

OCT 02 2007

STATE OF IDAHO
WATER RESOURCES
WESTERN REGION DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant Independent School District of Boise City Phone (208)854-4040Post Office address 8169 W. Victory Rd., Boise ID 83709

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Water right 63-2566 that serves the current East Jr. High property will be moved to the new East Jr. High property to allow irrigation from a proposed well.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 63-2566 Priority 06/02/1941 Amount (cfs/ac-ft) 0.23/52.2 Nature of Use Irrigation Period of Use 3/1 to 11/15
to _____
to _____
to _____
2. Total amount of water being transferred 0.23 cubic feet per second and/or 52.2 acre-feet per annum.
3. Source of water Ground Water tributary to _____
4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NW	SW	28	3N	3E	Ada	Proposed Well

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	3E	28							5.5				13						18.5
		29													3.0				3.0

(11.6 acres irrigation within a 21.5 acre permissible place of use)

Total Acres 21.5

PART 1

6. General Information:

a. Description of diversion system Well, pump, and pressurized irrigation system.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
 Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
BSU plans to file a transfer in the future for irrigation of the current place of use.

d. Remarks:
Water rights appurtenant to the proposed place of use were reserved by the Harris Family in the sale of the property to Brighton Corporation, who then sold the property to BSU, who then traded the property to the School District. The withheld water is now subject to a Memorandum of Understanding (MOU) dated April 20, 2006, which indicates the proposed place of use will not be decreed private irrigation water. The MOU was signed when Brighton Corporation owned the property. IDWR is currently processing the appurtenant SRBA recommendations in accordance with the MOU. The proposed place of use is located within company/district service boundaries, but is not assessed or delivered shares as confirmed by John Marshall, attorney for Brighton Corp. and Harris Ranch Owners Association Inc. Based on this information, the proposed place of use does not have overlapping water rights. See Attachment C for copies of the above documents.
The property swap between the School District and BSU is subject to a Land Exchange and Joint Use Agreement dated June 21, 2007. Section 10, Page 6 of the agreement indicates that the School District retained the water rights at the current school site to be transferred to the new school site. See Attachment D for a copy of the agreement and associated warranty deeds.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED (See Attachment A)

1. Right as evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☒ Warranty Deed

☐ Other _____

3. Source of water _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purposes:

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

9. Describe any other water rights used for the same purpose as described above None

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No If yes, describe

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

[illegible][illegible]

Total Acres _____

1. amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

[illegible][illegible]

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3**

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.

See Attachment B

Scale: 2 inches equal 1 mile. Draw plan in ink.

PART 3

B. CHANGES IN NATURE OF USE

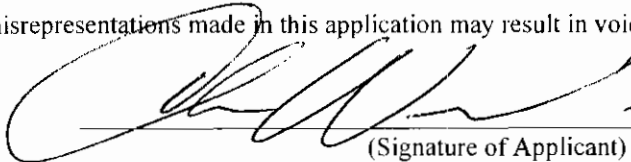
1.	<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
				to _____
				to _____

Quantity and quality of return flows and location of discharge: _____

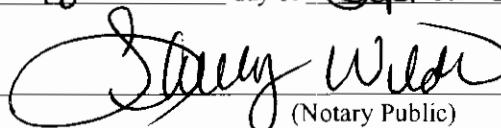
2. Describe effects on other water uses resulting from the proposed change:

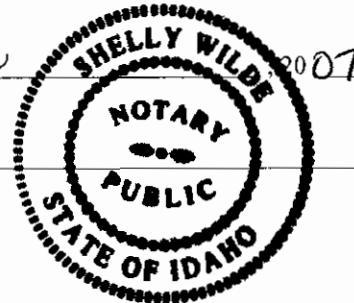
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.


(Signature of Applicant)

Subscribed and sworn to before me this 18th day of September


(Notary Public)



My commission expires July 23, 2013

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 4 attachments

Received by DB Date 10-2-07 Protest filed by _____

Prelim. Check by AN Fee \$250-

Received by DB / W035873 Date 10-2-07

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

ATTACHMENT A
SRBA RECOMMENDATION

Attachment A (2 pages)

[Close](#)

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

08/23/2007

WATER RIGHT NO 63-2566

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	INDEPENDENT SCHOOL DISTRICT OF BOISE CITY 8169 W VICTORY RD BOISE, ID 83709 (208)854-4040

Priority Date: 06/02/1941
Basis: License
Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	11/15	0.23 CFS	52.2 AFA
Total Diversion			0.23 CFS	

Location of Point(s) of Diversion

GROUND WATER:SE:WSW Sec. 11|Township 03N|Range 02E|ADA County

Place(s) of use

Place of Use Legal Description: IRRIGATION ADA County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
03N	02E	11		N:WSW	11.3		S:WSW	0.3						

Total Acres: 11.6

Conditions of Approval:

1. C18: 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. Section 42-1412(6), Idaho Code.

Dates

Other Information:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

[Close](#)

ATTACHMENT B
CURRENT & PROPOSED PLACE OF USE MAPS

ATTACHMENT B (4 pages)

T3N R2E S11

NWSW

SWSW

Legend

 Current Place of Use

**Boise Independent School District
East Jr. High School Transfer**

0 175 350

Feet



Water Engineering, LLC
water resource consultants

800 E. River Park Lane, Ste. 100, Boise, Idaho 83706
tel. 208.383.4340 fax 208.383.4108



B₂

T3N R3E

SWNW

NESE

NWSW

SEC 29

SEC 28

Legend



Proposed Well



Proposed Place of Use

Boise Independent School District East Jr. High School Transfer

0 175 350
Feet



Water Engineering, LLC
water resource consultants
900 S. River Park Lane, Ste. 100, Boise, Idaho 83706
tel: 208.365.4740 fax: 208.365.4150



B₃

ATTACHMENT C

**WARRANTY DEED & MOU ESTABLISHING NO OTHER WATER
RIGHTS USED AT THE PROPOSED PLACE OF USE**

*ATTACHMENT C
(25 PAGES)*



After Recording
Return to:

Christopher J. Beeson
601 West Bannock Street
Boise, ID 83702

FOR RECORDING INFORMATION

AT-500052992

WARRANTY DEED
(Harris Ranch East Parcel)

FOR VALUE RECEIVED, Harris Family Limited Partnership, an Idaho limited partnership, "Grantor," does hereby grant, bargain, sell and convey unto Brighton Investments, LLC, an Idaho limited liability company, "Grantee," whose address is 12601 West Explorer Drive, Suite 200, Boise, Idaho 83713, the real property, located in Ada County, Idaho, more particularly described on **Exhibit A**, attached hereto and made a part hereof, hereinafter referred to as the "Premises."

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the Grantee, its heirs, successors and assigns forever; provided, however, any and all water and water rights, ditch and ditch rights, water storage and water storage rights shall be reserved to Grantor and shall not be granted, bargained, sold or conveyed to Grantee. And the Grantor does hereby covenant to and with the Grantee that Grantor is the owner in fee simple of the Premises; that the Premises are free from all liens, claims and encumbrances except as set forth on **Exhibit B**, attached hereto and made a part hereof, and that Grantor will warrant and defend the same from all other lawful claims whatsoever.

IN WITNESS WHEREOF, the undersigned, being the general partner of Harris Family Limited Partnership, has caused its name to be hereunto subscribed this 17 day of Jan, 2006.

**Harris Family Limited Partnership, an Idaho
limited partnership**

By: **Harris Management Company, LLC,
its General Partner**

MEMBERS:

Brian R. Harris

Brian R. Harris
Class A

Mildred H. Davis

Mildred H. Davis
Class B

Felicia H. Burkhalter

Felicia H. Burkhalter
Class C

Alta M. Harris

Alta M. Harris
Class D

**Harris Family Limited Partnership, an Idaho
limited partnership**

By: **Harris Management Company, LLC,
its General Partner**

MANAGERS:

Brian R. Harris

Brian R. Harris
Class A Manager

Mildred H. Davis

Mildred H. Davis
Class B Manager

Felicia H. Burkhalter

Felicia H. Burkhalter
Class C Manager

Alta M. Harris

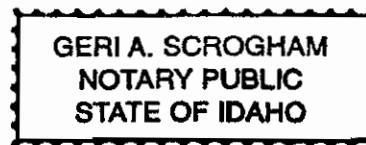
Alta M. Harris
Class D Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of January, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Brian R. Harris**, known or identified to me to be a Member and Manager of Harris Management Company, LLC, the General Partner of Harris Family Limited Partnership, the limited partnership that executed the instrument or the person who executed the instrument for the General Partner on behalf of said limited partnership, and acknowledged to me that such limited partnership 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.

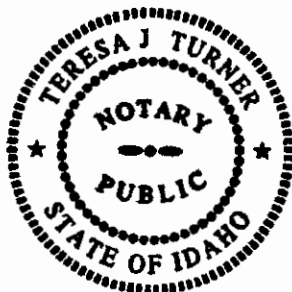
Gerie A. Scrogham
Notary Public for Idaho
Residing at Boise
My commission expires: 12-15-06



STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of January, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Mildred H. Davis**, known or identified to me to be a Member and Manager of Harris Management Company, LLC, the General Partner of Harris Family Limited Partnership, the limited partnership that executed the instrument or the person who executed the instrument for the General Partner on behalf of said limited partnership, and acknowledged to me that such limited partnership 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 J. Turner
Notary Public for Idaho
Residing at Mondak, ID
My commission expires: 4/1/06

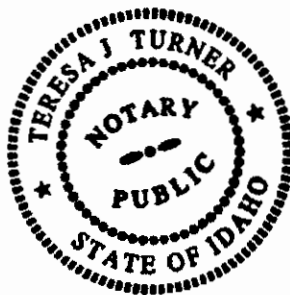
STATE OF IDAHO)

) ss.

County of Ada)

On this 19th day of January, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Felicia H. Burkhalter**, known or identified to me to be a Member and Manager of Harris Management Company, LLC, the General Partner of Harris Family Limited Partnership, the limited partnership that executed the instrument or the person who executed the instrument for the General Partner on behalf of said limited partnership, and acknowledged to me that such limited partnership 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 J. Turner
Notary Public for Idaho
Residing at Meridian ID
My commission expires: 4/1/06

STATE OF IDAHO)

) ss.

County of Ada)

On this 17th day of January, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Alta M. Harris**, known or identified to me to be a Member and Manager of Harris Management Company, LLC, the General Partner of Harris Family Limited Partnership, the limited partnership that executed the instrument or the person who executed the instrument for the General Partner on behalf of said limited partnership, and acknowledged to me that such limited partnership 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.

Geri A. Scrogham
Notary Public for Idaho
Residing at Boise
My commission expires: 12-19-06

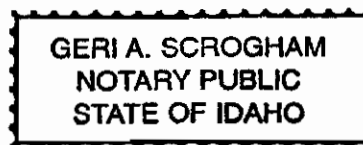


EXHIBIT A
Harris Ranch East Parcel - Legal Description

EXHIBIT A - 1

S:\Docs\Harris Family Limited Partnership\Harris-Brighton, LLC\DEED\Deed - East 43 [1-12-06].doc

Engineering North West, LLC

423 N. Ancestor Place, Suite 180

Boise, Idaho 83704

(208) 376-5000 • Fax (208) 376-5556

Project No. 05-043-01

Date: January 23, 2006

HARRIS RANCH EAST 43 ACRE PARCEL - WEST HALF DESCRIPTION

A parcel of land located in the East 1/2 of Section 29, and the West 1/2 of Section 28 of T. 3 N., R. 3 E., B.M., Boise, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 19, 20, 29 and 30 of said T. 3 N., R. 3 E.;

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 T. 3 N., R. 3 E.;

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 1/4 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, 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;

Ce

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 described as 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. Said parcel contains 21.54 acres more or less.

PREPARED BY:
Engineering NorthWest, LLC



James R. Washburn, PLS

EXHIBIT B
Permitted Exceptions

3. General Taxes for the year 2006, a Lien, but not yet due and payable.
4. Liens, levies and assessments of the City of Boise.
5. Levies and assessments of the Boise Kuna Irrigation District, and the rights, powers and easements of said district as by law provided.
6. Rights of the United States of America in and to that portion of the herein described premises lying within the Penitentiary Canal.
7. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: American Telephone and Telephone and Telegraph Company of Wyoming.
Purpose: Communication System.
Recorded: October 1, 1941.
Book: 17 of Miscellaneous.
Page: 473, of Official Records.
Affects: Parcel A and other property.

Assignment

In favor of: The Mountain States Telephone and Telegraph Company, a Colorado corporation.
Recorded: April 29, 1974.
Instrument No.: 883372, of Official Records.

8. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: American Telephone and Telegraph Company of Wyoming.
Purpose: Communication System.
Recorded: October 27, 1941.
Book: 17 of Miscellaneous.
Page: 546, of Official Records.
Affects: Parcel A and other property.

Assignment

In favor of: The Mountain States Telephone and Telegraph Company, a Colorado corporation.
Recorded: April 29, 1974.
Instrument No.: 883372, of Official Records.

9. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Idaho Power Company.
Purpose: Public Utilities.
Recorded: August 8, 1963.
Instrument No.: 562926, of Official Records.
Affects: Parcel A and other property.

10. Rights, interests, or claims which may exist or arise by reason of fact(s) shown on a survey plat entitled Survey for Bureau of Reclamation.
Dated: March 1979.
Prepared by: J-U-B Engineers, Inc.
Recorded: June 27, 1979.
Instrument No.: 7935070, of Official Records.

11. Agreement, and the terms and conditions contained therein:

Between: City of Boise City.

And: Alliance Title & Escrow Corp., Harris Family Ranch, LLP, Felicia Burkhalter, Millie H. Davis, Randy Harris, Gary Dallas Harris, and Barber Mill Company, Inc.

Purpose: Development Agreement

Recorded: June 23, 1998.

Instrument No.: 98060486, of Official Records.

First Modification to Development Agreement

Recorded: September 20, 2000.

Instrument No.: 100075115, of Official Records.

MEMORANDUM OF UNDERSTANDING

Date: April 20, 2006

Harris: Harris Family Limited Partnership, an Idaho limited partnership

Association: Harris Ranch Owners Association, Inc., an Idaho nonprofit corporation

Background: Harris has a number of water rights associated with the Harris Ranch property in Ada County. There are two surface water rights: 63-184 from the Boise River and 63-365 from Warm Springs Creek. There are also surface water rights through Boise-Kuna Irrigation District for the western portion of the property. Harris has three groundwater rights: 63-2973, 63-3261 and 63-7103.

In 2000, the IDWR approved a transfer consolidating the five licensed rights into a single place of use consisting of 590 irrigated acres on approximately 765 acres of permissible place of use (Transfer No. 5577).

Water Right 63-8627 is licensed and recommended for 195 acres of irrigation. Low temperature geothermal is the water source. This license was not included in Transfer 5577. The licensed place of use for Water Right 63-8627 overlaps a portion of the place of use of the other five licensed rights involved in Transfer 5577 and includes a portion of the property which became Harris Ranch Phase A.

Prior

Commitments: Harris developed that certain real property located in the City of Boise, Ada County, Idaho (the Harris Ranch Phase A), which is a portion of the Harris Ranch property owned by Harris, consisting of approximately 183 acres. However, the water rights appurtenant to Harris Ranch Phase A were not specifically transferred or conveyed to Association.

Intent: The purpose of this MOU is to formalize a change in ownership of certain of the water rights and to establish places of use for each of the licensed water rights that are a subset of the place of use approved in the Transfer No. 5577 and for Water Right 63-8627. This MOU will clarify the Association's ownership of certain water rights appurtenant to land irrigated by the Association's pressurized irrigation system and delivery of sufficient water to supply the Association's irrigation system for delivery to the members of the Association for use on the land within the Harris Ranch Phase A.

Transfer of

Water Rights: Harris desires to transfer and convey to Association the following assets (the Water Rights) and Association desires to have the Water Rights transferred and conveyed to Association:

1. Water Right No. 63-184 consisting of surface water for irrigating 112 acres at 2.24 cfs/504 afa.
2. Water Right No. 63-3261 consisting of ground water for irrigating 35 acres at .70 cfs/158 afa.
3. The place of use for Water Rights 63-184 and 63-3261 is shown on the attached Exhibit A.

4. All rights and interests of Harris in and to the Golden Dawn Well as more particularly described on Exhibit B and Exhibit C attached hereto, together with all existing appurtenances and improvements thereto (the "Well").

Retention of
Water Rights
And Waiver of
Claims:

The Association acknowledges that Harris retains all right, title and interest in and waives all claims to the following Water Rights and will not object to the place of use for those Water Rights described in the attached applications to the SRBA Court:

1. All Boise-Kuna water rights in the name of Dallas Harris.
2. Water Right No. 63-365 consisting of surface water for irrigating 533 acres at 10.7 cfs/2593.6 afa
3. Water Right No. 63-2973 consisting of groundwater for irrigating 24 acres at 0 42 cfs/108 afa.
4. Water Right No. 63-7103 consisting of groundwater for irrigating 80.5 acres at 1.2 cfs/363 afa.
5. Water Right No. 63-8627 consisting of groundwater at 1.42 cfs/690.1 afa.
6. The proposed place of use of Water Rights 63-365, 63-2973, and 63-7103 is shown on the attached Exhibit D. The proposed place of use of Water Right 63-8627 is shown on the attached Exhibit E.

Consultation
With IDWR:

Harris and the Association have consulted with IDWR concerning this proposed allocation of the Water Rights and have placed these issues before the SRBA Court for approval, rather than filing a transfer application.

Well

Improvements: Harris has completed certain improvements to the Well system as more particularly described in the specifications attached hereto as Exhibit B.

As-Is:

The transfer of the Water Rights and Well Improvements by Harris to Association is in "as is" condition, where is, with all faults. Harris makes no representations or warranties whatsoever as to the condition of the Water Rights or Well Improvements. By this agreement Harris conveys to the Association all warranties Harris may have received from Precision Pump or the manufacturer for the Well Improvements. Following closing, Association assumes all obligations with respect to the Water Rights and Well Improvements, provided, however, that Harris shall arrange with Precision Pump to test the functionality of the Well Improvements during the spring of 2006 and make any adjustments, calibration and improvements necessary to automate the operation of the Golden Dawn Well to meet water delivery demands at the Association's irrigation pump station. Once the adjustments, calibrations and improvements are completed, which shall occur no later than June 1, 2006, the Association assumes full responsibility for operation and maintenance of the Well Improvements. Nothing in this agreement shall be deemed to release Precision Pump from any of its responsibility for the Well Improvements.

Closing: The closing of the transfer of assets contemplated hereunder shall take place within thirty

(30) days of mutual execution hereof.

Conveyance: At closing the Water Rights shall be conveyed by Harris to Association, at no cost to Association, by (a) execution and recording in the official records of Ada County, Idaho, a Quit Claim Deed in substantially the form attached hereto as Exhibit C; and (b) execution and filing with the SRBA Court objections and Stipulated Agreements as described in this MOU in substantially the form attached hereto as Exhibit F.

At closing, Association shall execute a Quit Claim Deed in substantially the form attached hereto as Exhibit G, and execute and file with the SRBA Court objections and Stipulated Agreements as described in this MOU in substantially the form attached hereto as Exhibit F.

Notices: All notices, demands, requests, and other communications under this Memorandum of Understanding shall be in writing and shall be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, two (2) days after deposit in the U.S. mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

If to Harris: c/o Doug Fowler
4940 Mill Station Drive
Boise, Idaho 83716
Telephone: 208 344-1131
Fax: 208 344-1148

If to Association: c/o John Marshall
601 W. Bannock Street
Boise, Idaho 83702
Telephone: 208-388-1200
Fax: 208-388-1300

or at such other address or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

Default: If any party shall fail to perform such party's obligation(s) contemplated herein for any reason, one or more of the other parties may pursue any and all remedies at law or equity, provided, however, all parties affected by any default agree to attempt to mediate a settlement in good faith prior to initiating litigation. In the event litigation is filed, the prevailing party or parties shall be entitled to an award of reasonable costs and attorneys fees.

Binding Agreement: This Memorandum of Understanding is a binding contract subject to the terms and conditions hereof. This Memorandum of Understanding is binding on the parties named herein, their heirs, successors, and assigns. This Memorandum of Understanding shall not be assigned without the written consent of the other parties hereto not to be unreasonably withheld, conditioned or delayed.

Venue: This Memorandum of Understanding shall be construed and governed in accordance with the laws of the State of Idaho.

Counterparts: This Memorandum of Understanding may be executed in several counterparts, each of

which shall be deemed an original, and all of which shall constitute but one and the same instrument.

This Memorandum of Understanding sets forth all material terms of the agreement between Harris and Association in connection with the Property. Harris and Association agree to the terms and conditions set forth herein in full and final settlement of all rights and obligations between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding the day and year first written above.

HARRIS:

HARRIS FAMILY LIMITED PARTNERSHIP,
an Idaho limited partnership

By: Harris Management, LLC, an
Idaho limited liability company
Its: General Partner

By: Alta M. Harris
Alta M. Harris, Manager

By: Brian R. Harris
Brian R. Harris, Manager

By: Felicia H. Burkhalter
Felicia H. Burkhalter, Manager

By: Mildred H. Davis
Mildred H. Davis, Manager

ASSOCIATION:

HARRIS RANCH OWNERS ASSOCIATION,
INC., an Idaho nonprofit corporation

By: John Marshall
John Marshall, President

By: Lyn Keefer
Lyn Keefer, Secretary
JEFF STEELS, Vice President

EXHIBIT A
Place of Use Map for HROA

Harris Ranch Owners Association Permissible Place of Use (T3N, R3E)

EXHIBIT A



WR 63-184 and 63-3261 new PPU

- ▲ Well
- Headgate 14.70
- ▨ Phase A
- ▭ Harris property
- ▭ Penitentiary Canal
- ▭ QQ
- ▭ Section

Created on Mar 13, 2006

ERO Resources
3314 Grace St
Boise, ID 83703

EXHIBIT B

SPECIFICATIONS FOR WELL SYSTEM IMPROVEMENTS

Variable Frequency Drive

A variable frequency drive (VFD) shall be installed to control the existing motor and pump that is currently installed in the well locally known as the Golden Dawn Well. The VFD shall be programmable to provide the full range of pumping capacity according to the demand associated with the water level in the weir box. The VFD shall be able to put the motor to sleep during periods of zero demand.

Flow Meter

A flow-measuring device that meets or exceeds the Idaho Department of Water resources' minimum standards for closed conduit flow meters shall be installed. The minimum standards are as follows:

- Minimum manufacturers' design accuracy of +/- 2 percent of reading
- Installed accuracy of at least +/- 10 percent of reading
- Meter must be calibrated with an independent, secondary measuring device when installed, and at least once every four years thereafter
- Must read instantaneous flow or be capable of flow rate calculation
- Must record total volume
- Non-volatile memory (power outage does not zero volume reading)
- Sufficient digits to assure "roll-over" to zero does not occur within 2 years
- Volume reading cannot be "reset" to zero
- Installed to manufacturer's specifications.

Meter manufacturers typically specify that a meter must be located in a section of straight pipe at least 10 pipe diameters downstream and 5 pipe diameters upstream of any valve, bends, contractions, or other interferences, which will distort the flow pattern. However, some types of meters will produce acceptable results when installed in shorter sections of straight pipes. A run of straight pipe shall be constructed within the existing pump house to approximate as best possible the manufacturers' requirements.

Weir Box Water Level Monitoring

A pressure transducer capable of generating a 4 to 20 milliamp (ma) signal shall be installed and anchored in the weir box. The cabling shall pass through the existing pipe network between the weir box and the wet well inside of the Recreation Building at the pump station. The associated control box shall be mounted inside of the pump room near the wet well. The power supply available in the pump room shall be used.

Telemetry

A wireless analog/digital link transmitter/receiver set shall be installed that is capable of providing a wireless conduit for one 4 to 20 ma signal. The range shall be a minimum of 600 to 1000 feet in-plant, no line of site. The transmitter shall be installed in the pump room at the recreation building, using the available power supply. The receiver shall be installed in the pump house at the Golden Dawn Well, using the available power supply. An optional antenna may be installed to improve signal strength if needed.

Drain Prevention

The outlet pipe of the Golden Dawn Well at the weir box shall be flanged and a 90 degree flanged elbow shall be installed to turn the flow downward. The discharge pipe shall be extended and anchored until the outlet is at an elevation that will be below the normal minimum water level of the weir box (i.e. slightly above the elevation of the drum screen). Discharge from the pipe shall be directed so that it does not impact on the drum screen attached to the wet well inlet.

All air breaks on the Golden Dawn Well discharge piping shall be sealed. The air break located at the wellhead shall be replaced with a manual valve.

The check valve currently installed at the wellhead shall be removed to improve efficiency.

Exhibit C
QUIT CLAIM DEED OF GOLDEN DAWN WELL AND WATER RIGHTS - HARRIS TO HROA

QUITCLAIM DEED

FOR VALUE RECEIVED, Harris Family Limited Partnership, an Idaho limited partnership, GRANTOR, do hereby CONVEY, RELEASE, REMISE and FOREVER QUITCLAIM unto Harris Ranch Owners Association, Inc., an Idaho nonprofit corporation, on behalf of the homeowners represented by the Association, GRANTEE, whose current mailing address is: P.O. Box 5714, Boise, ID 83705, all rights and interests of the Grantor in and to Water Right Nos. 63-184 and 63-3261, together with the point of diversion commonly known as the Golden Dawn Well located in the SE NE Section 29, Township 3 North, Range 3 East, B.M., in Ada County, State of Idaho, together with all easements, rights of way and all appurtenances associated with the Golden Dawn Well. Said water rights shall be appurtenant to the land described in Exhibit A.

Dated: April 20, 2006

GRANTOR:

HARRIS FAMILY LIMITED PARTNERSHIP,
An Idaho limited partnership

By: Alta M. Harris
Alta M. Harris, Manager

By: Brian R. Harris
Brian R. Harris, Manager

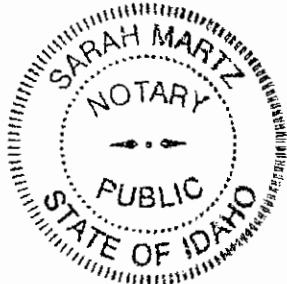
By: Felicia H. Burhalter
Felicia H. Burhalter, Manager

By: Mildred H. Davis
Mildred H. Davis, Manager

STATE OF IDAHO)
County of Ada) ss.

On this 20 day of April, 2006, before me, a Notary Public in and for said State, personally appeared Alta Harris, Brian Harris, Felicia Burhalter, Mildred Davis, known to me to be the person(s) who signed the within and foregoing document and acknowledged to me that they executed the same.

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



Sarah Martz
Notary Public for Idaho
Residing at 1416 N. 8th Boise, ID 83702
My commission expires: November 10, 2011

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2006, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person(s) who signed the within and foregoing document and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2006, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person(s) who signed the within and foregoing document and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2006, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person(s) who signed the within and foregoing document and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires: _____

Exhibit D
Place of Use Map for Harris Family Limited Partnership

Harris Family Ltd Partnership New PPU (T3N R3E)

EXHIBIT D



- Well
- Harris Ranch New PPU
- Headgate 14.70
- Harris property
- Penitentiary Canal
- Section



Created April 17, 2006

ERO Resources
3314 Grace St.
Boise, ID 83703

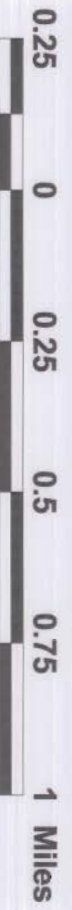


EXHIBIT E

Place of Use Map for Water Right 63-8627

Water Right 63-8627 - Harris Family Limited Partnership (T3N, R3E)

EXHIBIT E

The new Place Of Use preserves the recommended 195 acres of irrigation.



63-8627 new POU
63-8627 Licensed POU

Geothermal POD

Harris property
Penitentiary Canal

Section



0.25 0 0.25 0.5 0.75 1 Miles

ATTACHMENT D

**LAND EXCHANGE & JOINT USE AGREEMENT BETWEEN BSU AND
THE INDEPENDENT SCHOOL DISTRICT AND ASSOCIATED
WARRANTY DEEDS**

**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

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

The Boise Independent School District

Peter J. Bailey
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 Oberbiller
RECORDED - REQUEST OF
Title One

AMOUNT 18.00 6



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

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

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

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)

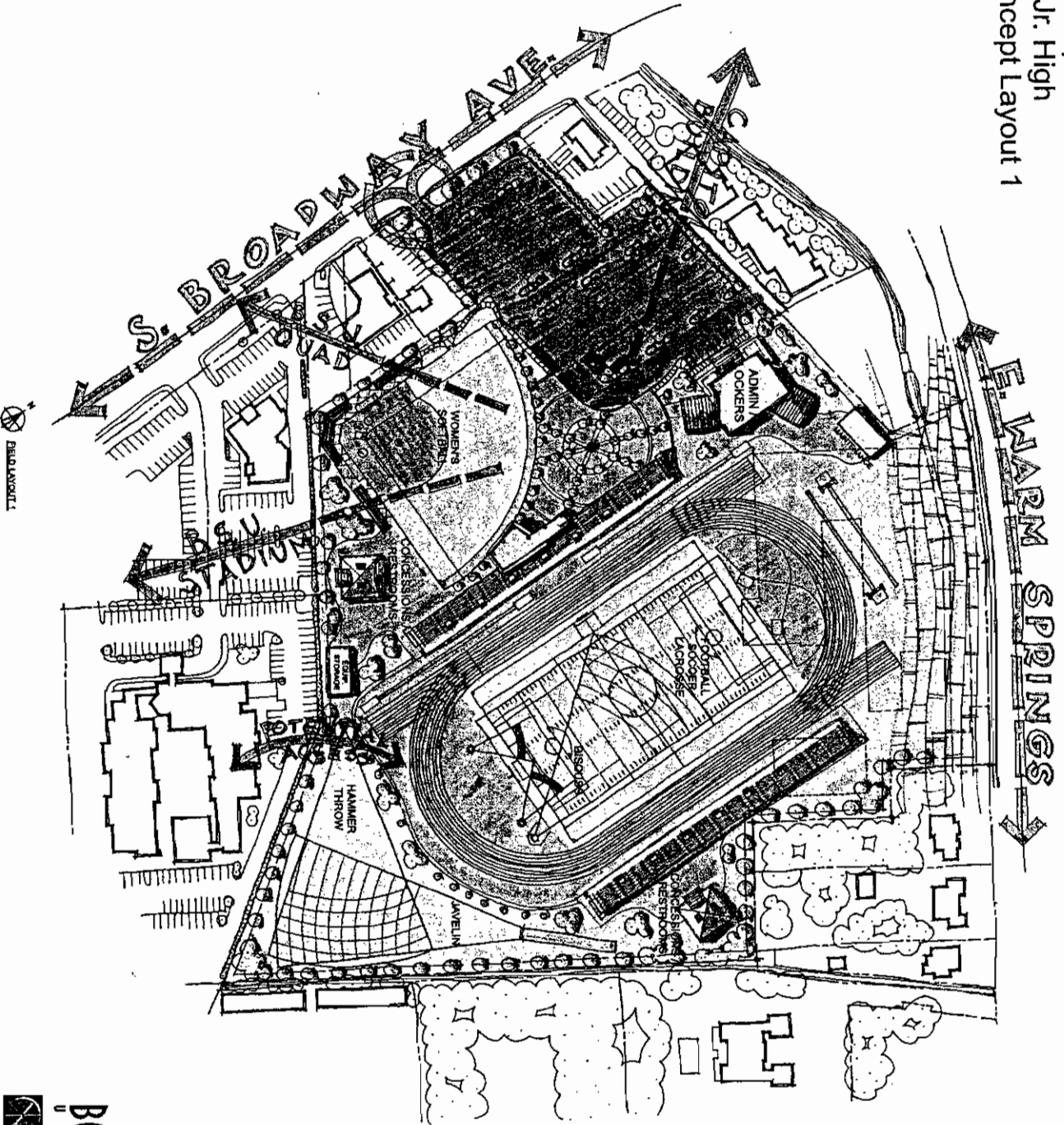
On this 21 day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Engum, known or identified to me to be the Authorized Administrative Official of Independent School District of Boise City, the body politic and corporate that executed the within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

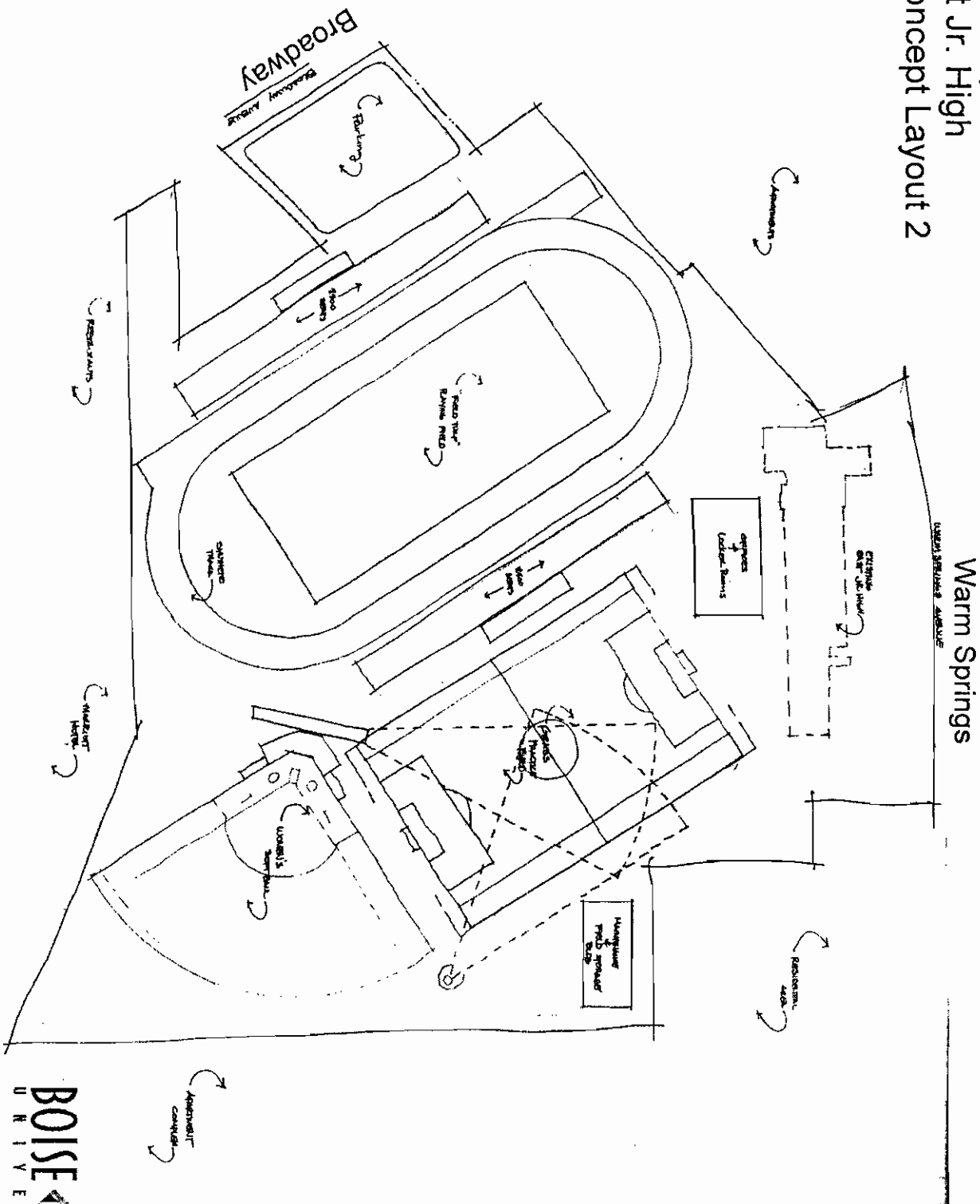
Teresa Jo Nealis
NOTARY PUBLIC for Idaho
My Commission Expires: 5/4/08



Sports Complex
at East Jr. High
Illustrative Concept Layout 1



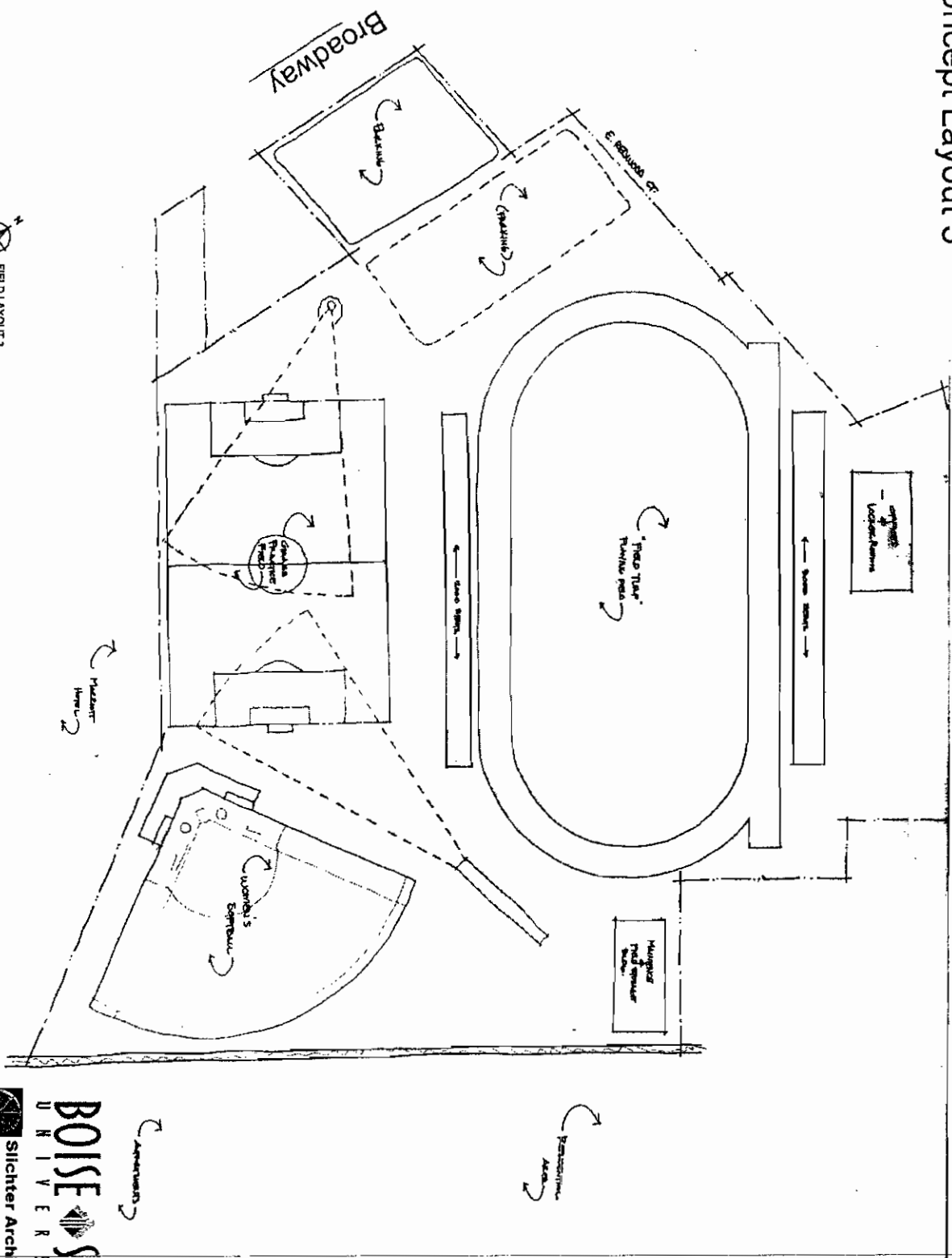
Sports Complex at East Jr. High Illustrative Concept Layout 2



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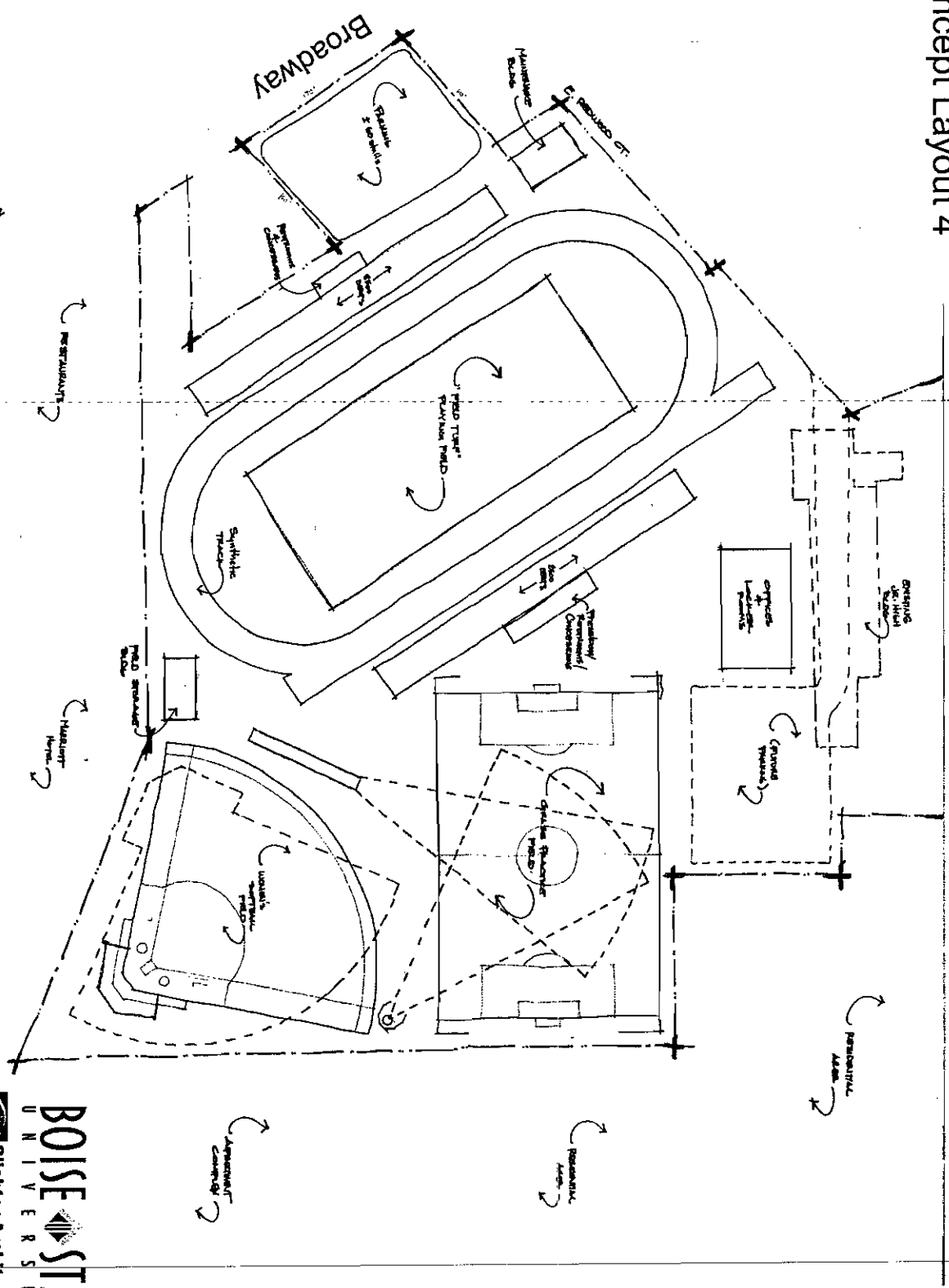


Warm Springs



Warm Springs

Sports Complex
at East Jr. High
Illustrative Concept Layout 4







ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 06/21/07 04:36 PM
DEPUTY Bonnie Oberbillig
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

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

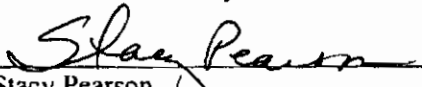
South 64°36'47" East, 362.81 feet (formerly South 64°37'47" East) on the Southerly boundary line of that parcel of land as described in that Quitclaim Deed Instrument Number 105135285 of Ada County Records; thence leaving said Southerly boundary line South 24°36'12" West, 1315.85 feet to a point of curve 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

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

