

**CONTRACT OF SALE**

**Between**

**CAPITAL CITY DEVELOPMENT CORPORATION,**

**as Seller**

**and**

**[TO BE INSERTED],**

**as Buyer**

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## CONTRACT OF SALE

This Purchase and Sale Agreement (this "**Agreement**") is made effective as of the last execution date set forth below (the "**Effective Date**") by and between CAPITAL CITY DEVELOPMENT CORPORATION ("**Seller**") and \_\_\_\_\_, whose address is \_\_\_\_\_, and/or assigns ("**Buyer**"), collectively the "**Parties**".

1. **Purchase.** Seller shall sell and Buyer shall purchase all of Seller's rights, title, and interests in that certain real property consisting of:

Condominium Unit 4 as shown on the Condominium plat of Block Twenty Two Condominiums, according to the official plat thereof, filed in Book 75 of Plats at pages 7829 through 7841, as Instrument No. 98015003, and as defined and described in that condominium declaration for Block Twenty Two Condominiums recorded February 20, 1998, as Instrument No. 98015004, official records of Ada County, Idaho, at 245 S. Capitol Boulevard, Boise, ID 83702, in the City of Boise, County of Ada, State of Idaho, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Garage**"), together with Seller's interest in all buildings, structures, fences, or improvements located on the Garage, if any, including all fixtures, systems or equipment located in the Garage (collectively, the "**Improvements**") (collectively, the Garage and the Improvements are referred to herein as the "**Subject Property**"), all in accordance with the terms and conditions hereinafter set forth.

2. **License for Entry.** Seller grants to Buyer a license to enter upon the Subject Property for all purposes reasonably related to a full and adequate determination of the suitability of the Subject Property for Buyer's intended purposes, including, without limitation, the right to conduct surveys, soils tests, engineering studies, and environmental tests and audits. Buyer shall indemnify, defend, and hold harmless Seller from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever (collectively, "**Claims**"), resulting from Buyer's exercise of the license granted herein, unless and to the extent caused by the willful or negligent act or omission of Seller, its agents, contractors, invitees, lessees or employees.

3. **Purchase Price and Method of Payment.** The total purchase price for the Subject Property shall be established as set forth herein ("**Purchase Price**"). The Purchase Price for the Subject Property shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00). At Closing, Buyer shall pay the entire Purchase Price in cash, or other immediately available funds, subject to any adjustments for credits, pro-rations and Buyer's share of costs.

(a) Within three (3) business days of execution and delivery of this Contract by both parties (the "**Execution Date**"), Buyer shall deliver the sum of Twenty Thousand Dollars

(\$20,000.00) by means of wire transfer or a cashier's check, the ("**Earnest Money Deposit**") to Title Company at the address referenced in Section 5(e) of this Contract.

(b) All of the Earnest Money Deposit, with accrued interest, shall be credited to and considered as payment towards the Purchase Price due at the time and upon consummation of the Closing of this transaction.

(c) In the event Buyer defaults under this Contract following its satisfaction and/or waiver of its conditions and expiration of the Due Diligence Period as provided below, the Earnest Money Deposit and all accrued interest may be retained by Seller as liquidated damages for Buyer's default, but this shall not relieve Buyer of its obligations for Claims under Section 2 of this Contract. Provided, Seller may, at its option, elect to proceed against Buyer for actual damages. The Earnest Money Deposit, including all interest accrued thereon, shall be returned or be non-refundable as provided in Section 5 of this Contract.

4. **Delivery of Documents.** Within five (5) business days of the Execution Date, Seller shall deliver to Buyer a copy of all documents and items listed on **Exhibit "B"** attached hereto, if any, within Seller's possession or control. If Buyer terminates this Contract for any reason whatsoever, Buyer shall deliver to Seller any ALTA Survey, soils report, environmental report or environmental survey that Buyer secures related to the Subject Property, if any, and return to Seller all items mentioned above that Seller has delivered to Buyer.

5. **Conditions Subsequent; Due Diligence Period.** At any time prior to the expiration of the Due Diligence Period, Buyer may, in its sole discretion, terminate this Contract by giving written notice (the "**Termination Notice**") thereof to Seller (which shall be effective upon Seller's receipt) in which case (i) the Earnest Money Deposit, including all interest accrued thereon, shall be returned to Buyer within five (5) days of the effective date of such termination and (ii) this Contract shall be deemed null and void and neither party shall have any obligation to the other except for liabilities which arose prior to the effective date of such termination and for any Claims provided in Section 2 of this Contract. If Seller does not receive a Termination Notice on or before the expiration of the Due Diligence Period, Buyer shall be deemed to have elected to proceed with the transaction set forth herein and the Earnest Money Deposit shall be non-refundable to Buyer and all conditions shall be deemed waived or satisfied, except for Seller's failure to comply with its warranties as set forth in Sections 5(m) and 11 of this Contract. For purposes of this Contract, the "**Due Diligence Period**" shall be thirty (30) days and shall expire at 5:00 p.m. (Mountain Time) on the day, which is thirty (30) days after the Due Diligence Commencement Date. Buyer shall have an option for one (1) thirty (30) day extension of the Due Diligence Period upon written notice to Buyer before termination of the initial Due Diligence Period. The "**Due Diligence Commencement Date**" shall be the date both Buyer and Seller have signed and executed this Contract, last date signed. Notwithstanding anything herein to the contrary, except as otherwise expressly agreed to in writing by Buyer, the Earnest Money Deposit shall be fully refundable to Buyer until the expiration of the Due Diligence Period.

Environmental Phase I and Phase II reports, ALTA surveys, and geotechnical studies commissioned for the Subject Property by Buyer during the Due Diligence Period shall be ordered to be certified to Seller and Buyer. Buyer shall provide Seller with copies of such reports, if any, upon receipt by Buyer.

6. **Title Commitment and Insurance.** Within ten (10) days after the Execution Date, Seller, at its expense, shall cause to be delivered to Buyer a current commitment for title insurance covering the Subject Property issued by \_\_\_\_\_ (“**Title Company**”), for a standard coverage ALTA Owner’s Policy of Title Insurance in the amount of the Purchase Price (“**Commitment**”), together with a copy of each document listed (i) as an encumbrance upon the title to the Subject Property or (ii) as an exception to coverage in the Commitment. Buyer shall examine the Commitment and shall make any objections thereto in writing to Seller (“**Notice of Objection**”) no later than ten (10) days after Buyer receives the Commitment. In the event there exists any such encumbrance or exception in the Commitment or the ALTA Survey to which Buyer objects, Seller shall have ten (10) days after its receipt of the Notice of Objection to elect (in Seller’s sole discretion) to cure and remove or insure over the objectionable encumbrance or exception. Seller shall cure any objection to a financial encumbrance or exception at Closing, it being agreed that such financial encumbrances or exceptions shall be satisfied at Closing from the proceeds of the Purchase Price. In the event Seller elects not to cure and remove or to insure over the objectionable non-financial encumbrance or exception within said ten (10) day period or in the event Seller does elect to cure and remove the objectionable encumbrance or exception but is unable to cure and remove said objectionable encumbrance or exception or, alternatively, to obtain a commitment from the Title Company ten (10) days prior to the expiration of the Due Diligence Period or any extensions thereof, that the Title Company will insure over the same, then (y) this Contract, at the option of Buyer and upon written notice from Buyer to Seller, may be terminated and the Earnest Money Deposit, including all interest accrued thereon, shall be returned to Buyer within five (5) days of the date of such termination or (z) Buyer may elect to proceed with this transaction and purchase the Subject Property, subject to the encumbrances or exceptions that Seller has not committed to remove or insure over. In the event Seller elects to cure and remove the objectionable encumbrance(s) or exception(s), Seller agrees to use its best efforts to remove any objectionable encumbrance or exception. It is understood and agreed that if this Contract is terminated by Buyer because of Seller’s failure to cure or remove any objectionable title exception as provided in this Section 5, Seller shall be responsible for all fees charged by Title Company for cancellation of the Commitment.

The Title Company shall be prepared to issue, upon Closing, a standard coverage ALTA Owner’s Policy of Title Insurance (“**Title Policy**”), in the amount of the Purchase Price, insuring that fee simple title to the Subject Property is vested in Buyer, is good and marketable, and is free and clear of all liens encumbrances, easements, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except the lien of taxes not yet due and payable, those exceptions approved in writing by or caused by Buyer, exceptions disclosed in the Commitment (subject to the provisions of this Section), and those exceptions

caused or created by Buyer (collectively the “**Permitted Exceptions**”) and the documents approved and executed by the parties at Closing.

**7. Closing and Closing Costs.**

(a) The transaction contemplated by this Contract shall be consummated through an escrow with the Title Company on or prior to the date (the “**Closing Date**”) that is no later than thirty (30) days after the expiration of the Due Diligence Period. The term “**Closing**” shall mean the consummation of the sale and conveyance of the Subject Property to Buyer, as evidenced by the recordation of the Deed.

(b) Prior to Closing, Seller shall deposit with the Title Company a duly executed and acknowledged Grant Deed (“**Deed**”) in a form substantially similar to that included as Exhibit “C” attached hereto conveying to Buyer the Subject Property and all of Seller’s right, title and interest in and to all streets, easements, alleys and right-of-ways adjacent thereto, subject only to liens for taxes not yet due and payable and the Permitted Exceptions, together with instructions to deliver and record the Deed when Title Company is in a position to pay to Seller the Purchase Price for the Subject Property. After all of the conditions of Closing have been met or waived and Buyer has been so advised, Buyer shall, on the Closing Date, deposit the Purchase Price, reduced by the Earnest Money Deposit, by means of wire transfer or certified or cashier’s check with the Title Company, with instructions to disburse the Purchase Price to Seller upon recordation of the Deed and issuance of the Title Policy.

(c) Real estate taxes and assessments, irrigation water assessments and utilities shall be pro-rated as of the Closing Date.

(d) Seller shall pay for the Commitment in accordance with the terms of Section 5(e) of this Contract and the Title Policy required by Section 5(f) of this Contract, and Buyer shall pay for any additional endorsements, not otherwise required to be paid for by Seller under the terms of this Contract, which Buyer requires or which are required to conform to or insure the ALTA survey, if Buyer requests same.

**8. Section 1445 Affidavit.** At or prior to the Closing Date, Seller shall deliver to Buyer an affidavit in compliance with Section 1445 of the Internal Revenue Code providing Seller’s United States taxpayer identification number and business address and stating whether or not Seller is a “foreign person” as defined in the Internal Revenue Code and regulations applicable thereto (“**Code**”). If Seller fails to deliver such affidavit or is a “foreign person” as defined in the Code, Buyer shall be entitled to withhold from the Purchase Price, and to pay to the Internal Revenue Service, such amounts as are required to be withheld by the Code, and Seller agrees to cooperate with Buyer and to furnish Buyer with such tax forms and information as are reasonably required to insure Buyer’s compliance with the Code.

**9. Other Costs.** Buyer shall pay recording fees and all costs in connection with the physical inspection, accounting audit and other investigations made in connection with Buyer’s

due diligence review. The Buyer and Seller shall pay for their respective attorney fees. Any escrow fees shall be paid equally by Buyer and Seller, except as otherwise provided herein. Buyer shall pay any cost imposed or requested by Buyer's lender, if any.

10. **Brokerage.** The parties agree there are no brokerage or realtor fees.

11. **Seller's Representations and Warranties.**

(a) Seller represents and warrants that Seller is duly organized and validly existing under the laws of the state of Idaho, that Seller has all power, authority and legal right to execute, deliver and perform the terms of this Contract, and that this Contract shall constitute valid and legally binding obligations of Seller enforceable in accordance with its terms. Seller possesses the ability to convey marketable title to the Subject Property. Seller can and will deliver at Closing the Deed and all other necessary resolutions, agreements or other documents necessary to evidence and confirm these representations and warranties at Closing.

(b) Seller further represents and warrants all of the following:

(i) Seller has no knowledge of any "Hazardous Materials" (as hereinafter defined), having ever been used, produced, released, stored, transported, disposed of, generated, deposited or otherwise existing in, over, under or upon the Subject Property by any person or entity whatsoever. The term "**Hazardous Materials**" shall collectively refer to underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any "Environmental Laws." The term "**Environmental Laws**" shall collectively refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, The Federal Toxic Substances Control Act, the Clean Water Act, the Resource Conservation and Recovery Act as amended, the Federal Water Pollution Control Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, or any other similar federal, state or local law, rule or regulation respecting Hazardous Materials together with all rules and regulations promulgated thereunder and all amendments thereto.

(ii) Seller, and to Seller's knowledge all other persons or entities who have occupied or are occupying the Subject Property, or any portion thereof, have, at all times, fully complied with all Environmental Laws and all other laws, rules and regulations (collectively, "**Laws**") as well as all permits, licenses, certificates and approvals relating to the development and use of the Subject Property (collectively, "**Permits**"). To Seller's actual knowledge, (A) no notice of violation of



any Environmental Law or any other Law (and no complaint, order, directive, claim, citation or notice relating to any Environmental Law or other Law) has been issued with respect to the Subject Property, and (B) no notice of noncompliance with any Permit relating to the development or use of the Subject Property has been issued.

(c) Seller provides no other warranties of any kind with respect to the Subject Property. Buyer takes the Subject Property in as-is condition.

**12. Buyer's Representations and Warranties.**

(a) Buyer represents and warrants that Buyer is duly organized and validly existing under the laws of the state of Idaho, that Buyer has all power, authority and legal right to execute, deliver and perform the terms of this Contract, and that this Contract shall constitute valid and legally binding obligations of Buyer enforceable in accordance with its terms.

(b) The representations and warranties set forth in this Section 12 shall be deemed to be true and correct as of the Closing Date.

**13. Condemnation.** Should any entity having the power of condemnation bring an action or otherwise indicate an intent prior to the Closing Date to acquire all or any portion of, or any interest in, the Subject Property, Buyer, at Buyer's sole option, may elect either (i) terminate Buyer's obligation to purchase the Subject Property by giving written notice to Seller at any time prior to the Closing Date, in such event, the Earnest Money Deposit, including all interest accrued thereon, shall be returned to Buyer within five (5) days of the date of such termination, or (ii) to complete the purchase of the Subject Property with Seller immediately appointing Buyer its attorney-in-fact to negotiate with said condemning entity as to its interest in the Subject Property and assigning to Buyer all amounts to be awarded for the Subject Property. Seller agrees to provide Buyer, within ten (10) days after Seller's receipt of same but in no event later than the Closing Date, written notice of any actual or threatened condemnation proceeding.

**14. Operation of the Subject Property.** Seller shall, between the Execution Date and the Closing Date, at Seller's sole cost and expense, maintain the Subject Property in good order, condition and repair, reasonable wear and tear excepted. Notwithstanding the foregoing, Buyer shall have the right to approve (a) any proposed new leases, licenses, or other agreements that convey or grant any right to occupy all or any portion of the Subject Property, and (b) any extension, modification, or termination of any leases, licenses, or other agreements that convey or grant any right to occupy all or any portion of the Subject Property, including but not limited to the Farmstead Lease, which consent may be withheld in Buyer's sole discretion. Buyer hereby acknowledges that the Farmstead Lease automatically renews each year unless it is terminated in writing by either party to the lease with sixty (60) days' notice.

15. **Successors.** This Contract shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

16. **Attorneys' Fees.** In the event either party initiates or defends any legal action or proceeding in any way connected with this Contract, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

17. **Default.**

(a) Neither party shall be deemed to be in default of this Contract except upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from the other party specifying the particulars in which such party has failed to perform its obligations under this Contract unless such party, prior to expiration of said thirty (30) day period (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default.

(b) In the event of Seller's default or breach, Buyer may either (i) terminate this Contract upon written notice to Seller, obtain a refund of all amounts paid hereunder, including the Earnest Money Deposit, and all accrued interest, or (ii) institute an action for specific performance of this Contract against Seller.

18. **Notices.**

(a) All notices given pursuant to this Contract shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, or by electronic mail ("**Email**") (provided, however, that the same notice will also be promptly sent by at least one other means allowed by this Contract) addressed to the appropriate party at the address set forth below:

Seller: Capital City Development Corporation  
Attn: Laura Williams  
121 N. 9<sup>th</sup> Street, Suite 501  
Boise, Idaho 83702

With a copy to: Elam & Burke, P. A.  
251 E. Front Street, Suite 300  
Boise, ID 83702  
Attn: Matthew Parks  
Telephone: (208) 343-5454

Buyer: [Insert]  
[Insert Address]  
Attn:  
Telephone:  
Email:

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Contract shall be deemed given upon receipt.

(b) For the purpose of this Contract, the term “**receipt**” shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party. In the case of notice sent via facsimile, assuming the same notice was also promptly sent by at least one other means allowed pursuant to this Contract, “**receipt**” shall mean the day that the notice was sent if the sending was within business hours, or the first business day next following the sending if such sending was not during business hours.

19. **Assignment.** Buyer shall have the right to assign this Contract without Seller’s prior written consent to an entity owned by Buyer or controlled by Buyer, provided such assignee agree in writing to assume all of Buyer’s obligations under this Contract. Notice of such assignment prior to Closing shall be delivered by Buyer to Seller and Seller shall thereafter convey title pursuant to the Deed to Buyer’s assignee identified in the notice.

20. **Captions and Headings.** The captions and headings in this Contract are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

21. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Contract shall be construed as a whole and not strictly for or against any party.

22. **Construction.** In construing the provisions of this Contract and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

23. **Joint and Several Obligations.** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

24. **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto. Facsimiles or copies of original executed documents shall be deemed an original.

25. **Time Period Computation.** All time periods in this Contract shall be deemed to refer to calendar days unless the time period specifically references business days; provided that if the last date on which to perform any act or give any notice under this Contract shall fall on a Saturday, Sunday or local, state or national holiday, such act or notice shall be deemed timely if performed or given on the next succeeding business day.

26. **Binding Contract.** This Contract shall not be binding or enforceable until both parties have fully executed this Contract and have delivered to each other a counterpart of this Contract fully executed by the delivering party.

27. **Survival.** All of the representations and warranties set forth in this Contract shall constitute continuing representations and warranties, shall be deemed to be true and correct as of the Closing Date, and shall (along with all indemnification, defense and hold harmless obligations related thereto) survive the Closing.

28. **No Third Party Beneficiary Rights.** This Contract is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

29. **Governing Law.** This Contract shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of Idaho, without regard to any choice of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Contract of Sale as of the date last written below.

**SELLER:**

CAPITAL CITY DEVELOPMENT CORPORATION

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**BUYER:**

[insert]

By: \_\_\_\_\_

Name: [INSERT]

Title: [INSERT]

Date: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description of Subject Property**

**EXHIBIT "B"**

**List of Documents/Items Seller is to  
Provide to Buyer**

1. Existing ALTA Surveys.
2. Any Phase I or Phase II environmental reports in Seller's possession.
3. Real estate tax assessments and irrigation district liens or other government or quasi-government impositions for the last two (2) years.
4. The existing Lease Agreement with \_\_\_\_\_
5. The Disposition and Development Agreement and all amendments thereto
6. The Condominium Plat
7. The Condominium Declaration

**EXHIBIT "C"**

Recording Requested By and  
When Recorded Return to:

[insert]

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SPACE ABOVE THIS LINE FOR RECORDER'S USE  
ONLY

**GRANT DEED**

FOR VALUE RECEIVED, THE CAPITAL CITY DEVELOPMENT CORPORATION., a public body corporate and politic Idaho non-profit corporation, hereinafter called the Grantor, hereby bargains, sells and conveys unto \_\_\_\_\_, and/or assigns, hereinafter called the Grantee, whose address is \_\_\_\_\_, as of this \_\_\_\_ day of \_\_\_\_\_, 2018.

**WITNESSETH:**

For valuable consideration the Grantor does hereby grant, bargain, sell and convey unto the Grantee that certain real property located in the County of Ada, State of Idaho, which is more particularly described on EXHIBIT "A" attached hereto and incorporated herein by reference ("**Premises**"):

TOGETHER WITH all and singular the buildings, structures, improvements, tenements, hereditaments, easements, appurtenances and water and ditch rights thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof

**SUBJECT TO:**

Taxes and assessments for the year 2017 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the Premises would show.

TO HAVE AND TO HOLD said Premises unto the Grantee and its successors and assigns forever.



IN WITNESS WHEREOF, this Grant Deed has been duly executed by the Grantor as of the day and year herein first above written.

CAPITAL CITY DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
John Brunelle, Executive Director

STATE OF IDAHO     )  
                                  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public in and for said county and state, personally appeared John Brunelle, known or identified to me to be the Executive Director of THE URBAN RENEWAL AGENCY OF THE CITY OF BOISE, IDAHO, ALSO KNOWN AS THE CAPITAL CITY DEVELOPMENT CORPORATION, the public body, corporate and politic, that executed the within instrument on behalf of said Agency, and acknowledged to me that such Agency executed the same for the purposes herein contained.

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  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A TO DEED**

**Legal Description of Real Property**