

DRAINAGE AGREEMENT
by and between
BOISE STATE UNIVERSITY
and
ADA COUNTY DRAINAGE DISTRICT NO. 3
for the
PRESSURIZED IRRIGATION PUMP STATION PROJECT
(Phase 1)

Commented [A1]: Confirm legal entity

This Drainage Agreement (“Agreement”) is entered into by and between Ada County Drainage District No. 3 of Ada County, Idaho, a quasi-municipal corporation organized under the laws of the state of Idaho, Chapter 29, Title 42, Idaho Code (“District”), and Boise State University, [enter entity type] a its successors and assigns (“Developer”), hereinafter, collectively, referred to as “Parties.”

RECITALS

1. The District was organized to drain, reclaim, and protect lands within its boundaries in order to promote the public health, convenience, and welfare. The District owns and operates, among other facilities, Drain A in southeast Boise along with a public right-of-way easement through which Drain A passes.

2. Developer owns certain real property located within southeast Boise which it generally intends to improve with a pressurized irrigation system, generally depicted on **Exhibit A** attached hereto.

3. Developer plans to redevelop and install certain upgrades to the irrigation delivery system by installing a pump station and associated infrastructure located adjacent to the Southeast corner of the parcel at 1289 S. Protest Way, Boise, Idaho (“Property”) referred to as the (“Development Project”). The Development Project is located in or around the District’s drainage easement/right-of-way and Drain A. As part of the Development Project, Developer plans to re-pipe a portion of and modify a connection to Drain A and the associated drainage system, including piping and infrastructure (“Drainage Facilities”), as further described in the proposed plans attached hereto as **Exhibit B** (“Plans”).

4. The District’s drainage easement/right-of-way traverses through the Development Project and Property as well as through adjacent properties.

5. As part of the Development Project, Developer also plans to construct and install various on-site features within the Property, as more particularly described in **Exhibit B**.

6. The Board of Commissioners of the District, at their meetings over the course of March – October 2024, reviewed the proposed project and provided preliminary feedback on the Development Project.

7. At the meeting of the Board of Drainage Commissioners of the District (the “Board”) on October 10, 2024, the Board conceptually reviewed Developer’s proposed Plans and

provided preliminary feedback on the terms and conditions that would be necessary for the District to approve the Plans and enter into a drainage agreement.

8. Developer has provided the District with updated drain alteration and construction concepts and proposed Plans for the Development Project, along with a Stormwater Pollution Prevention Plan outlining Best Management Practices during the construction of the Development Project.

9. Developer representatives, consultants, contractors, and subcontractors, Developer's counsel, District Counsel, and District Engineer have met on several occasions, exchanged information concerning the Plans, drainage alteration, and related activity to reach an understanding on the Development Project and the role of the District.

10. Developer proposes that based on the operations of the Development Project additional irrigation water may need to be discharged into Drain A from time to time.

11. Developer has provided the District with their best available data concerning the historic drainage to Drain A and the potential capacity for irrigation discharge at this location, see **Exhibit C**. The District Engineer has reviewed the proposed Plans and best available data provided and concurs the proposed discharge to Drain A is acceptable, with the necessary terms and conditions as outlined herein.

12. The Board, at their meeting of October 10, 2024, conceptually approved Developer's proposed Plans, subject to the execution of a drainage agreement by the Parties containing all terms and conditions agreed upon.

13. The Parties wish to execute this Agreement to set forth their respective rights and responsibilities concerning Developer's proposed Development Project, proposed relocation, piping, and realignment of Drain A, in addition to ongoing operation and maintenance that Developer will be required to provide for the Drainage Facility and the District's associated easement and right-of-way, along with the District's acceptance of drainage from the Development Project as indicated on the Drainage Plans and this Agreement.

AGREEMENT

In consideration of the above recitals, which are hereby incorporated as binding provisions in this Agreement, and the mutual promises and obligations contained herein, and other good and valuable consideration, the District and Developer hereby covenant and agree as follows:

A. Intent of the Parties

The Parties agree the intent and purpose of this Agreement are to provide the following:

1. Mitigation and remediation of the current condition of Drain A as it traverses through the Development Project, which mitigation and remediation will benefit the Parties.

2. In consideration of the potential benefit to the District related to maintenance and operation of the Drainage Facility at the Development Project location, the District is willing to allow modification and use of Drain A, and to accept a limited amount of irrigation discharge, as specified below in Section B(5), into Drain A. All improvements and necessary infrastructure needed to facilitate this discharge into Drain A shall be at Developer's sole cost and expense and long-term maintenance and operation of the stormwater infrastructure on the Property will also be the sole responsibility of the Developer.

3. Developer agrees to construct the infrastructure related to the Drainage Facility consistent with the approved Plans, in a manner which will not interfere with the continued receipt of existing drainage in Drain A, including certain potential irrigation discharge and certain drainage from the Property. Developer also commits to constructing the infrastructure related to the Drainage Facility in a manner as to avoid any impact on downstream properties currently served by Drain A.

4. Developer proposes to commence construction on or before [ENTER], and complete construction and improvements related to the Drainage Facility in order for Drain A to continue receiving drainage on or before April 15, 2025.

B. District Approval of Drainage Plans

1. The District hereby approves Developer's proposed Plans related to Phase 1, subject to the conditions set forth and/or referenced herein. Construction, relocation, realignment, piping, operation, maintenance, and repair of the Drainage Facility at the Development Project location shall be Developer's sole responsibility and at Developer's sole expense. If any repair, replacement, improvement, and reconstruction of said Drainage Facility on the Property is required and the District is required to cause the same to be repaired, replaced, improved, and reconstructed because the Developer has failed to do so within thirty (30) days of written notice from the District, the costs thereof shall be billed to Developer and its successors and assigns.

2. Developer shall be responsible for all operation and maintenance of the Drainage Facility at the Development Project location.

3. Developer has provided a final set of Plans to the District for formal review. The final set of design plans have been sealed and dated by a professional engineer, and any plans that depict property lines shall be sealed and dated by a professional land surveyor or equivalent. The final set of Plans shall include the following information:

- a. A metes and bounds description of the District's drainage easement and right-of-way that exists for the Property.
- b. Verification that the Drainage Facility will continue to accommodate flow from irrigation discharge. Developer shall provide District with confirmation of acceptance of the Development Project by ACHD as applicable.

- c. Developer shall provide a Stormwater Pollution Prevention Plan (“SWPPP”) which will address activities related to the construction of the Development Project and Drain A. The SWPPP shall include Best Management Practices (“BMPs”) to limit any discharge downstream from the Site and identifying Drain A as a receiving water in the SWPPP and included in the narrative of the SWPPP. Developer shall be responsible for filing the SWPPP with any other appropriate governmental entity and to comply with such governmental entity’s requirements.
- d. Developer has proposed certain features within the District’s easement and right-of-way. In exchange for the ability to place such features within the District’s easement and right-of-way, Developer has agreed to assume maintenance and operation of the District’s easement and right-of-way on the Property. Should the District require these features be removed or disturbed to facilitate maintenance or operation of Drain A or the easement and right-of-way, Developer shall be solely responsible for such cost and work related to this maintenance and operation. Nothing shall be permitted to be placed or constructed within the easement, by the Developer or any successor or assign, other than that specified in this Agreement and shown on the Plans provided by the Developer and attached as **Exhibit B**.
- e. By this Agreement, District grants Developer a license to enter upon the District’s current easement or right-of-way for purposes of constructing the Development Project and providing temporary drainage during such construction if necessary.
- f. Developer shall submit an updated construction schedule for the Project no later than five (5) days prior to the commencement of construction and submit updates on a weekly basis during construction. Upon completion of construction related to Drain A, Developer shall submit updates on a monthly basis through full buildout of the Development Project.
- g. Developer and its engineer shall be responsible for the inspection of the work described in this agreement and compliance with previously submitted materials and specifications. Developer and or Developer’s engineer shall provide progress reports to District’s engineer on a weekly basis. Should District’s engineer determine any work, or activity does not conform with previously submitted materials or specifications, District Engineer shall notify District counsel who shall then notify Developer in writing of any needed corrected work or construction.

District’s approval of this Agreement and the various portions thereof are specifically conditioned on the ongoing submissions and reporting by Developer as stated herein.

4. Developer shall provide assurances to the District with respect to the flow and quality of drainage as it leaves the Development Project both during construction and post-development. Should any issues arise as it relates to the flow of drainage through Drain A on the

Property or downstream of the Property, Developer shall be responsible for remedying the issue to the satisfaction of the District and at the Developer's sole cost and expense.

5. Drain A is currently receiving direct irrigation discharge from the Development Project. The District agrees to accept additional discharge subject to additional considerations, including:

- a. Total irrigation discharge flow to the Drainage Facility from the Property and Development Project shall not exceed 3.34 cfs; and
- b. Developer shall cease discharging any amount of drainage or irrigation flows (0 – 3.34 cfs) should Drain A begin showing signs of an inability to accept such flow, including but not limited to, physical capacity issues or distress to Drain A; and
- c. Developer shall be solely responsible for any costs incurred by the District as a result of any increase in the amount of drainage into the Drainage Facility both during construction and post-development. Costs for increased drainage discharge will be the responsibility of the Developer.

6. Developer shall ensure that the Drainage Facility will continue to be capable of carrying the same amount of flow post-construction as it was capable of carrying pre-construction.

7. Developer guarantees that to the extent any relocation and realignment, as well as any construction by-pass, occurs outside the Property for the Development Project, the Developer will secure all necessary licenses and permissions from adjacent property owners.

8. Developer shall ensure that all work done to remove vegetation and construct infrastructure to accept the specified discharge from the Property is done in accordance with the requirements of the Boise Public Works Department or other Boise City departments and all other applicable standards, including those standards required under the National Pollutant Discharge Elimination System (NPDES) permit to which the District is a signatory.

9. It is anticipated that the general location of the Drainage Facility and Drain A which traverse through the Property will not be substantially changed from their current location. In order to ensure that the location of the Drainage Facility and associated easement and right-of-way as it relates to the Property is clearly delineated, Developer shall prepare as-built construction drawings showing the location of the drainage easement.

10. Developer shall ensure that the Drainage Facility is constructed and improved in accordance with the final Plans, as approved by the District and attached as **Exhibit B**, subject to any conditions imposed by the District which conditions must be satisfied in order to comply with this Agreement.

11. Upon approval of the final Plans by the District, Developer shall obtain the District's written approval prior to any modification to the Drainage Plans, which approval shall not be unreasonably withheld.

12. Developer shall, at its sole expense, comply with all laws, orders, and regulations of federal, state, and local authorities, and obtain all other licenses or permits that may be required to perform this Agreement and/or for any construction work subject to this Agreement.

13. Developer shall comply with all laws, rules, regulations, and orders of federal, state, and local authorities promulgated to provide and maintain maximum water quality for domestic, industrial, agricultural, manufacturing, municipal, and groundwater recharge purposes, to abate pollution of streams and lakes, to enhance and preserve the quality and value of the water resources of the state of Idaho, and to assist in the prevention, control, and abatement of water pollution, to the extent the same are applicable to Developer's activities contemplated by this Agreement.

14. Developer shall, at its own expense, install, construct, modify, and/or maintain any and all facilities that may be required by local, state, or federal authorities to prevent discharges of unlawful water pollution initiating from the Property.

15. The District, at all times, reserves the right to observe the in-progress construction and improvement of the Drainage Facility to determine that such construction is performed in accordance with the Drainage Plans and the conditions referenced or contained herein.

16. Due to the potentially challenging construction constraints related to the Development Project, as part of this Agreement, the Developer shall provide the District a construction implementation plan ("Construction Plan") which shall include the following:

- a. Construction sequencing.
- b. Construction excavation shoring needs, if any.
- c. Temporary water conveyance and/or pumping plan to provide uninterrupted drainage conveyance around and through the Property during construction.
- d. An emergency mitigation plan to be initiated should a large rainfall, snowmelt, or other water event occur during construction that could overwhelm the temporary drainage conveyance works to ensure surrounding properties, with particular emphasis on Big Jud's, not be adversely affected by an uncontrolled flood event.
- e. Overall construction schedule with project milestones to ensure that Drain A can reasonably be removed from service and returned to permanent service outside of the irrigation season.
- f. The Construction Plan shall be presented by the Developer at a pre-construction conference to take place a minimum of fourteen (14) days prior to commencing construction activities affecting Drain A. The pre-construction conference shall at a minimum include attendance by a representative of the Developer, any contractor or subcontractor, the District Engineer and the Developer's engineer.

17. Following construction of the Development Project, the Developer shall complete a CCTV inspection of the new Drain A facilities per District specifications prior to returning Drain A to permanent service.

18. This Agreement is subject to all applicable permits issued by the city of Boise and the Ada County Highway District.

19. Developer shall complete the construction and installation of the new Drainage Facility on or before [date needed]. The time-limits contained in this provision are subject to revision upon mutual agreement of the Parties to this Agreement.

C. Indemnity

1. Developer shall be solely responsible for any liability, cost, or loss incurred by the District as a result of (1) injury to person or property caused by a lack of adequate drainage facilities upon the Property, (2) injury to persons or property upon or adjacent to the Property caused by improper construction or alteration of Drain A or the portion of Drain A that the Developer is required by this Agreement to maintain; or (3) any injury or damage to person or property caused by Developers discharge of irrigation or drainage into Drain A, no matter what amount is discharged.

2. Developer shall indemnify, defend, save, and hold the District harmless from and for any and all losses, claims, actions, or judgments for damages or injuries to persons or property and losses and expenses (hereinafter "Liability") to the extent caused by Developer, its employees, agents, business invitees, and independent contractors as a result of this Agreement or for the performance of the work involved as herein described including, but not limited to, installation of new Drainage Facilities adjacent to the Property and alteration to vegetation and infrastructure in and around Drain A. Developer shall fully indemnify and hold the District harmless for any such Liability and shall pay the costs of defense (including the reasonable attorney fees of legal counsel acceptable to the District) of the District in any legal action or claim filed against the District involving any of the circumstances of this Agreement in connection with the Development Project.

3. Developer shall save and hold the District harmless of any liability or responsibility to the extent caused by Developer's activities that result in a violation of water quality standards imposed by federal, state, and local authorities.

D. Bodily Injury, Property Damage, and Workers' Compensation Insurance

Developer shall, or through its contractor shall, at its sole cost, obtain and maintain in full force and effect prior to commencement of construction through completion and inspection of the Development Project, insurance of the following types, with limits not less than those set forth below with respect to the Development Project, and with the following requirements:

- a. Commercial General Liability Insurance (Occurrence Form) with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than eighteen months

following completion of the Project or issuance of a certificate of occupancy, whichever is later. The policy shall be endorsed to name District, including its officers, directors, and employees of each as additional insureds. All policies shall be occurrence form policies and not a claims-made policy. The required limits of liability may be achieved with an umbrella policy if the umbrella policy provides coverage as least as broad as the underlying Commercial General Liability policy.

- b. During the construction of the Project, Builder's Risk Insurance or equivalent upon the Development Project covering one hundred percent (100%) of the replacement cost of the Project. This policy shall be written on a builder's risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the construction, temporary buildings, falsework, and construction in transit, and shall insure against at least the following perils: (i) fire; (ii) lighting; (iii) explosion; (iv) windstorm or hail; (v) smoke; (vi) aircraft or vehicles; (vii) riot or civil commotion; (viii) theft; (ix) vandalism and malicious mischief; (x) leakage from fire extinguishing equipment; (xi) sinkhole collapse; (xiii) collapse; (xiv) breakage of building glass; (xv) falling objects; (xvi) debris removal; (xvii) demolition occasioned by enforcement of laws and regulations; (xviii) weight of snow, ice, or sleet; (xx) weight of people or personal property;
- c. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Developer's employees, and Employer's Liability Insurance with minimum limits as required by law. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
- d. Automobile Liability Insurance covering use of all, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence.
- e. All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of District. Developer hereby releases District, including its respective officers, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of Developer's performance under this Agreement or construction of the Project unless otherwise as the result of the negligence or willful misconduct of District or its commissioners, directors, and employees.

- f. Developer (or Developer's contractor(s), as applicable) shall provide certificates of insurance satisfactory in form to District (ACORD form or equivalent) evidencing that the insurance required above is in force. To the extent available on commercially reasonable terms, the policy will be endorsed to provide not less than thirty (30) days' written notice will be given to District prior to any cancellation of the policies. Developer will provide evidence (by endorsement, if required) that the waivers of subrogation are in force. Developer (or Developer's contractor(s), as applicable) shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements required in this Agreement. At District's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.
- g. All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to provide the identified insurance coverage in the State of Idaho.
- h. The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by District. Developer's Commercial General Liability Insurance policy shall contain a Cross-Liability or Severability of Interest clause. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in the Agreement.

E. Surety Bond

The Developer hereby grants to the District, the Surety, as defined below, upon any performance bond, payment bond, or completion bond (collectively the "Bonds"), and to the agents, employees, and contractor of any of them, for the purpose of completing the improvements. The Surety ensures the Developer, contractor, or subcontractor, has completed the work within the time specified, or any extension therefore, and to the specifications required in this Agreement and the Drainage Plans.

Developer and District acknowledge the submittal of the following:

- a. A Completion Bond issued by [enter] as [enter], in the amount of [enter] to the District as Obligees for completion of the construction and alteration of Drain A as described in this Agreement to be paid to District to assure such completion, a copy of which Completion Bond has been attached hereto and incorporated herein by reference as **Exhibit D**.

For purposes of this Section, [enter] is referred to as Surety.

Developer and/or its general contractor agrees to take all necessary steps to enforce the Bonds on behalf of the District to assure completion of the work set forth in this Agreement in the time and method specified.

Whenever the Developer shall be, and is declared by the District to be in default of this Agreement, the Surety may remedy the default or shall complete this Agreement in accordance with its terms and conditions or obtain a bid or bids for submission to the District for completing this Agreement in accordance with its terms and conditions and, upon determination by the District and Surety of the lowest responsible bidder, arrange for a contract with such bidder and the District and make available as work progresses, sufficient funds to pay the cost of completion of the improvements described in this Agreement. If any deficiency between the amount expended by the District to complete the improvements in accordance with the terms and conditions of this Agreement and the surety bond posted by the Developer, contractor, or subcontractors, the Developer shall be liable for any deficient amount and in the event of enforcement to collect, shall be liable for attorneys' fees and costs.

For purposes of this Agreement, the word "costs" shall include expenses for material, labor, and equipment necessary for the performance of this Agreement and expenses for District personnel, labor time incurred for collection, bidding processes, and other related expenses.

F. Development Project Requirements

The Development Project Requirements ("DPRs") regarding the specifics of this Agreement are set forth on **Exhibit E** and are excerpts from the submitted Plans. Those requirements shall be incorporated into this Agreement. **Exhibit E** shall be updated as the work progresses and in the event that any amendments to the Development Project are needed. If any direct conflict between the DPRs and this Agreement occur, this Agreement's wording shall supersede. If Developer deems there is a conflict, Developer shall notify the District in writing where the conflict exists and give justification for seeking a change to the DPRs.

a. Warranty on Drainage Facility and Landscaping; and Record Drawings

Upon completion of the construction and alteration of the Drainage Facility and Drain A, Developer shall file Record Drawings with the District Engineer. Developer warrants that the materials and workmanship employed in the construction of the Drainage Facility and alteration to Drain A shall be good and sound and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of the improvements by District, provided nothing herein shall limit the time within which District may bring an action against Developer on account of Developer's failure to otherwise construct such improvements in accordance with this Agreement. The one-year warranty period does not constitute a limitation period with respect to the enforcement of Developer's other obligations under the Agreement.

b. Covenants; Successors and Assigns

The rights, obligations, and duties described in this Agreement constitute an encumbrance running with the land and shall inure to and bind the parties hereto together with their respective heirs, representatives, successors, and assigns. Should Developer wish to assign its rights and responsibilities under this Agreement to any successor or assignee, for the Property, Developer shall provide written notice of such assignment to the District and proof of assignment and assumption by the successor or assignee. It shall be the Developer's responsibility to ensure that such successor and assignee understands that should the Developer assign its responsibilities and obligations under the Drainage Agreement, the successor and assignee will be bound by the terms and conditions of the Drainage Agreement.

G. Attorney and Engineering Fees

In consideration of this Agreement, Developer agrees, upon demand from the District, to pay the District's attorney fees and costs, and engineering fees and costs, charged by the attorney for the District, or by the engineers for the District, in connection with the negotiation and preparation of this Agreement.

District acknowledges Developer has previously tendered the amount of \$2,500 as a retainer for District Attorney's Fees and Engineering Fees. District shall provide Developer with periodic invoices for fees and costs related to preparation of this Agreement and through completion of the construction related to the Drainage Facility and alteration to Drain A. The District's final invoices will be sent within thirty (30) days of completion of construction. Developer shall pay said amount within forty-five (45) days of District sending the invoice. Upon request, District shall provide Developer with its then currently accrued amount for attorney's fees, engineering fees, and costs and an estimate through completion of construction of the new Drainage Facility.

In any action brought to enforce any of the terms or conditions of this Agreement, the successful or prevailing party in such action shall be entitled to receive its costs and expenses incurred, including reasonable attorney, accountant, engineering, and expert fees, whether such action be prosecuted to judgment or not.

H. Anti-Boycott Against Israel Certification

Developer hereby certifies pursuant to Section 67-2346, Idaho Code, that the Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

I. Contract With A Company Owned or Operated By the Government of China Prohibited

Developer hereby certifies pursuant to § 67-2359, Idaho Code, that the Developer is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

J. Prohibition on Contracts with Companies Boycotting Certain Sectors

Participant hereby certifies pursuant to § 67-2347A that the participant shall not, during the course of this Agreement, engage in any boycott of any individual or company who engages in or supports:

- 1) the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture;
- 2) or engages or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d).

K. Memorandum of Agreement

The parties shall enter into a Memorandum of Agreement which shall summarize the pertinent terms and conditions of this Agreement directing those inquiring to this full Agreement and which shall be recorded in the Ada County Recorder's Office.

L. Recording of Agreement

The District shall record the Memorandum of Agreement and easement in the records of Ada County, Idaho, upon execution of this Agreement and completion of the Development Project. The District shall provide the Developer with conformed copies of the recorded instruments. Developer shall reimburse the District for the recording fees for both the Memorandum of Agreement and the easement.

signatures on following page

STATE OF IDAHO)
) ss:
County of Ada)

On this ____ day of _____ 2024, before me, the undersigned, a Notary Public in and for said county and state, personally appeared [ENTER], known or identified to me to be the Acting Secretary of the Board of Commissioners respectively of DRAINAGE DISTRICT NO. 3, an Idaho quasi-municipal corporation that executed the within and foregoing instrument 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.

Notary Public for Idaho
My Commission Expires: _____

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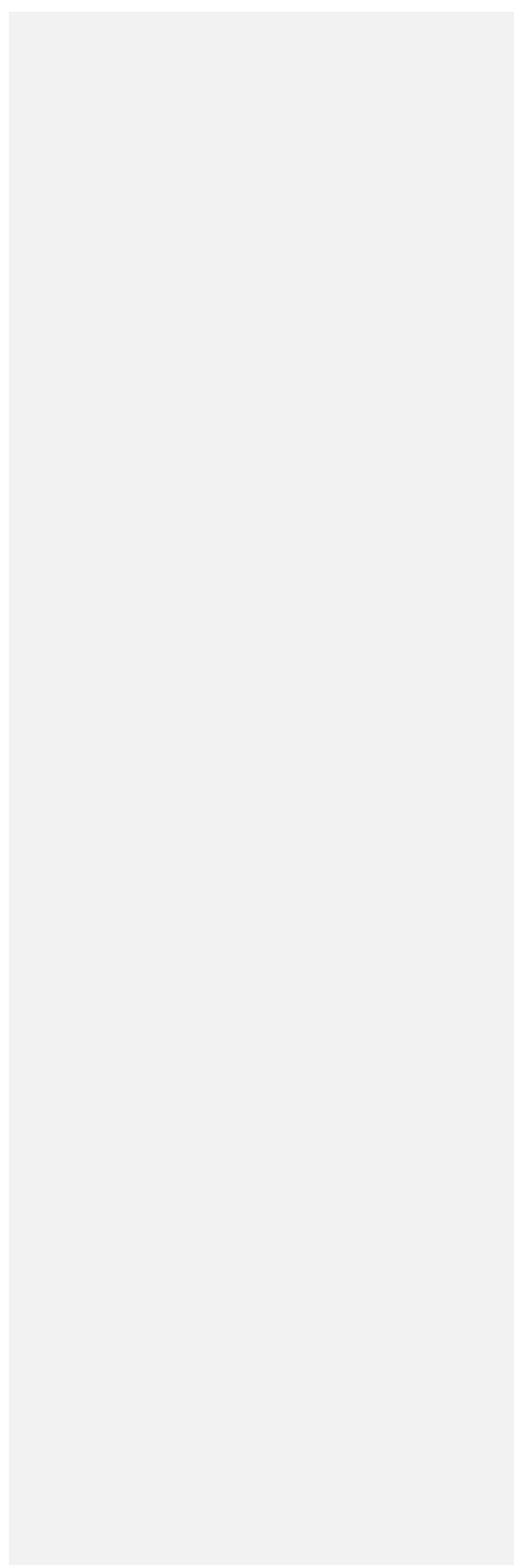


Exhibit A
Depiction of BSU Property

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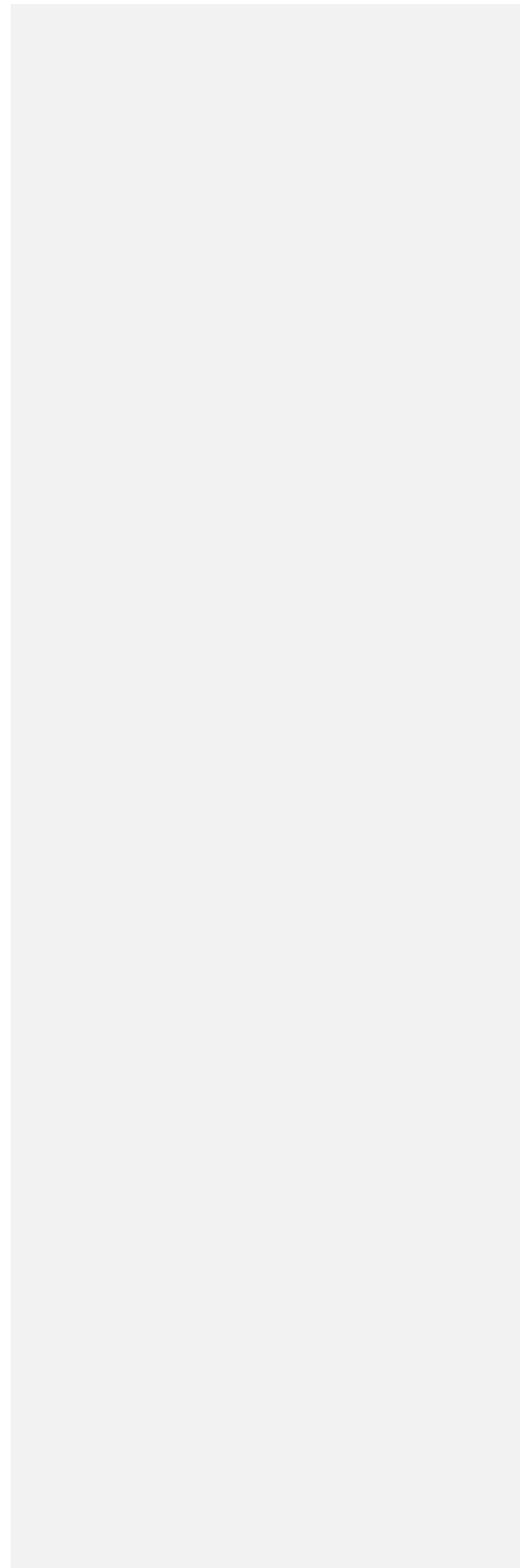


Exhibit B
Plans

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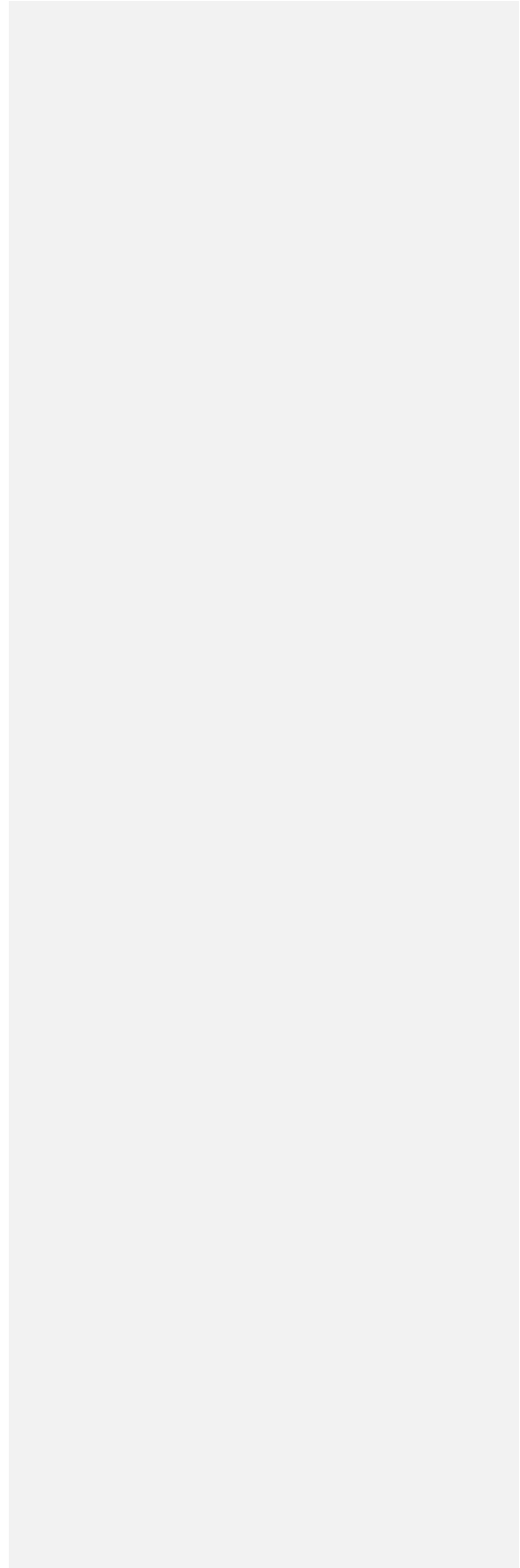


Exhibit C
Drainage Date

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Exhibit D
Surety Bond

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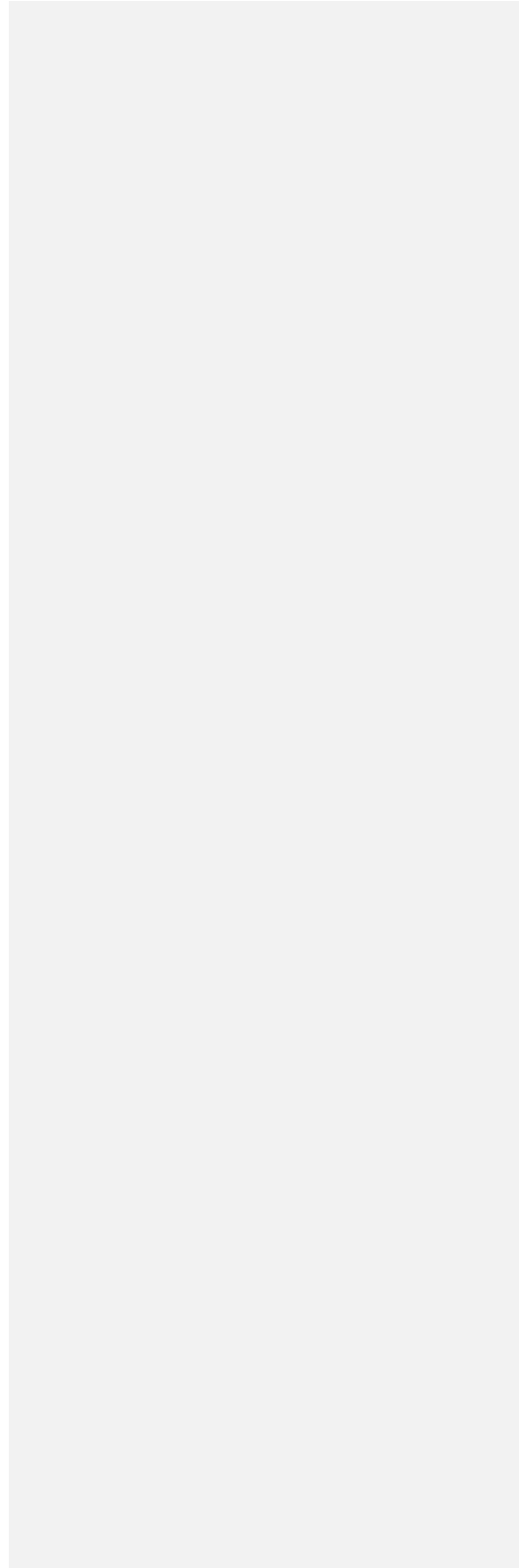


Exhibit E
Development Project Requirements

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