc., an Idaho corporation ("SUEZ"), and Micron Technology, Inc., a Delaware corporation ("Micron").

### **RECITALS**

A. BSU is the owner and operator of the Intermountain Bird Observatory ("IBO"), an academic research and community outreach program within the university's College of Arts and Sciences.

B. IBO operates the Diane Moore Nature Center on lands owned by the Idaho State Board of Education and ITD. BSU obtained management authority of such ITD land (the "ITD Parcel") pursuant to that certain Management Agreement Number 8056 – Diversion Dam Bridge Mitigation Property, dated February 28, 2012. The Nature Center is located on the northeast banks of the Boise River in the NENE (Lot 1) and SENE (Lot 5) of Section 4, T2N, R3E, B.M., and in SESE (Lot 1) of Section 33, T3N, R3E, B.M., in Ada County, Idaho, more specifically described in Exhibit A attached hereto (the "Nature Center Property").

C. BSU, on behalf of and for the benefit of IBO, proposes to construct a diversion facility at the southeast (upstream) portion of the Nature Center Property ("Side Channel Intake") through which water will be diverted from the Boise River into a new, to-be-constructed side channel ("Side Channel") and delivered back to the Boise River approximately 2,000 feet downstream ("Side Channel Return"), effectively causing a portion of the Nature Center Property to become an island in the Boise River when water is flowing in the Side Channel. Exhibit B, attached hereto and incorporated by reference, contains construction designs and plans depicting the proposed locations of the Side Channel Intake, Side Channel, and Side Channel Return.

D. BSU, on behalf of and for the benefit of IBO, proposes to apply for and obtain approvals and authorizations from local, state, and federal governments to construct and divert water using the Side Channel Intake, Side Channel, and Side Channel Return (collectively, "Government Approvals"), including without limitation a water right permit issued by the Idaho Department of Water Resources ("IDWR") and authorization from IDWR and the U.S. Army Corps of Engineers ("USACE") under Idaho's Stream Channel Alteration statutes (Chapter 38, Title 42, Idaho Code) and regulations (IDAPA 37.03.07) and Section 404 of the federal Clean Water Act (33 U.S.C. § 1344), respectively.

E. SUEZ is a municipal water supplier to more than 200,000 customers in Ada County, Idaho.

F. Micron is a developer and manufacturer of semiconductors in Ada County, Idaho.

G. Micron and BSU have agreed that Micron will undertake, and partially fund, the construction of the Side Channel Intake, Side Channel, and Side Channel Return, and that BSU, on behalf of and for the benefit of IBO, will have sole responsibility for the operation and maintenance of the Side Channel Intake, Side Channel, and Side Channel Return after construction is completed.

H. SUEZ and Micron together own and operate a surface water intake ("SUEZ/Micron Intake") across the Boise River from the Nature Center Property located downstream of the proposed Side Channel Intake and upstream of the Side Channel Return.

I. The parties desire to enter into this Agreement to address concerns that construction, operation, and/or maintenance of the Side Channel Intake, Side Channel, and Side Channel Return could adversely affect water quantity or quality in the Boise River at the SUEZ/Micron Intake.

#### **AGREEMENT**

In consideration of the foregoing recitals, which are a material part of this Agreement, and the mutual promises and covenants set forth below, BSU, SUEZ, ITD and Micron agree as follows:

1. **Construction Terms and Conditions.** Micron and BSU shall conduct any construction activities related to the Side Channel Intake, Side Channel, and Side Channel Return in compliance with the following terms and conditions:

- a. Construction activities that may impact water flow or quality characteristics in the existing main channel of the Boise River at the SUEZ/Micron Intake shall occur only between November 1 and the following February 28 with at least thirty (30) days written notice to SUEZ prior to construction commencement for the purpose of allowing SUEZ, in its sole discretion, to cease diversions at the SUEZ/Micron Intake while construction activities are pending;
- b. The Side Channel Intake, Side Channel, and Side Channel Return shall be constructed in substantial conformance with the plans attached hereto as **Exhibit B**;
- c. At least thirty (30) days prior to any construction, Micron and BSU shall provide SUEZ with all preliminary and final construction plans, including amendments thereto; and

- d. At least seven (7) days prior to filing or submitting to the relevant governmental authority, Micron and BSU shall provide SUEZ with any applications, notices, or other documents required to obtain project approvals under local, state, or federal laws, including without limitation any required under the federal and state statutes referenced in Recital D above.

2. **Operations and Maintenance Terms and Conditions.** Following construction of the Side Channel Intake, Side Channel, and Side Channel Return, BSU shall conduct any operations and maintenance activities related to the Side Channel Intake, Side Channel, and Side Channel Return in compliance with the following terms and conditions:

- a. Diversions into the Side Channel Intake and Side Channel may occur only when flows in the existing main channel of Boise River exceed 600 cubic feet per second, as measured at the USGS Glenwood Bridge stream gage (Site No. 13206000);
- b. Future maintenance or repair of the Side Channel Intake and Side Channel shall occur only between November 1 and the following February 28 with at least thirty (30) days written notice to SUEZ prior to commencement for the purpose of allowing SUEZ, in its sole discretion, to cease diversions at the SUEZ/Micron Intake while such activities are pending; provided, however, that in the event of an emergency BSU shall provide SUEZ with such prior notice as is reasonably practicable at the time;
- c. Future maintenance and repair of the Side Channel Intake and Side Channel shall be performed in perpetuity by BSU or any subsequent owner or operator of the Nature Center Property so as to maintain flow characteristics in the Side Channel and in the existing main channel of the Boise River as will exist immediately after construction of the Side Channel Intake, Side Channel, and Side Channel Return;
- d. If future maintenance and repair of the Side Channel Intake, Side Channel, or Side Channel Return is not performed as described in Paragraphs 2.a through 2.c, above, or if water quality or quantity at the SUEZ/Micron Intake is adversely affected by the Side Channel Intake or Side Channel, SUEZ may in its discretion take any actions it deems reasonably necessary to (a) maintain and repair the Side Channel Intake or Side Channel, and/or (b) reduce the amount of water flowing into the Side Channel Intake or Side Channel;
- e. To the extent that SUEZ takes any actions pursuant to Paragraph 2.d above, BSU (or any subsequent owner or operator of the Nature Center Property), shall reimburse SUEZ for any such actions; provided, however, that while BSU is the owner or operator of the Nature Center Property, BSU shall reimburse SUEZ for any such actions in amounts not to exceed BSU's budgeted reserve fund of not less than \$30,000.00, which reserve fund shall be established no later than the commencement of construction activities and shall be replenished from time-to-time as necessary to maintain a minimum \$30,000.00 balance; and

- f. All appropriate actions shall be taken in perpetuity and at BSU's (or a subsequent owner's) expense to maintain the water flow and quality characteristics in the existing main channel of the Boise River so that SUEZ's ability to divert water of sufficient quality and quantity at the SUEZ/Micron Intake is not adversely affected.

3. **ITD Construction, Operation, and Maintenance on ITD Parcel.** ITD will not be performing any construction, maintenance, or operational activities related to the Side Channel Intake, Side Channel, and Side Channel Return. This Agreement in no way restricts, modifies, or alters ITD's right to access its land at any time, for any reason and for any purpose, including but not limited to ITD's construction, repair, operation, or maintenance of ITD highway facilities and infrastructure, the State Highway 21 Diversion Dam Bridge, and activities within the ITD right-of-way. Notwithstanding this provision, ITD abides by all local, state, and federal laws and regulations, and any existing contractual obligations with regard to performing any activity that may affect water rights or water use for the Boise River. In the event an ITD activity on the ITD Parcel directly affects the Side Channel Intake, Side Channel, or Side Channel Return in a manner contemplated by this Agreement, ITD will, whenever possible under the circumstances, provide reasonable notice to SUEZ and Micron via BSU prior to commencement of said activity by ITD. In the event ITD acquires ownership of or assumes operations and management responsibilities for the Side Channel Intake, Side Channel, and Side Channel Return, ITD agrees to adhere to the terms and conditions of this Agreement.

4. **No Change in Ownership of ITD Parcel.** This Agreement does not create, modify, or alter ITD's ownership in fee of the ITD Parcel.

5. **Damage to BSU, Micron, or SUEZ Improvements on the ITD Parcel.** In the event any of the parties to this Agreement own or have a legal interest in any improvements located on the ITD Parcel and said improvements are damaged or destroyed by a natural act, by a party to this Agreement, or by a third party that is not ITD, the damage or destruction of said improvements is not compensable against ITD by any party to this Agreement. ITD's liability for the damage or destruction of any improvements on the ITD Parcel that are not owned by ITD is further limited by applicable federal and state law, including the Idaho Tort Claims Act, and by any existing or future agreements between ITD, BSU, Micron and/or the city of Boise that address ITD liability on the ITD Parcel.

6. **SUEZ's Consent to Construction.** In consideration of Micron's and BSU's agreement to comply with the terms and conditions in Paragraphs 1 and 2 above, SUEZ agrees to not protest, object to, or otherwise challenge construction, operation, or maintenance of the Side Channel Intake, Side Channel, or Side Channel Return so long as water quality and quantity at the SUEZ/Micron Intake is not, or is not reasonably expected to be, adversely affected.

7. **Indemnification.** Micron agrees to indemnify and hold harmless SUEZ from and against any claims, liens, liabilities, debts, obligations, or demands arising out of or related to the construction or maintenance of the Side Channel Intake, Side Channel, or Side Channel Return, except for such matters arising solely out of the negligence or fault of SUEZ. Micron agrees to

indemnify and hold harmless ITD from and against any claims, liens, liabilities, debts, obligations, or demands arising out of or related to the construction or maintenance of the Side Channel Intake, Side Channel, or Side Channel Return, except for such matters arising solely out of the negligence or fault of ITD.

8. **Compliance with Law.** Each party is solely responsible for ensuring that its use of water and performance under this Agreement is in compliance with all applicable local, state and federal laws.

9. **Entire Agreement.** The Parties acknowledge that the terms, conditions, and covenants of this Agreement shall supersede any prior negotiations and agreements of the Parties, oral or written, concerning the subject matter of this Agreement, that there are no other agreements not contained in this Agreement, and that this Agreement shall be the final expression of the agreement between the Parties concerning the subject matter hereof. There are no warranties, covenants or representations made by any party not expressly contained herein.

10. **Amendment.** This Agreement may only be amended or terminated in writing executed and acknowledged by all parties.

11. **Recording; Binding Effect.** This Agreement shall be recorded in the real property records of Ada County, Idaho. The covenants, conditions, and restrictions herein contained shall run with the land, shall be a burden on the Nature Center Property and an appurtenance thereto, to and for the benefit of SUEZ and Micron, and shall inure to the benefit of, and be binding upon, the parties and their successors and assigns, and every person or entity who holds or acquires any right, title, or interest in the Nature Center Property. The acquisition of any right, title, or interest in or with respect to the Nature Center Property by any person or entity whomsoever, shall be deemed to constitute the acceptance of all of such covenants, conditions, and restrictions by such person or entity, and upon the transfer of any right, title, or interest in or with respect to the Nature Center Property, the same shall be subject to, and the transferee shall assume and be bound and obligated to observe or perform all of such covenants, conditions, and restrictions. The covenants, conditions, and restrictions in this Agreement shall inure to the benefit of and be binding upon the employees, agents, invitees, contractors, successors, and assigns of the parties. The termination of any portion of this Agreement shall be effective only upon recording a written documentation of such termination in the real property records of Ada County, Idaho.

12. **Attorney Fees.** Performance of the terms, covenants, and/or agreements of this Agreement may be enforced by the parties in law and in equity. In the event that suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees.

13. **Cooperation in Good Faith.** By signing this Agreement, the parties agree to cooperate fully and in good faith with one another in their performance of this Agreement.

**14. Notice.** Any written notice required under this Agreement shall be delivered to the parties at the addresses set forth below, or at such other address as a party may from time to time specify by notice to the other parties:

|                 |                                                                                                                                               |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| To BSU:         | Greg Kaltenecker, Director<br>Intermountain Bird Observatory<br>Boise State University<br>1910 University Drive<br>Boise, ID 83725            |
| To Micron:      | Micron Technology, Inc.<br>8000 S. Federal Way<br>PO Box 6<br>Boise, Idaho 83707<br>Attention: Environmental Compliance Manager               |
| With a copy to: | Micron Technology, Inc.<br>8000 S. Federal Way<br>PO Box 6<br>Boise, Idaho 83707<br>Attention: General Counsel<br>corporatenotices@micron.com |
| To SUEZ:        | Marshall Thompson<br>Vice President and General Manager<br>SUEZ Water Idaho Inc.<br>8248 W Victory Rd<br>Boise, ID 83709                      |
| To ITD:         | Jason Brinkman<br>Idaho Transportation Department, D3<br>8150 Chinden Boulevard<br>Boise, ID 83714-1367                                       |

**15. Authority.** Each individual executing this document warrants that he or she has the authority to bind the entity represented and that such entity is thereby bound by the terms of this Agreement.

[Signatures on following pages]

BSU:

Boise State University

By: Jillian D. Drucci  
Its: Associate Vice President

STATE OF IDAHO

COUNTY OF ADA

I, Rachel Burdick, a notary public, do hereby certify that on this 19<sup>th</sup> day of August, 2021, personally appeared before me, Jillian Drucci, who, being by me first duly sworn, declared that he or she is Associate Vice President of Boise State University, that he or she signed the foregoing document as Associate Vice President of the institution, and that the statements therein contained are true.



Notary Public  
Rachel Burdick  
My Commission Expires 9-14-2028



MICRON:

Micron Technology, Inc.,  
a Delaware corporation

By: R. Sural

Its: VP TD Operations & Equipment

STATE OF IDAHO

COUNTY OF ADA

I, Jessica McClellan, a notary public, do hereby certify that on this 20<sup>th</sup> day of August, 2021, personally appeared before me, Suresh Ramarajan, who, being by me first duly sworn, declared that he or she is the VP TD Operations & Equipment of Micron Technology, Inc., that he or she signed the foregoing document as VP TD Operations & Equipment of the corporation, and that the statements therein contained are true.

Notary Public

Jessica McClellan  
My Commission Expires 3/9/2026



SUEZ:

SUEZ WATER IDAHO INC.

By:   
Marshall Thompson, Vice President

STATE OF IDAHO

COUNTY OF ADA

I, MaryAnn Michaelson, a notary public, do hereby certify that on this 19<sup>th</sup> day of August, 2021, personally appeared before me, Marshall Thompson, who, being by me first duly sworn, declared that he is the Vice President of SUEZ Water Idaho Inc., that he signed the foregoing document as Vice President of the corporation, and that the statements therein contained are true.



Notary Public

MaryAnn Michaelson  
My Commission Expires 04/29/21

ITD:

Idaho Transportation Department

By:



Its:

DISTRICT 3 ADMINISTRATOR

STATE OF IDAHO

COUNTY OF ADA

I, ROGER EDWARDS, a notary public, do hereby certify that on this 26<sup>th</sup> day of AUGUST, 2021, personally appeared before me, J. CALEB LAKEY, who, being by me first duly sworn, declared that he or she is DISTRICT ADMINISTRATOR of the Idaho Transportation Department, that he or she signed the foregoing document as a person with authority to bind the Idaho Transportation Department, and that the statements therein contained are true.



Notary Public

My Commission Expires 8-31-2023

## **EXHIBIT A**

**Parcel I:**

A parcel of land being a portion of Government Lot 2 lying in the Southeast quarter of Section 33, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:  
Commencing at a found 1/2 inch iron pin set inside a 2 inch iron pipe marking the East quarter corner of said Section 33, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, said pin bears North 01°14'12" East 2659.61 feet from a found brass cap marking the section corner common to Sections 3 and 4, Township 2 North, Range 3 East, Boise Meridian, Ada County, Idaho and Sections 33 and 34, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho; thence North 88°52'00" West 1328.00 feet along the North boundary of said Government Lot 2, Section 33 to a found brass cap marking the East 1/16 corner of said Section 33; thence continuing North 88°52'07" West 164.41 feet along the said North boundary of Government Lot 2, Section 33 to a set 5/8 inch iron pin lying on the Westerly right of way of the Penitentiary Canal and marking the Real Point of Beginning; thence along the said Westerly right of way of the Penitentiary Canal the following courses and distances:  
South 07°44'41" West 262.26 feet to a set 5/8 inch iron pin; thence  
South 04°20'46" East 122.85 feet to a set 5/8 inch iron pin; thence  
South 14°52'05" East 365.47 feet to a set 5/8 inch iron pin; thence  
South 06°58'57" East 165.06 feet to a set 5/8 inch iron pin; thence  
South 04°56'50" East 158.56 feet to a set 5/8 inch iron pin; thence leaving the said Westerly right of way of the Penitentiary Canal  
North 09°05'55" West 312.29 feet to a found 5/8 inch iron pin; thence  
North 50°47'38" West 253.19 feet to a point; thence  
North 29°55'17" West 690.71 feet to a found 5/8 inch iron pin lying on the said North boundary of Government Lot 2, Section 33; thence  
South 88°52'07" East 488.72 feet along the said North boundary of Government Lot 2, Section 33 to the Point of Beginning.

**Parcel II:**

**A parcel of land being a portion of Government Lot 1 and lying in the Southwest quarter of Section 33, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows: Commencing at a found brass cap marking the section corner common to Sections 3 and 4, Township 2 North, Range 3 East, Boise Meridian, Ada County, Idaho and Sections 33 and 34, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, said section corner bears South 01°14'12" West 2659.61 feet from a found 1/2 inch iron pin set inside a 2 inch iron pipe marking the East quarter corner of said Section 33; thence North 87°29'09" West 998.12 feet along the South boundary of said Section 33 to a point lying along the Westerly right of way of the Penitentiary Canal, said point also marking the Real Point of Beginning; thence continuing North 87°29'09" West 329.19 feet along the said South boundary of Section 33 to a point; thence North 07°27'18" West 463.61 feet to found 5/8 inch iron pin; thence North 31°17'08" East 352.36 feet to a point; thence North 09°05'55" West 683.39 feet to a point lying along the said Westerly right of way of the Penitentiary Canal; thence along said Westerly right of way of the Penitentiary Canal the following courses and distances: South 14°11'17" East 437.08 feet to a point; thence South 11°37'21" East 194.31 feet to a point; thence South 27°06'42" East 110.94 feet to a point; thence South 05°43'35" West 21.59 feet to a point; thence South 23°25'47" West 49.57 feet to a point; thence South 10°42'47" East 240.47 feet to a point; thence South 26°27'13" East 63.86 feet to a point; thence South 00°28'28" West 46.34 feet to a point; thence South 11°21'22" East 337.09 feet to the Point of Beginning.**

LEGAL DESCRIPTION

Project No. STP-E-7643(100)  
Key No. 5547  
Parcel No. 2, Id. No. 0037128

A parcel of land being on both sides of the centerline of State Highway No. 21, Project No. STP-F-3291(028) Highway Survey as shown on the plans of State Highway No. 21, Project No. STP-E-7643(100) Highway Survey now on file in the office of the Idaho Transportation Department, and being all of Government Lot 1 of Section 4, Township 2 North, Range 3 East, Boise Meridian, lying Southwesterly of the Southwesterly line of the first exception from the third tract of land as conveyed by that certain Warranty Deed dated September 18, 1978 recorded September 22, 1978 as Instrument No. 7850835 records of Ada County, Idaho, said Southwesterly line is shown of record to be Southwesterly line of the existing Penitentiary Canal.

EXCEPTING THEREFROM:

A parcel of land being on both sides of the centerline of State Highway No. 21, Project No. STP-F-3291(028) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, and being a portion of Government Lot 1 of Section 4, Township 2 North, Range 3 East, Boise Meridian, described as follows, to-wit:

Commencing at the Northeast corner of Section 4, Township 2 North, Range 3 East, Boise Meridian;

thence North 88°05'08" West along the North line of said Section 4, a distance of 681.60 feet to a point in the Southwesterly right of way line of existing State Highway No. 21;

thence South 19°03'34" East along said existing Southwesterly right of way line 546.73 feet to a point 384.22 feet Northeasterly and radially from Station 404+67.91 of said State Highway no. 21, Project No. STP-F-3291(028) Highway Survey;

thence South 85°54'31" West - 301.96 feet to a point in the Southwesterly line of the first exception from the third tract of land as conveyed by that certain Warranty Deed dated September 18, 1978 recorded September 22, 1978 as Instrument No. 7850835 records of Ada County, Idaho, said Southwesterly line is shown of record to be the Southwesterly line of the Penitentiary Canal, which point is 245.34 feet Northeasterly and radially from Station 402+50.85 of said Highway Survey and being the Real Point of Beginning;

thence South 85°54'31" West - 490.08 feet to a point in the Easterly natural or ordinary high water line of the Boise River;

thence Southerly along said Easterly natural or ordinary high water line 250.0 feet, more or less, to a point in a line parallel with and

Page 1

EXHIBIT NO.  
A

LEGAL DESCRIPTION

Project No. STP-E-7643(100)  
Key No. 5547  
Parcel No. 2, Id. No. 0037128

125.0 feet Southwesterly from the centerline of said Highway Survey;  
thence Southeasterly along said parallel line being a 1,198.86 foot  
radius curve Right, an arc length of 670.0 feet, more or less, to a  
point in said Southwesterly line and being opposite Station 405+80.31  
of said Highway Survey;

thence along said Southwesterly line as follows:

North 19°35'12" West (shown of record to be North 19°10'00" West)  
270.13 feet;

North 14°58'23" West (shown of record to be North 15°00'00" West)  
233.33 feet to the Real Point of Beginning;

Highway Station Reference: 397+95 to 404+00.

The area conveyed by this instrument is approximately 15.5 acres.

The bearings as shown in the above land description, unless otherwise  
noted, are from the Idaho Plane Coordinate System, based on the  
transverse mercator projection for the West Zone of Idaho.

LEGAL DESCRIPTION

Project No. STP-F-2391(028)  
Key No. 2623 Parcel No. 5, Id. Ncs. 0036874

Land situated in the County of Ada

A parcel of land being on both sides of the centerline of State Highway No. 21, Project No. STP-F-3291(028) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, and being a portion of Government Lot 1 of Section 4, Township 2 North, Range 3 East, Boise Meridian, described as follows, to-wit:

Commencing at the Northeast corner of Section 4, Township 2 North, Range 3 East, Boise Meridian;

thence North 88°05'08" West along the North line of said Section 4, a distance of 681.60 feet to a point in the Southwesterly right of way line of existing State Highway No. 21;

thence South 19°03'34" East along said existing Southwesterly right of way line 546.73 feet to a point 384.22 feet Northeasterly and radially from Station 404+67.91 of said State Highway no. 21, Project No. STP-F-3291(028) Highway Survey;

thence South 85°54'31" West - 301.96 feet to a point in the Southwesterly line of the first exception from the third tract of land as conveyed by that certain Warranty Deed dated September 18, 1978 recorded September 22, 1978 as Instrument No. 7850835 records of Ada County, Idaho, said Southwesterly line is shown of record to be the Southwesterly line of the Penitentiary Canal, which point is 245.34 feet Northeasterly and radially from Station 402+50.85 of said Highway Survey and being the Real Point of Beginning;

thence South 85°54'31" West - 490.08 feet to a point in the Easterly natural or ordinary high water line of the Boise River;

thence Southerly along said Easterly natural or ordinary high water line 250.0 feet, more or less, to a point in a line parallel with and 125.0 feet Southwesterly from the centerline of said Highway Survey;

thence Southeasterly along said parallel line being a 1,198.86 foot radius curve Right, an arc length of 670.0 feet, more or less, to a point in said Southwesterly line and being opposite Station 405+80.31 of said Highway Survey;

thence along said Southwesterly line as follows:

North 19°35'12" West (shown of record to be North 19°10'00" West) 270.13 feet;

Page 3

EXHIBIT NO.  
A

LEGAL DESCRIPTION

Project No. STP-F-2391(028)  
Key No. 2623  
Parcel No. 5, Id. No. 0036874

North 14°58'23" West (shown of record to be North 16°00'00" West) 233.33 feet to the Real Point of Beginning;

Highway Station Reference: 397+95 to 404+00.

The area above described contains approximately 4.01 acres.

AND ALSO:

A parcel of land being on both sides of the centerline of State Highway No. 21, Project No. F-3291(028) Highway Survey as shown on the plans thereof and now on file in the office of the Idaho Transportation Department, and being a portion of Government Lots 1 and 5, Section 4, Township 2 North, Range 3 East, Boise Meridian, described as follows, to-wit:

Commencing at the Northeast corner of Section 4, Township 2 North, Range 3 East, Boise Meridian;

thence North 88°5'8" West along the North line of said Government Lot 1, Section 4 a distance of 681.60 feet;

thence South 19°3'34" East a distance of 546.73 feet to the Point of Beginning;

thence South 19°3'34" East a distance of 914.39 feet;

thence South 70°56'25" West a distance of 187.62 feet to a point 233.88 feet right of Station 411+54.21, Project No. F-3291(028) Highway Survey;

thence North 27°7'22" West a distance of 104.69 feet;

thence North 19°35'12" West a distance of 652.90 feet;

thence North 14°58'23" West a distance of 210.08 feet to a point 287.20 feet left of Station 403+28.16 of said Highway Survey;

thence North 85°54'31" East a distance of 200.13 feet to the Point of Beginning;

State Highway No. 21 Station Reference: 403+28.16 to 411+54.21

The area above described contains approximately 4.39 acres.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho Plane Coordinate System, based on the transverse mercator projection for the West Zone of Idaho.

Page 4

# EXHIBIT B

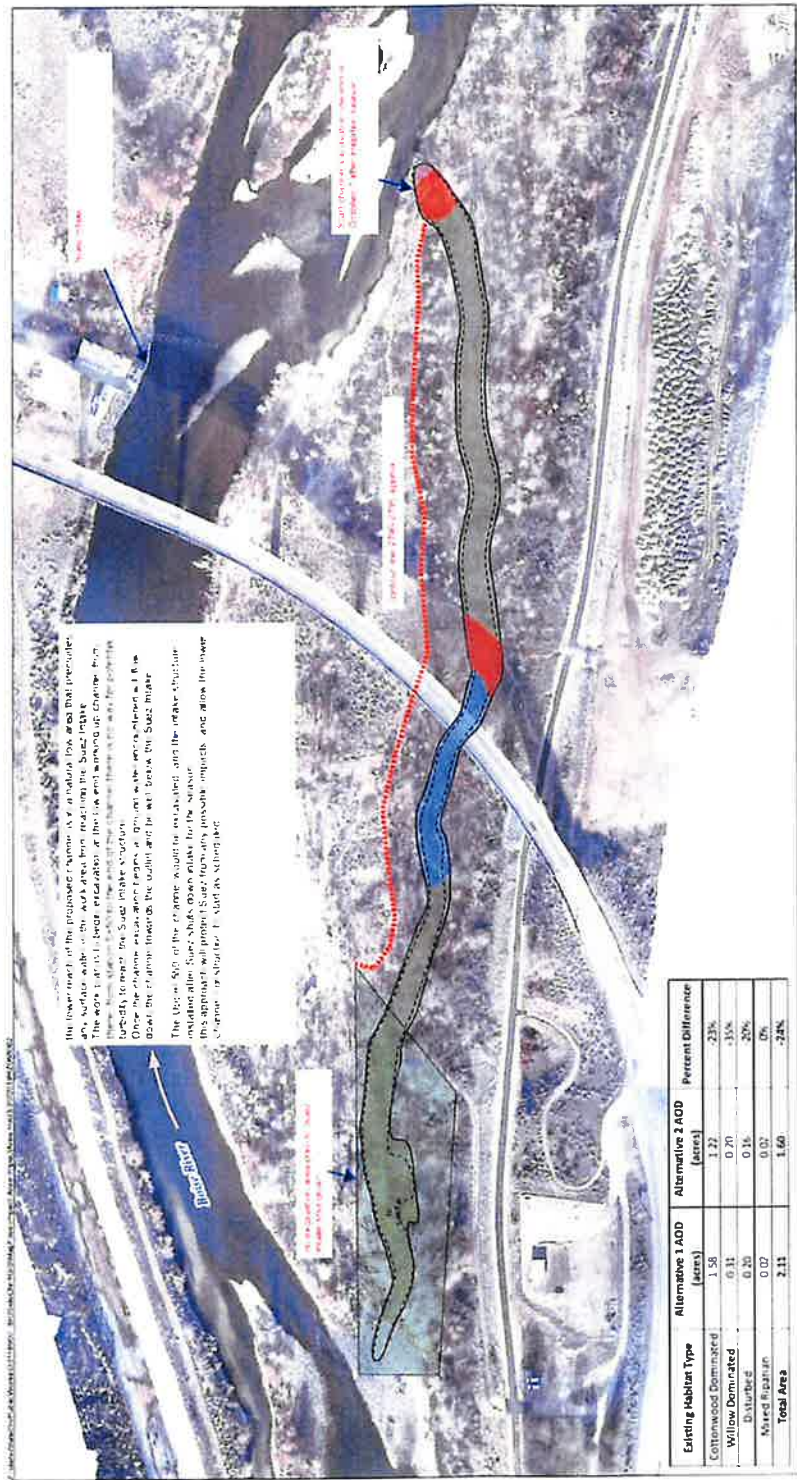


Figure 5  
Channel Excavation Impact Areas  
IBO Side Channel Concept Design

