

COUNCIL MEMBERS:

SHAWN	LANCE	DON	GREGORY	JIM	REBECCA	CHRIS
BARIGAR	CLOW	HALL	LANTING	MUNN, JR.	MILLS SOJKA	TALKINGTON
		<i>Vice Mayor</i>	<i>Mayor</i>			



AGENDA
 Meeting of the Twin Falls City Council
Monday, February 27, 2012
 City Council Chambers
 305 3rd Avenue East - Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
 CONFIRMATION OF QUORUM
 INTRODUCTION OF STAFF
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:
 PROCLAMATIONS: None.

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u> 1. Consideration of accounts payable for February 22 – 27, 2012. 2. Consideration of the February 21, 2012, City Council Minutes.	<u>Action</u>	<u>Staff Report</u> Sharon Bryan L. Sanchez
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Consideration of a request to appoint a new member and to reappoint members to the Golf Advisory Commission. 2. Consideration of a request to approve a Resolution and Cooperative Agreement for an Encroachment Permit for State Highway: US-30. <i>Proposed Resolution #1879.</i> 3. Consideration of a request to reject all bids on UASB proposal for Pretreatment Facility Equipment Procurement. 4. Consideration of a request to authorize the Mayor to sign an agreement between the Blue Lakes Country Club, the Blue Lakes Trout Company, the State of Idaho, and the City of Twin Falls for road maintenance and an easement of the Blue Lakes grade. 5. Public input and/or items from the City Manager and City Council.	Action Action Action Action	Dennis Bowyer Lee Glaesemann Troy Vitek Travis Rothweiler
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 – NONE.		
V. <u>ADJOURNMENT</u> Executive Session 67-2345(1)(a) To consider hiring a public officer, employee, staff member or individual agent. This paragraph does not apply to filling a vacancy of an elective office. Executive Session 67-2345(1)(c) To consider deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.		

****Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.***

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council shall wait to be recognized by the Mayor, approach the microphone/podium, state their name and address, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the City Clerk. The City Clerk shall make an audio recording of the Public Hearing.
 3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor.
 4. A City Staff Report shall summarize the application and history of the request.
 - The City Council may ask questions of staff or the applicant pertaining to the request.
 5. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor may limit public testimony to no less than two minutes per person.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the mayor. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
 7. The Mayor shall close the Public Hearing. The City Council shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.
- * Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor.



Date: Monday, February 27, 2012 City Council Meeting
To: Honorable Mayor and City Council
From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Consideration of a request to appoint a new member and to reappoint members to the Golf Advisory Commission.

Time Estimate:

The staff presentation will take approximately 2 minutes. Following the presentation, we expect some time for questions and answers.

Background:

Rich Birrell was appointed to the Golf Advisory Commission May 2011 for a partial term. He is eligible for another three year term. Rich has requested to be reappointed.

Brett Semple was appointed to the Golf Advisory Commission March 2009 for a full term. He is eligible for another three year term. Brett has requested to be reappointed.

City Code 2-3-2, states "...one member shall be a representative from the Women's Golf Association." In Discussions about this Code section with former Mayor Don Hall and Mayor Greg Lanting, both agreed that the Women's Golf Association should recommend a replacement for Patty Lee. The Women's Golf Association has recommended that Helen Brown be their representative to the Golf Advisory Commission.

At the February 8, 2012, Commission meeting, all three were unanimously recommended to the City Council to be appointed for three year terms from March 2012 to February 2015.

Mayor Lanting and I have reviewed the requests for reappointments and the recommendations from the Commission. Rich and Brett have great attendance records and provided valuable input into the actions of the Commission. Based on their attendance records and the valuable contributions, we recommend reappointing Rich and Brett and the appointment of Helen Brown.

Approval Process:

City Code 2-3-2, states: "...members to be appointed by the Mayor and confirmed by the City Council."

Budget Impact:

None

Regulatory Impact:

Approval of these requests will bring the membership to the full seven members on the Golf Advisory Commission.

Conclusion:

The Mayor and staff recommend that the City Council reappoint Rich Birrell and Brett Semple and appoint Helen Brown to the Golf Advisory Commission.

Attachment:

None



Date: Monday, February 27, 2012
To: Honorable Mayor and City Council
From: Lee Glaesemann, Staff Engineer

Request:

Consideration of a request to approve a Resolution and Cooperative Agreement for an Encroachment Permit for State Highway: US-30.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

At this time, the City has begun construction of all stages of the 2012 Northeast Sewer Project. The Northeast Sewer Project is a multi-phase project to increase City sewer capacity and bypass existing sewer mains that run through the City. The increased sewer capacity will allow for future growth on the East side of the City, including the Southeast industrial zone, and the new Chobani plant. The work is on a short schedule to allow the City and Urban Renewal Agency to meet their obligations for the opening of the new Chobani plant.

A portion of the Northeast Sewer Project runs down Hankins Road and crosses Kimberly Road (U.S. Highway 30), which is State right-of-way under the jurisdiction of the Idaho Transportation Department (ITD). To work within ITD's right-of-way, the City must obtain a permit which specifies the conditions for the work.

The City has proposed a trench crossing on Kimberly Road to help minimize traffic impacts on Hankins Road, reduce potential schedule impacts, and to reduce costs. To allow the trench crossing, ITD is requiring the City to replace and maintain the asphalt and adjacent pavement along the proposed sewer line installation and provide surface repair and maintenance as needed. The City may request pavement maintenance acceptance by the State after five years or upon completion of an overlay or more significant road construction performed by the State. This agreement and associated requirements are similar to the agreements required by ITD when the City constructed the Arsenic Waterline projects across State right-of-way.

Approval Process:

ITD requires certified copies of a Resolution that authorizes the Mayor to execute the Cooperative Agreement and the Mayor-signed Cooperative Agreement.

Budget Impact:

There is an estimated up-front cost savings of about \$150,000 to trench across Kimberly Road rather than bore underneath it. There is some potential for City or contract maintenance forces to perform

maintenance activities in the areas of the trenching. This project attempts to minimize that potential through approved design, specifications, and inspection.

Regulatory Impact:

Approval of this request will result in issuance of ITD Encroachment permits that allows for trenching in ITD right-of-way on US-30.

Conclusion:

Staff recommends that the Council approve the Resolution and Cooperative Agreement for an Encroachment Permit for State Highway: US-30.

Attachments:

1. Cooperative Agreement for Issuance of Encroachment Permit
2. Resolution
3. Vicinity Map

**COOPERATIVE AGREEMENT
FOR
ISSUANCE OF ENCROACHMENT PERMIT
CITY OF TWIN FALLS**

PARTIES

THIS AGREEMENT is made and entered into this _____, day of _____, _____, by and between the Idaho Transportation Department, hereafter called the State, and the City of Twin Falls, hereafter called the City.

PURPOSE

The City has applied for an encroachment permit (Permit) for the construction, operation, and maintenance of a sewer main line on U.S. Highway 30 at approximate milepost 220.668 (Kimberly Road and Hankins Road Intersection) and at approximate Station 104+80 according to ITD Plan F.A.P. F-2361(24). A copy of the permit is attached hereto marked Exhibit A. The City has agreed to provide maintenance of the roadway within this section. This Agreement will set out the responsibilities of the parties related to this action.

THE PARTIES AGREE AS FOLLOWS:

1. The State agrees to grant the City an Encroachment Permit for the purpose of installing a sewer main line which sewer main line will cross the existing intersection of Kimberly Road (U.S. Highway 30) and Hankins Road (3200 East Road) at approximate milepost 220.668. The approximate station at which the crossing will occur is Station 104+80.00 according to F.A.P. F-2361(24).
2. The City agrees to assume all duties and responsibilities as it relates to the Permit.
3. The City shall be responsible for the maintenance of the sewer main line installed under the permit.
4. The City shall be responsible for maintenance of U.S. Highway 30 (Kimberly Road), as follows:
 - a. Replace and maintain asphalt shoulder and adjacent pavement along the route of the proposed sewer main line installation at the intersection of Kimberly Road (U.S. Highway 30) and Hankins Road (3200 East Road).
 - b. Provide surface repair, including but not limited to potholes, settling, and cracking, including crack sealing.

The City may request pavement maintenance acceptance by the State after five (5) years or upon completion of an overlay or more significant road construction performed by the State.

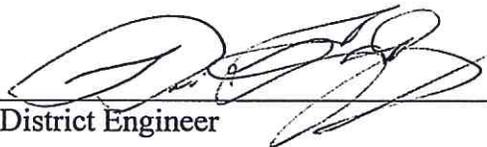
5. The City further agrees that as consideration for the Agreement the City agrees to indemnify and hold harmless the State from any and all claims of any kind, character, or nature arising out of the operation of the City's sewer main line, including but not limited to, the introduction of hazardous chemicals or substances in the sewer main line. This provision for indemnification shall include, in addition to any damages which may be claimed or result, reimbursement for reasonable attorney fees and the cost of defense incurred by the State.

EXECUTION

This Agreement is executed for the State by its District Engineer, and executed for the City by its Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Twin Falls.

IDAHO TRANSPORTATION DEPARTMENT

Approved By:


District Engineer

Approved As To Form:


Deputy Attorney General

Attest:

CITY OF TWIN FALLS

City Clerk

Mayor

(Seal)

By regular meeting
on _____

hm:TwinFallsCoop.doc

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the State and the City of Twin Falls, hereafter called the City, for construction of a sewer main line within U.S. Highway 30 at approximate milepost 220.668;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for construction of a sewer main line within U.S. Highway 30 at approximate milepost 220.668 is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the City.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

C E R T I F I C A T I O N

I hereby certify that the above is a true copy of a Resolution passed at a regular, duly called special (cross-out non-applicable terms) meeting of the City Council, City of Twin Falls, held on _____, 20____.

(Seal)

City Clerk

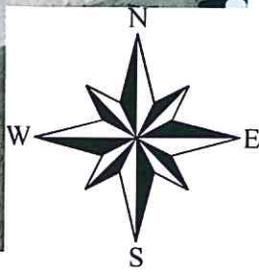


Kimberly Rd.
Surface Repair

HANKINS RD

Kimberly Rd

HANKINS RD S





Date: Monday, February 27, 2012
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to reject all bids on the UASB proposal for Pretreatment Facility Equipment Procurement Package.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

On February 17, 2012, the bids for the Pretreatment Facility Equipment Procurement Package were opened publicly and later reviewed for responsiveness. It is recommended by Staff that the two bids received be rejected and the project be rebid. Low bidder had a price of \$2,895,447.00 with an add alternate of \$1,096,872.00. This bid was found to be un-responsive. The second bidder had a price of \$3,770,873.00 with an add alternate of \$1,245,954.00. A difference of \$875,426.00 to the base price and \$149,082 to the add alternate.

Approval Process:

IDAPA 38.05.01 (091) states that the City may reject bids and proposals and notify bidders of cancellation of solicitation. Section 18 of the Instruction to bidders in the contract allows the buyer to reserve its right to reject any and all bids.

Budget Impact:

The total budget of the projects (Pre-Treatment Facility and Waste Water Treatment Plant upgrades) is \$10.5 million. The URA has a finite obligation and the City is responsible for construction therefore the additional costs will be the responsibility of the City. The low bid fit in the project budget; the next bid would cause substantial budget overrun.

Regulatory Impact:

Approval of this request will allow the City to formally withdraw the solicitation, return the bonds to the bidders and begin solicitation of the package again.

Conclusion:

Staff recommends that the Council approve the request as presented.



Date: Monday, February 27, 2012
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Request of the City Council to authorize the Mayor to sign an agreement between the Blue Lakes Country Club, the Blue Lakes Trout Company, the State of Idaho, and the City of Twin Falls for road maintenance and an easement of the Blue Lakes grade.

Time Estimate:

The presentation will take approximately 5 minutes in addition to time needed to answer questions.

Background:

The attached Agreement describes the responsibility of each party, as referenced above, as it relates to the maintenance of the Blue Lakes grade. As described in the fourth paragraph of the Agreement, the City of Twin Falls will share the costs and expenses of maintaining, repairing, and improving Blue Lakes Grade Road according to the following percentages: Blue Lakes Country Club - 50%, City of Twin Falls - 6%, Blue Lakes Trout Company - 22%, State of Idaho - 22%

Additionally, the Agreement secures the easement to the City, as well as the other parties, to be able to access to their respective properties. For the City, the Agreement provides continued access to our well sites located north of the upper lake of the Blue Lakes.

Approval Process:

Approval of this request requires a simple majority of the City Council members present at this meeting.

Budget Impact:

The budget impact will be insignificant. The Agreement states the City will be responsible for 6% of the total cost of the projects and improvements made to the Blue Lakes grade.

Regulatory Impact:

There are no regulatory impacts associated with this Agreement.

Conclusion:

City Staff recommends approval of the Agreement between the parties. The proposed Agreement describes the financial responsibilities of each party as it relates to maintaining the Blue Lakes Grade and secures the City's easement to its Blue Lakes well sites.

Attachments:

1. Proposed Agreement

BLUE LAKES GRADE ROAD MAINTENANCE AND EASEMENT AGREEMENT

THIS BLUE LAKES GRADE ROAD MAINTENANCE AND EASEMENT AGREEMENT (“Agreement”) is entered into effective the ___ day of February, 2012, by and between BLUE LAKES COUNTRY CLUB, INC., an Idaho corporation (“Country Club”), the CITY OF TWIN FALLS, a municipal corporation (the “City”), BLUE LAKES TROUT COMPANY LLC, an Idaho limited liability company (“BLTC”), and the STATE OF IDAHO by and through the IDAHO WATER RESOURCE BOARD, a constitutionally established State Water Resource Agency (“IWRB”), collectively the “Parties.”

WHEREAS, there exists a roadway hereinafter referred to as “Blue Lakes Grade Road” legally described on Exhibit “A” attached hereto, beginning at the intersection of Golf Course Road and Blue Lakes Grade Road near the rim of Snake River Canyon and extending in a Southwesterly direction down the canyon to the intersection of Blue Lakes Grade Road and Warm Creek Road, which all the Parties hereto use for purposes of ingress and egress to their respective properties; and

WHEREAS, Blue Lakes Grade Road transverses several tracts of land owned by certain Parties to this Agreement before reaching the intersection of Blue Lakes Grade Road and Warm Creek Road; and

WHEREAS, the Country Club is the owner of certain real property located in Jerome County, Idaho described in Exhibit “B”, which exhibit is attached hereto and incorporated herein (“Country Club’s Property”); and

WHEREAS, the City is the owner of certain real property (or water pumping facilities) located in Jerome County, Idaho described in Exhibit “C”, which exhibit is attached hereto and incorporated herein (the “City’s Property”); and

WHEREAS, BLTC is the owner of certain parcels of real property located in Jerome County, Idaho described in Exhibits “D” and “E”, which exhibits are attached hereto and incorporated herein (“BLTC’s Property”); and

WHEREAS, The State of Idaho, by and through the Idaho Water Resource Board is the owner of certain real property located in Jerome County, Idaho described in Exhibit “F”, which exhibit is attached hereto and incorporated herein (“IWRB’s Property”); and

WHEREAS, the Parties to this Agreement desire to define and document the historical easement for ingress and egress across Blue Lakes Grade Road; and

WHEREAS, the Parties further desire that Blue Lakes Grade Road be maintained in good repair for the benefit of the Parties and that certain Parties share the costs of maintaining, repairing and improving Blue Lakes Grade Road as set forth herein.

NOW, THEREFORE, for value received, including the performances, payments and conveyances to be made by the Parties as set forth herein, the Parties agree as follows:

1. Definition of Road. For purposes of this Agreement, only that portion of Blue Lakes Grade Road that is legally described in Exhibit “A” attached hereto and incorporated herein shall be included in the definition of “Blue Lakes Grade Road” and subject to this Agreement.
2. Grant of Easement. The Country Club hereby grants to the City, BLTC and IWRB, and to each of their respective heirs, representatives, agents, guests, invitees, employees, successors and assigns, a non-exclusive, perpetual right-of-way and easement to, from, upon, over and across the real property owned or controlled by the Country Club for purposes of ingress and egress upon the Blue Lakes Grade Road.
3. Performance of Road Maintenance and Repair. The City and the Country Club shall be responsible for performing and completing all maintenance, repairs and improvements of Blue Lakes Grade Road, including without limitation removal of debris, snow-plowing, applying ice melt materials, gravel, or salt, and repairing pot-holes. The City and the Country Club shall have the responsibility and authority, and are authorized for and on behalf of all the Parties to this Agreement and their successors and assigns, to maintain, repair and improve Blue Lakes Grade Road in a reasonable state and condition for the use and benefit of all the Parties hereto.
4. Payment for the Cost of Road Maintenance and Repair. The Parties that own the parcels of real property described on Exhibits B, C, D and F, on their own behalf and on behalf of their successors and assigns, agree to share the costs and expenses of maintaining, repairing and improving Blue Lakes Grade Road according to the following percentages:

Country Club (Exhibit B)	50%
City (Exhibit C parcel)	6%
BLTC (Exhibit D parcel)	22%
IWRB (Exhibit F parcel)	22%

provided however, that in the event of repairs or improvements to Blue Lakes Grade Road that exceed a total repair or improvement project cost of Fifty Thousand Dollars (\$50,000.00) in any calendar year, the written approval of the Parties responsible for sharing the costs and expenses of maintaining, repairing and improving Blue Lakes Grade Road shall be required prior to such Parties being responsible for their respective share of the costs of making such repairs or improvements. For purposes of clarification, the owner of the BLTC Property described on Exhibit E attached hereto, shall not be responsible for contribution towards the costs and expenses of maintaining, repairing and improving Blue Lakes Grade Road. All costs and expenses incurred hereunder associated with the maintenance, repair or improvement of Blue Lakes Grade Road shall be due and payable, in accordance with the percentages set forth above, thirty (30) days after the invoice is received. If payment is not made within the thirty (30) day period, then the

sum outstanding shall bear interest from the billing date at the rate of twelve percent (12%) per annum until paid.

5. Covenants Run with the Land. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and upon their respective heirs, successors and assigns.
6. No Gift or Public Dedication. Nothing contained in this Agreement shall or shall be deemed to constitute a gift or dedication of any portion of the Easement, or the use thereof, to the general public, for the benefit of the general public or for any public purpose whatsoever.
7. No Joint Venture. Nothing contained in this Agreement shall be construed to make the Parties partners or joint venturers or to render any party liable for the debts or obligations of any other party.
8. Disputes. If any controversy, dispute, claim, question or difference (“Dispute”) arises with respect to this Agreement or its performance, enforcement, breach, termination or validity, the parties shall use all reasonable commercial efforts to settle the Dispute. To this end, they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to all parties. If the parties do not reach a mutually acceptable solution based on their efforts to settle the Dispute within a period of fourteen (14) days following the first notice of the Dispute by any party, then the parties shall submit the Dispute to mediation pursuant to this Agreement. If the parties do not reach a mutually acceptable solution through mediation, the parties shall submit the Dispute to binding arbitration pursuant to this Agreement. Any mediation or arbitration shall take place in Twin Falls, Idaho.

A. Mediation. The parties agree to have the Dispute mediated by one of the following people or organizations (in the order listed), circumstances permitting: (i) a mediator appointed by the mutual agreement of the parties, or (ii) upon the failure to mutually agree upon a mediator, a mediator appointed by the American Arbitration Association. The parties agree to follow the mediation procedure selected by the mediator. Mediation shall terminate upon the written request of the mediator or any party.

B. Arbitration. If the parties do not reach a mutually acceptable solution through mediation, the parties shall submit the Dispute to binding arbitration. The parties agree to have the dispute arbitrated by one of the following people or organizations (in the order listed), circumstances permitting: (i) an arbitrator appointed by the mutual agreement of the parties, or (ii) upon the failure to mutually agree upon an arbitrator, an arbitrator appointed by the American Arbitration Association. The arbitrator shall resolve the Dispute. The arbitrator may decide whether matters have been properly submitted to the arbitrator for decision, whether there exists a Dispute, and whether this section and the arbitration provisions provided here were properly invoked by the parties. The arbitrator may act until all questions, disputes, and controversies are determined, adjudged, and

resolved. The arbitrator shall conduct the arbitration proceedings in accordance with the rules of the American Arbitration Association, then in effect, except where this Agreement makes a special provision. The arbitration decision shall be given in writing, shall provide reasons for the decision, and shall be final and binding on the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all related matters. Except as otherwise provided in this Agreement or otherwise decided by the arbitrator, the fees and other costs associated with the arbitrator shall be shared equally by the adverse parties and each party shall be responsible for its own attorney fees and costs. Judgment upon any arbitration decision may be entered in any court having jurisdiction or application may be made to the court for a judicial recognition of the arbitration decision or an order of enforcement, as the case may be.

9. Entire Agreement and Waiver. This Agreement supersedes and replaces any and all prior access, ingress and egress easements or understandings with respect to the use of Blue Lakes Grade Road. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous oral or written agreements between the parties concerning the subject matters of this Agreement.
10. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
11. Recording. Upon execution by all the Parties, this Agreement shall be recorded in the Jerome County, Idaho property records.

[Signatures on Following Pages]

Exhibit "A"

Legal Description of Blue Lakes Grade Road Easement

Insert

Exhibit "B"

Legal Description of the Country Club's Property

Insert

Exhibit "C"

Legal Description of the City's Property

Insert

Exhibit "D"

Legal Description of BLTC Property (Production Complex)

BLUE LAKES LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF LOTS 13 AND 14, SECTION 28, AND A PORTION OF LOTS 18 AND 19, SECTION 29, TOWNSHIP 9 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, JEROME COUNTY IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, MARKED BY A 3 INCH BUREAU OF LAND MANAGEMENT BRASS CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION INST. NO. 2012294; THENCE SOUTH 00°31'16" WEST, ALONG THE EAST LINE OF SAID SECTION 29, (BASIS OF BEARING PER CENTRAL MERIDIAN OF CENTRAL ZONE OF IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 1439.45 FEET TO A MEANDER CORNER RIGHT BANK (OLD) SNAKE RIVER OF SECTIONS 28 AND 29, MARKED BY A 1/2 INCH REBAR (NO CAP) AS DESCRIBED IN RECORD OF SURVEY INST. NO. 2012583; THENCE SOUTH 00°25'10" WEST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 1549.01 FEET TO A CLOSING CORNER LEFT BANK (OLD) SNAKE RIVER SECTIONS 28 AND 29, MARKED BY A CHISELED "X" ON CLIFF FACE AS DESCRIBED IN RECORD OF SURVEY INST. NO. 2012583; THENCE SOUTH 78°58'35" WEST A DISTANCE OF 667.71 FEET TO A LARGE LAVA BOULDER WITH CHISELED "X" AS DESCRIBED IN CORNER PERPETUATION INST. NO. 267144, BEING THE **POINT OF BEGINNING**.

THENCE SOUTH 44°58'30" EAST A DISTANCE OF 530.00 FEET TO A FOUND 1/2 INCH REBAR (NO CAP) BEING THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 201364; THENCE CONTINUING SOUTH 44°58'30" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 611.00 FEET; THENCE SOUTH 18°53'32" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 166.00 FEET; THENCE SOUTH 37°19'32" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 223.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 316342; THENCE SOUTH 48°37'32" EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN DEED INST. NO. 316342, A DISTANCE OF 174.00 FEET TO AN ANGLE POINT ON THE SOUTH BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2072572 (PARCEL 2); THENCE SOUTH 56°14'32" EAST A DISTANCE OF 105.45 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2057283; THENCE SOUTH 56°14'32" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 127.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2072572, (PARCEL 8); THENCE CONTINUING SOUTH 56°14'32" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2072572 (PARCEL 11); THENCE SOUTH 59°07'09" EAST A DISTANCE OF 420.55 FEET; THENCE SOUTH 77°55'15" EAST A DISTANCE OF 47.26 FEET; THENCE NORTH 61°33'32"

EAST A DISTANCE OF 151.96 FEET; THENCE SOUTH 23°17'14" EAST A DISTANCE OF 102.43 FEET; THENCE SOUTH 71°11'49" WEST A DISTANCE OF 242.16 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 211304; THENCE NORTH 56°14'32" WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 132.42 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2072572, (PARCEL 12); THENCE SOUTH 22°33'27" WEST, ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 97.85 FEET TO THE APPROXIMATE HIGH WATER MARK OF THE NORTH BANK OF THE SNAKE RIVER; THENCE ALONG THE APPROXIMATE HIGH WATER MARK OF THE NORTH BANK OF THE SNAKE RIVER FOR THE NEXT TWENTY SIX (26) COURSES;

- (1) NORTH 40°38'24" WEST A DISTANCE OF 61.29 FEET;
- (2) NORTH 47°53'20" WEST A DISTANCE OF 94.30 FEET;
- (3) NORTH 48°19'24" WEST A DISTANCE OF 144.58 FEET;
- (4) NORTH 46°51'47" WEST A DISTANCE OF 130.20 FEET;
- (5) NORTH 56°08'30" WEST A DISTANCE OF 118.13 FEET;
- (6) NORTH 58°10'53" WEST A DISTANCE OF 147.09 FEET;
- (7) NORTH 61°47'44" WEST A DISTANCE OF 53.52 FEET;
- (8) NORTH 75°10'57" WEST A DISTANCE OF 34.57 FEET;
- (9) NORTH 85°53'55" WEST A DISTANCE OF 61.79 FEET;
- (10) NORTH 69°57'28" WEST A DISTANCE OF 159.12 FEET;
- (11) NORTH 63°02'50" WEST A DISTANCE OF 142.02 FEET;
- (12) NORTH 77°00'41" WEST A DISTANCE OF 77.61 FEET;
- (13) SOUTH 49°56'58" WEST A DISTANCE OF 111.92 FEET;
- (14) SOUTH 75°19'46" WEST A DISTANCE OF 70.20 FEET;
- (15) NORTH 35°52'47" WEST A DISTANCE OF 107.64 FEET;
- (16) NORTH 54°35'29" WEST A DISTANCE OF 88.81 FEET;
- (17) SOUTH 70°43'42" WEST A DISTANCE OF 81.75 FEET;
- (18) SOUTH 79°46'43" WEST A DISTANCE OF 105.71 FEET;
- (19) NORTH 85°01'57" WEST A DISTANCE OF 97.54 FEET;
- (20) NORTH 43°32'19" WEST A DISTANCE OF 41.09 FEET;
- (21) NORTH 24°57'26" WEST A DISTANCE OF 72.03 FEET;
- (22) NORTH 00°59'28" WEST A DISTANCE OF 96.37 FEET;
- (23) SOUTH 75°16'23" WEST A DISTANCE OF 132.14 FEET;
- (24) NORTH 79°51'22" WEST A DISTANCE OF 35.54 FEET;
- (25) NORTH 74°00'47" WEST A DISTANCE OF 68.09 FEET;
- (26) NORTH 70°41'14" WEST A DISTANCE OF 10.00 FEET;

THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 2081786 FOR THE NEXT FOUR (4) COURSES;

- (1) NORTH 16°56'58" EAST A DISTANCE OF 588.68 FEET;
- (2) NORTH 36°13'32" WEST A DISTANCE OF 20.01 FEET;
- (3) NORTH 48°58'32" WEST A DISTANCE OF 430.00 FEET;
- (4) NORTH 58°49'28" EAST A DISTANCE OF 380.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 23.22 ACRES MORE OR LESS.

Exhibit "E"

Legal Description of BLTC Property (Excess Land)

Insert

Exhibit “F”

Legal Description of Pristine Springs Complex

(See Attached)

PARCEL A:

TOWNSHIP 9 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

THAT PART OF:

SECTION 19: LOT 13, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;

SECTION 20: LOTS 3 AND 4;

SECTION 29: LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18;

SECTION 30: LOTS 8, 9, 13 AND 14;

ALL OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-SIXTEENTH CORNER BETWEEN
SECTIONS 29 AND 30;

THENCE RUNNING SOUTH 71°48' EAST FOR 4,082.0 FEET TO A LARGE
LAVA BOULDER MARKED BY A CHISELED CROSS, SAID LAVA
BOULDER BEING THE REAL POINT OF BEGINNING;

THENCE ALONG THE WESTERLY BOUNDARY OF A TRACT OF LAND
OWNED BY PERCY GREEN AND HAROLD S. MILLER KNOWN AS THE
BLUE LAKES TROUT FARM PROPERTY ON THE FOLLOWING
COURSES:

SOUTH 59°18' WEST FOR 380.0 FEET;

THENCE SOUTH 48°30' EAST FOR 430.0 FEET;

THENCE SOUTH 35°45' EAST FOR 320.0 FEET;

THENCE SOUTH 22°41' WEST FOR 190.0 FEET;

THENCE SOUTH 11°37' WEST FOR 131.0 FEET MORE OR LESS; TO
THE MEAN HIGH WATER MARK OF THE RIGHT BANK OF THE SNAKE
RIVER;

THENCE RUNNING ALONG THE HIGH WATER MARK OF THE SNAKE
RIVER IN THE NORTHWESTERLY DIRECTION FOR 7,900.0 FEET, MORE
OR LESS;

THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID HIGH
WATER LINE FOR 2,000.0 FEET, MORE OR LESS TO THE NORTHERLY
BOUNDARY OF LOT 13 OF SECTION 19;

THENCE EASTERLY ALONG SAID NORTHERLY BOUNDARY TO THE

NORTHEAST CORNER OF SAID LOT 13;
THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF THE
NE¼SE¼ TO THE INTERSECTION OF SAID WESTERLY BOUNDARY
AND THE TOP EDGE OF THE RIMROCK;
THENCE IN A SOUTHEASTERLY DIRECTION FOR 7,900.0 FEET, MORE
OR LESS, TO THE EASTERLY BOUNDARY OF LOTS 14 AND 18 OF
SECTION 29 EXTENDED;
THENCE SOUTHERLY ALONG SAID EASTERLY BOUNDARY TO THE
NORTHERLY BOUNDARY OF THE ABOVE DESCRIBED BLUE LAKES
TROUT FARM PROPERTY;
THENCE NORTH 44°30' WEST FOR 45.0 FEET, MORE OR LESS, TO THE
REAL POINT OF BEGINNING.

EXCEPTING THEREFROM THE SUNNYBROOK SUBDIVISION NO. 1 IN A
PART OF LOT 4 OF SECTION 20 AND IN A PART OF LOTS 9 AND 10 OF
SECTION 29.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL
OF LAND:

LOTS 8, 9, 10, 11, 12, 14, 15, 18 AND 19 OF SECTION 29, TOWNSHIP 9
SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-SIXTEENTH CORNER BETWEEN
SECTIONS 29 AND 30;

THENCE RUNNING SOUTH 71°48' EAST FOR 4,082.0 FEET TO A LARGE
LAVA BOULDER MARKED BY A CHISELED CROSS, SAID LAVA
BOULDER BEING THE REAL POINT OF BEGINNING;

THENCE ALONG THE WESTERLY BOUNDARY OF A TRACT OF LAND
OWNED BY PERCY GREEN AND HAROLD S. MILLER KNOWN AS THE
BLUE LAKES TROUT FARM PROPERTY ON THE FOLLOWING
COURSES:

SOUTH 59°18' WEST FOR 380.0 FEET;

THENCE SOUTH 48°30' EAST FOR 430.0 FEET;

THENCE SOUTH 35°45' EAST FOR 320.0 FEET;

THENCE SOUTH 22°41' WEST FOR 190.0 FEET;

THENCE SOUTH 11°37' WEST FOR 131.0 FEET, MORE OR LESS, TO
THE MEAN HIGH WATER MARK OF THE RIGHT BANK OF THE SNAKE
RIVER;

THENCE RUNNING ALONG THE HIGH WATER MARK OF THE SNAKE
RIVER IN A NORTHWESTERLY DIRECTION FOR 1,690 FEET, MORE OR
LESS, TO THE WEST LINE OF LOT 18 OF SAID SECTION 29;

THENCE NORTH ALONG THE WEST LINE OF LOTS 18 AND 14 OF SAID
SECTION 29 FOR 1,480.0 FEET;

THENCE NORTH 54°00' WEST FOR 710.0 FEET, MORE OR LESS, TO
THE CENTERLINE OF A FORK IN AN EXISTING ROAD;

THENCE NORTHWESTERLY ALONG THE CENTERLINE OF THE NORTH
FORK OF SAID ROAD FOR 695 FEET;

THENCE SOUTH 85°00' WEST FOR 375.0 FEET;

THENCE NORTH 58°00' WEST FOR 440 FEET;

THENCE NORTH 85°00' WEST FOR 154.0 FEET, MORE OR LESS, TO THE CENTERLINE OF A FORK IN AN EXISTING ROAD;
THENCE NORTHWESTERLY ALONG THE CENTERLINE OF THE WEST FORK OF SAID ROAD FOR 1,786.0 FEET, MORE OR LESS, TO THE WEST LINE OF LOT 10 OF SAID SECTION 29;
THENCE NORTH ALONG SAID WEST LINE FOR 175.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SECTION 29, BEING A UNITED STATES GEODETIC SURVEY BRASS CAP;
THENCE EAST ALONG THE NORTH LINE OF LOT 10 OF SAID SECTION 29 FOR 210.67 FEET TO THE NORTHWESTERLY BOUNDARY OF SUNNYBROOK SUBDIVISION NO. 1;
THENCE SOUTH 32°57' WEST ALONG SAID NORTHWESTERLY BOUNDARY FOR 44.10 FEET TO THE WESTERN MOST POINT OF SAID SUBDIVISION;
THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY OF SAID SUBDIVISION FOR THE FOLLOWING 18 COURSES AND DISTANCES:

SOUTH 51°20.4' EAST, 100.50 FEET;
SOUTH 71°52.6' EAST, 175.86 FEET;
SOUTH 54°34' EAST, 96.54 FEET;
SOUTH 24°53' EAST, 101.97 FEET;
SOUTH 51°21.6' EAST, 116.07 FEET;
SOUTH 47°33' EAST, 104.00 FEET;
SOUTH 38°33.4' EAST, 102.21 FEET;
SOUTH 65°54.3' EAST, 98.96 FEET;
SOUTH 37°13.5' EAST, 50.03 FEET;
SOUTH 65°43.9' EAST, 83.51 FEET;
NORTH 72°42' EAST, 100.00 FEET;
SOUTH 47°33' EAST, 10.00 FEET;
SOUTH 26°42' WEST, 85.00 FEET;
SOUTH 32°51.4' EAST, 118.04 FEET;
SOUTH 50°09.5' EAST 99.46 FEET;
SOUTH 64°51.7' EAST, 102.43 FEET;
SOUTH 49°00.4' EAST, 99.50 FEET;
NORTH 39°00' EAST, 40.0 FEET, MORE OR LESS, TO THE CENTERLINE OF AN EXISTING ROAD;
THENCE EASTERLY ALONG THE CENTERLINE OF SAID ROAD FOR 560.0 FEET;
THENCE NORTH 54°37' EAST FOR 400.00 FEET;
THENCE SOUTH 44°00' EAST, 3,385.00 FEET, MORE OR LESS, TO THE REAL POINT OF BEGINNING.

AND EXCEPTING THEREFROM A TRACT OF LAND LOCATED IN LOT 13 OF SECTION 19, TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 13 OF SAID SECTION 19;
THENCE NORTH ALONG THE EAST LINE OF SAID LOT 13 FOR 310.0 FEET;

THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID LOT 13 FOR 69.0 FEET TO THE REAL POINT OF BEGINNING;
THENCE CONTINUING WEST AND PARALLEL TO THE SOUTH LINE OF SAID LOT 13 FOR 865.5 FEET, MORE OR LESS, TO THE MEAN HIGH WATER MARK OF THE RIGHT BANK OF THE SNAKE RIVER;
THENCE RUNNING ALONG THE HIGH WATER MARK OF THE SNAKE RIVER IN THE NORTHEASTERLY DIRECTION FOR 1,950.6 FEET, MORE OR LESS, TO THE NORTH LINE OF LOT 13 OF SAID SECTION 19;
THENCE EAST ALONG THE NORTH LINE OF SAID LOT 13 FOR 335.8 FEET, MORE OR LESS, TO A POINT 69.0 FEET WEST OF THE EAST LINE OF SAID LOT 13;
THENCE SOUTH 69.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 13, 1,010.0 FEET, MORE OR LESS, TO THE REAL POINT OF BEGINNING.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 16 OF SECTION 29, WHICH IS MARKED BY A G.L.O. BRASS CAP;
THENCE SOUTH 71°48' EAST FOR A DISTANCE OF 4,082.0 FEET (RECORDED) (4,078.76 FEET MEASURED) TO A CHISELED CROSS IN A LARGE LAVA BOULDER;
THENCE ALONG THE WESTERLY BOUNDARY OF THE BLUE LAKES TROUT FARM ON THE FOLLOWING COURSES:

SOUTH 59°18' WEST, 380.0 FEET;
SOUTH 48°30' EAST, 430.0 FEET;
SOUTH 35°45' EAST, 20.0 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 35°45' EAST FOR A DISTANCE OF 300.0 FEET;
THENCE SOUTH 22°41' WEST FOR A DISTANCE OF 190.0 FEET;
THENCE SOUTH 11°37' WEST FOR DISTANCE OF 131.0 FEET TO THE MEAN HIGH WATER OF THE SNAKE RIVER;
THENCE LEAVING THE WESTERLY BOUNDARY OF THE BLUE LAKES TROUT FARM AND ALONG THE MEAN HIGH WATER OF THE SNAKE RIVER ON THE FOLLOWING COURSES:

SOUTH 51°31'23" WEST, 18.13 FEET;
SOUTH 75°44'55" WEST, 132.14 FEET;
NORTH 79°22'50" WEST, 35.54 FEET;
NORTH 73°32'15" WEST, 68.09 FEET;
NORTH 70°12'42" WEST, 10.00 FEET;
THENCE LEAVING THE MEAN HIGH WATER OF THE SNAKE RIVER, NORTH 17°25'30" EAST FOR A DISTANCE OF 588.69 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

SECTION 29: A TRACT OF LAND LOCATED IN LOTS 8, 9, 10, 11, 12, 14,
15, 18 AND 19, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-SIXTEENTH CORNER BETWEEN
SECTIONS 29 AND 30;

THENCE RUNNING SOUTH 71°48' EAST FOR 4,082.0 FEET TO A LARGE
LAVA BOULDER MARKED BY A CHISELED CROSS, SAID LAVA
BOULDER BEING THE REAL POINT OF BEGINNING;

THENCE ALONG THE WESTERLY BOUNDARY OF A TRACT OF LAND
OWNED BY PERCY GREEN AND HAROLD S. MILLER KNOWN AS THE
BLUE LAKES TROUT FARM PROPERTY ON THE FOLLOWING
COURSES:

SOUTH 59°18' WEST FOR 380.0 FEET;

THENCE SOUTH 48°30' EAST FOR 430.0 FEET;

THENCE SOUTH 35°45' EAST FOR 320.0 FEET;

THENCE SOUTH 22°41' WEST FOR 190.0 FEET;

THENCE SOUTH 11°37' WEST FOR 131.0 FEET, MORE OR LESS, TO
THE MEAN HIGH WATER MARK OF THE RIGHT BANK OF THE SNAKE
RIVER;

THENCE RUNNING ALONG THE HIGH WATER MARK OF THE SNAKE
RIVER IN THE NORTHWESTERLY DIRECTION FOR 1690 FEET, MORE
OR LESS, TO THE WEST LINE OF LOT 18 OF SAID SECTION 29;

THENCE NORTH ALONG THE WEST LINE OF LOTS 18 AND 14 OF SAID
SECTION 29 FOR 1,480.0 FEET;

THENCE NORTH 54°00' WEST FOR 710.0 FEET, MORE OR LESS, TO
THE CENTERLINE OF A FORK IN AN EXISTING ROAD;

THENCE NORTHWESTERLY ALONG THE CENTERLINE OF THE NORTH
FORK OF SAID ROAD FOR 695 FEET;

THENCE SOUTH 85°00' WEST FOR 375.0 FEET;

THENCE NORTH 58°00' WEST FOR 440 FEET;

THENCE NORTH 85°00' WEST FOR 154.0 FEET, MORE OR LESS, TO
THE CENTERLINE OF A FORK IN AN EXISTING ROAD;

THENCE NORTHWESTERLY ALONG THE CENTERLINE OF THE WEST
FORK OF SAID ROAD FOR 1,786.0 FEET, MORE OR LESS, TO THE
WEST LINE OF LOT 10 OF SAID SECTION 29;

THENCE NORTH ALONG SAID WEST LINE FOR 175.00 FEET, MORE OR
LESS, TO THE NORTHWEST CORNER OF SAID SECTION 29, BEING A
UNITED STATES GEODETIC SURVEY BRASS CAP;

THENCE EAST ALONG THE NORTH LINE OF LOT 10 OF SAID SECTION
29 FOR 210.67 FEET TO THE NORTHWESTERLY BOUNDARY OF
SUNNYBROOK SUBDIVISION NO. 1;

THENCE SOUTH 32°57' WEST ALONG SAID NORTHWESTERLY
BOUNDARY FOR 44.10 FEET TO THE WESTERN MOST POINT OF SAID
SUBDIVISION;

THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY
BOUNDARY OF SAID SUBDIVISION FOR THE FOLLOWING 18
COURSES AND DISTANCES:

SOUTH 51°20.4' EAST, 100.50 FEET;

SOUTH 71°52.6' EAST, 175.86 FEET;

LOTS 13, 8, AND 9 OF SECTION 30, LOT 13 AND THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 19, ALL IN TOWNSHIP 9 SOUTH RANGE 17, EAST OF THE BOISE MERIDIAN, SAID EASEMENT BEING 20 FEET ON THE SOUTH SIDE AND 30 FEET ON THE NORTH SIDE OF THE EXISTING CENTERLINE.

TOGETHER WITH A 50 FOOT WIDE DITCH AND ACCESS ROAD EASEMENT THROUGH LOT 10 OF SECTION 29, LOT 8 OF SECTION 30, THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ AND LOT 13 OF SECTION 19, ALL IN TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN, SAID EASEMENT BEING 20 FEET ON THE SOUTH SIDE AND 30 FEET ON THE NORTH SIDE OF THE EXISTING CENTERLINE.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS ALL EXISTING ROADWAYS LEADING TO AND FROM THE ABOVE TRACTS OF LAND.

THE ABOVE DESCRIBED TRACTS OF LAND ARE BASED ON THE DEPENDENT RESURVEY OF SECTIONS 19, 20, 28, 29, 30 AND 33 OF TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN, AS APPROVED APRIL 17, 1918 BY THE SURVEYOR GENERAL AND A SUPPLEMENTAL PLAT OF SECTIONS 28, 29 AND 30 APPROVED AUGUST 16, 1923; ALSO BASED ON A SURVEY PLAT OF SUNNYBROOK SUBDIVISION NO. 1 AS FILED WITH THE OFFICE OF CLERK AND RECORDER, JEROME COUNTY, IDAHO

PARCEL C:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 IN BLOCK 2, AND LOTS 1, 2, 3, 4, 5, IN BLOCK 3 OF SUNNYBROOK SUBDIVISION NO. 1, JEROME COUNTY AS SHOWN OF RECORD BY PLAT FILED SEPTEMBER 14, 1965 UNDER INSTRUMENT NUMBER 165247, JEROME COUNTY RECORDS.