

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule and water right proof report or details report for Part 2A of the transfer application are available from any Department office or on the Department's website at <http://www.idwr.idaho.gov/>.

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Proof Report (obtained from Department) or Details Report (obtained on website) describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the transfer applicant as the current water right owner.
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <http://www.idwr.idaho.gov/water/rights/>.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.)
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☒ ☐ #9 Other. Please describe: Land Exchange and Joint Use Purchase Agreement

RECEIVED

JUL 28 2009

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 75808APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant(s) Boise State University Phone 208-426-1011Mailing address Office of the President, 1910 University Drive, Boise, ID 83725 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No RepresentativeName of Representative Lori Graves, c/o SPF Water Engineering Phone 208-383-4140Mailing address 300 E. Mallard Dr., Ste 350, Boise, ID 83706 Email lgraves@spfwater.com☐ Send all correspondence for this application to the representative and not to the applicant.

OR

☒ Send original correspondence to the applicant and copies to the representative.☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.



Signature of Applicant or Authorized Representative

STACY M. PEARSON
Print Name and Title if applicable
VP FINANCE + ADMINISTRATION

7/21/09
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2. Transfer primary ground water to proposed sports complex site for irrigation of 7 acres within a 15-acre permissible place of use from an existing well.**

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JUL 28 2009

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 ContinuedB. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	63-10996	0.03/4.5	Irrigation	3/15 to 11/15	Ground Water
☒ ☐	63-27213	0.24/27	Irrigation	3/1 to 11/15	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.27 cfs and/or 31.5 ac-ft2. Total amount of water proposed to be transferred or changed 0.27 cubic feet per second and/or 31.5 acre-feet per annum.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
No			NW	SW	11	3N	2E	Ada	Ground Water	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	2E	11										15							15

Total Acres (for irrigation use) 7 within 15 ac ppu

Page 3 of 8STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future: Existing well, pump and pressurized irrigation system

- b. Who owns the property at the point(s) of diversion? Boise School District

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: See attached Land Exchange and Joint Use Agreement

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer: Land under license 63-10996 is now a parking garage. Land under right 63-27213 will be irrigated with water from 63-27214 and South Boise Water Company. See attached for further explanation.

- e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use: None

- f. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|-------------------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☒ | ☐ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe: 63-10996 was placed in the Water Supply Bank in May, 2008 and will be removed from the bank upon approval of this application

Part 1, Item 5. d. Continued:

The irrigated acres under water right 63-27213 have access to the irrigation system that supplies surface water from South Boise Water Co. and supplemental ground water under water right 63-27214. To allow processing of this transfer application, an accompanying transfer application proposes a permissible place of use for water right 63-27214, which includes the area previously irrigated with water right 63-27213.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1. of the application, attach a Proof Report (obtained from Department) or Details Report (obtained from website @ <http://www.idwr.idaho.gov/apps/ExtSearch/SearchWRAJ.asp>). Label it **Part 2A**.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- ☐ Complete and attach one copy of **Part 2B** for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable.

Right Number: _____

- [illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use)

Pg 6 of 8

TRANSFER No. 75808 PART 2A

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

5/29/2009

WATER RIGHT NO. 63-10996

Owner Type	Name and Address
Current Owner	BOISE STATE UNIVERSITY OFFICE OF THE PRESIDENT 1910 UNIVERSITY DR BOISE, ID 83725 (208) 426-1011
Original Owner	LLOYD PROPERTIES LLC 3293 E BOULDER HTS DR BOISE, ID 83712 (208) 375-9698
Original Owner	RUBY J ALLEMAN 8465 GOLSE DR BOISE, ID 83704 (208) 375-9698

Priority Date: 09/14/1989

Basis: License

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	3/15	11/15	0.03 CFS	4.5 AFA
Total Diversion			0.03 CFS	

Location of Point(s) of Diversion:

GROUND WATER[SWNE]Sec. 15[Township 03N]Range 02E[ADA County]

Licensed Diversion Capacity: 0.04

Place(s) of use:

Place of Use Legal Description: IRRIGATION ADA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03N	02E	15		SWNE	1									

Total Acres: 1

Conditions of Approval:

1. [R52] This right when combined with all other rights shall provide no more than .03 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.
2. [] Place of use also known as Lots 8-24, Blk. 6, South Boise 1st Subdivision.

Dates:

Licensed Date: 02/27/1991

Decreed Date:

Permit Proof Due Date: 1/1/1991

Permit Proof Made Date: 12/20/1989

Permit Approved Date: 12/14/1989

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: 09/14/1989

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:

2009 APR 29 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	PARTIAL DECREE PURSUANT TO
	)	I.R.C.P. 54(b) FOR
Case No. 39576	)	
_____	)	Water Right 63-27213

NAME AND ADDRESS: BOISE STATE UNIVERSITY
OFFICE OF THE PRESIDENT
1910 UNIVERSITY DR
BOISE, ID 83725

SOURCE: GROUND WATER

QUANTITY: 0.24 CFS
27.00 AFY

PRIORITY DATE: 03/15/1950

POINT OF DIVERSION: T03N R02E S15 NENE Within Ada County

PURPOSE AND			
PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-01 TO 11-15	0.24 CFS
			27.00 AFY

PLACE OF USE:	Irrigation		Within Ada County
	T03N R02E S10	SESE 0.7	
	S15	NENE 5.3	
	6.0 Acres Total		

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

John M. Melanson

John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**. If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

1. Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above.:

FOR DEPARTMENT USE ONLY

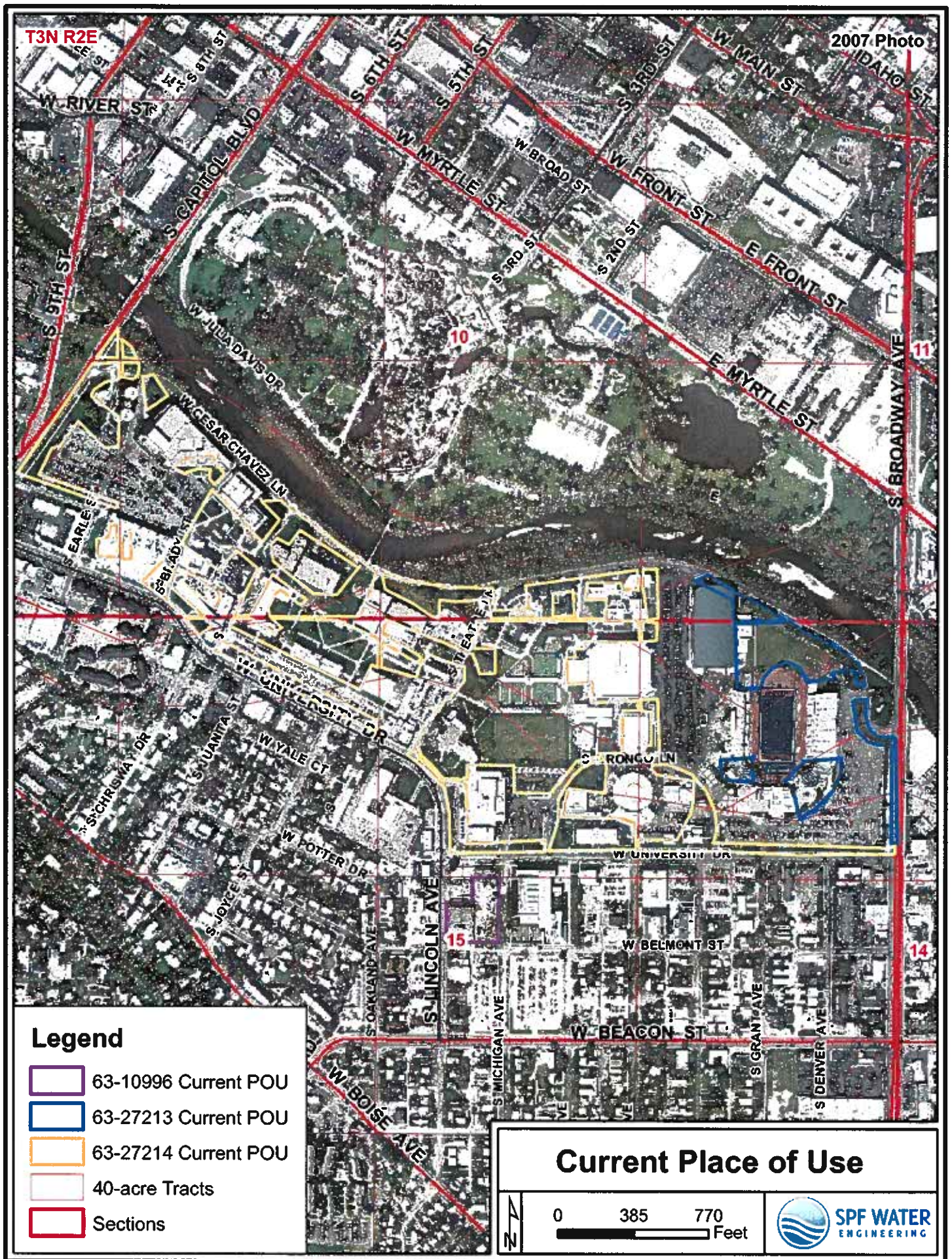
Transfer contains 8 pages and _____ attachments.

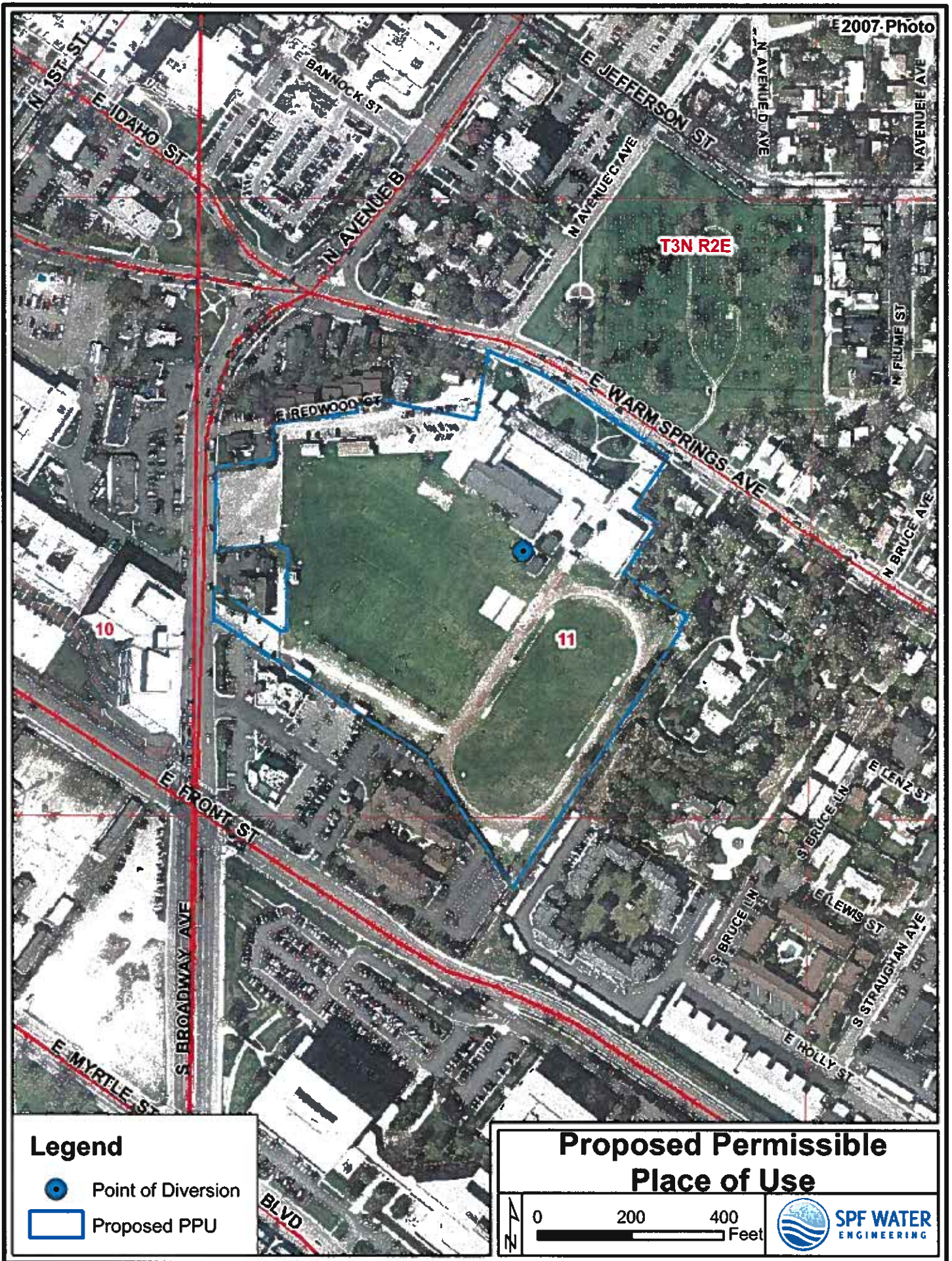
Received by Jmk Date 7-28-09 Prelim. Check by _____ Date _____

Fee Paid \$ 250- Date 7-28-09 Received by DB Receipt # W037741

Add'l Fee Paid _____ Date _____ Received by _____ Receipt # _____

ATTACHMENT 7a & 7b
(CURRENT POU AND PROPOSED PPU)





ATTACHMENT 9

LAND EXCHANGE AND JOINT USE AGREEMENT
(PROPOSED PPU)

**LAND EXCHANGE AND JOINT USE AGREEMENT BETWEEN
BOISE STATE UNIVERSITY AND THE INDEPENDENT SCHOOL DISTRICT
OF BOISE CITY**

This Agreement is made and entered into this 21 day of June, 2007 by and between Boise State University, a state institution of higher education, and the Independent School District of Boise City, a public school district.

RECITALS

WHEREAS, Boise State University (the "University") and the Independent School District of Boise City (the "District") are both public entities located in Boise, Idaho; and,

WHEREAS, the University and the District work cooperatively on numerous issues including education, community outreach, athletics and other areas of mutual interest and public good for the citizens of Idaho; and,

WHEREAS, the University and District agreed to cooperatively enter into a transaction where the University would acquire a certain parcel of real property in the Barber Valley that the District found desirous for the location of a junior high school facility for the District's use; and,

WHEREAS, the District is the owner of a parcel of real property commonly known as East Junior High that no longer meets the needs of the District but is uniquely suited to meet the needs of the University after the University demolishes the existing structures and develops the site as an athletic complex; and,

WHEREAS, the District and the University agreed to exchange the East Junior High parcel for the University acquired Barber Valley parcel; and,

WHEREAS, the parcels are not of equal value, and to ensure that the University and District each grant and receive equal value as part of this transaction, after the exchange of parcels there will be a lease of the East Junior High parcel to the District for its use during the construction of the new junior high on the Barber Valley parcel and a long term mutual use agreement for the new facilities the University will construct on the East Junior High site;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants above recited and herein contained, the parties hereby agree as follows:

1. The University shall acquire a parcel of undeveloped land in the Barber Valley consisting of approximately 21.5 acres described in attached Exhibit A, hereinafter referred to as the Barber Valley parcel.

2. The University has caused the Barber Valley parcel to be appraised by a licensed appraiser and the appraised value of the parcel, as also agreed to by the parties, is \$6,100,000.
3. The District is the owner of a parcel of real property currently developed and used as a junior high school consisting of approximately 15 acres described in attached Exhibit B, hereinafter referred to as the East Junior High parcel. The District has caused the East Junior High parcel to be appraised by a licensed appraiser and the appraised value of the parcel, as also agreed to by the parties, is \$8,170,000 as bare land, with a demolition cost of the structures estimated at \$432,000, for a value of \$7,738,000 as-is with the buildings not demolished.
4. The University and the District shall exchange the Barber Valley parcel and the East Junior High parcel with a closing date of June 19, 2007. Each party shall convey clear and marketable title to the other via warranty deed and shall ensure that a policy of title insurance shall be issued to the other party for the full appraised value of the parcel. The other costs of the closing shall be born equally by the parties. Each party shall bear full risk of loss on their respective parcels until the date of closing.
 - a. The District will take immediate possession of the Barber Valley parcel. The University shall not take possession of the East Junior High parcel and the District shall remain in continuous, uninterrupted possession and control of the parcel post closing and through the term of the lease provided for herein.
5. Immediately following closing, the University shall lease the East Junior High parcel to the District for the express payment of One Dollar (\$1.00) for a term that shall extend until the District completes its construction of a new junior high on the Barber Valley parcel and is able to vacate the East Junior High parcel and moves its contents to the new junior high. The parties anticipate that this will occur in the Spring of 2009, but agree that the lease shall continue until the actual vacation of the East Junior High parcel by the District.
 - a. During the lease term, the District shall bear the risk of loss of all improvements on the East Junior High parcel and shall insure the improvements in the same manner it insures other similar school facilities. Losses paid under such insurance, whether self insurance or by insurance policy, shall be credited to the University as appropriate under this Agreement if the loss diminishes the value of the East Junior High parcel to the University.
 - b. The District shall, subject to the limits of the Idaho Tort Claims Act, defend and indemnify the University from any losses resulting from the District's use of the East Junior High parcel during the term of the lease.

- c. The District shall bear all costs of use and occupation of the East Junior High parcel during the lease, including but not limited to utilities, operational costs, maintenance, assessments, and any and all other costs associated with the District's operation of the junior high. The University shall have no duty whatsoever as landlord for the condition of the premises and all such duties or responsibilities are hereby assumed by the District.
 - d. Upon vacation at the end of the lease, the District shall have the right to salvage items, including portable buildings, from the parcel. Provided, however, that the District acknowledges that the University may use and occupy part of the existing school premises for temporary space for personnel after the District vacates and before the demolition required to carryout the construction referred to in section 6. As such, the District will consult with the University to ensure that the salvage of items of fixtures and equipment does not leave the existing school facilities in a condition that is unsafe, uninhabitable or not fit for occupancy. The University and District agree to mutually work together to ensure that this section is carried out to the parties mutual satisfaction. After the University's occupancy is complete but before any demolition, the District will have another opportunity to salvage items from the parcel for items that needed to remain during the University's use of the existing facilities.
6. The University shall, after taking possession of the East Junior High parcel following the District's vacation at the end of the lease, proceed to construct an athletic complex in a form substantially similar to the concept plan agreed between the parties and set forth on Exhibit C. The University and District agree that they will work together regarding the design of the athletic complex to ensure that the use needs of both parties are taken into account. It is expected that the athletic facilities will be constructed within three years of the District's vacation of the East Junior High parcel.
- a. The University will solely own all facilities and improvements (the athletic facilities) made at the athletic complex.
 - b. The University will manage the athletic facilities.
 - i. Provided that the management of certain District events may be under the control of the District if mutually agreed by the parties.
 - ii. At a minimum, the District will be required to manage all crowd control and supervise the conduct of all District events under terms substantially similar to when the Districts rents current University facilities for athletic events.
 - c. The University shall carry out the construction to include the reasonable replication of the historic entrance of the parcel when such was used as the "old public school field" for the District prior to the construction of the existing junior high.

- d. The University and District shall meet no less than annually to set up an annual general schedule for use of the athletic facilities. This meeting shall also include a mutually agreeable process for scheduling specific activities in the athletic facilities throughout the year.
 - i. The University and District shall ensure that the fall high school football season use by the District shall have priority over other uses of the athletic facilities, provided, however, that the parties acknowledge that the University schedules games for its University football program on various nights of the week. If the University schedules a football game on a particular day, the District agrees that it will not schedule a District event at the athletic facilities on the same day (unless the times of the events do not overlap or conflict) since the amount of traffic and spectators would be unworkable for either event.
- e. The University shall ensure that the maintenance schedule for the athletic facilities is consistent with the schedule and scheduling process set forth herein.
 - i. The University maintenance obligation includes the post event custodial services following District events. This obligation is for normal game clean up and general maintenance, provided that vandalism and damage beyond normal wear and tear that occurs at District events shall be the responsibility of the District.
- f. Major decisions regarding issues such as remodel of the athletic facilities or changes in use of the athletic facilities require the mutual agreement of the parties.
- g. Specific items regarding the construction of the athletic facilities, agreed by both parties as meeting the needs of the District and the University, to be constructed by the University include:
 - i. The track stadium shall accommodate a minimum of 5,000 spectators. The stadium must be expandable to 8,000 with the use of portable bleachers.
 - ii. Adequate parking for the facilities must be provided for either on site or within reasonable proximity.
 - iii. The infield of the track stadium, suitable for high school football, shall be an artificial turf.
 - iv. Class "A" high school athletic field lighting designed to reduce glare to surrounding neighborhoods.
 - v. Crowd control fencing as is normally required in such facilities.
 - vi. Appropriately sized scoreboards at both ends of the stadium.
 - vii. Appropriate public address system and headset communications for coaches from two football teams.
 - viii. Appropriate press box/announcer areas for assistant coaches and media.
 - ix. Two sets of restrooms on each side of the stadium.

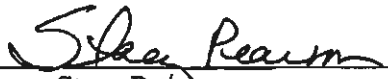
- x. Concession stands on each side that include water, electricity, sinks and other such amenities needed to meet current grade "A" food service standards.
 - xi. Home and visitor locker rooms or rest rooms with meeting room capacity built to accommodate male and female athletes.
 - xii. Appropriate equipment storage area.
 - xiii. Appropriate entrance and on call location for emergency medical treatment personnel.
7. The parties agree that the value of the two parcels subject to this Agreement are not equal. However, the parties both being public entities, are desirous of ensuring equal value be exchanged between the University and the District. As such, the following covenants shall be designed to create and equal value transaction between the parties.
- a. The Barber Valley parcel is valued at \$6,100,000.
 - b. The East Junior High parcel is valued at \$7,738,000.
 - * c. The value of the water rights retained by the District and not conveyed, as set forth in section 10, is \$70,000.
 - d. The value of each month (full or partial) that the District occupies the East Junior High parcel post closing as part of the lease is \$5,000. Thus, if the District vacates the East Junior High parcel on January 31, 2009 (19 months of rental), the value of the lease would be \$95,000.
 - e. Because the facilities will not be designed and constructed until a future date, and the cost of operation and maintenance cannot be accurately calculated at this time, the value of each year of use of the University athletic facilities constructed at East Junior High by the District shall be determined annually between the parties as set forth in section 8 below.
 - f. Once the Improvements that are required for the use of the University are identified, any improvements specifically required for the District's use of the athletic complex shall be valued at their cost.
 - g. The parties agree that the above values shall be used to evaluate when the transaction has properly reached equal value for both parties. Once equal value is met, the use rates for the University constructed athletic facilities at East Junior High shall be as set forth in section 8 below.
8. Once the value for both sides has been equalized, the parties shall agree to the reasonable annual use rate payment the District shall pay for the rental of the athletic facilities. This annual payment shall be the sole cost paid by the District unless payments are due for vandalism/damage under section 6.e.i, for additional new facilities specifically required by the District as in section 7.f.
- a. The parties shall meet annually to determine the use rate. It is the intent of the parties that the rate take into account the mutual cooperation of the parties in this land exchange, the value each party has received (actual and

intrinsic) and that each party negotiate in good faith that operation for profit is not within the intent of this Agreement.

9. Unless specifically provided otherwise in a specific section of this Agreement, each party shall be responsible for their own acts and omissions and shall, subject to the limits of the Idaho Tort Claims Act, defend the other from loss stemming from such acts or omissions.
- * 10. The District will not transfer its water rights as part of this agreement. The District will retain its water rights and transfer those to the Barber Valley Parcel. The University will not receive any such rights as part of the land exchange.
11. It is the intent of the parties that this Agreement constitutes a long term commitment of mutual use and cooperation. Understanding that the use of terms such as "perpetual" and "permanent" prove to be unworkable, and that future circumstances of either party may change the need or workability of this Agreement, the parties agree that the initial term of this Agreement shall be for twenty five (25) years. This Agreement may be renewed, and the parties expect in good faith to renew and continue to renew this Agreement, thereafter on mutual agreement of the parties for five (5) years terms under such conditions as the parties may agree.
 - a. The parties agree that if at the end of the twenty five (25) year initial agreement, the value for the District has not been equalized, the District may carryover such unequalized value in a renewed five (5) year agreement and in subsequent five (5) year agreements until such value is equalized. The parties further agree that if at the end of the twenty five (25) year initial term of this agreement, the parties mutually do not renew the agreement, the unequalized District value, if any remains, will be relinquished and waived.
12. The parties agree that as two public entities, the advent of litigation between the two arising from the terms of this agreement will be a waste of public resources. As such the parties agree that any disputes that arise from this agreement will be resolved by the appropriate staff of the parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Superintendent of the District and the President of the University. If the Superintendent and the President cannot resolve the dispute, then the dispute will be referred to the Chairperson of the School Board and the President of the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall hire a mutually acceptable mediator to help resolve the dispute. If and only if all the above steps are followed in sequence and the dispute remains unresolved shall either party have the right to initiate litigation arising from this Agreement.
13. This Agreement is subject to the approval of the State Board of Education.

14. This Agreement is subject to the approval of the School Board of the District.

Boise State University


By: Stacy Pearson
Its: Vice President of Finance and Administration
DATED: 6/20/2007

The Boise Independent School District


By: Peter J. Bailey
Its: Executive Director of Operations
DATED: 6-21-07



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 06/21/07 04:43 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Title One

AMOUNT 18.00 6



107088822

Order No.: A0766581 JG/L60

WARRANTY DEED

For Value Received,

Independent School District of Boise City, the Grantor, does hereby grant, bargain sell and convey unto,

State of Idaho, by and through the State Board of Education acting as Board of Trustees of Boise State University, whose current address is 1910 University Dr., Boise, Idaho 83725, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Parcel 1:

A parcel of land located in the SW 1/4 of Section 11, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being portions of Thos. Davis' Third Addition Subdivision as filed in Book 2 of Plats at Page 97, Official Records of Ada County, Idaho and also being portions of said Thos. Davis' Third Addition Subdivision having been vacated on the 4th day of December, 1924 according to Instrument No. 113726 filed in Book 10 at Page 96, Official Records of Ada County, being more particularly described as follows:

Commencing at a brass cap monument marking the West 1/4 corner of said Section 11, from which a brass cap monument marking the Southwest corner of said Section 11 bears South 01°07'03" West, 2623.17 feet; Thence South 2°53'27" East, 475.48 feet (formerly described as being South 2°21' East, 465.9 feet on the Plat of Thos. Davis' Third Addition) to the most northwesterly corner thereof; Thence along the North line of said Thos. Davis' Third Addition North 82°08'05" East, 363.41 feet (formerly described as being North 81°36'30" East, 361.8 feet) to the intersection with the northerly extension of the East line of Avenue B. South as shown on said Thos. Davis' Third Addition, being also the REAL POINT OF BEGINNING;

Thence continuing along said North line North 82°08'05" East, 0.27 feet to the Southwest corner of Block 4, said Thos. Davis' Third Addition; Thence along the South line of said Block 4 and continuing along the North boundary line of said Thos. Davis' Third Addition South 77°58'53" East, 194.39 feet to the Southwest corner of Lot 1, Block 5, said vacated portion of Thos. Davis' Third Addition; Thence along the westerly line of said Lot 1 and continuing along the common easterly line of Mrs. Gray's Subdivision as filed in Book 3 of Plats at Page 103, Official Records of said

Ada County, North $11^{\circ}18'26''$ East, 148.02 feet (formerly described as being North $10^{\circ}55'$ East, 148.64 feet on said Thos. Davis' Third Addition) to the Northeast corner of said Lot 1, being also a point on the curved southerly right-of-way of E. Warm Springs Ave.; Thence along said southerly right-of-way and a curve to the right an arc distance of 15.67 feet, said curve having a radius of 679.78 feet, a central angle of $1^{\circ}19'15''$, and a long chord bearing and distance of South $68^{\circ}12'46''$ East, 15.67 feet; Thence continuing along said southerly right-of-way South $67^{\circ}33'08''$ East, 45.66 feet to the beginning of a curve to the right; Thence along said curve to the right an arc distance of 134.96 feet, said curve having a radius of 679.78 feet, a central angle of $11^{\circ}22'30''$, and a long chord bearing and distance of South $61^{\circ}51'53''$ East, 134.74 feet; Thence continuing along said southerly right-of-way South $56^{\circ}10'38''$ East, 249.45 feet to a found lead & tack in a concrete sidewalk marking the Northeast corner of the westerly 25 feet of Lot 2, Block 8, said vacated portion of Thos. Davis' Third Addition; Thence along the East line of said westerly 25 feet of Lot 2 South $34^{\circ}13'36''$ West, 122.00 feet to the Southeast corner of said westerly 25 feet of Lot 2; Thence along the South line of said Lot 2 and Lot 3, Block 8 said Thos. Davis' Third Addition, South $55^{\circ}45'59''$ East, 60.00 feet to the intersection with the northerly extension of the East line of the westerly 15 feet of Lot 10, Block 8, said vacated portion of Thos. Davis' Third Addition; Thence along said East line and northerly extension thereof South $34^{\circ}13'36''$ West, 168.01 feet to the intersection with the centerline of vacated Davis Street per said vacated portion of Thos. Davis' Third Addition; Thence along said centerline South $55^{\circ}45'59''$ East, 171.11 feet to the intersection with the easterly boundary line of said vacated portion of Thos. Davis' Third Addition; Thence along said easterly boundary line South $33^{\circ}02'54''$ West, 655.70 feet to the Southeast corner thereof; Thence along the southerly boundary line of said vacated portion of Thos. Davis' Third Addition and the northerly line of vacated Citizens right-of-way North $33^{\circ}36'49''$ West, 347.69 feet to an angle point thereon; Thence continuing along said southerly boundary line and said northerly line of vacated Citizens right-of-way North $56^{\circ}49'45''$ West, 111.77 feet to the intersection with the easterly line of vacated Avenue B. South of said Thos. Davis' Third Addition, as vacated according to Quitclaim Deed Instrument No. 7937216 recorded on July 6, 1979 and Quitclaim Deed Instrument No. 7949049 recorded on September 5, 1979, Official Records of said Ada County; Thence along said easterly line of vacated Avenue B. South North $1^{\circ}07'03''$ East, 689.77 feet to the REAL POINT OF BEGINNING.

Parcel 2:

A parcel of land located in the SW 1/4 of Section 11, Township 3 North, Range 2 East, Boise Meridian., Ada County, Idaho, being Lot 3 and the South 7.42 feet of Lot 2 and Lots 4 to 7 inclusive of Block 1, and Lot 1, Lot 2 excepting the South 10.00 feet therefrom, a portion for Lot 6, Lots 7 to 12 inclusive and a portion of Lot 13 in Block 2, and all of Block 3, all of the above described property being in Thos. Davis' Third Addition to Boise City, Ada County, Idaho, as the same appears on the official Plat filed in Book 2 of Plats at Page 97 in the Recorder's office of said Ada County, Idaho; together

with those streets and alleys having been vacated according to Quitclaim Deed Instrument No. 7937216 recorded on July 6, 1979 and Quitclaim Deed Instrument No. 7949049 recorded on September 5, 1979, Official Records of said Ada County, all being more particularly described as follows:

Commencing at a brass cap monument marking the West 1/4 corner of said Section 11, from which a brass cap monument marking the Southwest corner of said Section 11 bears South 01°07'03" West, 2623.17 feet; Thence South 2°53'27" East, 475.48 feet (formerly described as being South 2°21' East, 465.9 feet on the Plat of Thos. Davis' Third Addition) to the most northwesterly corner thereof; Thence along the North line of said Thos. Davis' Third Addition North 82°08'05" East, 363.41 feet (formerly described as being North 81°36'30" East, 361.8 feet) to the intersection with the northerly extension of the East line of Avenue B. South as shown on said Thos. Davis' Third Addition; Thence along said northerly extension South 01°07'03" West, 16.20 feet to the Northwest corner of Lot 17, Block 5 of said Thos. Davis' Third Addition, being the REAL POINT OF BEGINNING; Thence along the said East line of Avenue B. South and the northerly extension thereof South 01°07'03" West, 673.57 feet to the intersection with the southerly boundary line of said Thos. Davis' Third Addition, being also the northerly line of the vacated Citizens right-of-way; Thence along said southerly boundary line and said northerly line of the said vacated Citizens right-of-way North 56°49'45" West, 262.16 feet to the intersection with the southerly extension of the westerly line of said Lot 13, Block 2; Thence along said southerly extension North 01°07'03" East, 58.99 feet to the Southwest corner of said Lot 13; Thence along the southerly line of said Lot 13 South 56°49'45" East, 12.39 feet to an angle point thereon; Thence continuing along said southerly line North 81°42'51" East, 10.03 feet to the intersection with the easterly line of that certain parcel of land Quitclaimed according to Quitclaim Deed Recorded on September 9, 1980 as Instrument No. 8042471, Official Records of said Ada County; Thence along said easterly line the following courses and distances:
Thence North 00°46'41" East, 115.15 feet;
Thence North 01°06'29" East, 59.20 feet;
Thence North 70°19'01" West, 20.78 feet to the intersection with the westerly line of Lot 6, Block 2, said Thos. Davis' Third Addition; Thence along said westerly line North 01°07'03" East, 8.00 feet to a found lead & tack monument marking the intersection with the easterly extension of the northerly line of the southerly 10.00 feet of Lot 2, Block 2, said Thos. Davis' Third Addition; Thence along the said northerly line and easterly extension thereof South 82°08'05" West, 138.46 feet to the intersection with the westerly boundary line of said Thos. Davis' Third Addition, being also the easterly right-of-way of S. Broadway Ave.; Thence along said westerly boundary line North 01°07'03" East, 181.37 feet to the intersection with the northerly line of the southerly 7.42 feet of Lot 2, Block 1, said Thos. Davis' Third Addition; Thence

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along said northerly line and the easterly extension thereof North 82°08'05" East, 138.46 feet to the intersection with the westerly line of Lot 4, Block 1, said Thos. Davis' Third Addition; Thence
along said westerly line North 01°07'03" East, 74.93 feet to the Northwest corner of said Lot 4; Thence
along the northerly line of said Block 1 North 82°08'05" East, 224.95 feet to the REAL POINT OF BEGINNING.

Parcel 3:

A parcel of land located in the SW 1/4 of Section 11, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being a portion of said SW 1/4 together with a portion of Block 4, Thos. Davis' Third Addition Subdivision as filed in Book 2 of Plats at Page 97, Official Records of Ada County, Idaho, being more particularly described as follows:

Commencing at a brass cap monument marking the West 1/4 corner of said Section 11, from which a brass cap monument marking the Southwest corner of said Section 11 bears South 01°07'03" West, 2623.17 feet; Thence South 2°53'27" East, 475.48 feet (formerly described as being South 2°21' East, 465.9 feet on the Plat of Thos. Davis' Third Addition) to the most northwesterly corner thereof; Thence
along the North line of said Thos. Davis' Third Addition North 82°08'05" East, 363.41 feet (formerly described as being North 81°36'30" East, 361.8 feet) to the intersection with the northerly extension of the East line of Avenue B. South as shown on said Thos. Davis' Third Addition; Thence
continuing along said North line North 82°08'05" East, 0.27 feet to the Southwest corner of Block 4, said Thos. Davis' Third Addition, being the REAL POINT OF BEGINNING; Thence along the easterly extension of said North line and also being the South line of that certain parcel of land described in Deed Book 56, Page 168, recorded on April 27, 1905, Official Records of said Ada County, North 82°08'05" East, 40.63 feet to the Southeast corner of said parcel described in Deed Book 56, Page 168; Thence along the East line of said parcel described in Deed Book 56, Page 168 and the northerly extension thereof, North 11°18'26" East, 142.22 feet to the intersection with the southerly right-of-way of E. Warm Springs Ave.; Thence along said southerly right-of-way South 78°41'34" East, 31.00 feet to the Northwest corner of that certain parcel of land described in Deed Book 398, Page 382, Official Records of said Ada County; Thence
along the West line of said parcel South 11°18'26" West, 90.95 feet to the Southwest corner thereof; Thence along the South line of said parcel South 78°41'34" East, 25.00 feet to the Southeast corner of said parcel, being also a point on the West line of Mrs. Gray's Subdivision, as filed in Book 3 of Plats at Page 103, Official Records of said Ada County; Thence
along said West line South 11°18'26" West, 5.00 feet to the Southwest corner of said Mrs. Gray's Subdivision; Thence along the South line of said Mrs. Gray's Subdivision South 78°52'58" East, 100.00 feet to the Southeast corner thereof, being also a point on the West line of Vacated Lot 1, Block 5, Thos. Davis' Third Addition, as vacated by Instrument No. 113726 recorded on December 4, 1924 in Book 10 at Page 96, Official

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Records of said Ada County; Thence along said West line South $11^{\circ}18'26''$ West, 62.36 feet to the Southwest corner thereof; Thence along the Northerly line of said vacated Thos. Davis' Third Addition North $77^{\circ}58'53''$ West, 194.39 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM:

That portion of the above described parcel lying inside the banks of the Valley Ditch (Boise City Canal), more particularly described as follows:

Commencing at the southerly terminus of that certain course described as North $11^{\circ}18'26''$ East, 142.22 feet in the above described parcel; Thence North $11^{\circ}18'26''$ East, 89.60 feet to the South bank of said Valley Ditch, being also the REAL POINT OF BEGINNING;

Thence continuing North $11^{\circ}18'26''$ East, 9.62 feet to the North bank of said Valley Ditch; Thence along said North bank South $84^{\circ}51'21''$ East, 31.18 feet; Thence South $11^{\circ}18'26''$ West, 9.35 feet to the said South bank, thence along said South bank North $85^{\circ}27'37''$ West, 31.22 feet to the REAL POINT OF BEGINNING.

Parcel 4:

A parcel of land being all of Lots 1 through 4 inclusive of Mrs. Gray's Subdivision as filed in Book 3 of Plats at Page 103, Official Records of Ada County, Idaho and located in the SW 1/4 of Section 11, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at a brass cap monument marking the West 1/4 corner of said Section 11, from which a brass cap monument marking the Southwest corner of said Section 11 bears $01^{\circ}07'03''$ West, 2623.17 feet; Thence South $60^{\circ}08'12''$ East, 584.91 feet (formerly described as being South $61^{\circ}05'$ East, 574.32 feet on the Plat of said Mrs. Gray's Subdivision) to the Northwest corner of Lot 3 thereon, being also a point on the curved southerly right-of-way of E. Warm Springs Ave. and the REAL POINT OF BEGINNING;

Thence along the northerly lines of said Lot 3 and Lot 1, said Mrs. Gray's Subdivision and along said southerly right-of-way along a curve to the right an arc distance of 100.57 feet, said curve having a radius of 679.78 feet, a central angle of $8^{\circ}28'35''$ and a long chord having a bearing and distance of South $73^{\circ}06'40''$ East, 100.48 feet to the Northeast corner of said Lot 1; Thence along the easterly lines of said Lot 1 and Lot 2, said Mrs. Gray's Subdivision South $11^{\circ}18'26''$ West, 85.66 feet to the Southeast corner of said Lot 2; Thence along the southerly lines of said Lot 2 and Lot 4, said Mrs. Gray's Subdivision North $78^{\circ}52'58''$ West, 100.00 feet to the Southwest corner of said Lot 4; Thence

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along the westerly lines of said Lot 4 and said Lot 3 North 11°18'26" East, 95.76 feet to the REAL POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: June 21, 2007

Independent School District of Boise City

BY: Scott Engum

Scott Engum

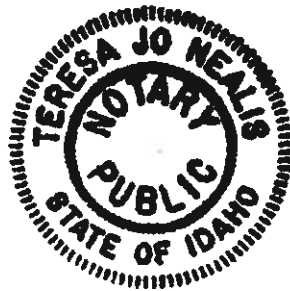
Authorized Administrative Official

State of Idaho)
) ss.
County of Ada)

On this 21 day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Engum, known or identified to me to be the Authorized Administrative Official of Independent School District of Boise City, the body politic and corporate that executed the within instrument or the person who executed the instrument on behalf of said body politic and corporate, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Teresa Jo Nealis
NOTARY PUBLIC for Idaho
My Commission Expires: 5/4/08

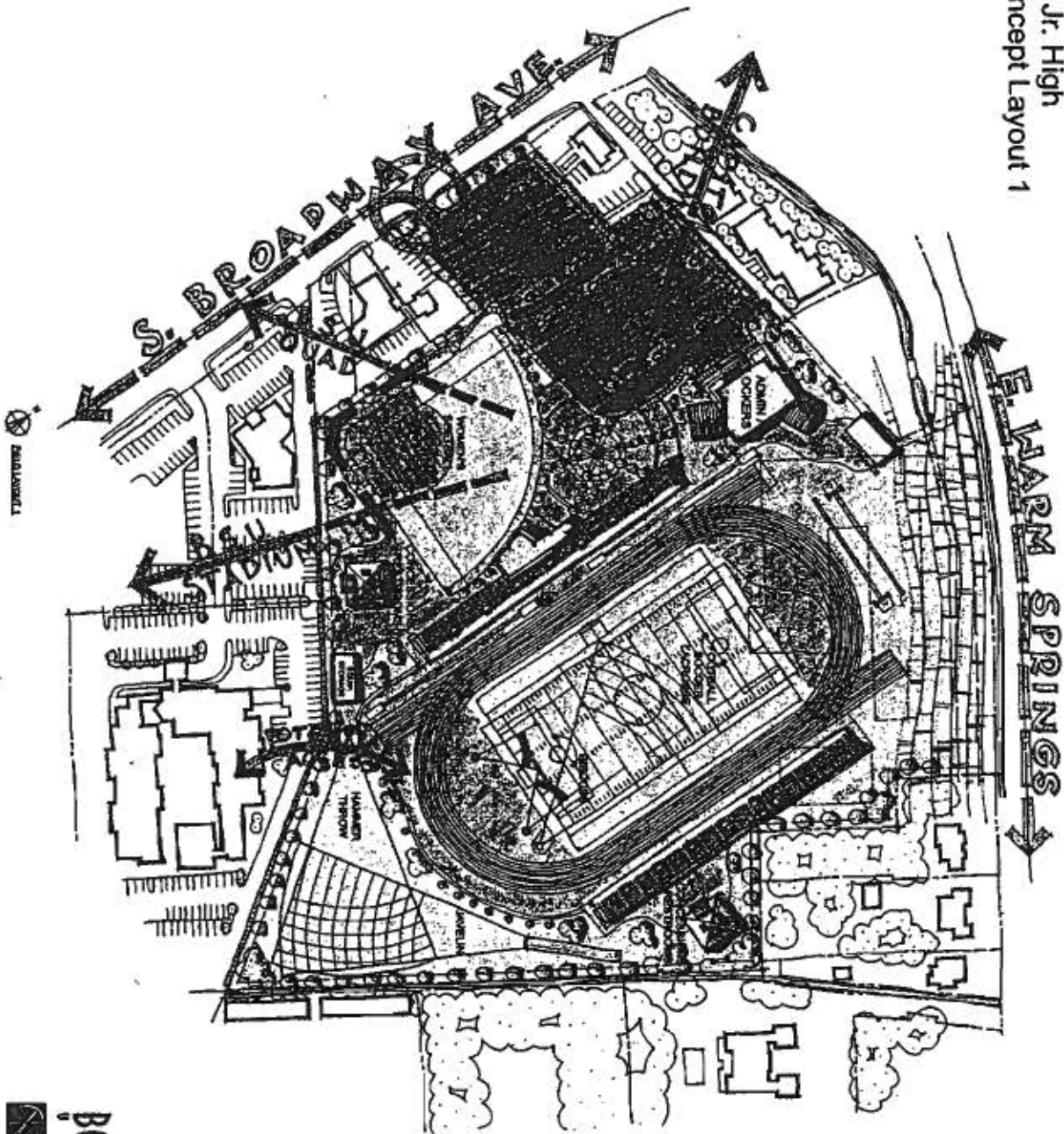


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EXHIBIT C1

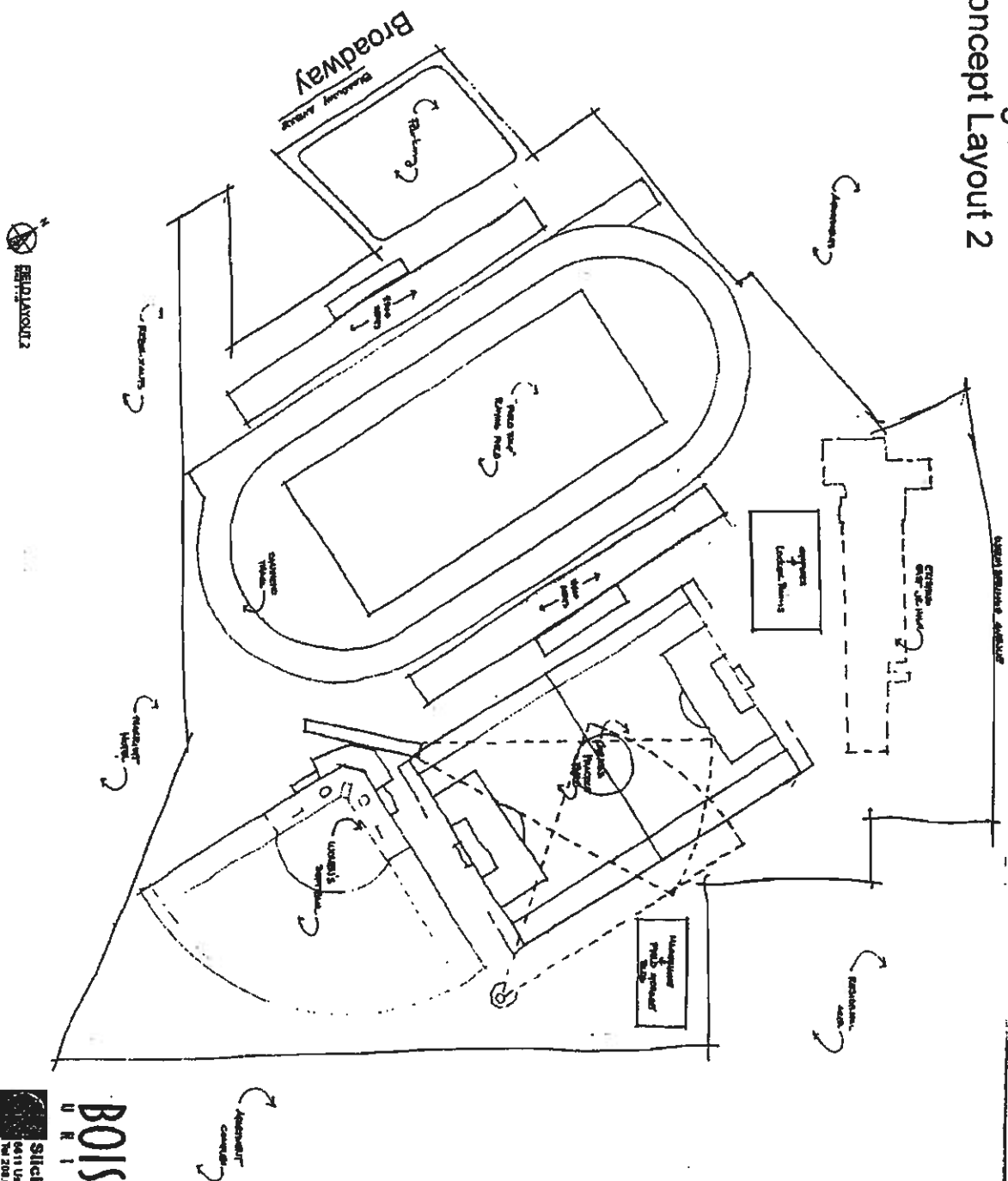
Sports Complex
at East Jr. High
Illustrative Concept Layout 1



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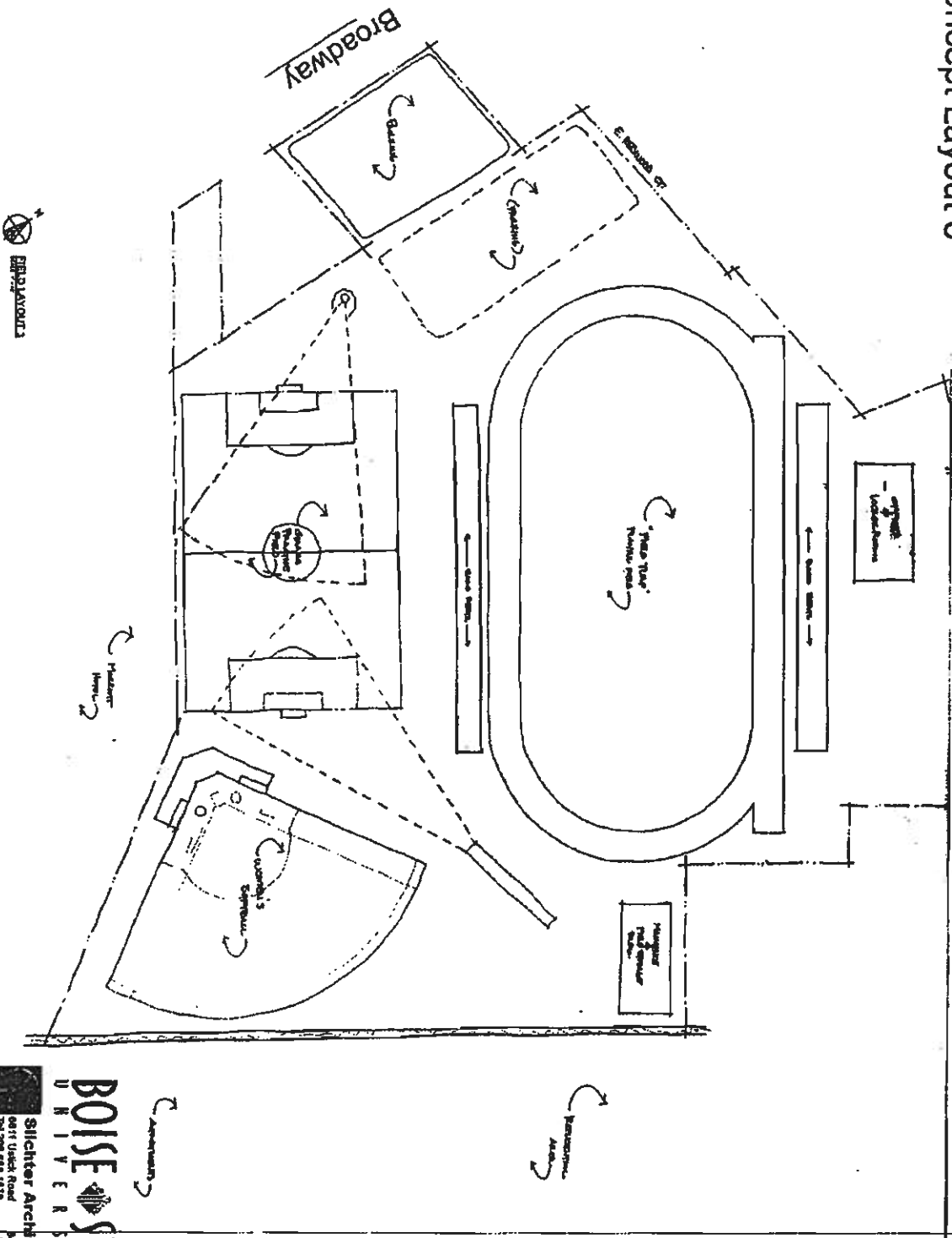
BOISE STATE
UNIVERSITY
Schober Architecture, PLLC
1111 10th Street
Boise, Idaho 83725
208.333.1000
04/15/07

Warm Springs



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Warm Springs

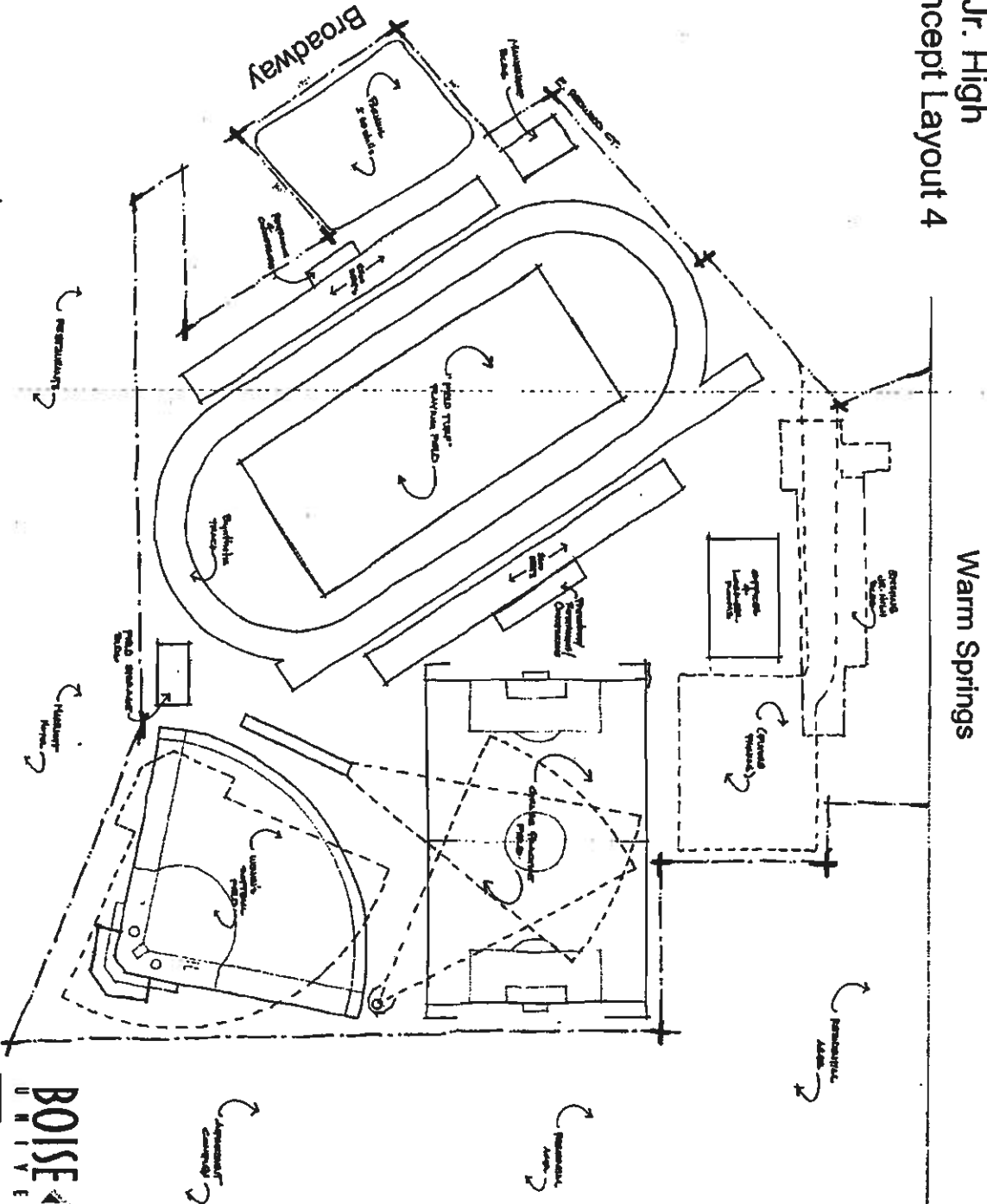
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EXHIBIT C4

Sports Complex at East Jr. High

Illustrative Concept Layout 4



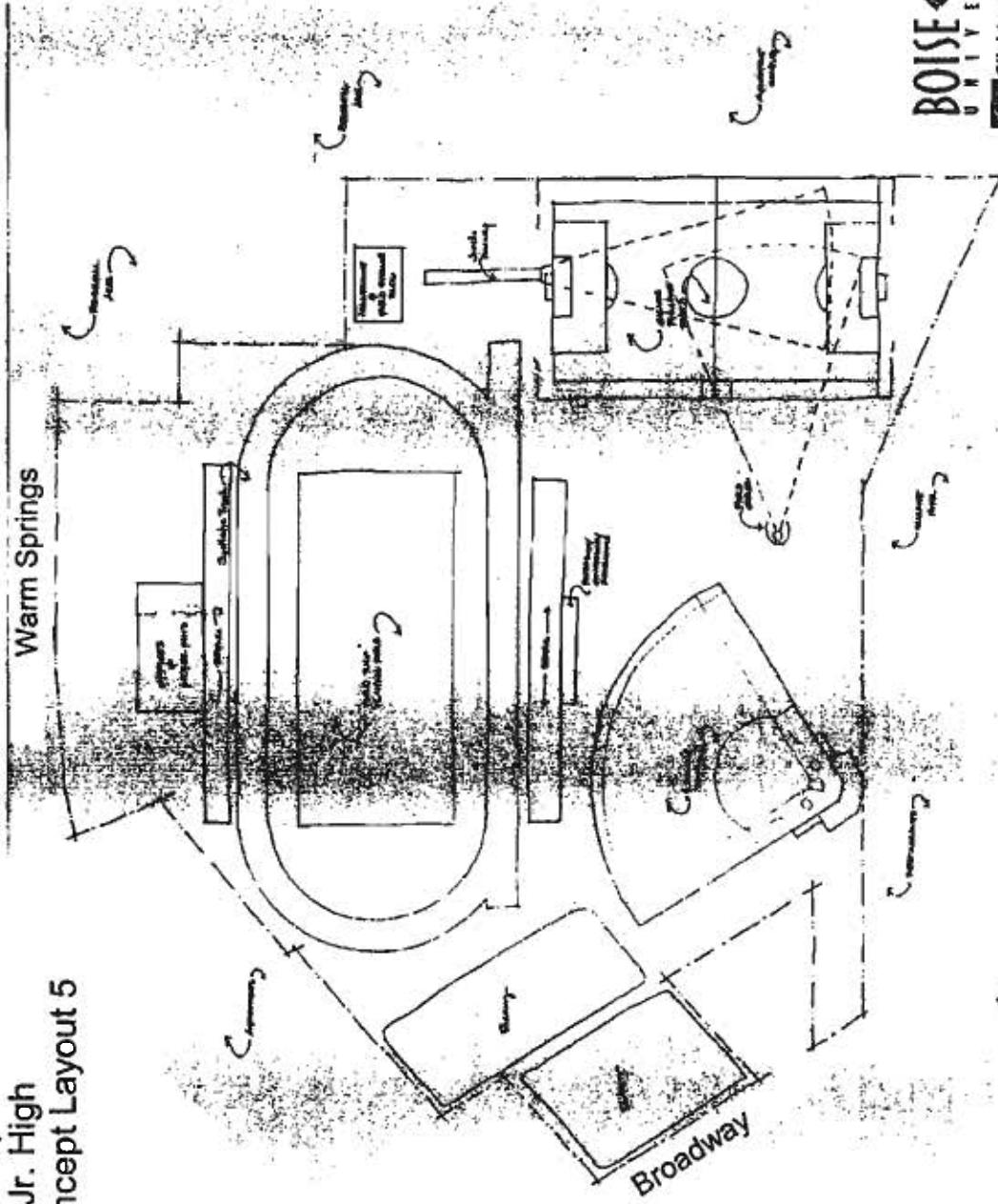
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BOISE STATE
UNIVERSITY
Slichter Architects, PLLC
6811 Union Road
Boise, Idaho 83704
Tel 208.859.1879
Fax 208.322.0096

04/18/07

Sports Complex
at East Jr. High
Illustrative Concept Layout 5



BOISE STATE
UNIVERSITY

Slichter Architects, PLLC
6011 Ustick Road
Boise, Idaho 83724
Tel 208 835-1879 Fax 208 372-0098
04/13/07



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 88/21/07 04:36 PM
DEPUTY Bonnie Oberbiller
RECORDED - REQUEST OF
Title One

AMOUNT 9.00 3



Order No.: A0764472 ST

WARRANTY DEED

For Value Received,

State of Idaho, by and through the State Board of Education, c/o Boise State University, the Grantor, does hereby grant, bargain sell and convey unto, Independent School District of Boise City, whose current address is 8169 W. Victory Road, Boise, Idaho 83709, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

A parcel of land located in the East half of Section 29, and the West half of Section 28 of Township 3 North, Range 3 East, Boise Meridian, Boise, Ada County, Idaho, being Parcel A of Record of Survey No. 7496 recorded August 4, 2006 as Instrument No. 106125438, records of Ada County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 19, 20, 29 and 30 of said Township 3 North, Range 3 East; thence
South 89°24'07" East, 5300.35 feet on the Section line common to said Sections 21 and 28 to the section corner common to Sections 20, 21, 28 and 29, of said Township 3 North, Range 3 East; thence
South 00°04'29" East, 2612.79 feet (formerly described as South 00°04'44" East, 2612.90 feet) on the section line common to said Sections 28 and 29 to the quarter section corner common to said Sections 28 and 29; thence
South 00°55'05" West, 719.58 feet (formerly described as South 00°55'05" West 719.16 feet) on the section line common to said Sections 28 and 29 to a point on the Northerly right-of-way line of East Warm Springs Avenue (formerly State Highway 21), said point being the Real Point of Beginning; thence leaving said section line
North 51°17'49" West, 461.96 feet on the Northerly right-of-way line of said East Warm Springs Avenue to a point on the Easterly boundary line of Golden Dawn Mobile Home Subdivision Unit No. 1, as same is shown on the plat thereof recorded in Book 22 of Plats at Page 1418 of Ada County Records; thence leaving said Northerly right-of-way line
North 38°47'03" East, 986.33 feet (formerly described as North 38°26'50" East) on the Easterly boundary line of Golden Dawn Mobile Home Subdivision Unit No. 1, 2 and 3 to the Southwesterly corner of that triangular shaped parcel of land described in the first section of Warranty Deed Instrument Number 8751249 of Ada County Records; thence leaving said Golden Dawn Mobile Home Subdivision Unit No. 3

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North 85°21'00" East, 121.78 feet (formerly described as North 84°47'20" East, 122.27 feet) on the Southerly boundary line of said Warranty Deed Parcel to an angle point on the Southerly boundary line of Barberton Subdivision No. 2 as same is shown on the Plat thereof, recorded in Book 50 of Plats at Page 4080 of Ada County Records; thence North 85°05'15" East, 225.18 feet (formerly described as North 84°56'30" East, 224.60 feet) on the Southerly boundary line of said Barberton Subdivision No. 2 to the Southeasterly most corner of Lot 10, Block 4 of said Barberton Subdivision No. 2; thence leaving said Barberton Subdivision No. 2

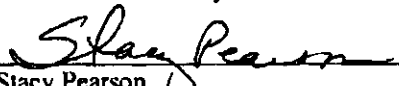
South 64°36'47" East, 362.81 feet (formerly South 64°37'47" East) on the Southerly boundary line of that parcel of land as described in that Quitclaim Deed Instrument Number 105135285 of Ada County Records; thence leaving said Southerly boundary line South 24°36'12" West, 1315.85 feet to a point of curve on the Northerly right-of-way line of East Warm Springs Avenue, as same is shown on Record of Survey Number 4593 of Ada County Records; thence 269.28 feet on the arc of a curve to the right, said curve having a radius of 1106.00 feet, a central angle of 13°57'00" and a chord distance of 268.62 feet which bears North 58°16'19" West on said Northerly right-of-way line; thence

North 51°17'49" West, 197.99 feet (formerly described as 198.13 feet) on said Northerly right-of-way line to the Real Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: June 20, 2007

State of Idaho, by and through the State Board of Education acting as Board of Trustees of Boise State University

BY: 
Stacy Pearson
Vice President of Finance and
Administration

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State of Idaho)
) ss.
County of Ada)

On this 20th day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Stacy Pearson, known or identified to me to be the Vice President of Finance and Administration of Boise State University, the body politic and corporate that executed the within instrument or the person who executed the instrument on behalf of said body politic and corporate, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Lesley Knight
NOTARY PUBLIC for Idaho
My Commission Expires: 4/26/2012



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