



TitleOne Corporation

TitleOne
a title & escrow co.

SCHEDULE A

1. Effective Date: March 14, 2018 at 07:30 AM

2. Policy or Policies to be issued:

Preliminary Research Report

Report Amount: \$500.00

For the Benefit of:

Capital City Development Corporation
c/o Laura Williams

3. The estate or interest in the land described or referred to in this Report and covered herein is:

Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic

5. The land referred to in this Report is described as follows:

See Attached Schedule C

DISCLAIMER

The information provided in this report is for informational purposes only. This report contains information about real property and interests in real property. This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder and the company is not responsible beyond the amount paid for any errors and omissions contained herein. This report in no way creates any obligation by TitleOne Corporation or its underwriters to insure any party now or in the future. Any insurance will be separate from this report and subject to usual and customary underwriting standards.

SCHEDULE B-I
Requirements

The following are to be complied with:

1. TitleOne Corporation reserves the right to add additional requirements and/or exceptions upon receipt of the details of the forthcoming transaction.

2. NOTE: The only deed(s) affecting said land, which recorded within 24 months of the date of this report, or the last recorded vesting deed, is (are) as follows:

Document: Deed

Grantor: Block 22 LLC, an Idaho limited liability company

Grantee: Urban Renewal Agency of Boise City aka Capital City Development Corporation

Recorded: March 26, 1998

Instrument No.: 98027389, records of Ada County, Idaho.

3. NOTE: According to the available records, the purported address of said land is:

245 S Capitol Boulevard
Boise, Idaho 83702

4. NOTE: Additional Underlying Documents.

[To view the MAP\(s\) click here.](#)

[To view the VESTING DEED\(s\) click here.](#)

SCHEDULE B-II
Exceptions From Coverage

Note: This is a Preliminary Research Report and not a title insurance policy. If it were a policy, it would have the following Exceptions unless they are taken care of to our satisfaction. If the Company's requirements are satisfied, Exceptions 1 through 6 would be removed on Enhanced/Extended coverage policies.

Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2018 which are a lien not yet due and payable.

Taxes for the year 2017 are paid in full.

Parcel Number: R0998100500

Original Amount: Exempt

[NOTE: To view said Taxes click here.](#)

8. The land described herein is located within the boundaries of Boise City (208-384-3735) and is subject to any assessments levied thereby.
9. Liens, levies, and assessments of the Block Twenty Two Condominium Association, Inc.
10. Any easements of rights-of-way for public utilities, drainage or irrigation which may exist, over, under, across or upon that portion of subject property referenced herein as vacated alley, vacated by a Vacation of Public Right-of-Way.
Recorded: October 20, 1987
Instrument No.: 8758608, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

11. An easement for Boise City Canal over and along the Southwesterly 15 feet of said land as disclosed by a Record of Survey recorded March 01, 1990 as Instrument No. 9010586, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

File Number: 18308896

12. Terms and provisions contained in a Deed.

Grantor: Urban Renewal Agency of Boise City aka Capital City Development Corporation

Grantee: Block 22 LLC, an Idaho limited liability company

Recorded: January 9, 1996

Instrument No.: 96002280, records of Ada County, Idaho.

Terms and provisions contained in a Certificate of Completion of Construction of Improvements.

Executed By: Urban Renewal Agency of Boise City aka Capital City Development Corporation

Recorded: August 16, 1999

Instrument No.: 99081775, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

13. Terms and provisions contained in a Memorandum of Limited Guaranty Agreement by and between Urban Renewal Agency of Boise City aka Capital City Development Corporation and Block 22, LLC.

Recorded: February 22, 1996

Instrument No.: 96015067, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

14. Terms and provisions contained in an Air and Ground Rights Easement by and between Urban Renewal Agency of Boise City aka Capital City Development Corporation and Block 22 LLC, an Idaho limited liability company.

Recorded: December 6, 1996

Instrument No.: 96100243, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

15. Easements, reservations, restrictions, and dedications as shown on the official plat of Block Twenty Two Condominiums recorded February 20, 1998 as Instrument No. 98015003, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

16. Terms, Provisions, Covenants, Conditions, and Restrictions, and Easements provided by Condominium Declaration but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: February 20, 1998

Instrument No.: 98015004, records of Ada County, Idaho;

Amendments, Supplements, or Modifications of said Covenants, Conditions, and Restrictions.

Recorded: November 4, 1999

Instrument No.: 99107973, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

17. Covenants contained in a Deed.

Grantor: Block 22 LLC, an Idaho limited liability company

Grantee: Urban Renewal Agency of Boise City aka Capital City Development Corporation

Recorded: March 26, 1998

Instrument No.: 98027389, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

18. Terms and provisions contained in a Resolution No. 15252.

Recorded: February 19, 1999

Instrument No.: 99016391, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

File Number: 18308896

19. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Purpose: Public Utilities

Recorded: March 4, 1999

Instrument No.: 99021403, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

20. Terms and provisions contained in an Ordinance No. 6576.

Recorded: June 29, 2007

Instrument No.: 107093051, records of Ada County, Idaho.

2007 Amended and Restated Central District Urban Renewal Plan

Recorded: July 24, 2007

Instrument No.: 107104703, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

21. Terms and provisions contained in a Public Art Easement Agreement by and between Capital City Development Corporation and City of Boise City, an Idaho municipal corporation.

Recorded: May 20, 2014

Instrument No.: 114038307, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

22. Terms and provisions contained in a Public Art Easement and Maintenance Agreement by and between Block 22, LLC, d/b/a The Grove Hotel and City of Boise City, an Idaho municipal corporation.

Recorded: September 18, 2014

Instrument No.: 2014-076105, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

23. Terms and provisions contained in an Easement Agreement by and between Boise City Canal Company and City of Boise City, an Idaho municipal corporation.

Recorded: October 8, 2014

Instrument No.: 2014-082310, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

24. Terms and provisions contained in an Easement Agreement by and between Block 22 LLC, an Idaho limited liability company, Block Twenty Two Condominiums Association, Inc. and Greater Boise Auditorium District.

Recorded: March 20, 2015

Instrument No.: 2015-022569, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

(End of Exceptions)

3175 R 7830

BLOCK TWENTY TWO CONDOMINIUMS

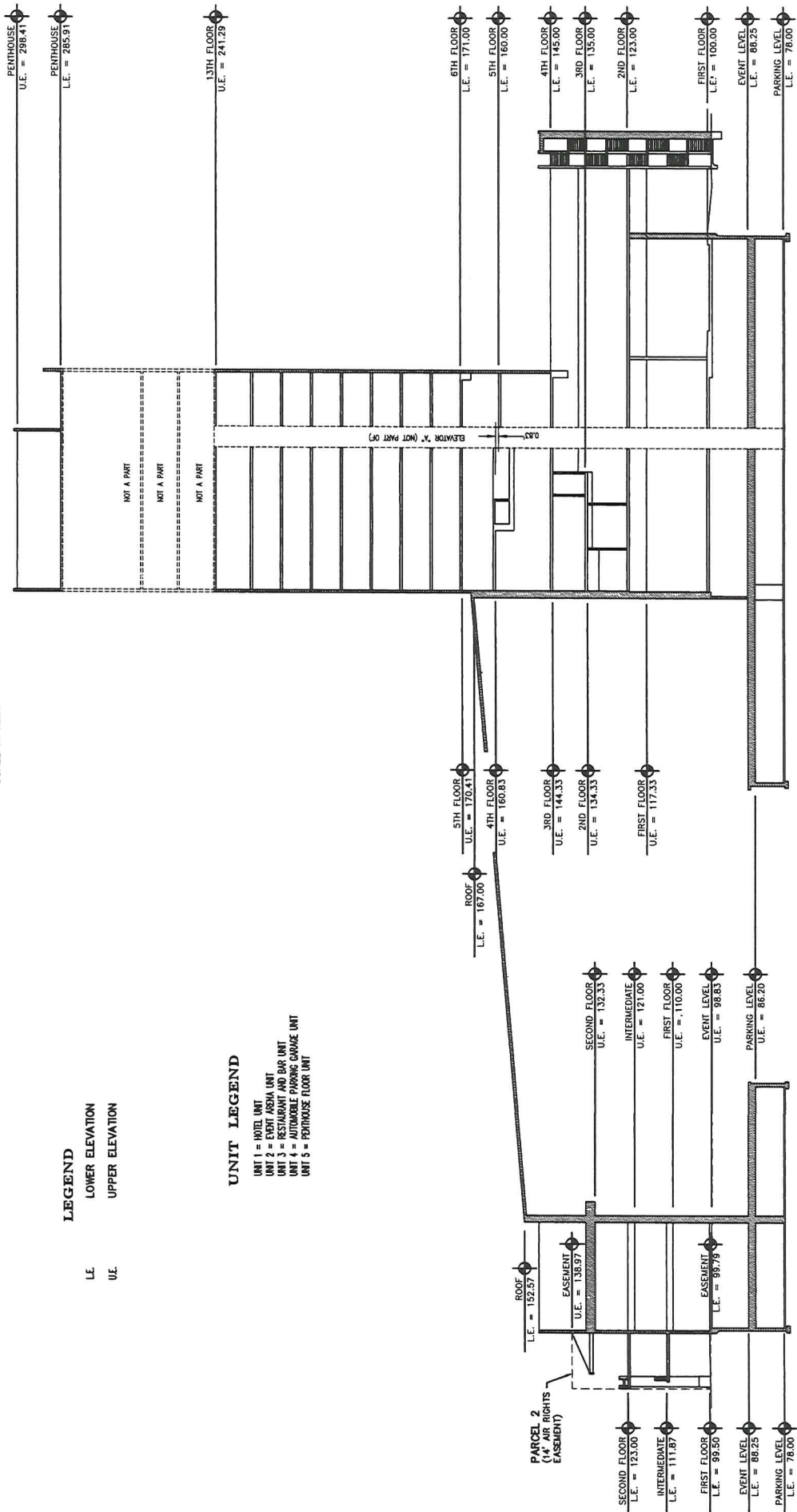
PLAT OF
TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY,
 PORTION OF VACATED WEST GROVE AND VACATED 8TH STREETS,
 BLOCK 22, B.C.O.T., SECTION 10, T.3N., R.2E., B.M.,
 BOISE, ADA COUNTY, IDAHO

1998 ELEVATION



LEGEND
 LE LOWER ELEVATION
 UE UPPER ELEVATION

UNIT LEGEND
 UNIT 1 = HOTEL UNIT
 UNIT 2 = EVENT AREA UNIT
 UNIT 3 = RESTAURANT AND BAR UNIT
 UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
 UNIT 5 = PENHOUSE FLOOR UNIT



WEST FRONT STREET

AK 75 P 7831

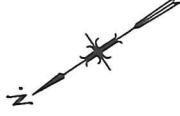
PLAT FOR BLOCK TWENTY TWO CONDOMINIUMS A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22, B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO 1998 PARKING LEVEL

CURVE DATA

CURVE	C-1	BANKS	CHORD	BEARING	DELTA
	17.0'	10.23'	17.0'	N 40° 00' 00" E	34.71°

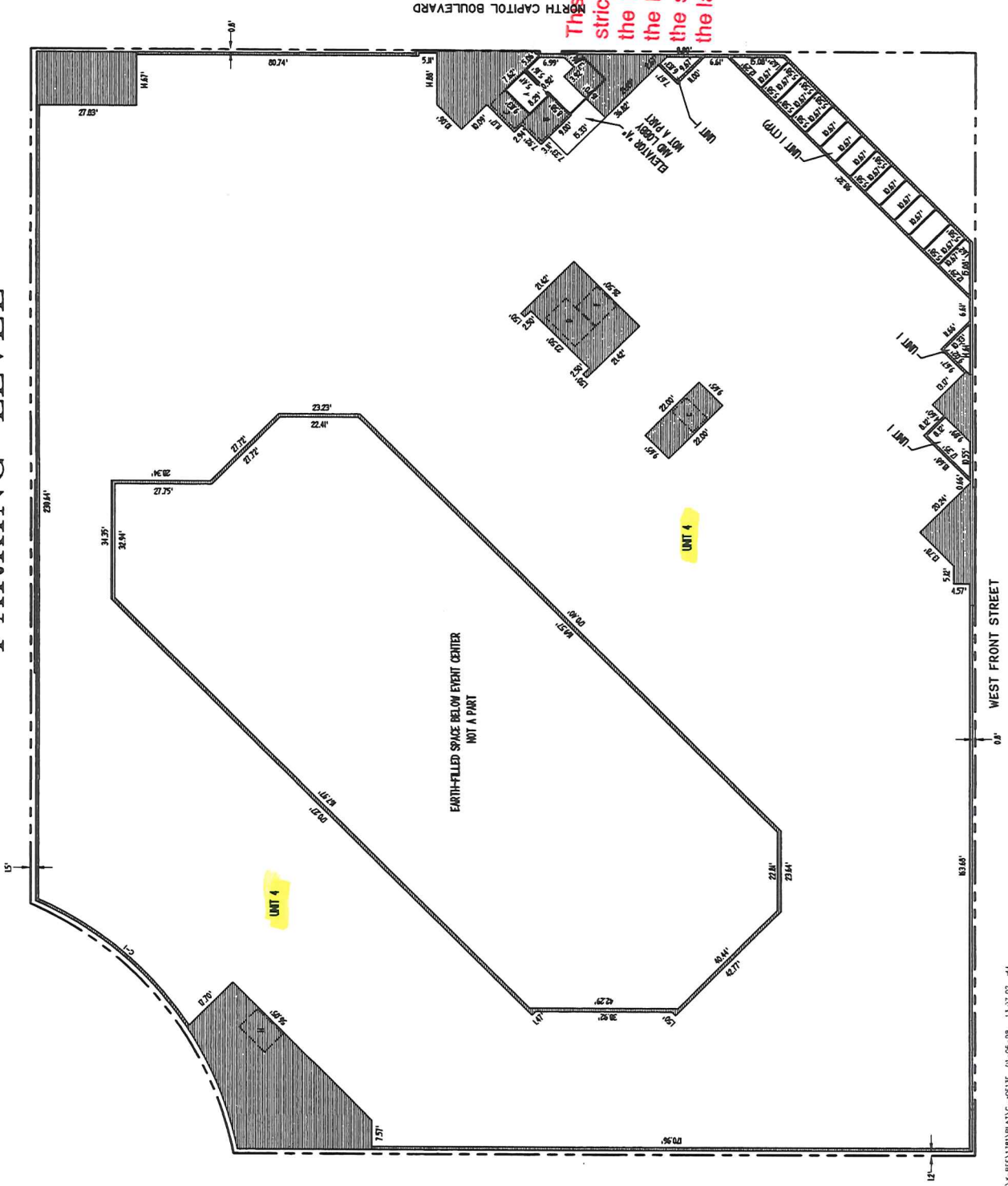
LEGEND

UNIT NUMBER
LIMITS OF PARCEL 1
COMMON AREA
ELEVATOR SHAFTS
A, B, C, D, E, G, H



UNIT LEGEND

UNIT 1 = HOTEL UNIT
UNIT 2 = EVENT AREA UNIT
UNIT 3 = RESTAURANT AND BAR UNIT
UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
UNIT 5 = PENTHOUSE FLOOR UNIT



This map is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area, or any other facts related to the land shown hereon.

FINISHED FLOOR ELEVATION = 78.00



TEALEY'S LAND SURVEYING
100 S. 4th ST. • 200-305-0036 • BOISE, IDAHO
Job No. 1781 Sheet 3 of 13

567516 7832

PLAT FOR BLOCK TWENTY TWO CONDOMINIUMS A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22, B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO

1998

EVENT LEVEL

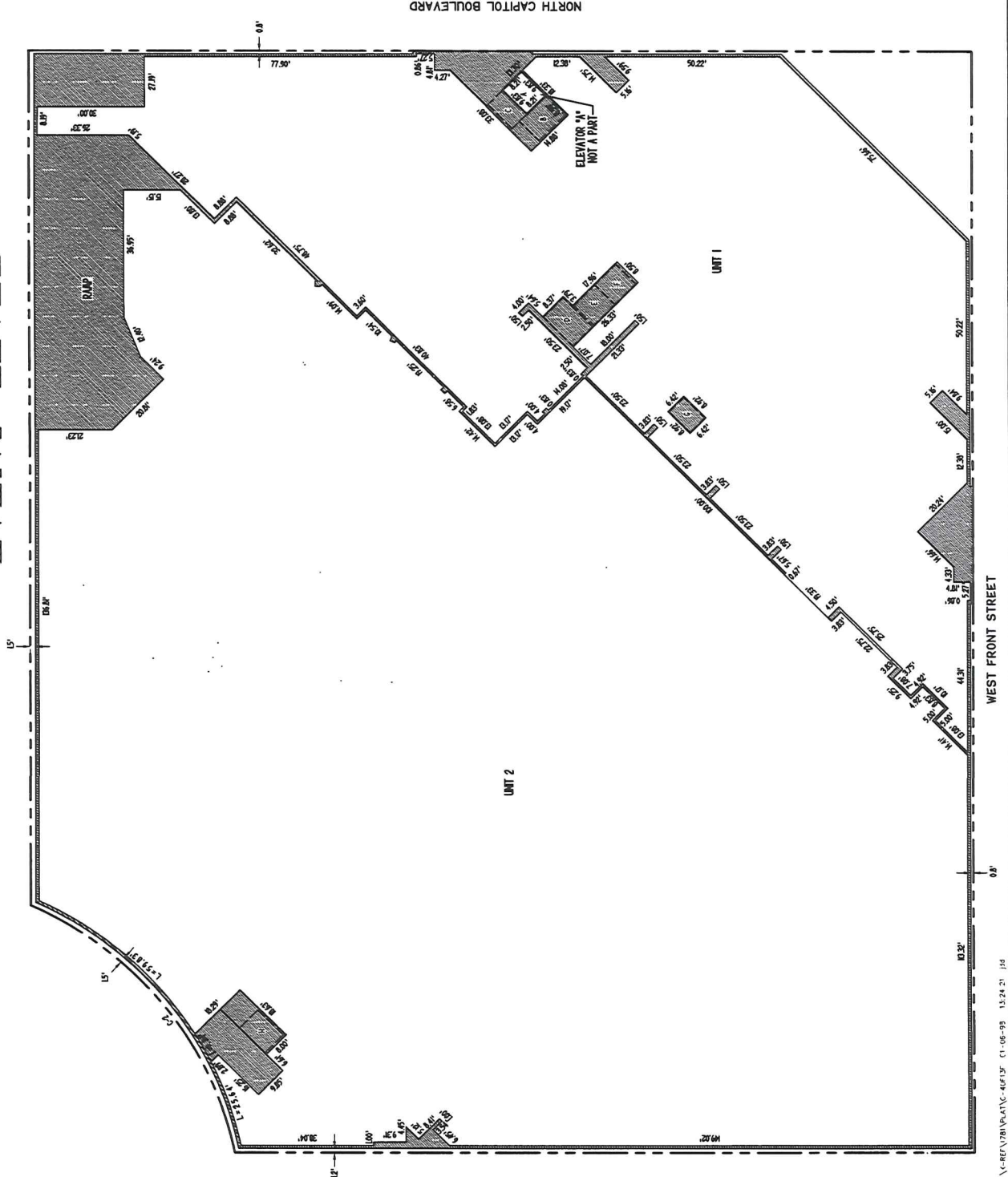
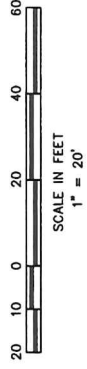
CURVE DATA			
CHORD	BEARING	DELTA	
C-2	89°57'27"E	54°00'00"	
100.50'	94.81'		

LEGEND
 UNIT NUMBER
 LIMITS OF PARCEL 1
 COMMON AREA
 ELEVATOR SHAFTS
 A, B, C, D, E, F, G, H



UNIT LEGEND
 UNIT 1 - HOTEL UNIT
 UNIT 2 - EVENT AREA UNIT
 UNIT 3 - RESTAURANT AND BAR UNIT
 UNIT 4 - AUTOMOBILE PARKING GARAGE UNIT
 UNIT 5 - PORCHHOUSE FLOOR UNIT

FINISHED FLOOR ELEVATION = 86.25



TEALEY'S LAND SURVEYING

100 S. 4th ST. BOISE, IDAHO 208-385-0038

Job No. 1781 Sheet 4 of 13

2675-9-785

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO

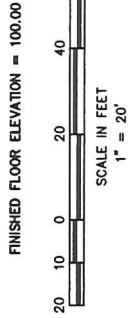
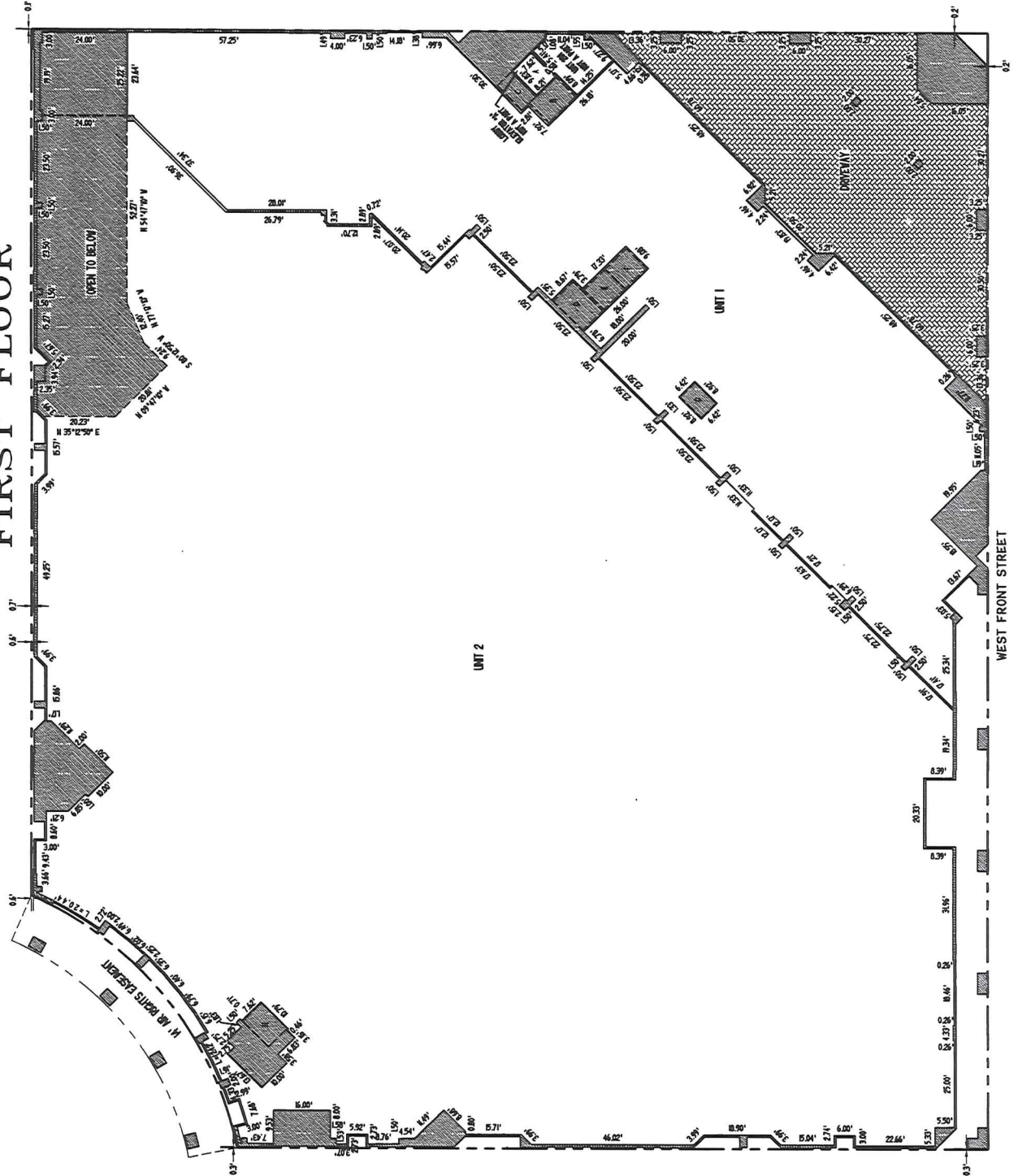
1998

FIRST FLOOR

- LEGEND**
- UNIT NO
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - LIMITED COMMON AREA
 - ELEVATOR SHAFTS
 - A, B, C, D, E, F, G, H



- UNIT LEGEND**
- UNIT 1 = HOTEL UNIT
 - UNIT 2 = EVENT AREA UNIT
 - UNIT 3 = RESTAURANT AND BAR UNIT
 - UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
 - UNIT 5 = PENTHOUSE FLOOR UNIT



TEALEY'S LAND SURVEYING
 109 S. 4th ST. • 200-385-0036 • BOISE, IDAHO
 Job No. 1781 Sheet 5 of 13

2875 - 7854

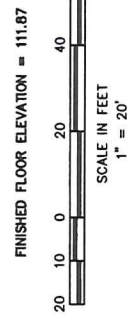
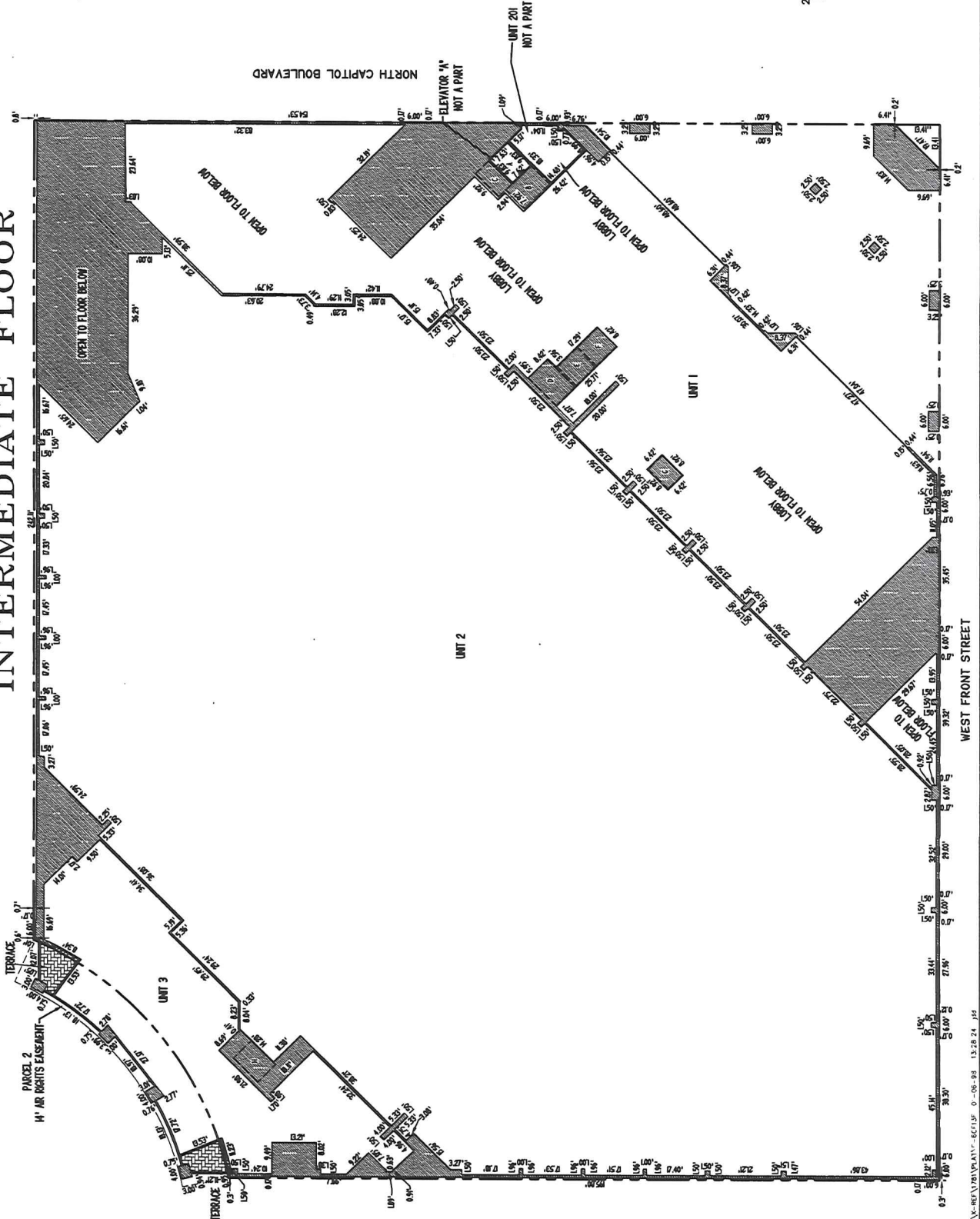
PLAT FOR BLOCK TWENTY TWO CONDOMINIUMS A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22, B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO 1998

INTERMEDIATE FLOOR

- LEGEND**
- UNIT 1
 - UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - LIMITED COMMON AREA
 - ELEVATOR SHAFTS
 - EASEMENT LINE



- UNIT LEGEND**
- UNIT 1 = HOTEL UNIT
 - UNIT 2 = EVENT AREA UNIT
 - UNIT 3 = RESTAURANT AND BAR UNIT
 - UNIT 4 = OFFICE FLOORING STORAGE UNIT
 - UNIT 5 = PENTHOUSE FLOOR UNIT



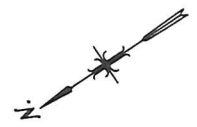
TEALEY'S LAND SURVEYING
109 S. 4th ST. • 208-385-0038 • BOISE, IDAHO
Job No. 1781

24.15 1935

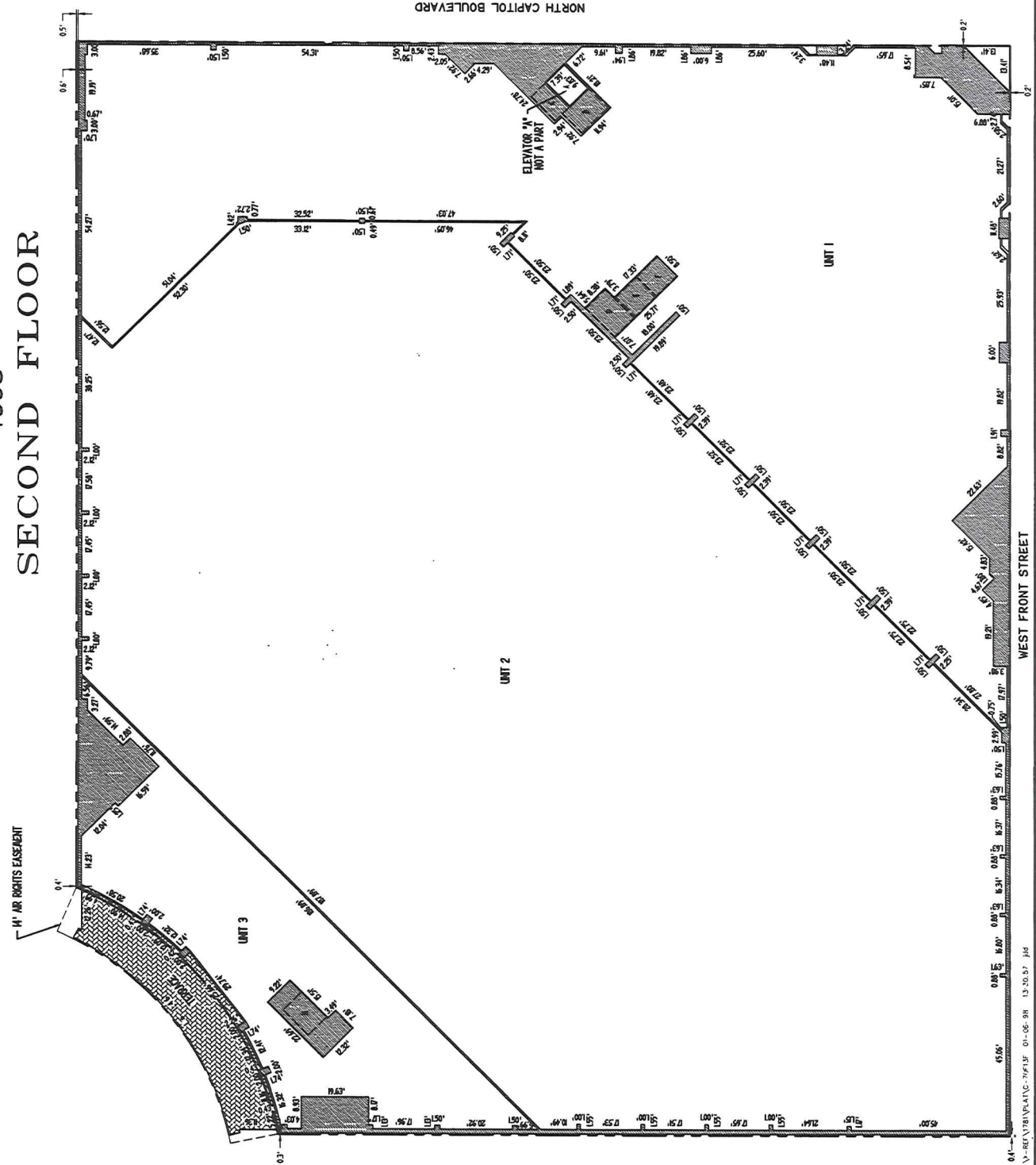
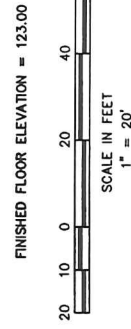
PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., 6M., BOISE, ADA COUNTY, IDAHO
 1998

SECOND FLOOR

- LEGEND**
- UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - LIMITED COMMON AREA
 - ELEVATOR SHAFTS
 - EASEMENT LINE



- UNIT LEGEND**
- UNIT 1 = HOTEL UNIT
 - UNIT 2 = EVENT AREA UNIT
 - UNIT 3 = RESTAURANT AND BAR UNIT
 - UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
 - UNIT 5 = PENHOUSE FLOOR UNIT



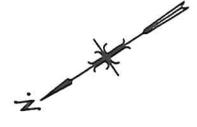
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24-25 67836

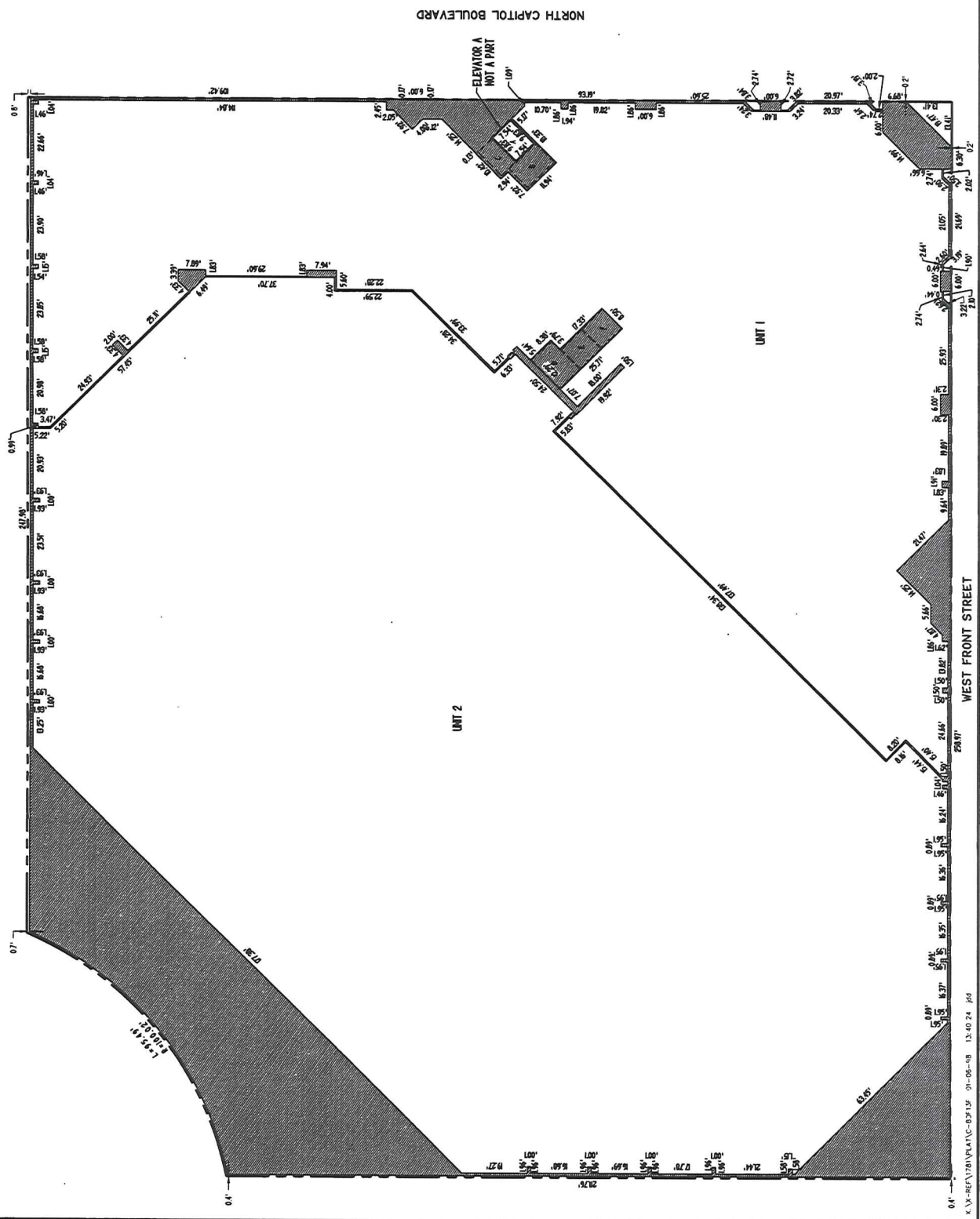
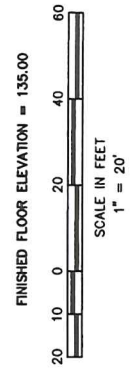
PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.I., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 1998

THIRD FLOOR

- LEGEND**
- UNIT 1
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - ELEVATOR SHAFTS



- UNIT LEGEND**
- UNIT 1 = HOTEL UNIT
 - UNIT 2 = EVENT AREA UNIT
 - UNIT 3 = RESTAURANT AND BAR UNIT
 - UNIT 4 = MULTIPLE PURPOSE CHANGE UNIT
 - UNIT 5 = PORCHUSE FLOOR UNIT



TEALEY'S LAND SURVEYING
 100 S. 4th ST. • BOISE, IDAHO
 200-385-0638
 Job No. 1781 Sheet 8 of 13

X.Y.-REVISED PLAT C-0213F 01-06-08 13.40.24 JLS

58-15 19 7837

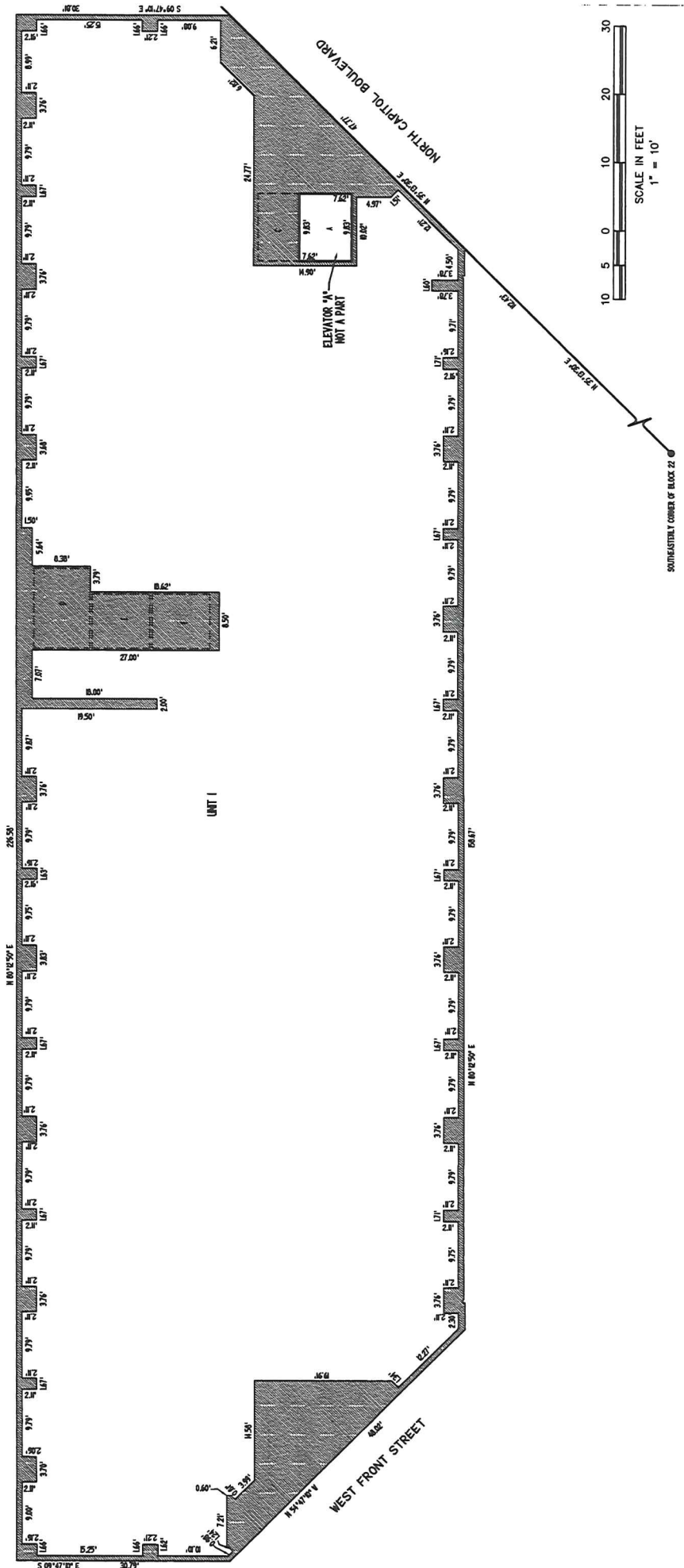
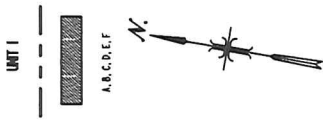
PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO

6TH THRU 13TH FLOOR
 1998

UNIT LEGEND

- UNIT 1 = HOTEL UNIT
- UNIT 2 = EVENT AREA UNIT
- UNIT 3 = RESTAURANT AND BAR UNIT
- UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
- UNIT 5 = PENTHOUSE FLOOR UNIT

- LEGEND**
- UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - ELEVATOR SHAFTS

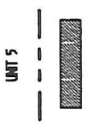


TEALEY'S LAND SURVEYING
 109 S. 4th ST. • 208-385-0838 • BOISE, IDAHO
 Job No. 1781 Sheet 11 of 13

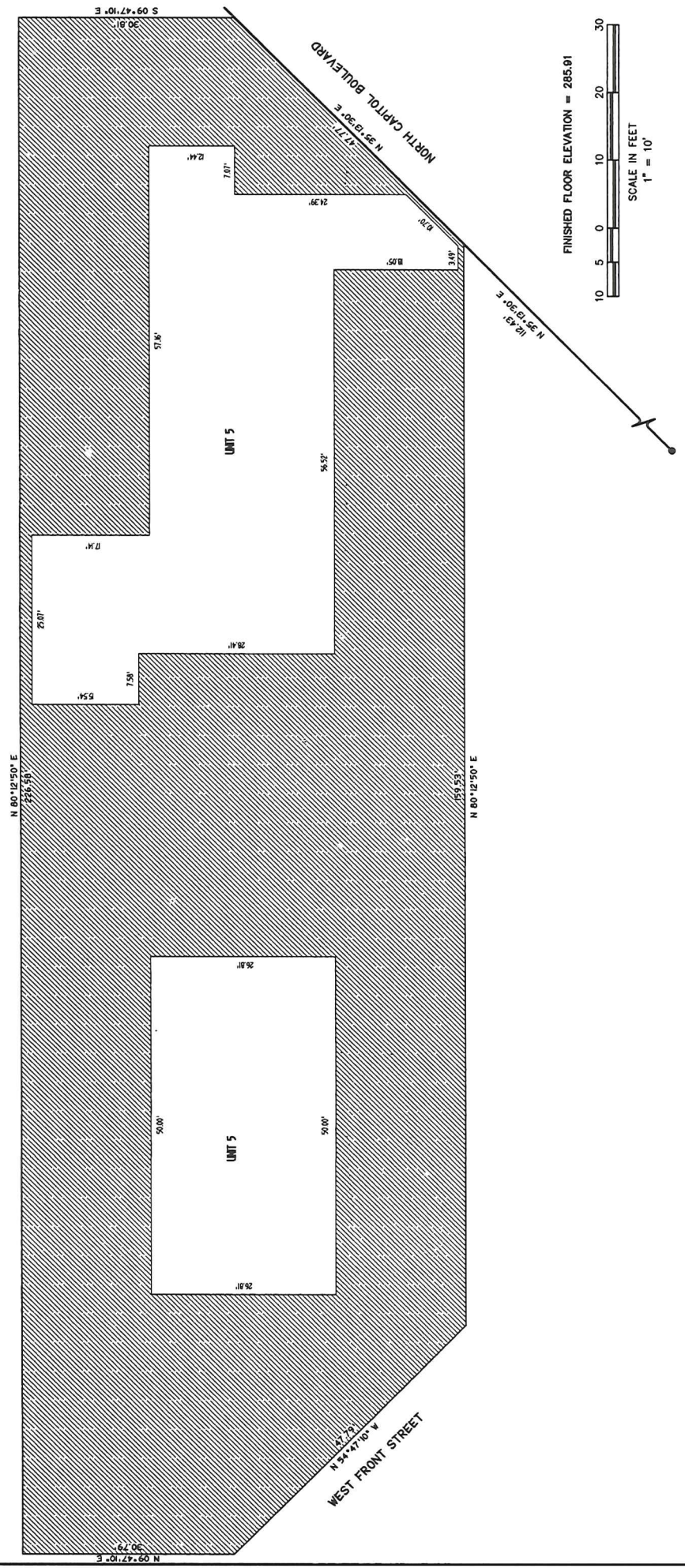
2k-15 - 7844

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.I., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 1998
PENTHOUSE LEVEL

LEGEND
 UNIT NUMBER
 LIMITS OF PARCEL 1
 COMMON AREA



UNIT LEGEND
 UNIT 1 = HOTEL UNIT
 UNIT 2 = EVENT AREA UNIT
 UNIT 3 = RESTAURANT AND BAR UNIT
 UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
 UNIT 5 = PENTHOUSE FLOOR UNIT



PLAT OF
BLOCK TWENTY TWO CONDOMINIUMS

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT BLOCK 22 LLC, AN IDAHO LIMITED LIABILITY COMPANY DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY AS DESCRIBED BELOW...

PARCEL 1:
A PARCEL OF LAND BEING PORTIONS OF LOTS 6 AND 7, ALL OF LOTS 8, 9 AND 10, AND 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100...

PARCEL 2: (AIR RIGHTS EASEMENT)
A PARCEL OF LAND SITUATED IN THE 1/4 OF SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO, BEING A PORTION OF VACATED CHASE STREET, VACATED 8TH STREET, AND A PORTION OF LOT 7 OF BLOCK 22 OF THE BRIDGE CITY ORIGINAL TOWNSHIP...

THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS RESERVED TO THE PARTNERSHIP AND NO PERMANENT STRUCTURES ARE TO BE WITHIN THE LINES OF SAID EASEMENTS...

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 26th DAY OF September, 1997
BLOCK 22 LLC, AN IDAHO LIMITED LIABILITY COMPANY
BY: Charles E. Murey, AUTHORIZED AGENT

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA }
ON THIS 26th DAY OF September, 1997, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CHARLES E. MUREY, KNOWN OR IDENTIFIED TO ME TO BE THE MEMBER OF BLOCK 22 LLC, AN IDAHO LIMITED LIABILITY PARTNERSHIP, WHICH IS THE MEMBER OF BLOCK 22 LLC, AN IDAHO LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS SUCH AUTHORIZED AGENT OF SAID S-SIXTEEN LIMITED PARTNERSHIP AS A MEMBER OF BLOCK 22 LLC.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.
NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE, IDAHO
MY COMMISSION EXPIRES: 8-7-98
Michelle S. Miller



CERTIFICATE OF SURVEYOR

I, PATRICK A. TEALEY, L.S., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF BLOCK TWENTY TWO CONDOMINIUMS IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS, CONDOMINIUMS AND THE CORNER PERPETUATION AND FILING ACT.



PATRICK A. TEALEY, L.S. NO. 4347

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK IN AND FOR BOISE CITY, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 19th DAY OF September, 1997, THIS PLAT OF BLOCK TWENTY TWO CONDOMINIUMS WAS DULY ACCEPTED AND APPROVED.

JOSEPH D. HANCOCK, CITY CLERK
11/9/97

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING CONDOMINIUM WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 19th DAY OF September, 1997.



CHARRMAN
ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS AND CONDOMINIUMS.



COUNTY SURVEYOR

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS CONDOMINIUM HAVE HEREBY REMOVED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL.



JAMES E. SHAW, 10/19/97
CENTRAL DISTRICT HEALTH DEPARTMENT

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-500B DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED CONDOMINIUM HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



BARBARA BURR, COUNTY TREASURER
DATE: 10/19/97

APPROVAL OF CITY ENGINEER

I, CHARLES R. ACKELSON, P.E., CITY ENGINEER IN AND FOR BOISE CITY, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT OF BLOCK TWENTY TWO CONDOMINIUMS.



COUNTY RECORDERS CERTIFICATE

INSTRUMENT NO. 2015972
STATE OF IDAHO)
COUNTY OF ADA) SS
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF...
DAY OF... 1997... IN MY OFFICE AND WAS DULY RECORDED IN BOOK... OF PLATS AT PAGES... AND...
DEPUTY

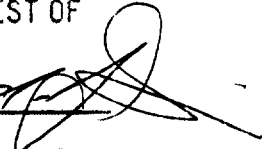
DEPUTY RECORDER

AT-98073099

(3)

ALLIANCE TITLE
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED-REQUEST OF

FEE 9⁰⁰ DEPUTY 

1998 MR 26 AM 10:56

98027389

DEED

GRANTOR, BLOCK 22 LLC, an Idaho limited liability company, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **URBAN RENEWAL AGENCY OF BOISE CITY aka CAPITAL CITY DEVELOPMENT CORPORATION**, whose current address is 800 West Idaho Street, Suite 304, Boise, Idaho 83702, as **GRANTEE**, and to Grantee's heirs and assigns forever, all of the following described real estate located in Ada County, Idaho:

Condominium Unit No. 4 as shown on the Condominium Plat of Block Twenty Two Condominiums appearing in the records of Ada County, Idaho, as Instrument No. 98015003 and is defined and described in that certain Condominium Declaration for Block Twenty Two Condominiums recorded in the records of Ada County, Idaho, as Instrument No. 98015004.

TOGETHER with all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record, and

SUBJECT TO:

1. The terms, provisions and conditions of the Condominium Declaration for Block Twenty Two Condominiums appearing in the records of Ada County, Idaho, as Instrument No. 98015004
2. The terms and provisions, easements, reservations, restrictions, designations and dedications as shown on the Condominium Plat of Block Twenty Two Condominiums appearing in the records of Ada County, Idaho, as Instrument No. 98015003.
3. Public utility easements, drainage easements and/or other easements in view and of record.
4. Liens, levies and assessments of Block Twenty Two Condominium Association, Inc.
5. The terms, provisions and conditions contained in that certain Deed from The Urban Renewal Agency of Boise City to Block 22 LLC appearing in the records of Ada County, Idaho, as Instrument No. 98002280.
6. The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee himself or herself, or any person claim in, under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument this 24th day of March, 1998.

GRANTOR: BLOCK 22 LLC

S-SIXTEEN LIMITED PARTNERSHIP,
an Idaho limited partnership, **MEMBER**

By: J. R. Simplot Self-Declaration of
Revocable Trust, its General Partner

By: Charles E. Morey
Charles E. Morey
Authorized Agent

DIAMOND HOLDING, LLC,
an Idaho limited liability company, **MEMBER**

By: WCP
W. Cord Pereira, Manager

WC/WLDC IDAHO, L.L.C.,
an Idaho limited liability company, **MEMBER**

By: Jerry Jenkins
Jerry Jenkins, Manager

~~Accepted:~~

~~_____~~

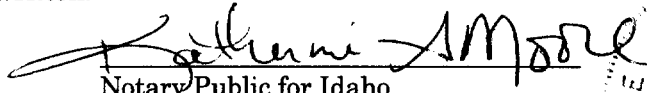
~~By: _____~~

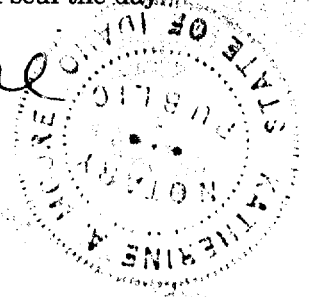
~~By: _____~~

STATE OF IDAHO)
):ss
County of Ada)

On this 24th day of March, 1998, before me, a Notary Public in and for said State, personally appeared CHARLES E. MOREY, the Authorized Agent for J.R. Simplot, Trustee of the J.R. Simplot Self-Declaration of Revocable Trust which is the General partner of S-Sixteen Limited Partnership, a limited partnership, a Member of Block 22 LLC, the limited liability company that executed the forgoing instrument, and acknowledged to me that he executed the same on behalf of Block 22 LLC

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

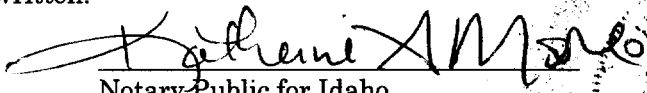

Notary Public for Idaho
Residing At Boise, Idaho
My Commission Expires May 20, 1999

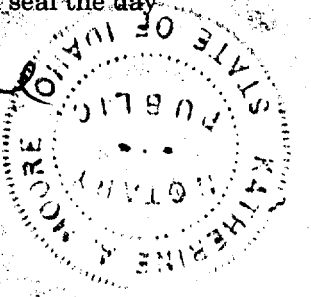


STATE OF IDAHO)
):ss
County of Ada)

On this 24th day of March, 1998, before me, a Notary Public in and for said State, personally appeared W. CORD PEREIRA, known to me to be the Manager of DIAMOND HOLDING, LLC, a limited liability company, a Member of Block 22 LLC, the limited liability company that executed the forgoing instrument, and acknowledged to me that he executed the same on behalf of Block 22 LLC.

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

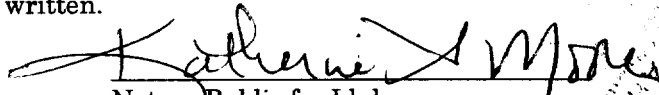

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires May 20, 1999

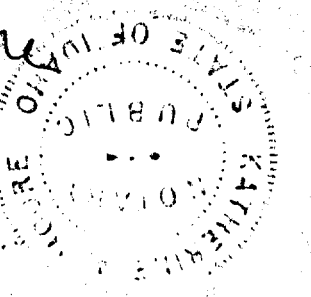


STATE OF IDAHO)
):ss
County of Ada)

On this 24th day of March, 1998, before me, a Notary Public in and for said State, personally appeared JERRY JENKINS, known to me to be the Manager of WC/WLDC IDAHO, L.L.C., a limited liability company, a Member of Block 22 LLC, the limited liability company that executed the forgoing instrument, and acknowledged to me that he executed the same on behalf of Block 22 LLC.

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 Boise, Idaho
My Commission Expires May 20, 1999





PARCEL INFORMATION

Year 2018	Parcel # R0998100500	Property Type Real	Status Active	Exemption % Full 100	Code 63-602A	<input type="checkbox"/> Urban Renewal
		Sub Property Type Real Commercial	Code Area 01-6	Districts	Appraisers Initials CSC	<input type="checkbox"/> SIE
					Details	<input type="checkbox"/> Ownership Change
						<input type="checkbox"/> Drop HOE
						<input type="checkbox"/> Circuit Breaker
						<input type="checkbox"/> Bankruptcy

Print Property Desc. Cancel Help

OWNER INFORMATION

Name
CAPITAL CITY DEVELOPMENT CORP

Add'l Info

Mailing Address
CONTROLLER THE GROVE HOTEL
245 S CAPITOL BLVD
BOISE ID 83702-0000

Mail Alert

PHYSICAL LOCATION

Property Address
245 S CAPITOL BLVD
BOISE ID 83702-0000

Group Type
SUB Group # 099810

Description
BLOCK TWENTY TWO CONDO

Township/Range/Section
3N 2E 10

Zoning Code
C-5DDC

MLS Area
100 - North Boise

Geo-Economic
BP Flag

Assessment Roll	Property Occupancy	State Category
Property Roll	Non-Occupancy	

Land Commercial 1

Public Property Description - Display [PT2zfF]



State Parcel #
B35070000040

Property Description
UNIT 4 (PARKING GARAGE UNIT)
BLOCK TWENTY TWO CONDOS
(57252 SF)
BRA #2
#98027389

Total Acreage
0.000

Acreage Verified
 Yes No

Date
00/00/0000

User

Cancel

Select



CAPITAL CITY DEVELOPMENT CORP

CONTROLLER THE GROVE HOTEL
245 S CAPITOL BLVD
BOISE ID 83702-0000

Bank Code Details PrePaid

Code Area 01-6 District SubRoll

Values

Interest Date 3/20/2018 Calculate

Total Due 0.00

Print

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Full Year	Late Charge Full Year	Fees Full Year	Interest Full Year	Tax/Cert 1st Half	Late 1s

Tax Summary Public Pre-Paid

Charge Summary

Year	Assessment Roll	Date Due	Total Payments	Tax Charge	Tax Payment	Tax Adjustment	Cert Charge	Cert Payment	Cert Adjustment

Renewal

Ship Change
OE
Breaker
pty

Help

9810

BP Flag

as

0

0



[PT4pbF] Public Tax Main Screen - Parcel# [R0998100500]

Select



CAPITAL CITY DEVELOPMENT CORP

CONTROLLER THE GROVE HOTEL
245 S CAPITOL BLVD
BOISE ID 83702-0000

Bank Code Details PrePaid
Code Area 01-6 District SubRoll
Values

Interest Date 3/20/2018 Calculate

Renewal
Ship Change
OE
Breaker
ptcy

Help

Estimated Taxes by Code Area [PT5qiF]

Parcel R0998100500

Parcel Values
Assessed Value 0
HOE 0
Taxable Value 0

Taxable Value 0
Adjustment 0
Adjusted Value 0

+ Add
- Subtract

Year 2018

Code Area	District Number	Levy Amount	Description	Phone	Estimated Tax
01-6	1	.002953537	ADA COUNTY	(208) 287-7000	0.00
01-6	3	.000146049	EMERGENCY MEDICAL	(208) 287-2962	0.00
01-6	6	.000923828	ADA COUNTY HIGHWAY DIST	(208) 387-6123	0.00
01-6	7	.004658860	SCHOOL DISTRICT NO. 1	(208) 854-4029	0.00
01-6	14	.007116767	BOISE CITY	(208) 384-3732	0.00
01-6	43	.000028307	MOSQUITO ABATEMENT	(208) 577-4646	0.00
01-6	100	.000153551	COLLEGE OF WESTERN IDAHO	(208) 562-3295	0.00

Code Area
01-6
Calculate
Refresh

View
Print
Values

Total Levy Amount .015980899

Total Estimated Tax Amount 0.00

BASED ON MOST CURRENT CERTIFIED LEVIES



PARCEL INFORMATION



Year: 2018 Parcel #: R0998100500
 Property Type: Real Status: Active Exemption: Full %: 100 Code: 63-602A
 Sub Property Type: Real Commercial Code Area: 01-6 Appraisers Initials: CSC
 Urban Renewal
 SIE
 Ownership Change
 Drop HOE
 Circuit Breaker
 Bankruptcy

Print Property Desc. Cancel Help

OWNER INFORMATION

PHYSICAL LOCATION

Name: Display Characteristics Commercial [PT34qF]

Parcel Suffix	Street #	Pre Dir.	Street Name	Street Suffix	Post Dir.	Unit Type	Unit #	City	State	Zip Code	Assessment Roll	Property Occupancy	Stat
	245	S	CAPITOL	BLVD				BOISE	Idaho	83702-00	Property Roll	Non-Occupar	Acti

Year: 2018 Parcel #: R0998100500 Code Area: 01-6
 State Category Code: 270 Reappraisal Year: 2005 Appraisers Initials: CSC Inspection Date: 01/01/2014
 Business Name: CCDC PARKING GARAGE Approached Used: COST Zoning: C-5DDC

Year Built	Occupancy Date	% Owner Occupied	Remodel Year	Group	Type	Class	Units	Stories	Ground Floor Square Feet	Leaseable Square Feet	Total Square Feet
1997	00/00/0000	100	0	181	0	5	0	1	64,380	94,993	64,993

Value per Unit/SF: 0.00 Land Value: 0 Total Value: 0

SCHEDULE C

Legal Description:

Condominium Unit 4 as shown on the condominium plat of Block Twenty Two Condominiums appearing in the records of Ada County, Idaho as Instrument No. 98015003 and as defined and described in that Condominium Declaration for Block Twenty Two Condominiums recorded in the records of Ada County, Idaho as Instrument No. 98015004.

VACATION OF PUBLIC RIGHT-OF-WAY

Pursuant to the Idaho Code, the Board of Commissioners of the Ada County Highway District, a Body Politic and Corporate of the State of Idaho, having convened in a Regular Meeting of the Ada County Highway District on the 17th day of September, 1987, have authorized by the duly adopted resolution, the release, vacation and abandonment of the following described public right-of-way, located in the City of Boise, County of Ada, State of Idaho, to-wit:

Vacation - A portion of Grove Street (Highway 20-26) located in Section 10, T.3N., R.2E., B.M., Ada County, Idaho, and situated in Blocks 21 and 22 of Boise City Original Townsite.

A parcel of land, presently existing public right-of-way, in Boise City and being a portion of Vacated Eighth and Grove Streets and a portion of Blocks 21 and 22 of Boise City Original Townsite as recorded in Book 1 at Page 1, records of Ada County, Idaho and more particularly described as follows:

Commencing at a Brass Cap Monument marking the intersection of Ninth and Front Streets; thence North $35^{\circ}13'05''$ East 40.07 feet along the centerline of Ninth Street to a point; thence South $54^{\circ}46'55''$ East 40.01 feet to the most westerly corner of said Block 21; thence North $35^{\circ}13'17''$ East 77.10 feet along the most westerly boundary of Block 21 to a point and the TRUE POINT OF BEGINNING;

Thence North $35^{\circ}13'17''$ East 69.27 feet (shown of record to be North $35^{\circ}12'22''$ East) along the northwesterly boundary of said Block 21 to a point; thence along a curve to the left 215.78 feet, said curve having a radius of 431.46 feet, a central angle of $28^{\circ}39'17''$ and a long chord bearing South $40^{\circ}27'40''$ East 213.54 feet (shown of record to be South $40^{\circ}28'00''$ East) to a point; thence South $54^{\circ}47'19''$ East 269.87 feet (shown of record to be South $54^{\circ}47'38''$ East) to a point; thence along a curve to the left 157.51 feet, said curve having a radius of 115.22 feet, a central angle of $78^{\circ}19'18''$ and a long chord bearing North $86^{\circ}03'02''$ East 145.52 feet (shown of record to be North $86^{\circ}02'43''$ East) to a point; thence along a curve to the right 153.97 feet, said curve having a radius of 171.24 feet, a central angle of $51^{\circ}31'05''$ and a long chord bearing North $72^{\circ}38'54''$ East 148.84 feet (shown of record to be North $72^{\circ}38'35''$ East) to a point on the west boundary of Capitol Boulevard; thence South $35^{\circ}13'36''$ West 303.61 feet (shown of record to be South $35^{\circ}12'22''$ West 303.60 feet) to the most southerly corner of said Block 22; thence North $54^{\circ}47'17''$ West 300.00 feet along the southwesterly boundary of Block 22 to the most westerly corner of the said Block 22; thence North $54^{\circ}46'25''$ West 60.03 feet to a point; thence North $35^{\circ}13'35''$ East 17.09 feet along a line 20.00 feet westerly of and parallel to the vacated centerline of Eighth Street to a point; thence North $54^{\circ}47'36''$ West 259.99 feet to a point; thence along a curve to the right 94.26 feet, said curve having a radius of 60.00 feet, a central angle of $90^{\circ}00'53''$ and a long chord bearing North $9^{\circ}47'09''$ West 84.86 feet to the TRUE POINT OF BEGINNING, said parcel containing 78,883.13 square feet (1.811 acre), more or less.

SUBJECT TO THE RETENTION of public utility easements, drainage easements, and/or other easements of record or not of record or in use upon or under said described public right-of-way. Costs associated with removal/relocation of existing facilities in easements shall be borne by the applicant with the approval of the applicable utility/agency.

0100101515

The said premises, together with their appurtenances are herewith released, vacated and abandoned unto the adjoining and abutting real property as follows:

UNTO THE BOISE REDEVELOPMENT AGENCY, 711½ WEST BANNOCK STREET, P.O. BOX 987, BOISE, IDAHO 83701, AS THE ADJOINING AND ABUTTING PROPERTY OWNER AS PRESCRIBED IN STATUE 50-311 OF THE IDAHO CODE, AS PERTAINS TO THAT PORTION OF GROVE STREET (HIGHWAY 20-26) LOCATED IN SECTION 10, T.3N., R.2E., B.M., ADA COUNTY, IDAHO AND SITUATED IN BLOCKS 21 AND 22 OF BOISE CITY ORIGINAL TOWNSITE.

IN WITNESS WHEREOF, the Board of Commissioners of the Ada County Highway District, having convened in official meeting held on the 17th day of September, 1987, and having been duly authorized, do herewith release, vacate and abandon the foredescribed public right-of-way as recorded in the certified minutes of said meeting, now on file in the office of the Ada County Highway District, 318 East 37th Street, Boise, Idaho 83714.

Subscribed and sworn this 15th day of October, 1987, by the President, Board of Commissioners and Director, respectively, of the Ada County Highway District.

ADA COUNTY HIGHWAY DISTRICT

By: Glenn J. Rhodes
Glenn J. Rhodes, President
Board of Commissioners

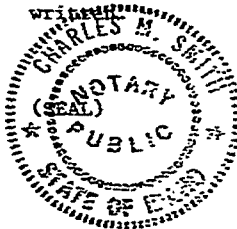
ATTEST:

By: Tom L. MacGregor
Tom L. MacGregor, Director
Ada County Highway District

STATE OF IDAHO)
) SS.
COUNTY OF ADA)

On this 15th day of October, 1987, before me, a notary public in and for the State of Idaho, personally appeared GLENN J. RHODES and TOM L. MACGREGOR, known to me to be the President, Board of Commissioners and Director, respectively, of the Ada County Highway District that executed said instrument and acknowledged to me that Ada County Highway District 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



Charles M. Smith
Notary Public for the State of Idaho
Residing at Boise, Idaho
My Commission Expires 12/15/91

Ada County, Idaho
Request of
Ada County Highway District

TIME 10:20 A.M.
DATE 10-20-87

JOHN BASTIDA
(RECORDER)

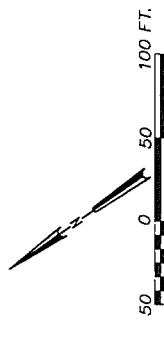
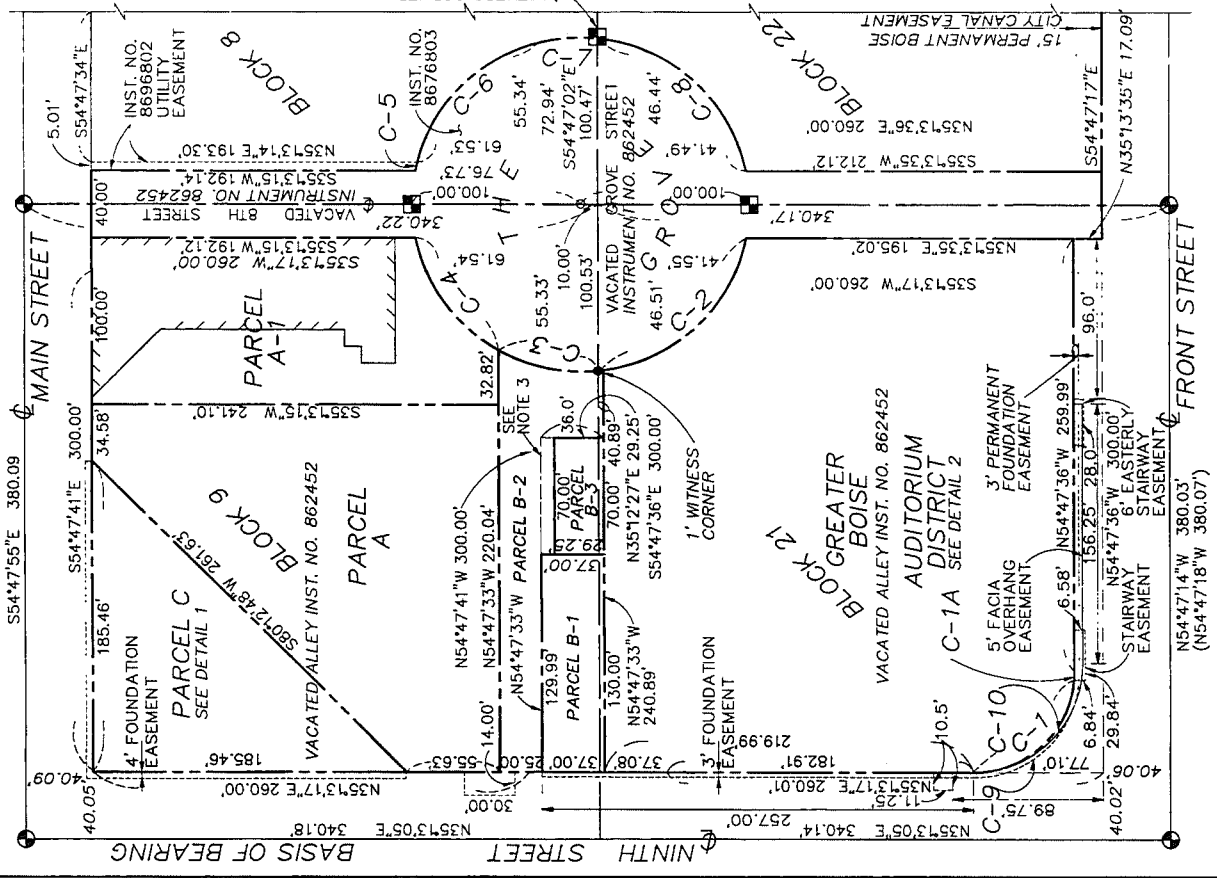
By: John Bastida
Deputy
602

Beats to show 16/14
 RECORD OF SURVEY NO. 1589
 INSTRUMENT NO. 9010 586

BLOCKS 9 AND 21 AND A PORTION OF BLOCKS 8 AND 22 BOISE CITY ORIGINAL TOWNSITE T. 3 N., R. 2 E., BM. ADA COUNTY, IDAHO

CURVE TABLE

CURVE	R	Δ	L	CH	CH BEARING
C-1	60.00'	90°00'53"	94.26'	84.86'	N 09°21'09" W
C-1A	60.00'	94°46'36"	05.00'	05.00'	N 52°24'18" W
C-2	100.00'	70°58'39"	123.88'	116.11'	S 07°44'53" E
C-3	100.00'	36°48'37"	64.25'	63.15'	S 46°08'34" W
C-4	100.00'	49°08'03"	85.76'	83.15'	S 85°06'54" W
C-5	100.00'	02°57'07"	05.15'	05.15'	S 41°46'26" E
C-6	100.00'	63°54'40"	111.55'	105.85'	S 08°20'05" E
C-7	100.00'	17°20'17"	30.26'	30.15'	S 32°18'22" W
C-8	100.00'	72°43'57"	126.94'	118.59'	S 77°19'21" W
C-9	63.00'	90°00'53"	98.98'	89.11'	N 09°47'09" W
C-10	65.00'	90°00'53"	102.12'	91.94'	N 09°47'09" W



- LEGEND**
- PROPERTY LINE
 - - - EASEMENT LINE
 - ▭ ORIGINAL BLOCK BOUNDARY LINE

- 10 ORIGINAL LOT NUMBER
- ⊕ FOUND MONUMENT
- ▣ SET 3" BRASS CAP MONUMENT
- FOUND 5/8" REBAR
- SET 5/8" REBAR W/ PLASTIC CAP MARKED CH2M HILL - RLS 1881
- SET PK NAIL
- 7777 EXISTING FACE OF BUILDING
- () BEARING OR DISTANCE OF RECORD

NOTES:

- PARCEL A, PARCEL A-1, PARCEL B-2 AND PARCEL B-3 ARE FOR SURFACE AND AIR RIGHTS ONLY.
- RECORDED INSTRUMENT NUMBERS AND AREAS:
 PARCEL A 8736320 35,762.39 SQ. FT.
 PARCEL A-1 8736320 21,958.15 SQ. FT.
 PARCEL B-1 8736320 4,809.83 SQ. FT.
 PARCEL B-2 8736320 7,690.04 SQ. FT.
 PARCEL B-3 8736320 2,520.90 SQ. FT.
 PARCEL C 8736320 17,289.29 SQ. FT.
- DIMENSION AS RECORDED.

SURVEYOR'S CERTIFICATE

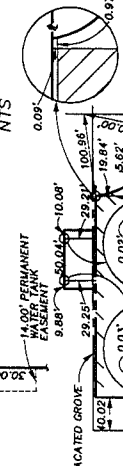
I, STANTON S. NUFFER, CE/LS 1881, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAN WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO.



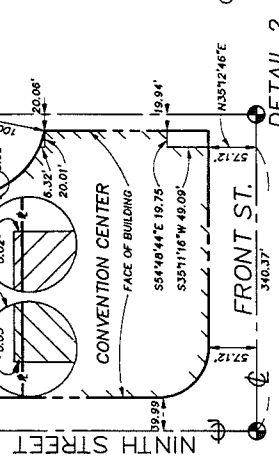
RECORDING INDEX NO. 321-10-1-2-4-01-01
 RECORD OF SURVEY
 CAPITAL CITY DEVELOPMENT CORPORATION
 AND
 GREATER BOISE AUDITORIUM DISTRICT
 BOISE, IDAHO



DETAIL 1
 NTS



DETAIL 2
 NTS



APPROVED: [Signature]
 BOISE, IDAHO
 10/14/14
 8:52 pm

96002280

EXHIBIT A

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

BOISE TITLE

'96 JAN 9 PM 3 37

FEE 39.00 DE. Quesada
RECORDED AT THE REQUEST OF

DESCRIPTION
FOR
C.C.D.C./BLOCK 22 L.L.C.

1963001245

A parcel of land situated in the NE¼ of Section 10, T.3N., R.2E., B.M., Ada County, Idaho, being a portion of vacated Grove Street, vacated 8th Street, the vacated alley in Block 22 of the Boise City Original Townsite, and Lots 1 thru 6, Lots 8 thru 12 and a portion of Lot 7 of Block 22 of the Boise City Original Townsite, more particularly described as follows:

BEGINNING at the Northeasterly corner of said Block 22, a point marked by a 5/8" iron pin; thence along the Easterly line of said Block 22

South 35°13'30" West 260.27 feet to the Southeasterly corner of said Block 22, marked by a 5/8" iron pin; thence along the Southerly line of said Block 22 and its extension

North 54°47'10" West 319.91 feet to a point, marked by a 5/8" iron pin; thence along a line that is 20.00 feet Westerly of and parallel to the Westerly line of said Block 22

North 35°12'30" East 212.12 feet to a point, marked by a 5/8" iron pin; thence leaving said parallel line and along a curve to the left whose radius is 100.00 feet, whose length is 95.93 feet, whose central angle is 54°57'53" and whose long chord bears

North 86°12'13" East 92.30 feet to a point, marked by a 5/8" iron pin; thence along a line that is 10.00 feet Northerly of and parallel to the Northerly line of said Block 22

South 54°47'58" East 248.27 feet to an iron pin on the extended Southeasterly boundary of the said Block 22; thence along the said Southeasterly boundary

South 35°13'30" West 10.00 feet to THE POINT OF BEGINNING.

Said parcel contains 1.921 acres, more or less.



9/5/95

DEED

For valuable consideration, the receipt of which is hereby acknowledged,

THE URBAN RENEWAL AGENCY OF BOISE CITY, also known as the Capital City Development Corporation, a public body, corporate and politic, of the State of Idaho (the "Grantor"), acting to carry out the Boise Central District Urban Renewal Project I, Idaho R-4, as amended and restated by the Agency and approved by the City Council of the City of Boise, effective December 6, 1994 (the "Urban Renewal Plan"), under the laws of the State of Idaho does hereby grant, bargain, sell, and convey unto Block 22 LLC, an Idaho limited liability company whose address is P.O. Box 27, Boise, Idaho 83707 (the "Grantee"), the real property legally described in the document attached hereto labeled "Exhibit A" and incorporated herein by this reference (the "Property").

1. The Property is conveyed subject to:
 - a. Rights or claims of parties in possession not shown by the public records;
 - b. Easements or claims of easements not shown by the public records;
 - c. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records;
 - d. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public record;
 - e. General taxes for the year 1996 and subsequent years which are an accruing lien, not yet due and payable; general taxes which may be assessed and extended on any subsequent roll for the tax year 1995 with respect to new improvements and the first occupancy thereof during 1995 which may not be included on the regular assessment roll and which are an accruing lien;
 - f. Special assessments of the City of Boise, if any;
 - g. Unpatented mining claims, reservations or exceptions in patent or in acts authorizing the issuance thereof, water rights, and claims or title to water;

- h. The Deed of Trust, assignment of Rents and Security Agreement of even date between Grantor and Grantee;
- i. The Urban Renewal Plan and a Disposition and Development Agreement entered into by and between the Grantor and Grantee and dated May 9, 1994, as implemented by any subsequent implementation agreements between Grantor and Grantee (herein collectively referred to as the "DDA"); the full text of the DDA and such implementation agreements are available for review at the offices of the Grantor and the City of Boise; the limitations of the DDA include, but are not limited to, those matters set forth immediately hereafter in subparagraphs j through p.
- j. Grantor's right to require Grantee's cooperation and assistance to cause zoning and subdivision approval as set forth more fully in Section 209 of the DDA;
- k. Grantor's right to require Grantee's granting and permitting of all necessary and appropriate easements, restrictions, rights, and licenses for development of the Property and certain real property adjacent thereto being retained by Grantor as set forth more fully in the DDA;
- l. Grantee's agreement to enter into cooperative agreements, easements, and the like to accommodate the development of adjacent properties by Grantor or its successors in interest as more fully set forth in the DDA;
- m. Grantee's agreement to prepare in form and content mutually agreeable to Grantor and Grantee a condominium plat and declaration encompassing the Property and to obtain all necessary approvals for same and record such documents in the records of Ada County, Idaho, as more fully provided in the DDA;
- n. Grantor's right to require Grantee to pay an additional purchase price as set forth more fully in Section 323 and Attachment 3 of the DDA; and
- o. Grantor's right to a deferred purchase price as more fully set forth in Section 201A of the DDA;
- p. Grantee's obligation to convey to Grantor a condominium consisting of the Parking Garage Site and a common area interest in the common areas of the Property as designated on the condominium plat as more fully provided in the DDA.

- q. Grantee's obligation to pay to Grantor certain amounts supplemental to ad valorem taxes payable in connection with the Property subject to the conditions and as is more fully provided in Sections 315B and 316C of the DDA.
- r. Reservation of Public Utility Easements over portions of Grove Street vacated by Vacation of Public Right-of-Way, recorded October 20, 1987, as Instrument No. 8758608, records of Ada County, Idaho.
- s. An easement for a Permanent Boise City Canal over and along the Southeasterly and the Southwesterly 15 feet of said land as disclosed by a Survey, recorded March 1, 1990, as Instrument No. 9010586, records of Ada County, Idaho and the Survey referenced in Exception No. 13 herein.
- t. Easements and/or lesser rights as shown on that certain Survey of said land prepared by CH2M HILL as Job No. B28776.A4.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during construction and thereafter, the Grantee shall use, operate, and maintain the Property for the uses specified in the Urban Renewal Plan and (unless expressly waived in writing by the Grantor) for the specific use as follows:

The Property shall be used only for a first-class hotel, events center, public parking facilities, including incidental uses, constructed in accordance with the Scope of Development (Attachment 3 to the DDA) until September 1, 2017. The period of time from the date of issuance by the Grantor of a Certificate of Completion, pursuant to Section 323 of the DDA, until September 1, 2017, shall be referred to hereinafter as the "Use Covenant Period."

3. Prior to commencement of construction of the improvements as required in the DDA, and notwithstanding any provisions in the DDA to the contrary, the Grantee shall not enter into, create, or suffer any transfer of title, assignment, lien, or other encumbrance without the written consent of the Grantor. On or following commencement of construction of the improvements as required by the DDA, the following provisions of this paragraph shall apply.

Prior to the recordation by the Grantor of a Certificate of Completion of construction as provided in the DDA, the Grantee shall not, except as permitted by the DDA, assign or attempt to assign or lease the whole or any part of the Property (or any portion thereof) or of the improvements to be constructed thereon without the prior written approval of the Grantor. This prohibition shall not be applicable to a transfer provided under Section 107 of the DDA or to transfers to any entity or entities owned or controlled by the Grantee. This prohibition shall not apply to any of such Property (or any portion thereof) subsequent to the recordation of the Certificate of Completion with respect to the construction of the improvements thereon

or to a sale of any such Property (or any portion thereof) at foreclosure (or to a conveyance thereof in lieu of a foreclosure) pursuant to a foreclosure thereof by a lender approved by the Grantor under Section 317 of the DDA. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of such property or to prohibit or restrict the leasing of any part or parts thereof or of any improvements constructed thereon with respect to which a Certificate of Completion has been issued by the Grantor. Nothing in this paragraph prohibits the Grantee from entering into financing arrangements with the City of Boise for purposes of providing geothermal energy to the Property.

4. Subject to the provisions of Section 514 of the DDA, the Grantor shall have the right, at its option, to reenter and take possession of the Property hereby conveyed, or such portion thereof, with all improvements thereon, and to revest in the Grantor the estate conveyed to the Grantee (or its successor in interest), if after conveyance of title to the Property and prior to issuance by the Grantor of the Certificate of Completion of construction of the improvements pursuant to Section 323 of the DDA, the Grantee or successor in interest shall:

- a. fail to proceed with the construction of the improvements as required by the DDA for a period of ninety (90) days after written notice thereof from the Grantor; or
- b. abandon or substantially suspend construction of the improvements for a period of ninety (90) days after written notice of such abandonment or suspension from the Grantor; or
- c. transfer or suffer any involuntary transfer of the Property, or any part thereof, in violation of the DDA.

Such right to enter, repossess, and revest to the extent provided in the DDA shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

- a. any mortgage, deed of trust, or other security instrument of sale and leaseback or other conveyance for financing permitted by the DDA; or
- b. any rights or interests provided in the DDA for the protection of the holder of such mortgages, deeds of trust, or other security instruments, the lessor under a sale and leaseback, or the grantee under such other conveyance for financing.

Provided, nothing herein shall be deemed to impose upon the Grantor any affirmative obligations (by the payment of money, construction, or otherwise) with respect to the Property in the event of the Grantor's exercise of its rights under this paragraph 4.

Upon the revesting in the Grantor of title to the Property or any part thereof as provided in this paragraph 4, the Grantor shall, pursuant to its responsibilities under state law,

use its best efforts to resell the Property, or such portion thereof, as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Grantor), who will assume the obligation of making or completing the improvements, or such other improvements in their stead, as shall be satisfactory to the Grantor and in accordance with the uses specified for the Property, or such portion thereof, in the Urban Renewal Plan. Upon such resale of the Property, or such portion thereof, the proceeds thereof shall be applied:

- a. first, to reimburse the Grantor on its own behalf or on behalf of the City of Boise for all costs and expenses incurred by the Grantor, including, but not limited to, salaries to personnel in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Grantor from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation, assessment, or such charges during the period of ownership, then such taxes, assessments, or charges [as determined by the County assessing official] as would have been payable if the Property were not so exempt); any payments made or necessary to be made; any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Grantor by the Grantee; and
- b. second, to reimburse the Grantee up to the amount equal to: (1) the sum of the purchase price (or allocable to the portion thereof); plus (2) the costs incurred by the Grantee for the development of the Property and for the improvements existing on the Property at the time of the reentry and repossession; less (3) any gains or income withdrawn or made by the Grantee from the Property or the improvements thereon.

Any balance remaining after such reimbursements shall be retained by the Grantor as its property.

5. The Grantor shall have the additional right, at the Grantor's option, to repurchase, reenter, and take possession of the Property with all improvements thereon if after conveyance of title to the Property to the Grantee and prior to the issuance of the Certificate of Completion therefor the Grantee shall:

- a. fail to proceed with the construction of the improvements as required by this Agreement for a period of ninety (90) days after written notice thereof from the Grantor; or

- b. abandon or substantially suspend construction of the improvements for a period of ninety (90) days after written notice of such abandonment or suspension from the Grantor; or
- c. transfer or suffer any involuntary transfer of the Property or any part thereof in violation of the DDA.

Such right to repurchase, reenter, and repossess, to the extent provided in this paragraph, shall be subordinate to, subject to, and limited by and shall not defeat, render invalid, or limit:

- a. any mortgage, deed of trust, or other security instrument or sale and leaseback or other conveyance for financing permitted by the DDA; or
- b. any rights or interests provided in the DDA for the protection of the holder of such mortgages, deeds of trust, or other security instruments, the lessor under a sale and leaseback, or the grantee under such other conveyance for financing.

To exercise its rights to repurchase, reenter, and take possession with respect to the Property, the Grantor shall pay to the Grantee in cash an amount equal to:

- a. the purchase price therefor, if any, less the amounts tendered to the Developer as the nonrefundable Deposit set forth in Section 111 of the DDA paid to the Grantor for the Property; plus
- b. the costs incurred by the Grantee for on-site labor and materials for the construction of the improvements existing on the Property at the time of the repurchase, reentry, and repossession; less
- c. any gains or income withdrawn or made by the Grantee from the Property or the improvements thereon.

6. The Grantee covenants by and for itself, its heirs, executors, administrators, assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property; nor shall the Grantee itself, or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

All deeds, leases, or contracts made relative to the Property, improvements thereon, or any part thereof shall contain or be subject to substantially the following nondiscrimination clauses:

- a. in deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run the land."
- b. in leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:
- "That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the land herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein leased."
- c. in contract: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land."

7. No violation or breach of the covenants, conditions, restrictions, provisions, or limitations contained in this Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust, or other financing or security instrument permitted by the DDA; provided, however, any successor of the Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise.

8. Except as otherwise provided, the covenants contained in paragraph 2 of this Deed shall remain in effect until September 1, 2017. The covenants against discrimination contained in paragraph 6 of this Deed shall remain in effect in perpetuity. The covenants contained in paragraphs 3, 4, and 5 shall remain in effect until issuance of a Certificate of Completion pursuant to Section 323 of the DDA.

9. The covenants contained in paragraphs 2, 3, 4, 5, and 6 of this Deed shall be binding for the benefit of the Grantor, its successors and assigns, the City of Boise, the United States Department of Housing and Urban Development (to the extent it asserts such an interest in enforcing such covenants), and any successor in interest to the Property, or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors, and such aforementioned parties.

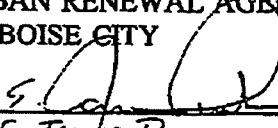
10. In the event of any express conflict between this Deed and the DDA, the provisions of this Deed shall control.

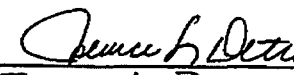
11. Any amendments to the Urban Renewal Plan which change the uses or development permitted on the Property as proposed in the DDA or otherwise change the restrictions or controls that apply to the Property or otherwise affect the Grantee's obligations or rights with respect to the Property shall require the written consent of the Grantee. Amendments to the Urban Renewal Plan applying to other property in the Project Area shall not require the consent of the Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this 3rd day of JANUARY, 1996.

GRANTOR:

URBAN RENEWAL AGENCY
OF BOISE CITY

By 
E. JAMES PARKINSON
Chairman

By 
JENICE L. DETRO
Secretary

The provisions of this Deed are hereby approved and accepted:

GRANTEE:

BLOCK 22 LLC

By WLC/WLOC IDENTITY LLC
JERRY JENKINS
Its MEMBER 1/3/96

By [Signature]
DIAMOND HOLDING LLC
Its MEMBER/MANAGER 1/3/96

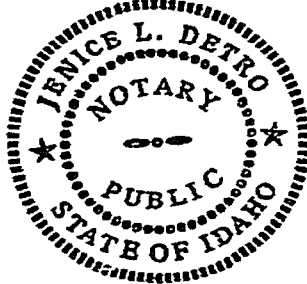
By S-Sixteen Limited Partnership
By [Signature]
Its Trustee for 4th Sole General Partner

ACKNOWLEDGEMENTS

STATE OF IDAHO)
) ss.
County of Ada)

On this 3rd day of January, 1996, before me, a notary Public, personally appeared E. James Parkinson, known or identified to me to be the Chairman of the URBAN RENEWAL AGENCY OF BOISE CITY, the public body, corporate and politic, that executed the within instrument, and acknowledged to me that he executed the same on behalf of said Urban Renewal Agency of Boise City.

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



Jenice L. Detro
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires January 22, 1996

STATE OF IDAHO)
) ss.
County of Ada)

On this 3rd day of JANUARY, 1996, before me, a notary Public, personally appeared Jenice L. Detro, known or identified to me to be the Board Secretary of the URBAN RENEWAL AGENCY OF BOISE CITY, the public body, corporate and politic, that executed the within instrument, and acknowledged to me that she executed the same on behalf of said Urban Renewal Agency of Boise City.

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



Tim Heaton
Notary Public for Idaho
Residing at BOISE
Commission Expires 9-22-99

1962001256

STATE OF IDAHO)
) ss.
County of Ada)

On this 3rd day of January, 1996, before me, a notary Public, personally appeared Jerry Jenkins, known or identified to me to be the Manager of WC/WLDC IDAHO LLC, the limited liability company that executed the within instrument, and acknowledged to me that they executed the same on behalf of said limited liability company.

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

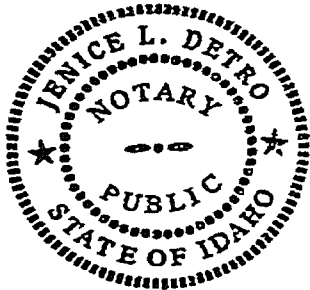


Jenice L. Detto
Notary Public for Idaho
Residing at Boise
Commission Expires January 22, 1996

STATE OF IDAHO)
) ss.
County of Ada)

On this 3rd day of January, 1996, before me, a notary Public, personally appeared W. Cord Pereira, known or identified to me to be the Manager of DIAMOND HOLDING LLC, the limited liability company that executed the within instrument, and acknowledged to me that they executed the same on behalf of said limited liability company.

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



Jenice L. Detto
Notary Public for Idaho
Residing at Boise
Commission Expires January 22, 1996

1953001257

STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of January, 1996, before me, a Notary Public in and for said State, personally appeared J. R. SIMPLOT, known to me to be the Trustee of the J. R. Simplot Self-Declaration of Revocable Trust, a trust registered in the Fourth Judicial District, State of Idaho, County of Ada, Instrument No. 3T-788, the sole general partner of S-Sixteen Limited Partnership, whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, as such Trustee.

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

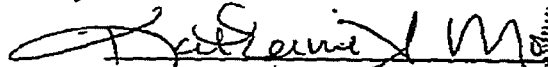

Notary Public for Idaho
Residing at: Boise ID
My Commission Expires: 5-20-99



EXHIBIT A

Condominium Unit Nos. 1, 2, 3, 4, and 5 as shown on the Condominium Plat of Block Twenty-Two Condominiums appearing in the records of Ada County, Idaho, as Instrument No. 98015003 and is defined and described in that certain Condominium Declaration for Block Twenty-Two Condominiums recorded in the records of Ada County, Idaho, as Instrument No. 98015004.

Condominium Unit Nos. 1401, 1402, 1403, 1404, 1405, 1406, 1501, 1502, 1503, 1504, 1505, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 101, 201 as shown on the Condominium Plat of Boulevard Two Fifty Five Condominiums appearing in the records of Ada County, Idaho, as Instrument No. 98015001 and is defined and described in that certain Condominium Declaration for Boulevard Two Fifty Five Condominiums recorded in the records of Ada County, Idaho, as Instrument No. 98015002.

Block 22 LLC
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF

FEE 150 DEPUTY *[Signature]*

1999 AU 16 PM 1:30

99081775

ORIGINAL

CERTIFICATE OF COMPLETION OF CONSTRUCTION OF IMPROVEMENTS

The Urban Renewal Agency of Boise City, aka Capital City Development Corporation, formerly known as the Boise Redevelopment Agency (the "Agency"), an independent public body corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho (Chapter 20, Title 50, Idaho Code), whose street address is 805 West Idaho, Suite 305, P. O. Box 987, Boise, Idaho 83701-0987, hereby certifies that all the required improvements, construction and redevelopment (collectively the "Project"), regarding the West Coast Hotel Project have been completed. BLOCK 22, LLC, having its principal office at P. O. Box 27, Boise, Idaho 83707-0027, is the developer of that certain real property described in Exhibit A annexed hereto and by this reference incorporated herein (the "Site"). The construction and completion of the Project on the Site have been completed in accordance with the provisions and conform with the uses specified in the Urban Renewal Plan (the "Plan") as amended and restated by the Agency and approved by the Boise City Council on December 6, 1994, for the Boise Central District, Urban Renewal Project I, Idaho R-4 and Project II, Idaho R-5, which Plan is incorporated herein by reference. The Project as constructed also met the requirements set forth in the Disposition and Development Agreement dated May 9, 1994, a First Implementation Agreement dated October 21, 1994, a Second Implementation Agreement dated February 13, 1995, a Third Implementation Agreement dated January 3, 1996, the Limited Guaranty Agreement dated January 3, 1996, an Air and Ground Rights Easement dated November 18, 1996, a Fourth Implementation Agreement dated March 10, 1997, and a Fifth Implementation Agreement dated August 25, 1997, (collectively the "DDA"), between the Agency and the Developer, which DDA is incorporated herein by reference.

Under Section 7003 of Attachment No. 3 to the DDA, and pursuant to Agency Resolution No. 739, approved on August 11, 1997, the Agency and Developer, on August 11, 1997, entered into an Agreement Relating to Operation, Maintenance and Management of the Boulevard Parking Facility and provided for the operation, maintenance and management of the Boulevard Parking Garage (the "Parking Agreement"). Under Section 7004 of Attachment 3 to the DDA and pursuant to Agency Resolution No. 759 approved on March 3, 1998, the Agency, Developer and Boulevard Two Fifty Five Condominium Association, on March 23, 1998, entered into the Parking Lease Agreement providing for the lease of certain parking spaces to Boulevard Two Fifty Five Condominium Association (the "Parking Lease Agreement"). Pursuant to the DDA and the Resolutions approving the DDA, the Developer issued its Promissory Note dated January 3, 1996, promising to pay the purchase price for the Site in the amount of \$250,000, of which the amount of \$225,000 remains unpaid. Such Promissory Note is secured by that certain Deed of Trust, Assignment of Rents, and Security Agreement dated January 3, 1996, as modified by the First Amendment to Deed of Trust, dated March 24, 1998 (hereinafter collectively referred to as the "Deed of Trust"). On March 24, 1998, pursuant to the DDA, the Developer did convey to the Agency Condominium Unit No. 4 as shown on the Condominium Plat of Block Twenty Two Condominiums appearing in the records of Ada County, Idaho, as Instrument No. 98015003 as is defined and described in that certain Condominium Declaration for Block Twenty Two Condominiums recorded in the records of Ada County, Idaho, as Instrument No. 98015004. Said unit constituting the public parking facility known as the Boulevard Garage.

This Certificate is issued in accordance with Section 323 of the Disposition and Development Agreement and only for said purposes of Section 323. This Certificate of Completion for the Project shall be a conclusive determination of the satisfaction of the agreements and requirements by both the Developer and the Agency as set forth in the DDA,

provided that the Agency does not hereby relinquish any right to enforce the covenants that survive such completion of construction and remain as terms of the DDA, or that certain deed dated January 3, 1996, conveying the Site to Block 22 LLC from the Agency.


Specifically such Certificate is issued subject to the following:

- a. The Parking Agreement;
- b. The Parking Lease Agreement;
- c. The Deed of Trust;
- d. Deed conveying the Site to Block 22 LLC, dated January 3, 1996.

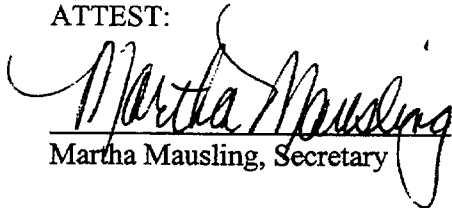
In addition, such Certificate of Completion does not release the Developer from any modifications to the Parking Agreement and the Parking Lease Agreement as required to comply with the Agency's Private Use covenants and Parking Management Plan.

DATED this 12th day of July, 1999.

URBAN RENEWAL AGENCY OF BOISE CITY,
aka CAPITAL CITY DEVELOPMENT
CORPORATION

By 
Kevin McKee
Its Chairman

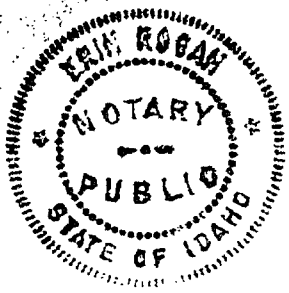
ATTEST:


Martha Mausling, Secretary

STATE OF IDAHO)
) ss:
County of Ada)

On this 12th day of July, 1999, before me, Erin Rogan, a notary public in and for said state, personally appeared **KEVIN McKEE** and **MARTHA MAUSLING**, known to me to be the Chairman and Secretary of Urban Renewal Agency of Boise City, aka Capital City Development Corporation, who executed the within and foregoing instrument, and acknowledged to me that Capital City Development 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.



Erin Rogan
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 07/31/00

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

MEMORANDUM OF
LIMITED GUARANTY AGREEMENT
BY AND BETWEEN

THE URBAN RENEWAL AGENCY OF THE CITY OF BOISE AKA
THE CAPITAL CITY DEVELOPMENT CORPORATION AND
BLOCK 22, LLC.

196 Capital City Development
FEB 22 PM 3 03
15:29
J. Weiskin

1980001308

This Memorandum ("Memorandum") is entered into as of the 4th day of JANUARY 1996, by and between the Urban Renewal Agency of the City of Boise aka the Capital City Development Corporation, ("The Agency"), and Block 22, LLC ("The Developer").

1. Limited Guaranty Agreement.

On the 3rd day of January, 1996, the Agency and the Developer entered into that certain Limited Guaranty Agreement providing for payment by Developer of in lieu of taxes to provide sufficient funds to allow the Agency to pay the required debt service for its Parking Revenue and Revenue Allocation (Tax Increment) Bonds, Series 1995A. All of the covenants set forth in the Agreement shall be appurtenant and shall run with the land and shall be binding upon Developer's heirs, successors, and assigns. The Property upon which the obligation attaches is described in Exhibit A attached hereto.

2. Limited Guaranty Agreement Incorporated.

All of the terms, conditions, and covenants of the Limited Guaranty Agreement, that may be inspected at the offices of the Agency, 800 West Idaho Street, Suite 304, Boise, Idaho 83702, or the offices of the Developer, Block 22 LLC, 300 Plaza 600 Building, Seattle, Washington 98101, are hereby incorporated herein by this reference and notice is hereby given of the terms and conditions thereof.

3. Claim of Interest.

The Property which Developer has acquired title to, shall automatically be subject to, and encumbered and bound by the Limited Guaranty Agreement and each and every provision thereof from and after the date of such recordation, and subject to any existing easements, restrictions, agreements or other matters of record or record notice on the date thereof.

1950001309

4. Counterparts.

This Memorandum may be executed in counterparts, which, together, constitute one complete integrated agreement, evidenced by the signature of the parties hereto.

Dated this 14th day of February, 1996.

"AGENCY"

THE URBAN RENEWAL AGENCY OF
BOISE CITY

ATTEST:

By [Signature]
Chairman

By [Signature]
Secretary

"DEVELOPER"

BLOCK 22 LLC

By: S-Sixteen Limited Partnership, Member
By: J. R. Simplot Self-Declaration of
Revocable Trust, General Partner

Dated this 14th day of February, 1996.

By [Signature]
J. R. Simplot, Trustee

By: Diamond Holding LLC, Member

Dated this 5th day of February, 1996.

By [Signature]
W. Cord Pereira, Manager

By: WC/WLDC Idaho, LLC, Member

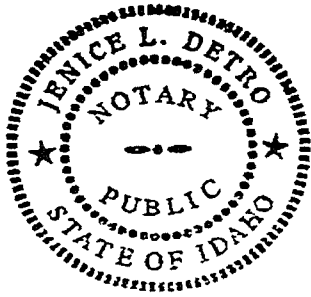
Dated this _____ day of _____, 1996.

By [Signature] 1/30/96
Jerry Jenkins, Manager

STATE OF IDAHO)
) ss:
County of Ada)

On this 14th day of February, 1996, before me, a notary public in and for said county and state, personally appeared **E. JAMES PARKINSON**, known or identified to me to be the Chairman of the URBAN RENEWAL AGENCY OF BOISE CITY, the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of such public body, corporate and politic, 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.

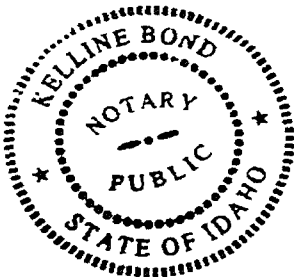


Jenice L. Detro
Notary Public for Idaho
Residing at: Boise
My Commission Expires: January 22, 2002

STATE OF IDAHO)
) ss:
County of Ada)

On this 14th day of February, 1996, before me, a notary public in and for said county and state, personally appeared **J. R. SIMPLOT**, known or identified to me to be the Trustee of J. R. Simplot Self-Declaration of Revocable Trust the sole general partner of S-Sixteen Limited Partnership, a Member of BLOCK 22 LLC the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of BLOCK 22 LLC.

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

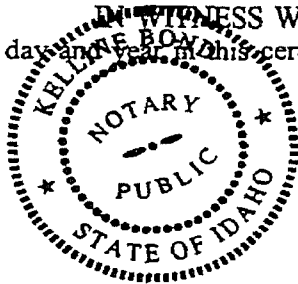


Kelline Bond
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 10-13-98

STATE OF IDAHO)
) ss:
County of Ada)

On this 8th day of February 1996, before me, a notary public in and for said county and state, personally appeared **W. CORD PEREIRA**, Manager of Diamond Holding LLC, a Member of BLOCK 22 LLC, the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of BLOCK 22 LLC.

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

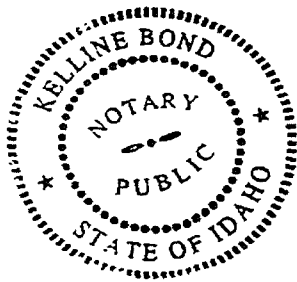


Kelline Bond
Notary Public for Idaho
Residing at: Burse, Idaho
My Commission Expires: 12-13-98

STATE OF IDAHO)
) ss:
County of Ada)

On this 30th day of January 1996, before me, a notary public in and for said county and state, personally appeared **JERRY JENKINS**, a Manager of WC/WLDC Idaho, a Member of BLOCK 22 LLC, the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of BLOCK 22 LLC.

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



Kelline Bond
Notary Public for Idaho
Residing at: Burse, Idaho
My Commission Expires: 10-13-98

1950001312

DESCRIPTION
FOR
C.C.D.C./BLOCK 22 L.L.C.

A parcel of land situated in the NE¼ of Section 10, T.3N., R.2E., B.M., Ada County, Idaho, being a portion of vacated Grove Street, vacated 8th Street, the vacated alley in Block 22 of the Boise City Original Townsite, and Lots 1 thru 6, Lots 8 thru 12 and a portion of Lot 7 of Block 22 of the Boise City Original Townsite, more particularly described as follows:

BEGINNING at the Northeasterly corner of said Block 22, a point marked by a 5/8" iron pin; thence along the Easterly line of said Block 22

South 35°13'30" West 260.27 feet to the Southeasterly corner of said Block 22, marked by a 5/8" iron pin; thence along the Southerly line of said Block 22 and its extension

North 54°47'10" West 319.91 feet to a point, marked by a 5/8" iron pin; thence along a line that is 20.00 feet Westerly of and parallel to the Westerly line of said Block 22

North 35°12'30" East 212.12 feet to a point, marked by a 5/8" iron pin; thence leaving said parallel line and along a curve to the left whose radius is 100.00 feet, whose length is 95.93 feet, whose central angle is 54°57'53" and whose long chord bears

North 86°12'13" East 92.30 feet to a point, marked by a 5/8" iron pin; thence along a line that is 10.00 feet Northerly of and parallel to the Northerly line of said Block 22

South 54°47'58" East 248.27 feet to an iron pin on the extended Southeasterly boundary of the said Block 22; thence along the said Southeasterly boundary

South 35°13'30" West 10.00 feet to THE POINT OF BEGINNING.

Said parcel contains 1.921 acres, more or less.



9/2/52

EXHIBIT A

AIR AND GROUND RIGHTS EASEMENT

This Air and Ground Rights Easement is made by and between the Urban Renewal Agency of Boise, also known as Capital City Development Corporation (the "Agency") and Block 22 LLC, an Idaho limited liability company (the "Developer") whose address is P.O. Box 27, Boise, Idaho 83707 and is entered into as of this 18th day of November, 1996.

RECITALS:

A. WHEREAS, in the implementation of the Amended and Restated Urban Renewal Plan Approved by the Boise City Council, Effective December 6, 1994 (the "Redevelopment Plan") for the Developer's Redevelopment project, the Agency entered into a Disposition and Development Agreement with the Developer dated May 9, 1994; a First Implementation Agreement dated October 21, 1994; a Second Implementation Agreement dated February 13, 1995; and a Third Implementation Agreement dated January 3, 1996 (collectively referred to herein as the "DDA"), providing for the purchase and development of certain real property (the "Site") by the Developer. A description of the Site is attached hereto as Exhibit A;

B. WHEREAS, the Developer has commenced construction upon the Site for the Developer's Improvements, all as more particularly described in the DDA;

C. WHEREAS, since the commencement of construction, the Developer has proposed a Revised Scope of Development differing from the Scope of Development set forth in the DDA;

D. WHEREAS, the Revised Scope of Development includes the addition of several levels of hotel/residential units and reorientation of the hotel facility with portions thereof located on and portions thereof overhanging certain real property owned by the Agency and commonly referred to as the "Grove";

E. WHEREAS, those portions of the Grove owned by Agency and upon which, pursuant to the terms hereof, Developer is granted the right to locate improvements on and above is more particularly described on Exhibit B attached hereto and is hereinafter referred to as the "Encroachment Area";

NOW, THEREFORE, in consideration of the easements granted and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Air Rights Easement. Agency does hereby declare, grant, create and establish for the benefit and use of Developer, or any successive owner of the real property described in Exhibit A, a perpetual, nonexclusive easement in the air space over the Encroachment Area to the extent reasonably necessary to accommodate the construction,

AIR AND GROUND RIGHTS EASEMENT - 1

96100243
IDAHO RECORDER
DAVID SAVARRO
BOISE ID
Block 22
LLC
96 DEC 6 AM 10:24
RECORDED AT THE REQUEST OF

location and maintenance of that part of the Developer Improvements as extend over and above the Encroachment Area.

2. Grant of Ground Support Easement. Agency does hereby declare, grant, create and establish for the benefit and use of Developer, or any successive owner of the Site as described in Exhibit B an exclusive easement within the Encroachment Area, as more particularly depicted on Exhibit C hereto in order to install, locate and maintain the necessary footings, columns and foundations for that portion of the Developer Improvements to be built and extending over the Encroachment Area, subject, however, to all existing easements now existing on the Encroachment Area.

3. Damages and Indemnity. In exercising the rights granted under the terms hereof and satisfying the obligations imposed herein, Developer shall take every precaution to avoid unlicensed encroachment upon and interference with and damage to the Encroachment Area and other improvements on the Encroachment Area and all surface and subsurface electric, gas, telecommunication and other utility lines, water and sewer pipes, storm and/or runoff collection, retention and distribution facilities, landscaping and sprinkler systems, and, if such are disturbed or harmed in any way by Developer's activities, Developer shall, at its sole cost, repair any and all such damage. Developer hereby covenants and agrees to defend, indemnify and hold harmless the Agency and its officers, employees, representatives, agents, successors and assigns (hereinafter, collectively the "Indemnitees") from all claims, losses, expenses, liens (including, without limitation, liens or claims for services rendered or labor or materials furnished), encumbrances, liabilities, penalties, judgments, settlements, fines, losses, damages, proceedings, actions (civil, criminal or administrative, and whether brought by any governmental entity or nongovernmental entity or person), and costs, including, without limitation, attorneys fees, court costs, consultant fees, expert fees, and other litigation related expenses (hereinafter, collectively the "Claims"), brought against, imposed upon, suffered by or paid by Indemnitees and arising out of or in connection with or resulting from (i) excavation and construction activities; (ii) acts of omission or commission or negligence of Developer or Developer's employees, contractors, subcontractors, consultants, agents, officers, employees, or assigns; (iii) damage to Agency's property; (iv) damage to Developer's property; (v) damage to any third party's property; or (vi) injury to any person or persons, including accidental injury or death. The foregoing shall not include Claims resulting solely from the negligence or willful act or omission of the Agency. The foregoing indemnity shall survive and continue after the execution hereof and the termination or revocation of the easements granted hereunder.

4. Duty of Maintenance. Developer or any subsequent owner of the Site described in Exhibit A, shall have the duty and obligation to at all times maintain the footings, columns and foundations erected on the Encroachment Area and that portion of the Developer Improvements built over the Encroachment Area.

5. Easements Run With Agency Property. The easements hereby granted to Developer shall be easements running with the Agency property for the benefit of the Site

and shall be binding upon Agency and its successors and assigns and successive owners of the Encroachment Area and inure to the benefit of the Developer and its successors and assigns and successive owners of the Site. The easements granted under this instrument shall continue so long as the Developer Improvements, as they are to be constructed pursuant to the DDA, remain in existence.

6. Restrictions, Covenants and Indemnities Run With the Site. The restrictions, covenants and indemnities hereby imposed in connection with the construction and maintenance of the subject Developer Improvements (collectively the "Restrictions") shall run with the Site for the benefit of the Encroachment Area and shall be binding upon the Developer and its successors and assigns and all successive owners of the Site and shall inure to the benefit of the Agency and its successors and assigns and all successive owners of the Encroachment Area. The Restrictions shall be perpetual obligations of the owners of the Site and shall run, notwithstanding any termination, expiration or revocation of the terms of the easements, until satisfied in accordance with the terms hereof.

7. Nonwaiver. No failure to exercise and no delay in exercising any right, power, or privilege on the part of any parties shall constitute a waiver of any other or further exercise thereof or the exercise of any right, power, or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. No waiver of any of the provisions of this instrument shall be deemed or shall constitute a waiver of any other provisions whether or not similar, nor shall any constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. Notwithstanding the terms hereof, in the event of a conflict between the terms hereof and the terms and provisions of the DDA regarding construction, maintenance and further obligations of the Developer regarding the Developer Improvements, the terms and provisions of the DDA shall be controlling. All terms and provisions of the DDA regarding Developer Improvements, including, without limitation, required insurance, prior approval of plans and specifications, and maintenance obligations shall apply with respect to the construction, location and maintenance of the improvements and activities of the Developer contemplated by the terms hereof with full force and effect as if set forth in full herein.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.

9. Time of the Essence. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof and that the failure to timely perform any of the obligations hereunder shall constitute a breach and default under this instrument by the parties so failing to perform.

10. Amendment. This instrument may be amended or modified only by a written instrument executed by the party or parties asserted to be bound thereby.

11. Counterparts. This instrument may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This instrument shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

IN WITNESS WHEREOF, the Agency and the Developer have entered into this instrument as of the day and year first above written.

"AGENCY"

URBAN RENEWAL AGENCY
OF BOISE CITY

By E. [Signature]
Its Chairman

By [Signature]
Its Secretary *apn*

"DEVELOPER"

BLOCK 22 LLC

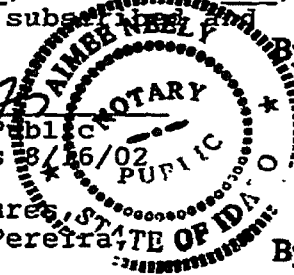
By S-SIXTEEN LIMITED
PARTNERSHIP, Member

J. R. Simplot, Self-Declaration of
Revocable Trust, General Partner

By: Charles E. Morey
~~J. R. Simplot, Trustee~~
Charles E. Morey, Authorized Agent

In the State of Idaho, county of Ada,
On December 2, 1996, subscribed and
affirmed before me.

Aimee Neely
Aimee Neely, Notary Public
My commission expires 8/16/02



By DIAMOND HOLDING LLC,
Member

W. Cord Pereira
W. Cord Pereira, Manager

Notary of the signature,
Charles Morey, Cord Pereira,
Jerry Jenkins.

By WC/WLDC IDAHO, LLC, Member

*Charles Morey, Agent for S-Sixteen
United Partnership;*
Cord Pereira, President of Diamond Holdings, LLC

[Signature] 11/21/96
Jerry Jenkins, Manager

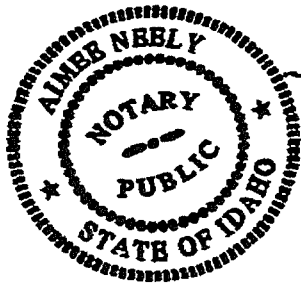
AIR AND GROUND RIGHTS EASEMENT - 4

Jerry Jenkins, Agent for WC/WLDC Idaho, LLC
- end - Aimee Neely

In the State of Idaho:
County of Ada:

On this 6th day of December, 1996

E. James Perkinson personally appeared before
me and sufficiently proved and affirmed
before me his signature to be true and contained
within this legal document. He further affirmed
that he is the Chairman of the Urban Renewal
Agency of Boise City and is empowered to
act as its agent.



Aimee Neely

AIMEE NEELY
NOTARY PUBLIC, MY COMMISSION
EXPIRES AUG 19, 2002

EXHIBIT A

LEGAL DESCRIPTION
FOR
C.C.D.C./BLOCK 22 LLC

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, T.3N., R.2E., B.M., Ada County, Idaho, being a portion of vacated Grove Street, vacated 8th Street, the vacated alley in Block 22 of the Boise City Original Townsite, and Lots 1 thru 6, Lots 8 thru 12 and a portion of Lot 7 of Block 22 of the Boise City Original Townsite, more particularly described as follows:

BEGINNING at the Northeasterly corner of said Block 22, a point, marked by a 5/8" iron pin; thence along the Easterly line of said Block 22

South 35°13'30" West 260.27 feet to the Southeasterly corner of said Block 22, marked by a 5/8" iron pin; thence along the Southerly line of said Block 22 and its extension

North 54°47'10" West 319.91 feet to a point, marked by a 5/8" iron pin; thence along a line that is 20.00 feet Westerly of and parallel to the Westerly line of said Block 22

North 35°12'30" East 212.12 feet to a point, marked by a 5/8" iron pin; thence leaving said parallel line and along a curve to the left whose radius is 100.00 feet, whose length is 95.93 feet, whose central angle is 54°57'53" and whose long chord bears

North 86°12'13" East 92.30 feet to a point, marked by a 5/8" iron pin; thence along a line that is 10.00 feet Northerly of and parallel to the Northerly line of said Block 22

South 54°47'58" East 248.27 feet to an iron pin on the extended Southeasterly boundary of the said Block 22, thence along the said Southeasterly boundary

South 35°13'30" West 10.00 feet to **THE POINT OF BEGINNING**,

Said parcel contains 1.921 acres, more or less.



**TEALEY'S LAND
SURVEYING**

109 South 4th Street Boise, Idaho 83702

(208) 385-0636

Fax (208) 385-0696

Project No.: 1538

Date: November 13, 1996

DESCRIPTION
FOR
C.C.D.C./BLOCK 22 L.L.C.
GROVE EASEMENT

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, T.3N., R.2E., B.M., Ada County, Idaho, being a portion of vacated Grove Street, vacated 8th Street, and a portion of Lot 7 of Block 22 of the Boise City Original Townsite, more particularly described as follows:

COMMENCING at the Northeasterly corner of said Block 22, a point marked by a 5/8" iron pin; thence along the Easterly line of said Block 22

South 35°13'30" West 260.27 feet to the Southeasterly corner of said Block 22, marked by a 5/8" iron pin; thence along the Southerly line of said Block 22 and its extension

North 54°47'10" West 319.91 feet to a point, marked by a 5/8" iron pin; thence along a line that is 20.00 feet Westerly of and parallel to the Westerly line of said Block 22

North 35°12'30" East 212.12 feet to **THE POINT OF BEGINNING**, marked by a 5/8" iron pin; thence along a line that is radial to a curve with a 100' radius

North 23°40'17" East 14.00 feet to a point; thence along a curve to the left whose radius is 86.00 feet, whose central angle is 54°57'12", whose length is 82.48 feet and whose long chord bears

North 86°11'41" East 79.36 feet to a point on a line that is radial to a curve with a 100' radius

South 31°16'55" East 14.00 feet to a point; thence along a curve to the right whose radius is 100.00 feet, whose central angle is 54°57'12" (formerly 54°57'53"), whose length is 95.91 feet (formerly 95.93 feet) and whose long chord bears

South 86°11'41" West 92.28 feet (formerly South 86°12'13" West 92.30 feet) to **THE POINT OF BEGINNING**



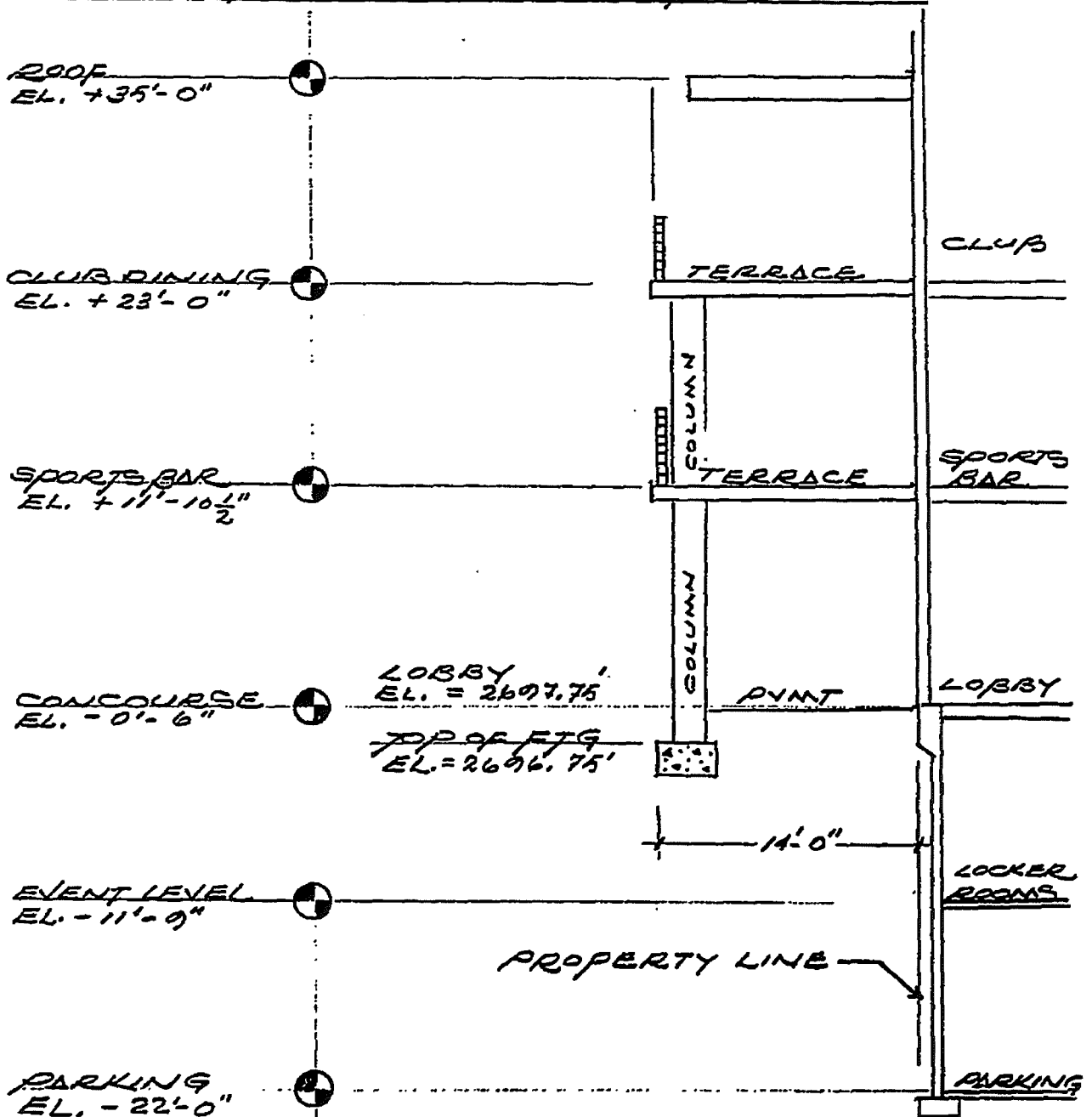
EXHIBIT B

AIR AND GROUND RIGHTS EASEMENT

Sheet 1 of 2

AIR & GROUND RIGHTS EASEMENT

PARTIAL BLDG SECTION AT GROVE



- NOTES:
1. BM EL. = 2692.73'
 2. EL. 0'-0" = 2692.25'

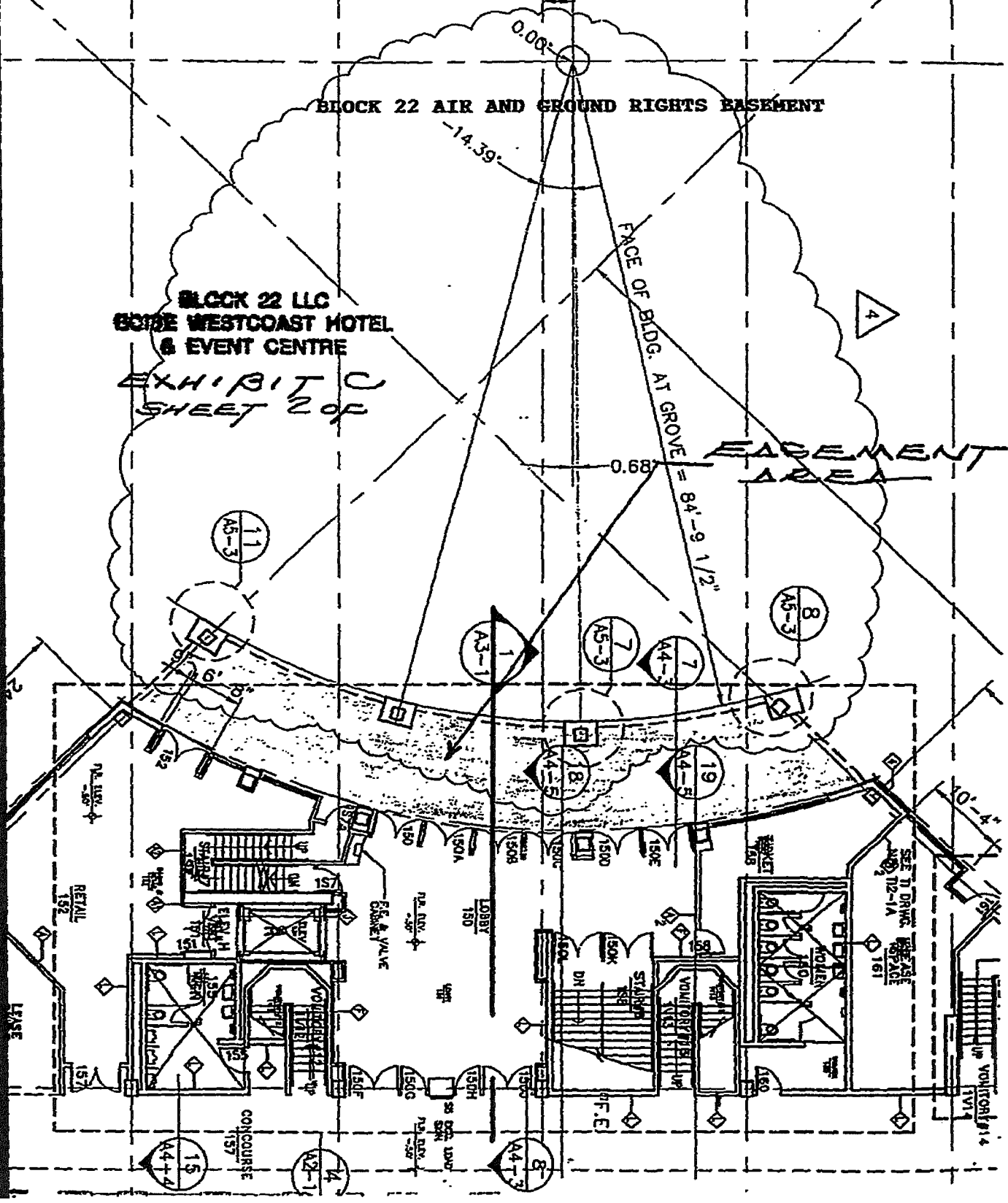
25'-0" 25'-0" 25'-0" 25'-0" 25'-0"

BLOCK 22 LLC
EDGE WESTCOAST HOTEL
& EVENT CENTRE
EXHIBIT C
SHEET 2 OF

BLOCK 22 AIR AND GROUND RIGHTS EASEMENT

EASEMENT

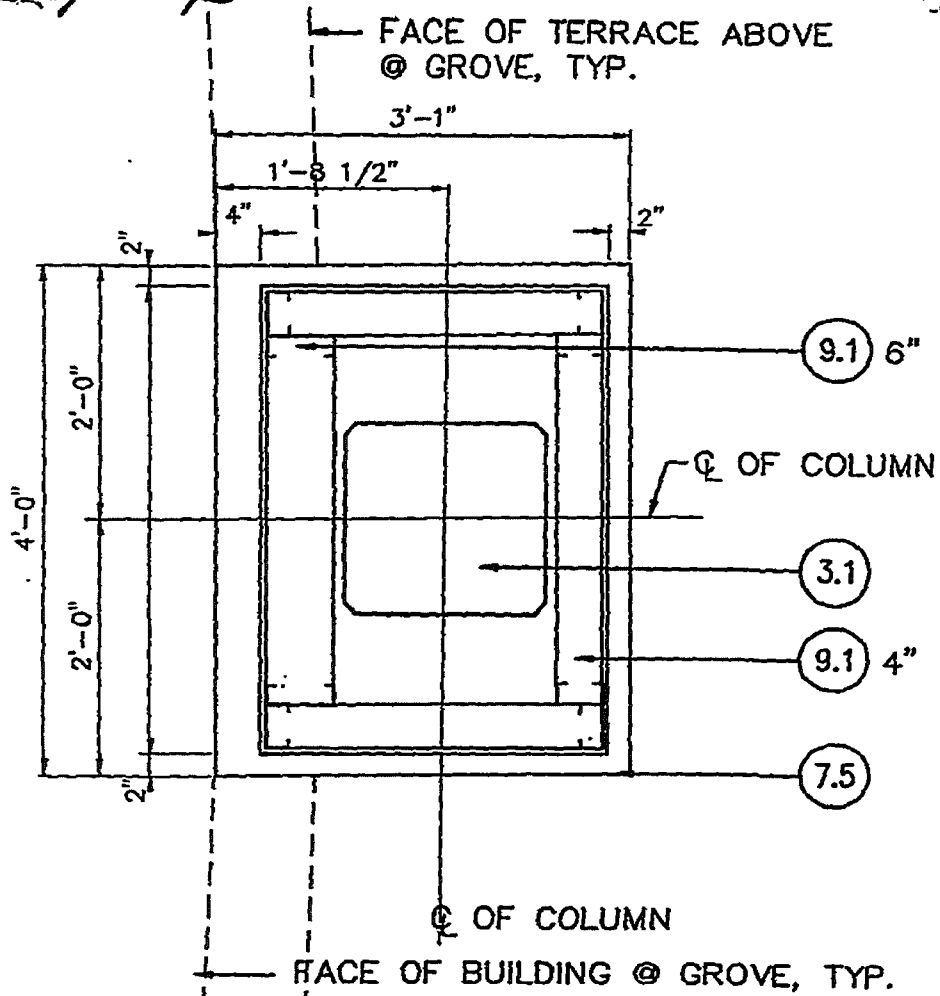
FACE OF BLDG. AT GROVE = 84'-9 1/2"



BLOCK 22 AIR AND GROUND RIGHTS EASEMENT

BLOCK 22 LLC
BOISE WESTCOAST HOTEL
& EVENT CENTRE

EXHIBIT C
SHEET 3 OF



DETAIL @ COLUMN

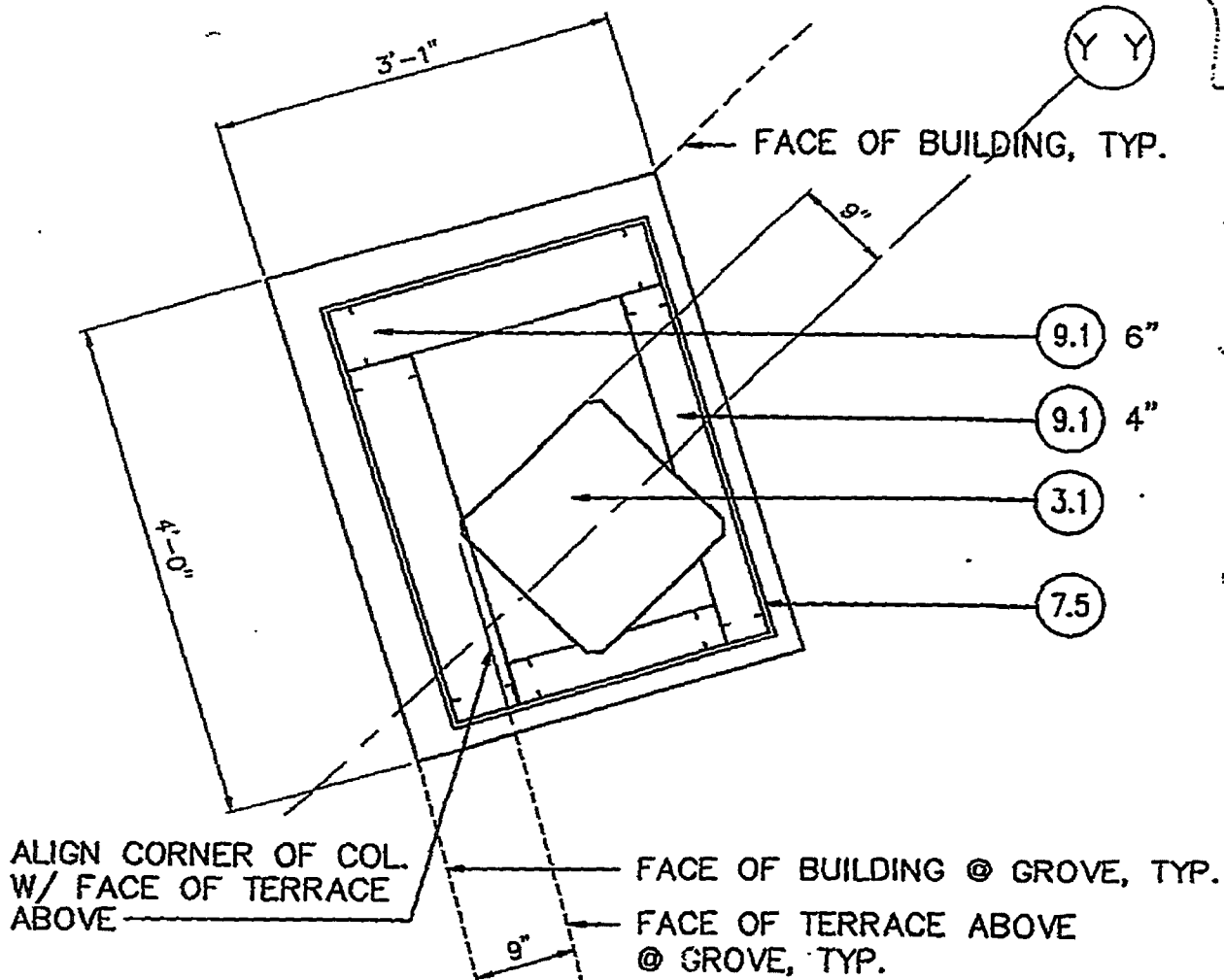
SCALE: 3/4" = 1'-0"

7

A1-1 | A5-3



A5-3



DETAIL @ COLUMN

SCALE: 3/4" = 1'-0"

8
A1-1 | A5-3

4

BLOCK 22 LLC
BOISE WESTCOAST HOTEL
& EVENT CENTRE
EXHIBIT C
SHEET 4 OF

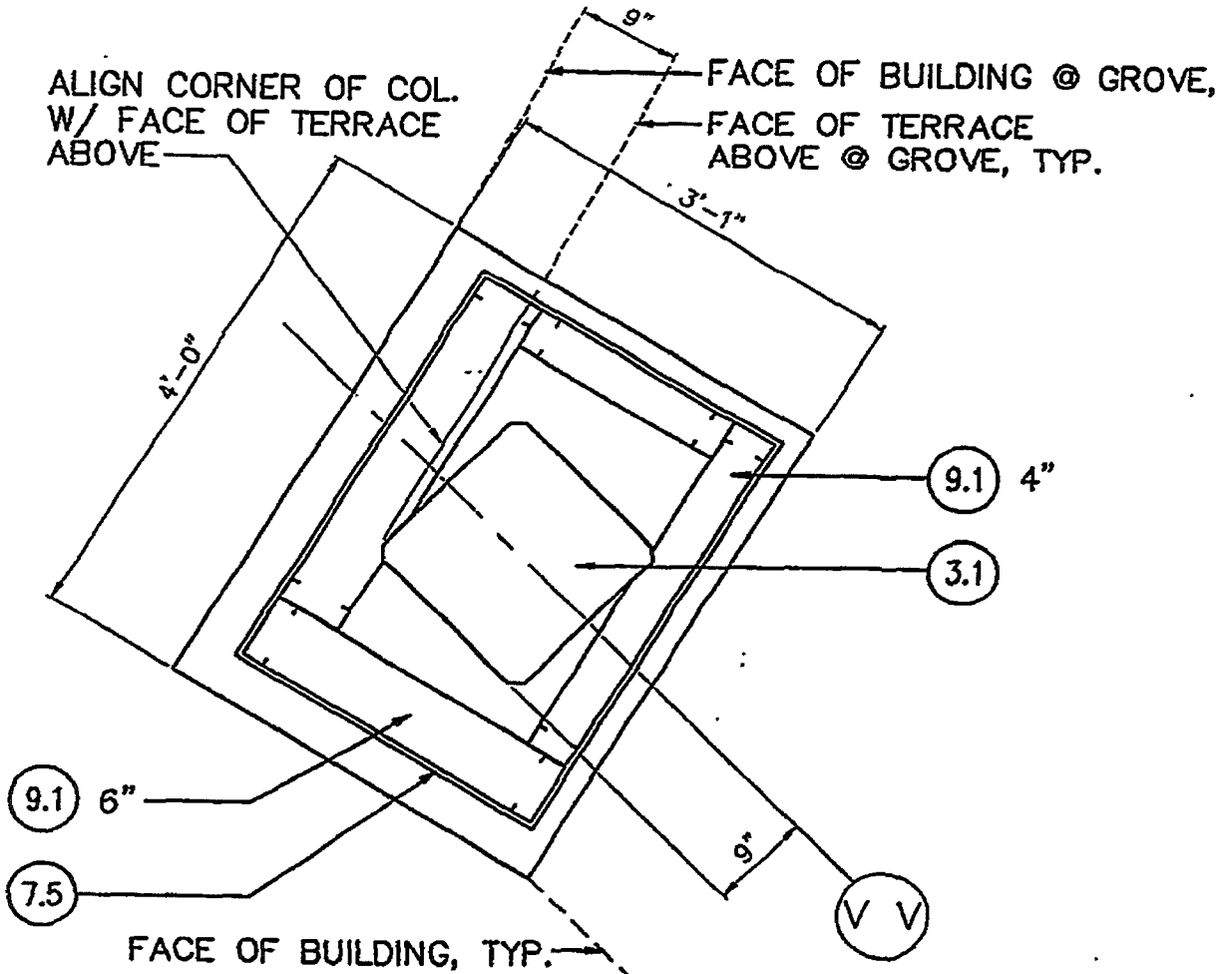
BLOCK 22 AIR AND GROUND RIGHTS EASEMENT

(A5-3)

BLOCK 22 AIR AND GROUND RIGHTS EASEMENT

BLOCK 22 LLC
BOISE WESTCOAST HOTEL
& EVENT CENTRE

EXHIBIT C
SHEET 50F.



DETAIL @ COLUMN

SCALE: 3/4" = 1'-0"

11

A1-1 | A5-3

4

A5-3

BLOCK 22 AIR AND GROUND RIGHTS EASEMENT

RIM=97.84'

BLOCK 22 LLC
BOISE WESTCOAST HOTEL
& EVENT CENTRE

EXHIBIT C
SHEET 6 OF

TING TREE
GRATES

EDGE OF TERRACE
ABOVE

VE

EXISTING
STAIRS

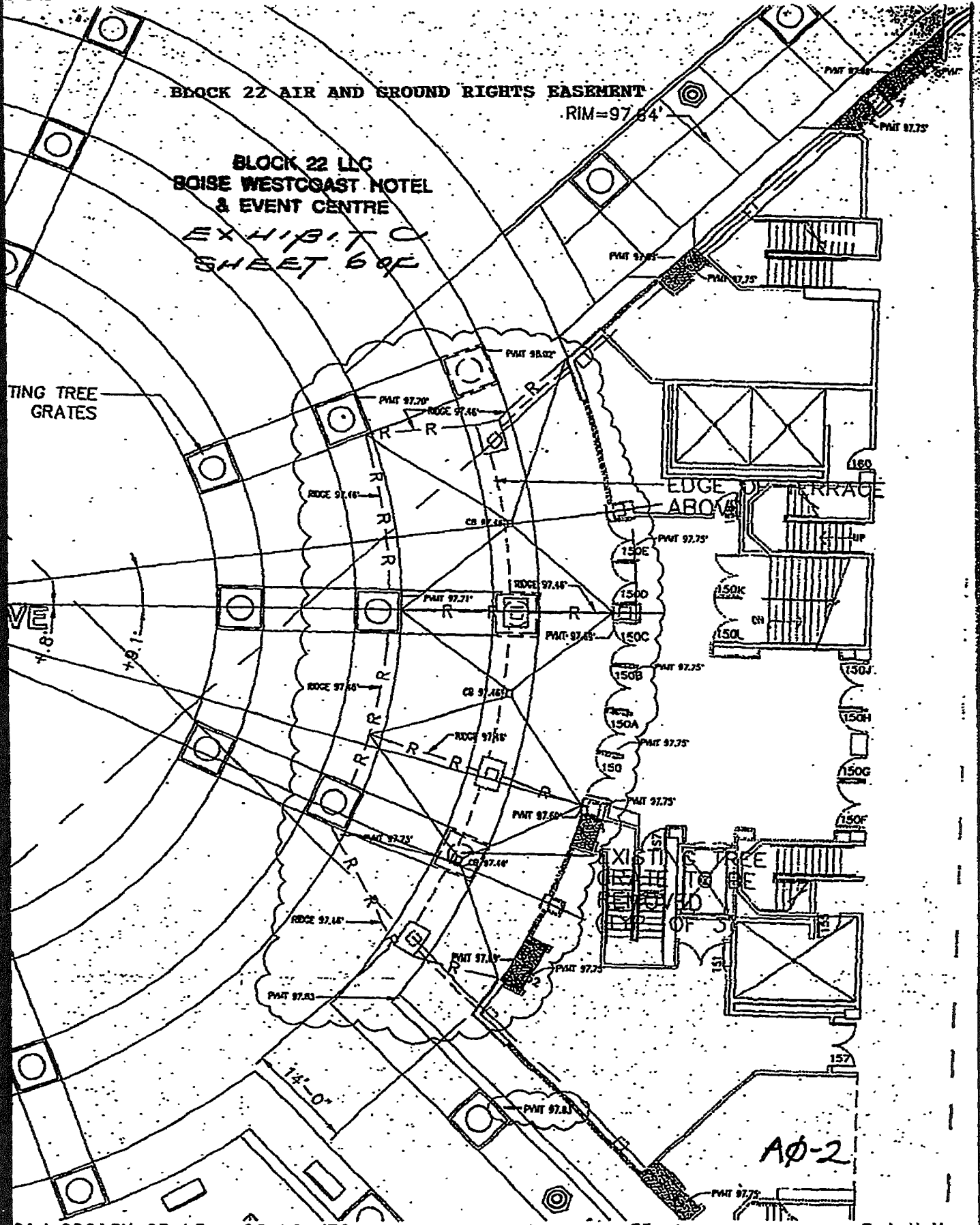
A0-2

SEP 04 96 14:18 NO. 008 P.O.

SEP 04 96

ID:--

H N T B



CERTIFICATE OF SURVEYOR

I, PATRICK A. TEALEY, PLS NO. 4347, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS IN ACCORDANCE WITH THE LAWS OF IDAHO RELATING TO SURVEYS.



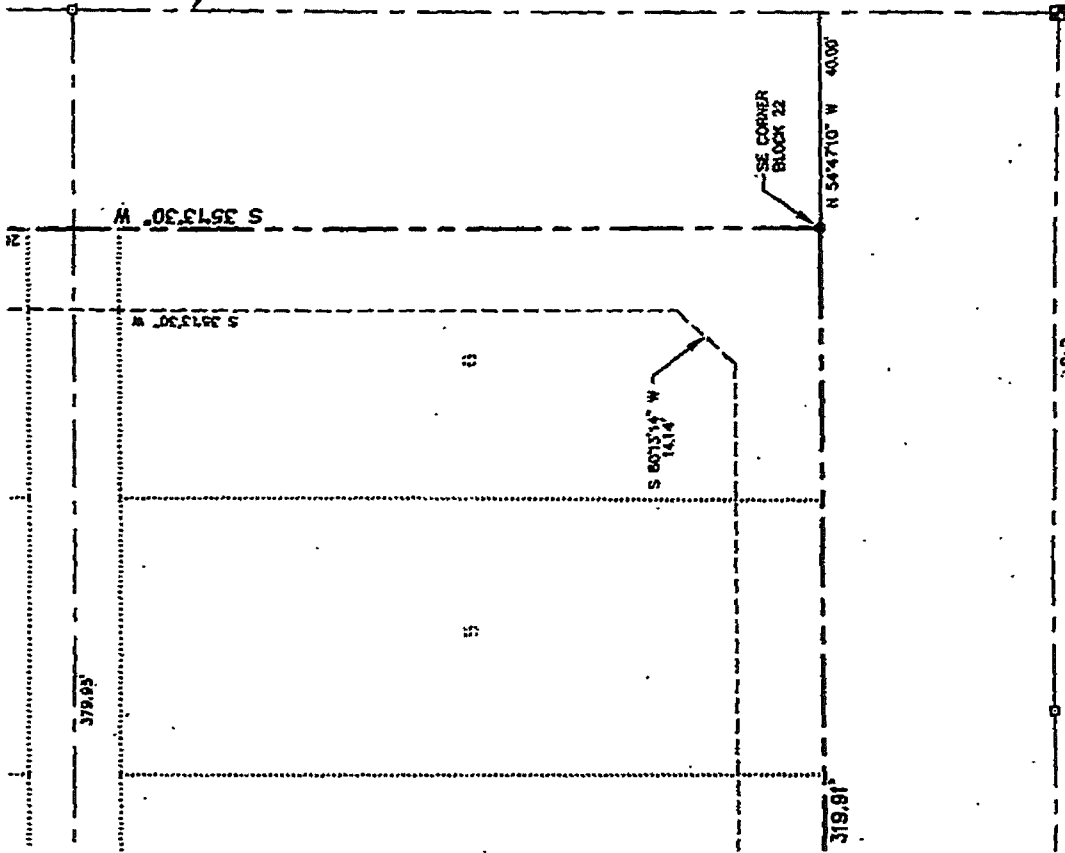
CURVE DATA

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C-1	100.00'	85.91'	82.28'	N 86°11'41" E	54°37'12"
C-2	5400.00'	128.62'	128.61'	S 50°06'14" E	0°21'03"
C-3	100.00'	18.98'	18.94'	N 81°17'07" E	10°51'56"
C-4	88.00'	82.48'	79.38'	N 86°11'41" E	54°37'12"

EXHIBIT B
AIR AND GROUND RIGHTS
EASEMENT

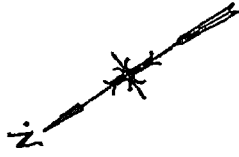
SHEET 2 of 2

C/L NORTH C



SURVEY FOR BLOCK 22, C.C.D.C.

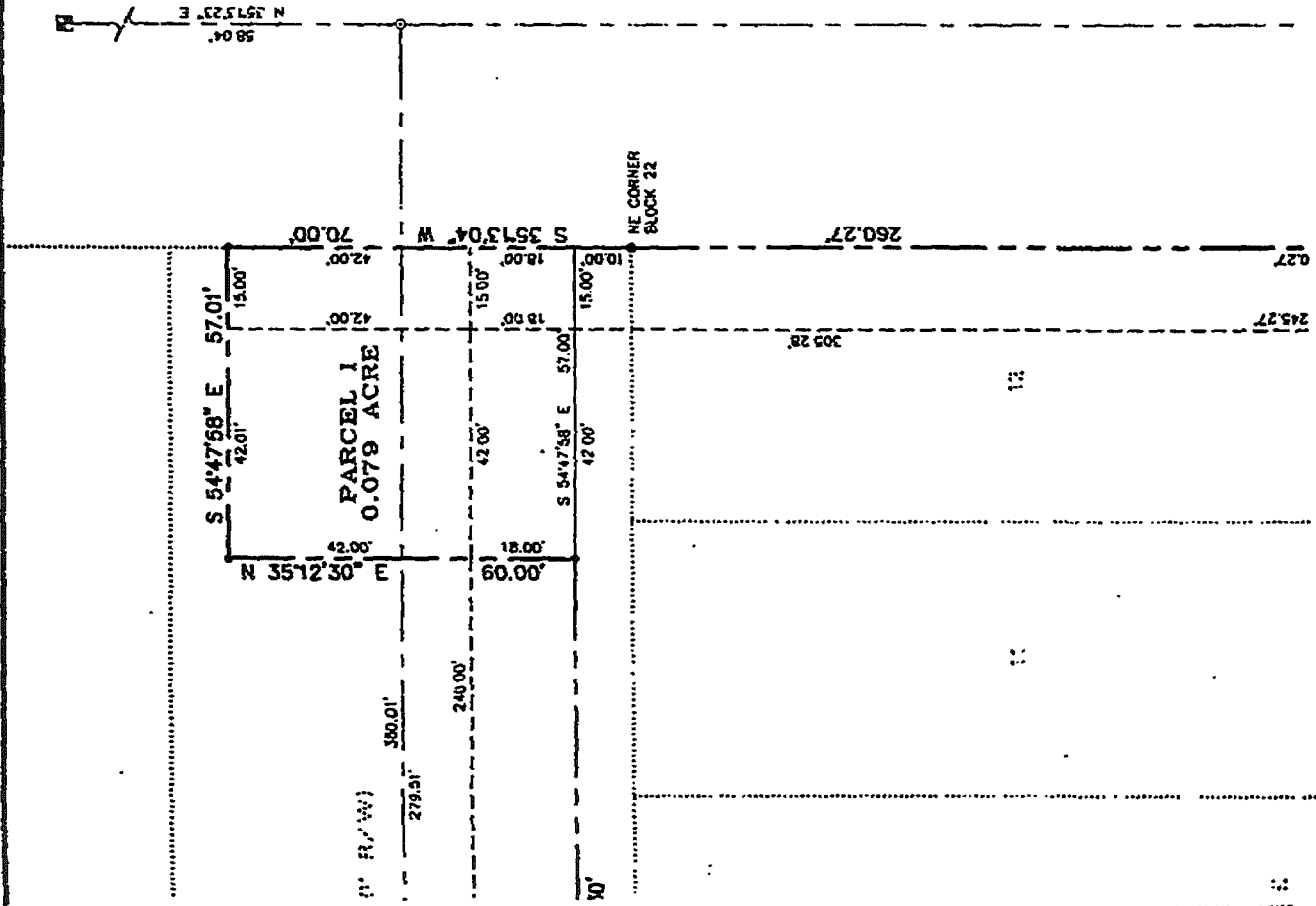
A PORTION OF VACATED WEST GROVE STREET, VACATED NORTH 8th ST
VACATED ALLEY, ALL OF LOTS 1 THRU 6 AND 8 THRU 12 AND A PORTION
LOT 7 OF BLOCK 22, B.C.O.T.
LYING IN THE NE 1/4, SECTION 10, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO



LEGEND

- BOUNDARY LINE
- - - EASEMENT BOUNDARY
- CENTER LINE
- ⊙ FOUND BRASS CAP
- ⊠ FOUND ALUMINUM CAP
- FOUND 5/8" IRON PIN
- SET 5/8" X 30" IRON PIN w/CAP
- FOUND 1/2" IRON PIN
- SET 1/2" X 24" IRON PIN w/CAP
- CALCULATED POINT - NOT SET

LPTOL BOULEVARD(60' R/W)



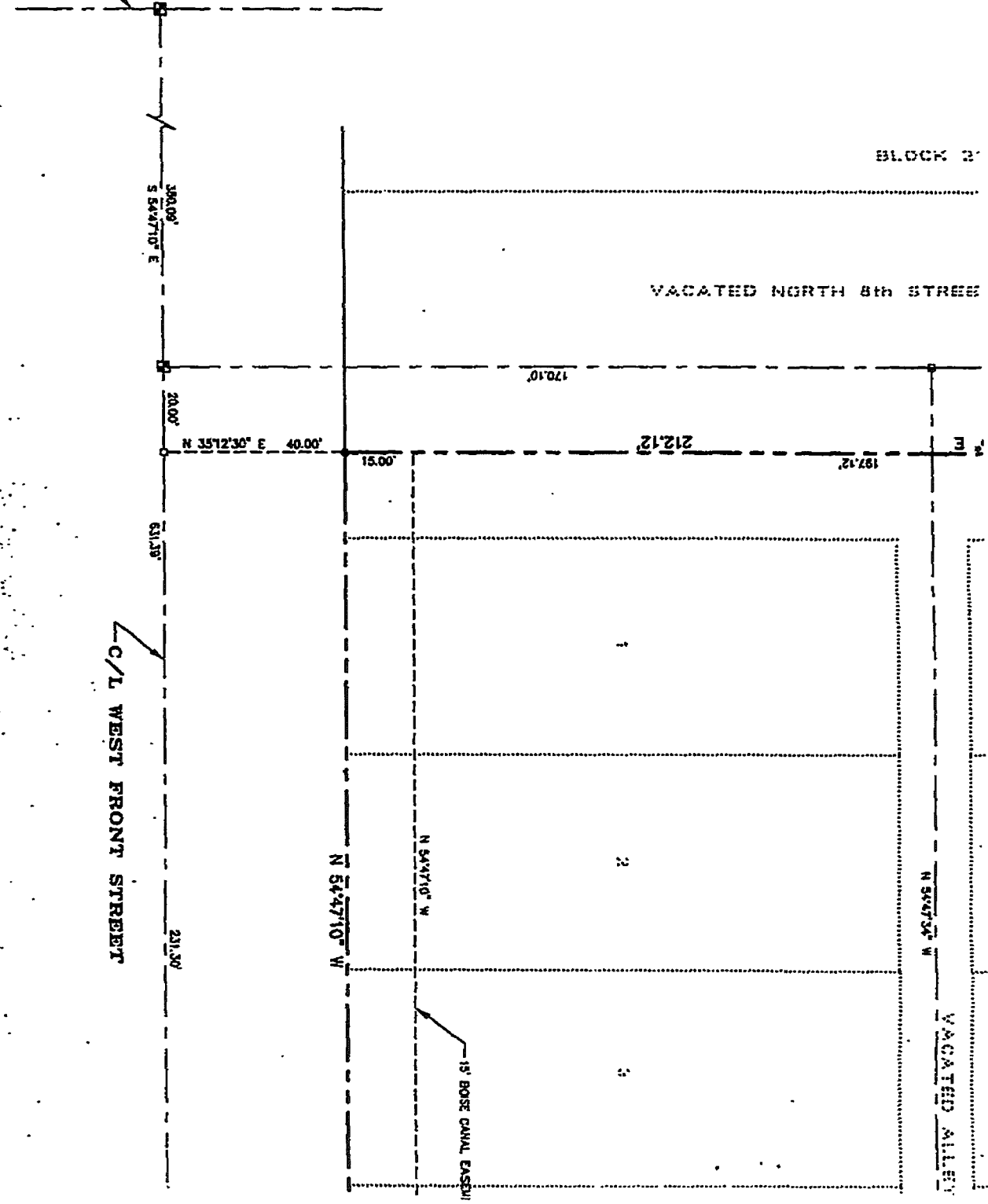
C/L NORTH 9th STREET

BLOCK 2

VACATED NORTH 8th STREET

C/L WEST FRONT STREET

VACATED ALLEY



386.09'
S 84°47'10" E

20.00'

631.39'

231.39'

170.10'

212.12'

197.12'

40.00'

S 03°21'51" N

N 54°27'10" W

N 84°47'10" W

N 84°47'34" W

15' BOSE CANAL EASTW

1

2

3

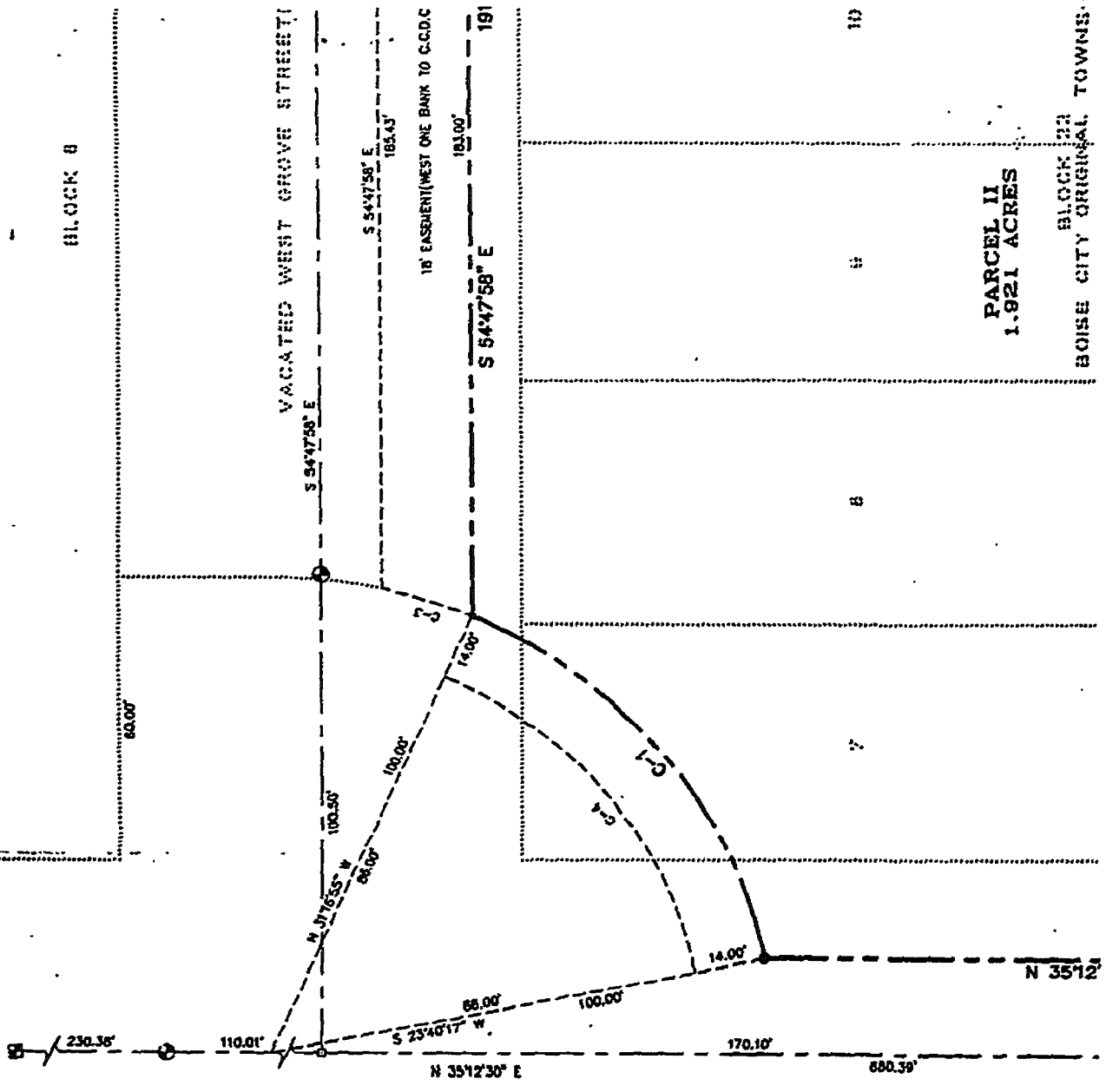
BLOCK 8

VACATED WEST GROVE STREET

18' EASEMENT (WEST ONE BANK TO C.C.D.C)

PARCEL II
1.921 ACRES

BLOCK 22
BOISE CITY ORIGINAL TOWNSHIP



B.O. R/W

3175 R 7880

BLOCK TWENTY TWO CONDOMINIUMS

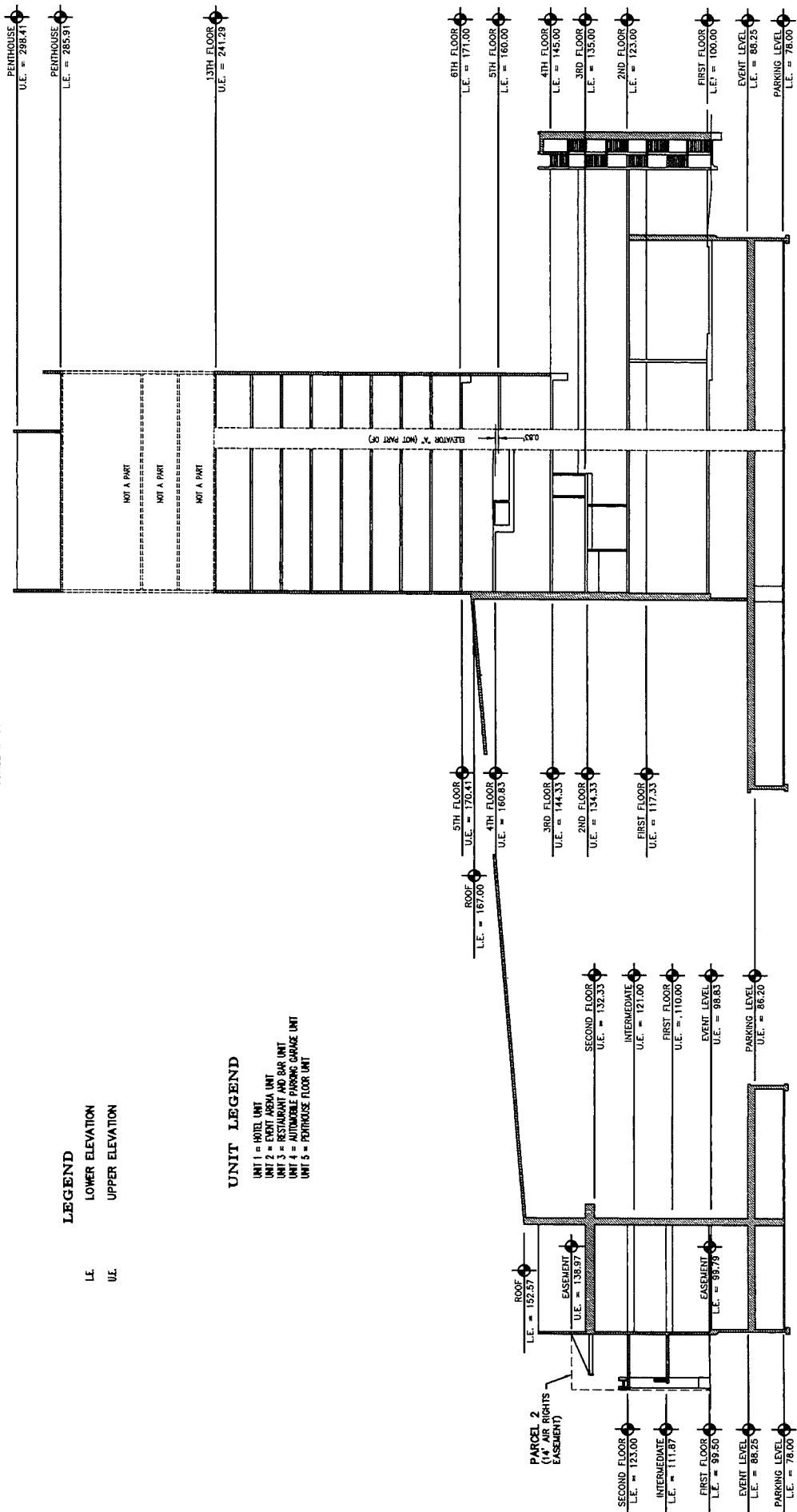
A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY,
PORTION OF VACATED WEST GROVE AND VACATED 8TH STREETS,
BLOCK 22, B.C.O.T., SECTION 10, T.3N, R.2E, B.M.,
BOISE, ADA COUNTY, IDAHO

1998 ELEVATION



LEGEND
LE LOWER ELEVATION
UE UPPER ELEVATION

UNIT LEGEND
UNIT 1 = HOTEL UNIT
UNIT 2 = EXOTIC URBAN UNIT
UNIT 3 = RESTAURANT AND BAR UNIT
UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
UNIT 5 = PENTHOUSE FLOOR UNIT



WEST FRONT STREET

AK 75 pg 783L

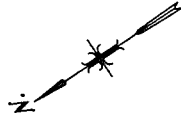
PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., BM., BOISE, ADA COUNTY, IDAHO
 1998
PARKING LEVEL

CURVE DATA

CURVE	CT	AREA	LEN	CH	BEARS	ST. I	ST. II
1	1	100.34	17.70	1.00	1.00	1.00	1.00
2	1	100.34	17.70	1.00	1.00	1.00	1.00

LEGEND

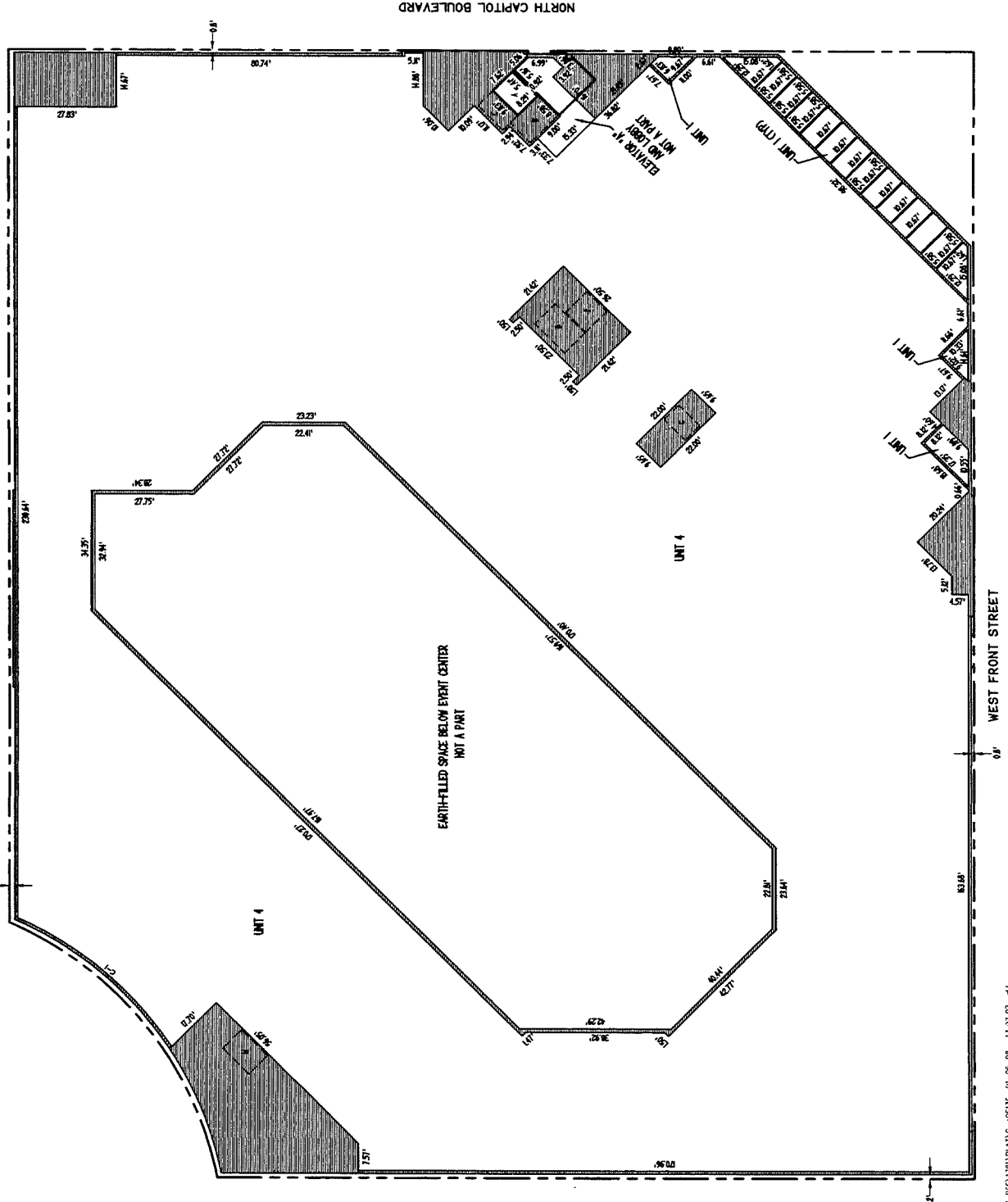
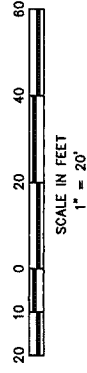
UNIT NUMBER
 LIMITS OF PARCEL 1
 COMMON AREA
 ELEVATOR SHAFTS
 A, B, C, D, E, G, H



UNIT LEGEND

UNIT 1 = HOTEL UNIT
 UNIT 2 = EVENT AREA UNIT
 UNIT 3 = RESTAURANT AND BAR UNIT
 UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
 UNIT 5 = PENTHOUSE FLOOR UNIT

FINISHED FLOOR ELEVATION = 78.00



TEALEY'S LAND SURVEYING

109 S. 4th ST. • 208-385-0636 • BOISE, IDAHO

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5875 to 7832

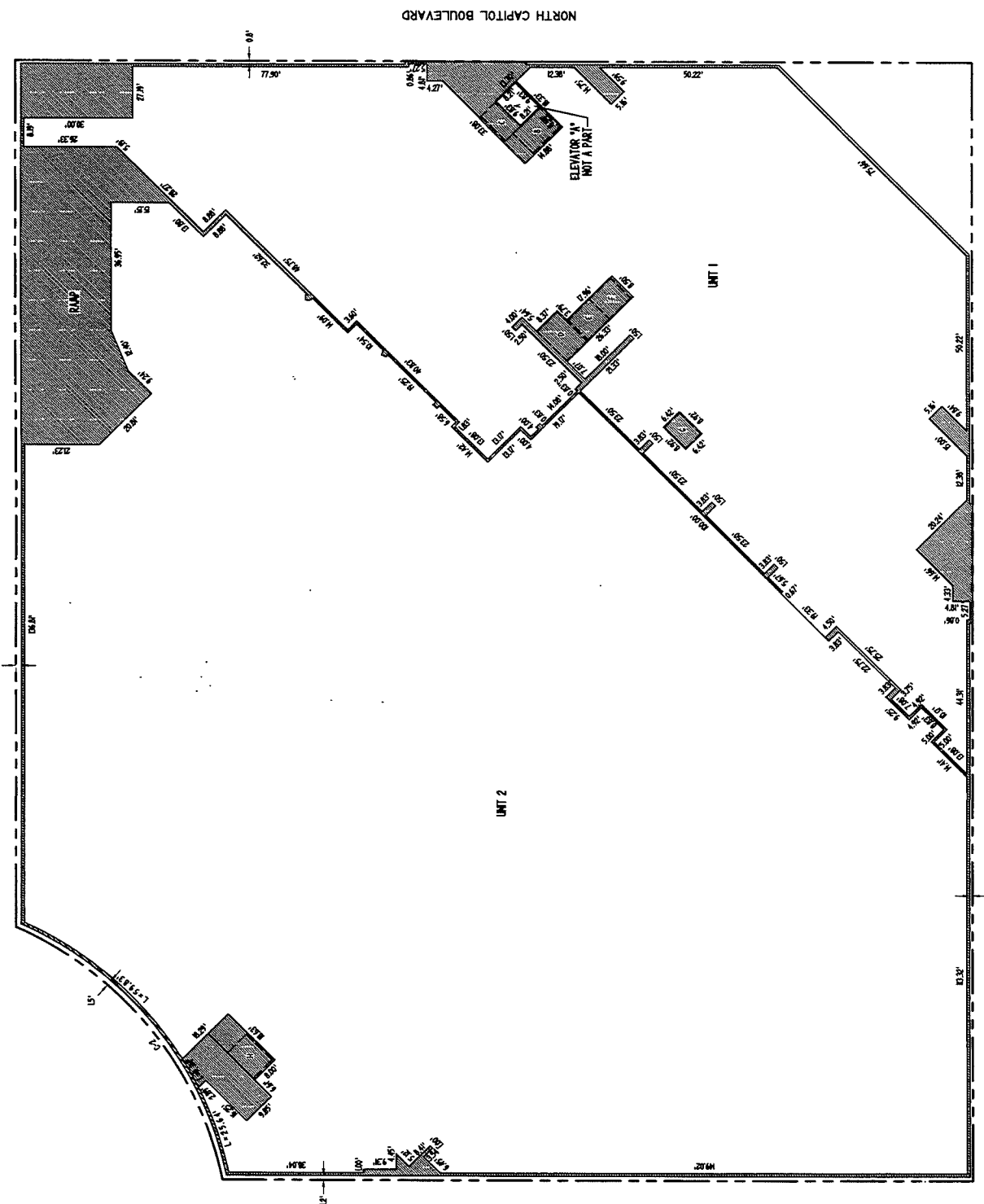
PLAT FOR BLOCK TWENTY TWO CONDOMINIUMS A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22, B.C.O.T., SECTION 10, T.34N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO

1998

EVENT LEVEL

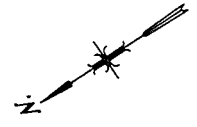
CURVE DATA

CURVE	C-2	RAMS	10.31'	14.14'	18.14'	22.31'	26.64'	31.14'	35.81'	40.54'	45.41'	50.41'
LENGTH												
BEARING												
DELTA												



LEGEND

UNIT NUMBER
LIMITS OF PARCEL 1
COMMON AREA
ELEVATOR SHAFTS
A.B.C.D.E.F.G.H



UNIT LEGEND

UNIT 1 - HOTEL UNIT
UNIT 2 - EVENT AREA UNIT
UNIT 3 - RESTAURANT AND BAR UNIT
UNIT 4 - AUTOMOBILE PARKING GARAGE UNIT
UNIT 5 - PORCHOUSE FLOOR UNIT

FINISHED FLOOR ELEVATION = 88.25

SCALE IN FEET
1" = 20'

TEALEY'S LAND SURVEYING
109 S. 4th ST. • 208-345-0634 • BOISE, IDAHO
Job No. 1781

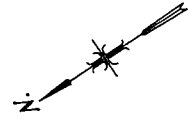
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PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.34N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO

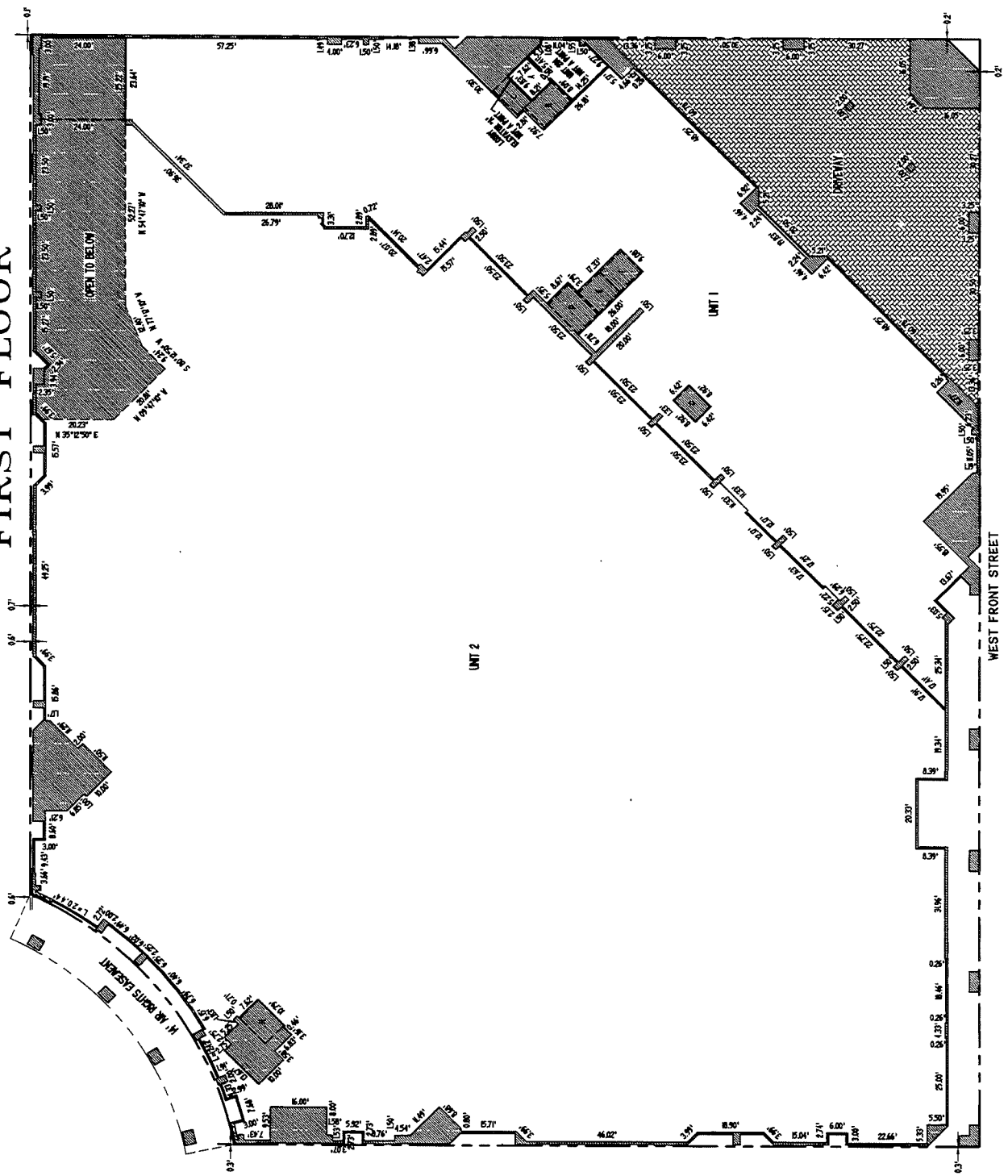
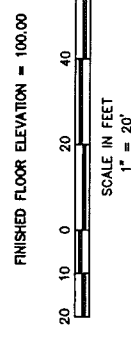
1998

FIRST FLOOR

- LEGEND**
- UNIT NO
 - UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - LIMITED COMMON AREA
 - ELEVATOR SHAFTS
 - A, B, C, D, E, F, G, H



- UNIT LEGEND**
- UNIT 1 = HOTEL UNIT
 - UNIT 2 = EVENT AREA UNIT
 - UNIT 3 = RESTAURANT AND BAR UNIT
 - UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
 - UNIT 5 = RETROHOUSE FLOOR UNIT

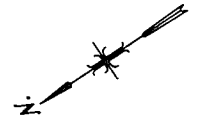


3275 - 7854

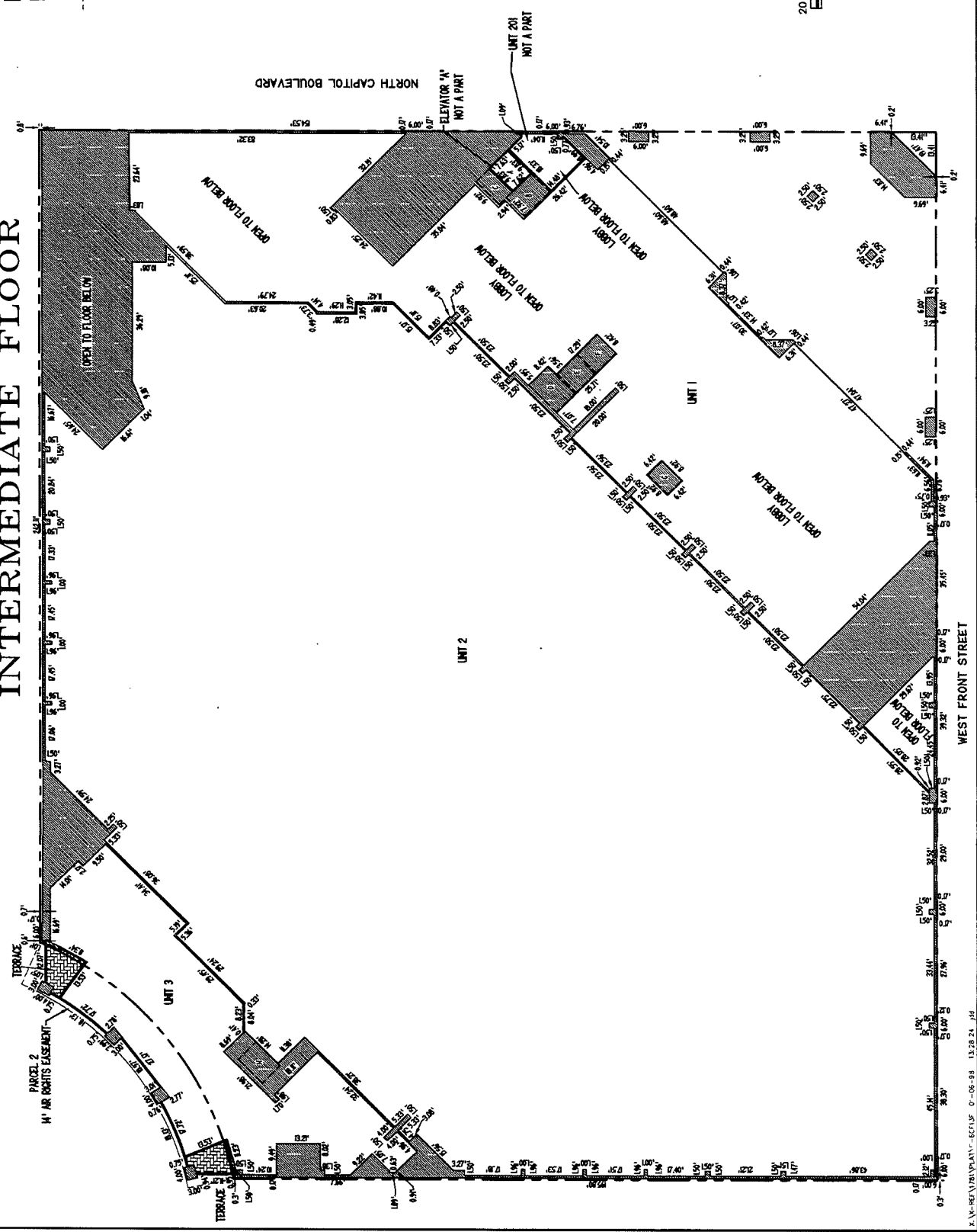
PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 1998

INTERMEDIATE FLOOR

- LEGEND**
- UNIT 1
 - UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - LIMITED COMMON AREA
 - ELEVATOR SHAFTS
 - EASEMENT LINE



- UNIT LEGEND**
- UNIT 1 = HOTEL UNIT
 - UNIT 2 = EAST LOBBY UNIT
 - UNIT 3 = RESTAURANT AND BAR UNIT
 - UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
 - UNIT 5 = PORCHHOUSE FLOOR UNIT



FINISHED FLOOR ELEVATION = 1111.87
 SCALE IN FEET
 1" = 20'

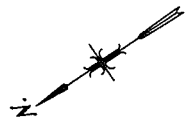
26.05 1935

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.34N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO

1998

SECOND FLOOR

- LEGEND**
- UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - LIMITED COMMON AREA
 - ELEVATOR SHAFTS
 - EASEMENT LINE

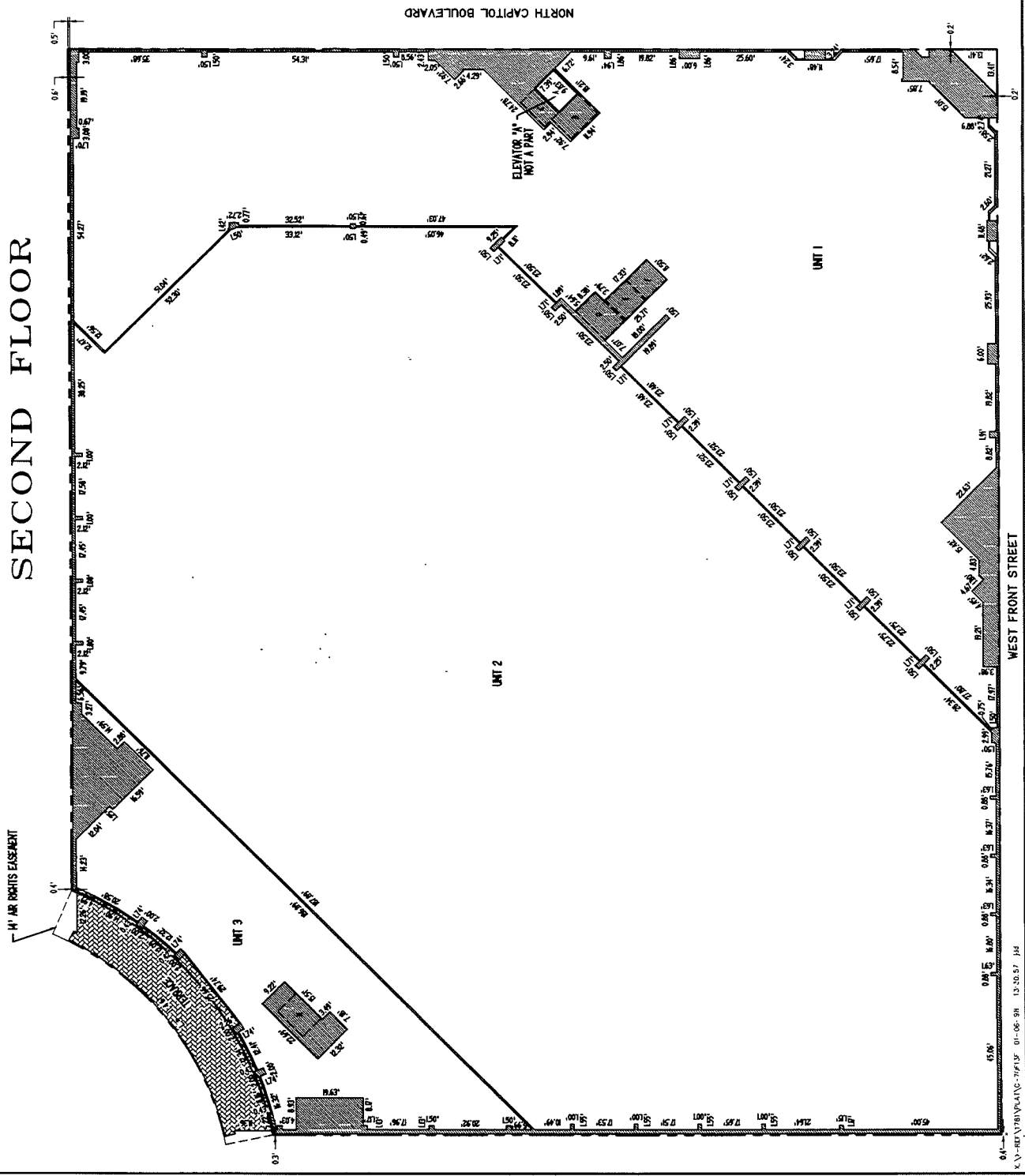


- UNIT LEGEND**
- UNIT 1 = HOTEL UNIT
 - UNIT 2 = COURT APART. UNIT
 - UNIT 3 = GARAGE AND SUB UNIT
 - UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
 - UNIT 5 = PORCH/USE FLOOR UNIT

FINISHED FLOOR ELEVATION = 123.00

SCALE IN FEET
 1" = 20'

TEALEY'S LAND SURVEYING
 100 S. 4th ST. • BOISE, IDAHO
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 Job No. 1781

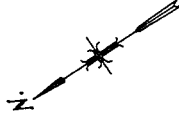


K.V. - REV'D BY VLAAC-7/7/13F 01-06-98 13-06-97 JLS

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.34N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 1998

4TH FLOOR

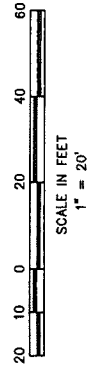
- LEGEND**
- UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - LIMITED COMMON AREA
 - ELEVATOR SHAFTS



UNIT LEGEND

- UNIT 1 = HOTEL UNIT
- UNIT 2 = EVENT AREA UNIT
- UNIT 3 = RESTAURANT AND BAR UNIT
- UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
- UNIT 5 = PENTHOUSE FLOOR UNIT

FINISHED FLOOR ELEVATION = 1445.00

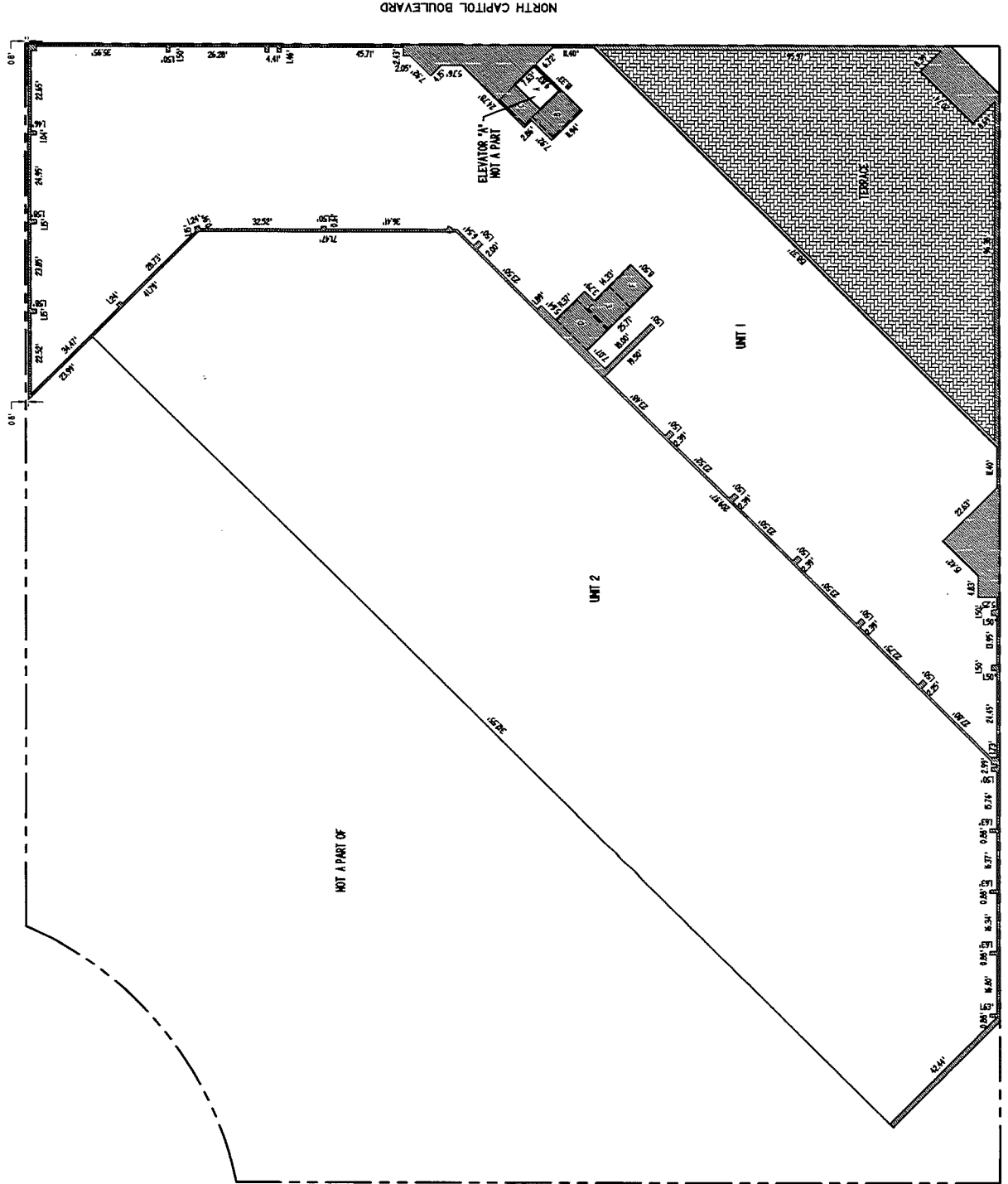


TEALEY'S LAND SURVEYING

109 S. 4th ST. BOISE, IDAHO 208-385-0638

Job No. 1781

Sheet 9 of 13



5.8.75 1g 7838

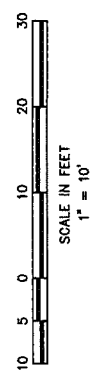
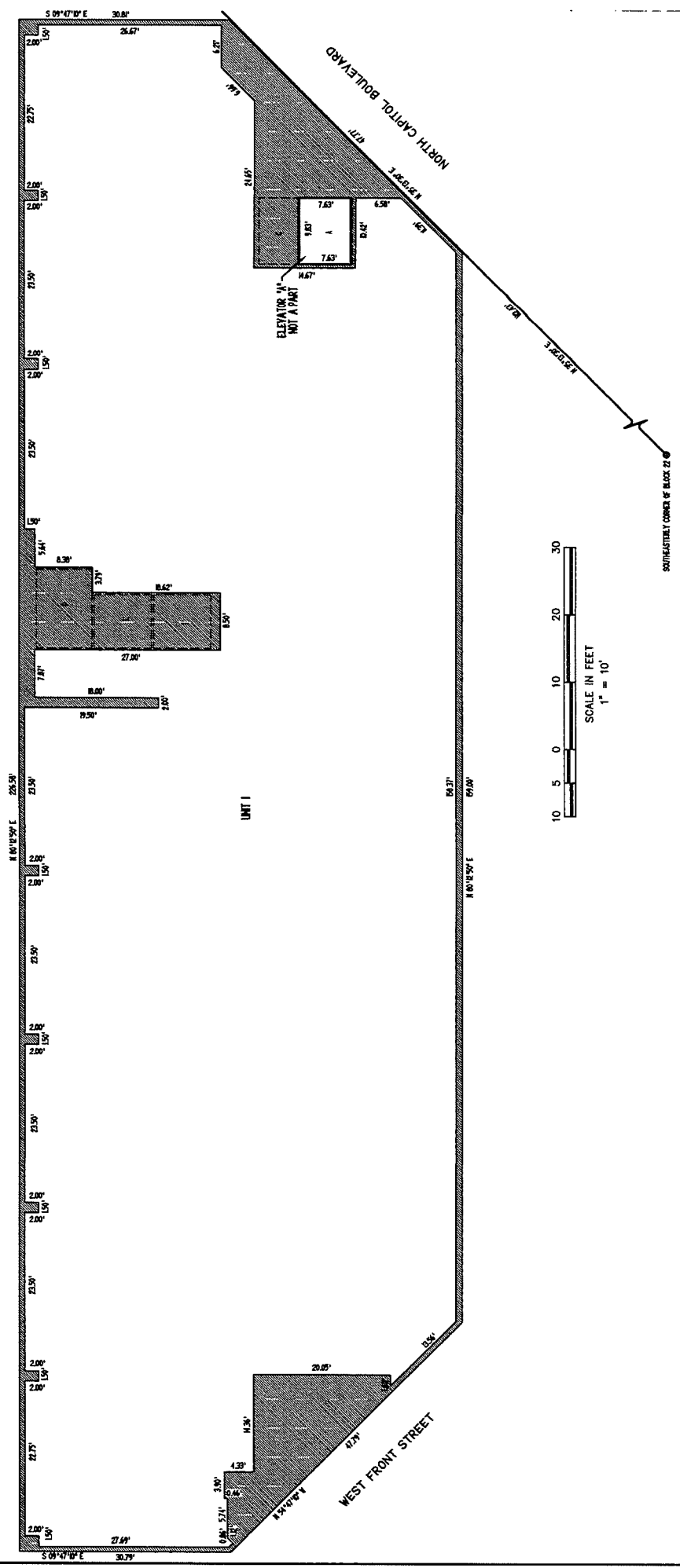
PLAT FOR BLOCK TWENTY TWO CONDOMINIUMS A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22, B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO 1998

5th FLOOR

LEGEND
UNIT NUMBER
LIMITS OF PARCEL 1
COMMON AREA
ELEVATOR SHAFTS



UNIT LEGEND
UNIT 1 = HOTEL UNIT
UNIT 2 = EVENT ARENA UNIT
UNIT 3 = RESTAURANT AND BAR UNIT
UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
UNIT 5 = PENTHOUSE FLOOR UNIT



TEALEY'S LAND SURVEYING
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Job No. 1781 Sheet 10 of 13

5K-15 16 7837

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO

1998

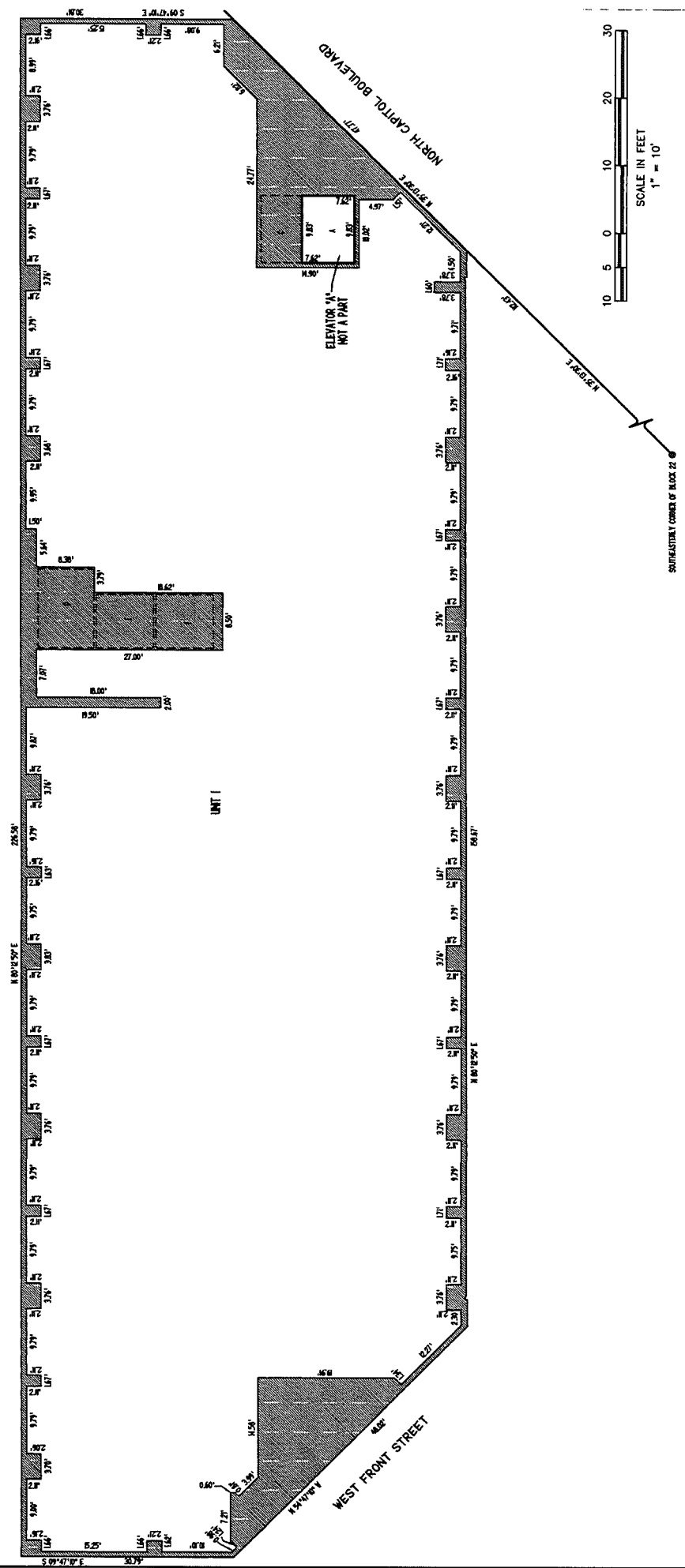
6TH THRU 13TH FLOOR

UNIT LEGEND

- UNIT 1 = HOTEL UNIT
- UNIT 2 = EVENT AREA UNIT
- UNIT 3 = RESTAURANT AND BAR UNIT
- UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
- UNIT 5 = PENHOUSE FLOOR UNIT

LEGEND

- UNIT 1
- LIMITS OF PARCEL 1
- COMMON AREA
- ELEVATOR SHAFTS



TEALEY'S LAND SURVEYING
 109 S. 4th ST. • BOISE, IDAHO
 208-368-0030
 Job No. 1781

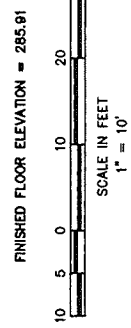
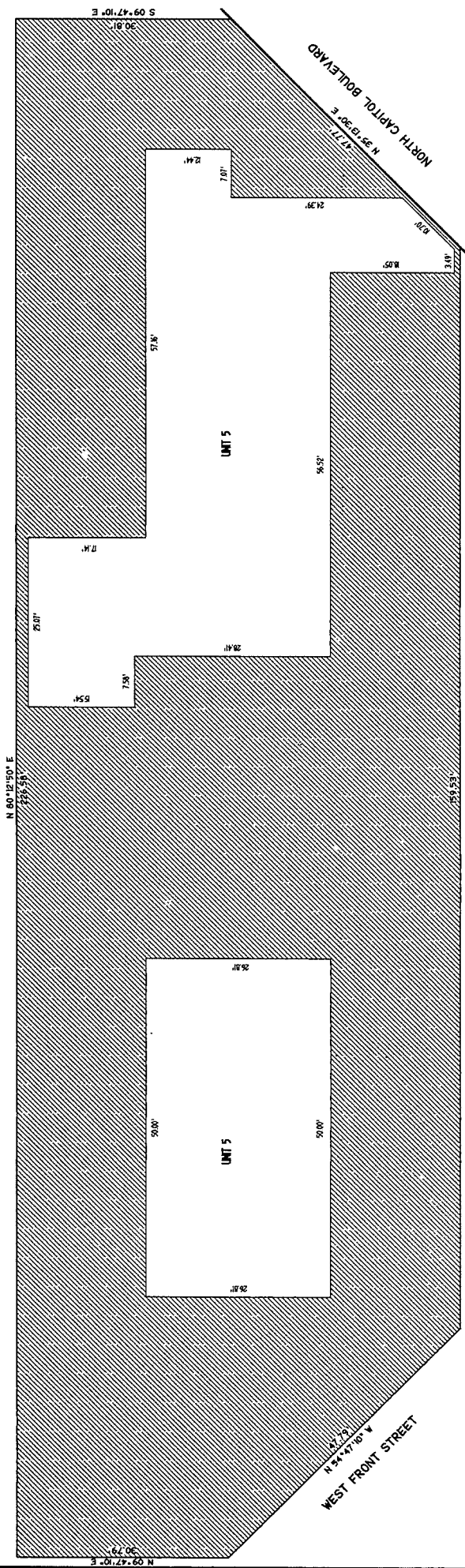
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PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 1998
PENTHOUSE LEVEL

LEGEND
 UNIT NUMBER
 LIMITS OF PARCEL 1
 COMMON AREA



UNIT LEGEND
 UNIT 1 - HOTEL UNIT
 UNIT 2 - EVENT AREA UNIT
 UNIT 3 - RESTAURANT AND BAR UNIT
 UNIT 4 - AUTOMOBILE PARKING GARAGE UNIT
 UNIT 5 - PENTHOUSE FLOOR UNIT



TEALEY'S LAND SURVEYING
 109 S. 4th ST. BOISE, IDAHO
 208-385-0638
 Job No. 1781 Sheet 12 of 13

BLOCK TWENTY TWO CONDOMINIUMS

PLAT OF

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT BLOCK 22 LLC, AN IDAHO LIMITED LIABILITY COMPANY DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO CREATE A PROJECT INCLUDING SAID REAL PROPERTY IN THIS PLAT OF BLOCK TWENTY TWO CONDOMINIUMS AS SET FORTH IN THIS INSTRUMENT AND TO RECORD DOCUMENTS PURSUANT TO CHAPTER 15, TITLE 55 OF THE IDAHO CODE.

PARCEL 1:

A PARCEL OF LAND BEING PORTIONS OF LOTS 6 AND 7, ALL OF LOTS 1, THRU 5, AND 8 THRU 12, A PORTION OF THE VACATED LOT 13, AND A PORTION OF THE VACATED LOT 14, IN THE CITY OF BOISE, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: [Detailed description of Parcel 1 boundaries and area]

SOUTH 54'47'10" EAST 318'31" FEET TO THE POINT OF BEGINNING. SOUTH 84'11'41" WEST 822.8 FEET (FORMERLY SOUTH 84'11'41" WEST 822.8 FEET) TO THE POINT OF BEGINNING. SOUTH 84'11'41" WEST 822.8 FEET (FORMERLY SOUTH 84'11'41" WEST 822.8 FEET) TO THE POINT OF BEGINNING. [Detailed description of Parcel 2 boundaries and area]

PARCEL 2: (AR RIGHTS EXCEPTED)

A PARCEL OF LAND SITUATED ON THE 1/4 OF SECTION 10, T.24. N.32. E.32. R.4M. BOISE, ADA COUNTY, IDAHO, BEING A PORTION OF VACATED GROVE STREET, VACATED 8TH STREET, AND A PORTION OF LOT 7 OF BLOCK 22 OF THE BOISE CITY ORIGINAL TOWNSHIP, MORE PARTICULARLY DESCRIBED AS FOLLOWS: [Detailed description of Parcel 2 boundaries and area]

THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY RESERVED FOR THE UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, BEING ELIGIBLE TO RECEIVE WATER SERVICES FROM UNITED WATER IDAHO AND THAT UNITED WATER IDAHO HAS AGREED IN WRITING TO SERVICE ALL OF THE UNITS IN THIS CONDOMINIUM.

IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HANDS THIS 26th DAY OF September, 1997

BLOCK 22 LLC, AN IDAHO LIMITED LIABILITY COMPANY
BY: Charles E. Morey -
CHARLES E. MOREY, AUTHORIZED AGENT

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } SS
ON THIS 26th DAY OF September, 1997, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CHARLES E. MOREY, KNOWN OR IDENTIFIED TO ME TO BE THE LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP, WHICH IS THE MEMBER OF BLOCK TWENTY TWO CONDOMINIUMS LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS SUCH AUTHORIZED AGENT OF SAID S-SIXTEEN LIMITED PARTNERSHIP AS A MEMBER OF BLOCK 22 LLC.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE, IDAHO
MY COMMISSION EXPIRES: 8-7-98
Charles E. Morey

CERTIFICATE OF SURVEYOR

I, PATRICK A. TEALEY, L.S., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF BLOCK TWENTY TWO CONDOMINIUMS AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE CITY DESIGNATION AND DRAINAGE FROM SAID PLAT REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS, CONDOMINIUMS AND THE CORNER PERPETUATION AND FILING ACT.



PATRICK A. TEALEY, L.S. NO. 4347

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK IN AND FOR BOISE CITY, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 15th DAY OF September, 1997, THIS PLAT OF BLOCK TWENTY TWO CONDOMINIUMS WAS DULY ACCEPTED AND APPROVED.

[Signature]
CITY CLERK
11/5/97

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING CONDOMINIUM WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 15th DAY OF September, 1997.



[Signature]
CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

CERTIFICATE OF COUNTY SURVEYOR

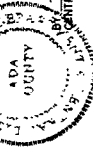
I, THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS AND CONDOMINIUMS.



COUNTY SURVEYOR
[Signature]

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS CONDOMINIUM HAVE HEREBY REVIEWED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL.



[Signature]
CENTRAL DISTRICT HEALTH DEPARTMENT
10/19/97

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUEST OF THE 10-19-97 HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN THIS PROPOSED CONDOMINIUM DELINQUENT COUNTY PROPERTY TAXES FOR THE YEAR 1996 HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



[Signature]
COUNTY TREASURER
DATE: 10-19-97

APPROVAL OF CITY ENGINEER

I, CHARLES R. MICKELSON, P.E., CITY ENGINEER IN AND FOR BOISE CITY, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT OF BLOCK TWENTY TWO CONDOMINIUMS.



COUNTY RECORDERS CERTIFICATE

INSTRUMENT NO. 1997-51-73
STATE OF IDAHO) SS
COUNTY OF ADA)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF *[Signature]* ON the 26th DAY OF September, 1997 AT 8:00 AM IN MY OFFICE AND WAS DULY RECORDED IN BOOK 75 OF PLATS AT PAGES 7829 AND 7841.

[Signature]
DEPUTY
[Signature]
OFFICE RECORDER

98015004

CONDOMINIUM DECLARATION

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

FOR

BLOCK TWENTY TWO CONDOMINIUMS

198 Block 22 LLC

FEB 20 AM 10 57

FEE 144.00 DEP. [Signature]

This Condominium Declaration for Block Twenty Two Condominiums ("Declaration") is made this 19th day of February, 1998, by the undersigned Declarant.

ARTICLE I. RECITALS AND CERTAIN DEFINITIONS.

RECITALS

WHEREAS, Block 22 LLC owns certain real property located within the city of Boise City, Idaho, and generally described as a portion of Block 22 according to the official townsite of Boise City;

WHEREAS, Block 22 LLC has caused such real property to be improved with a multipurpose structure containing an automobile parking garage, a hotel, an event arena, and a restaurant and bar facility together with certain residential living units comprising four floors of the 18-floor highrise portion of the structure;

WHEREAS, Block 22 LLC intends by the filing of this Declaration and the condominium plat referred to herein and a concurrent filing of another condominium declaration and condominium plat to create two condominium projects contained within the multipurpose building;

WHEREAS, the condominium declaration and the condominium plat referred to herein is intended to create a condominium and provide for condominium ownership under the Condominium Property Act of the State of Idaho for the parking garage, hotel, event arena, and restaurant and bar facilities;

WHEREAS, Block 22 LLC intends by the filing of this Declaration and the condominium plat referred to herein together with the condominium declaration and the condominium plat for the balance of the real property owned by Block 22 LLC in Block 22 to create, grant, reserve, and agree to provide contractual arrangements for reciprocal easements, rights, interests, and obligations for the mutual reciprocal benefit of such two condominium projects,

NOW, THEREFORE, the parties hereto declare as follows:

CERTAIN DEFINITIONS

Section 1.1 The Declarant; the Real Property. Block 22 LLC, together with its successors and assigns, including any person or entity acquiring all, but not less than all, of the interest of Block 22 LLC in the Real Property, whether by purchase or pursuant to foreclosure proceedings or otherwise (collectively the "Declarant"), is the owner of certain portions and interests in Block 22 of Boise Original Townsite, Ada County, Idaho, that Declarant has improved with certain commercial facility components and which real property is described on Exhibit A attached hereto and hereby made a part of this Declaration (the "Real Property").

Section 1.2 Intention of Declarant. Declarant intends to create a project and provide for condominium ownership of the Real Property under the Condominium Property Act of the State of Idaho.

Section 1.3 The Project. The term "Project" shall collectively mean the Real Property and that portion of the multipurpose structure located on Block 22, Boise City Original Town Site, as has been improved by Block 22 LLC by the construction of a parking garage, hotel, event arena, and restaurant and bar units and appurtenant facilities.

Section 1.4 Type of Ownership. This condominium project will provide a means for ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants in common, of the Common Area, as those terms are herein defined.

ARTICLE II. ADDITIONAL DEFINITIONS.

In addition to terms defined elsewhere in this Declaration, the following terms shall have the following meanings when used herein, unless the context otherwise requires:

Section 2.1 Association. "Association" means the association of Owners of Units formed under this Declaration.

Section 2.2 Association Articles and Bylaws. "Association Articles and Bylaws" means the articles and bylaws for the governance of the Association as set forth in Exhibit B attached hereto and by this reference made a part hereof.

Section 2.3 Boulevard Two Fifty Five Condominiums. "Boulevard Two Fifty Five Condominiums" means the additional condominium project created by Declarant for the balance of the real property owned by Declarant in Block 22 of Boise City Original Town Site other than the Real Property subject to this Declaration.

Section 2.4 Building. "Building" means that portion of the multi-purpose structure located on the Real Property as has been improved by the construction of a parking garage, hotel, event arena, and restaurant and bar units and appurtenant facilities.

Section 2.5 Common Area. "Common Area" means the entire Project excepting all of the Units.

Section 2.6 Condominium. "Condominium" means a separate interest in a Unit, together with an undivided interest in common in the Common Area as set forth in the Condominium Plat.

Section 2.7 Condominium Documents. "Condominium Documents" means the Association Articles and Bylaws and this Declaration.

Section 2.8 Condominium Plat. "Condominium Plat" means the Condominium Plat for Block Twenty Two Condominiums, to be filed for record in the office of the County Recorder of Ada County, Idaho, consisting of a plat or survey map of the surface of the ground and the air rights of the Real Property, showing a survey and legal description thereof, the location of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit number identifying the Units and the Common Area, together with such other information as may be included therein in the discretion of the Declarant.

Section 2.9 Event Arena. "Event Arena" or "Event Arena Unit" means Condominium Unit No. 2 in the Building improved as an event arena.

Section 2.10 Garage Unit. "Garage Unit" means Condominium Unit No. 4 located in the subterranean portion of the Building and improved as an automobile parking garage.

Section 2.11 Hotel Owner. "Hotel Owner" means Declarant as the owner of the Hotel Unit and Unit 5 or its successors or assigns as owner of such Hotel Unit and Unit 5.

Section 2.12 Hotel Unit. "Hotel Unit" means Condominium Unit 1 and consists of a condominium unit improved as a hotel complex located in the multipurpose structure containing the Boulevard Two Fifty Five Condominiums.

Section 2.13 Legal Rate of Interest. "Legal Rate of Interest" shall be the rate of interest allowed on money due on the judgment of any competent court or tribunal as determined under the provisions of Idaho Code Section 28-22-104(2) or any successor provision of law.

Section 2.14 Limited Common Area. "Limited Common Area" shall be as defined in Article III hereof.

Section 2.15 Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which one or more Condominiums or any part thereof is encumbered.

Section 2.16 Mortgagee. "Mortgagee" means any person or any successor to the interest of such person named as the mortgagee, trust beneficiary, or creditor under any Mortgage under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

Section 2.17 Owner. "Owner" means any person or entity, including Declarant, at any time owning a Condominium. The term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.18 Penthouse Floor. "Penthouse Floor" or "Hotel Penthouse Floor" means the top level of the highrise portion of the multipurpose structure containing the Hotel Unit and Restaurant and Bar Unit subject to this Declaration and the Boulevard Two Fifty Five Condominiums and which level contains a roof structure, and Unit 5 containing the elevator motors and equipment, domestic water boilers and cooling units, and other building service equipment.

Section 2.19 Restaurant and Bar Unit. "Restaurant and Bar Unit" means Condominium Unit No. 3 in the Building and which as of the date of this Declaration is improved and designed for the operation of a commercial restaurant and bar.

Section 2.20 Unit. "Unit" means the separate interest component as shown and numbered on the Condominium Plat as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, trim, and the interior surfaces of built-in fireplaces, as shown and numbered on the Condominium Plat. The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of its finished surfaces and the exterior surfaces so described. All other portions of the walls, floors or ceilings (including walls common to separate Units) shall be a part of the Common Area. In addition, each Unit shall include the following: (a) all spaces, non-bearing interior partitions, windows, window frames, exterior doors, door frames, and all other fixtures and improvements within the boundaries of the Unit; (b) all outlets, lines, and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating, and waste disposal, within the boundaries of the Unit; and (c) all heating, hot water, and air conditioning apparatus exclusively serving the Unit. The interior surfaces of a perimeter window or door means at the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area as herein defined.

Section 2.21 Unit 5. "Unit 5" means the two (2) covered structures located on the Hotel Penthouse Floor and which contain elevator motors and equipment, domestic water boilers and cooling units and other building service equipment.

ARTICLE III. LIMITED COMMON AREA AND SPECIAL ALLOCATIONS OF COMMON AREA COSTS.

Section 3.1 Limited Common Area. Limited Common Area, consisting of such portions of the Common Area that are reserved for the exclusive use of and subject to the maintenance obligations solely by the Owner of the Condominium to which it is appurtenant to the exclusion of all others except by invitation of such Owner of such Condominium, includes the following:

(a) Event Arena Unit Roof and Substructure. The exterior and interior portions of the roof structure covering the Event Arena Unit as depicted on the Condominium Plat shall be Limited Common Area appurtenant to the Event Arena Unit.

(b) Appurtenant Utility and Service Facilities. All mechanical rooms, equipment, pipes, ducts, flues, chutes, conduits, wires, and other utility installations or outlets, to the extent they serve only particular Units shall be appurtenant to such Units.

Section 3.2 Penthouse Floor. Except as provided herein as to Common Area elevator expenses, the Owner of the Garage Unit shall have no responsibility for sharing in the Common Area expenses related to the operation or maintenance of the Penthouse Floor, nor the expenses related to the operation and maintenance of Unit 5, including, without limitation, no responsibility for sharing roof repair and replacement expenses; operation, maintenance, and replacement expenses for water boiling and cooling equipment; and operation, maintenance, and replacement of elevator motors and equipment. The expenses for the Penthouse Floor shall be borne solely by the other Units in the Project other than the Garage Unit, and the expenses for Unit 5 shall be borne solely by the Owner of such Unit subject to contractual reimbursement for a portion thereof by Owners of the Boulevard Two Fifty Five Condominiums.

Section 3.3 Elevator Expenses. The Owner of the Garage Unit shall pay forty percent (40%) of the Common Area operation, maintenance, and replacement expenses attributable only to Elevator H as depicted on the condominium plat for Block Twenty Two Condominiums, and such expenses for all other elevators in the Building shall be allocated as a Common Area expense to all of the Unit Owners other than the Owner of the Garage Unit.

Section 3.4 Event Arena Unit Substructure. Maintenance, replacement, and any other expense attributable to the Common Area wall providing substructure support for the arena floor of the Event Arena Unit shall be assessed solely to the Owner of the Event Arena Unit.

ARTICLE IV. STATEMENT OF INTENTION AND PURPOSE.

Section 4.1 Declaration. Declarant hereby declares that the Project and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, and improved and otherwise affected in any and all manners subject to the provisions of this Declaration,

each and all of which provisions are hereby declared to be in furtherance of the general plans and scheme of condominium ownership referred to in Article I and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarant and its assigns and to all persons now owning or hereafter acquiring or owning any interest in the Project, however such interest may be obtained.

ARTICLE V. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP.

Section 5.1 Estates of an Owner. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area in accordance with the Condominium Plat which sets forth the Common Area appurtenant to each Unit. The percentage of ownership interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515 of such Code shall be the same as set forth on Exhibit C. Exhibit C also contains a legal description of each Unit in the Project, consisting of the identifying number of such Unit as shown on the Condominium Plat. Such undivided interests in the Common Area are hereby declared to be appurtenant to the respective Units.

Section 5.2 Right to Combine Units. Declarant reserves the right to physically combine the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Units in the future. Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited Common Area any walls, floors, or other structural separations between Units so combined or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become Common Area if the combined Units become subject to separate ownership in the future. No division of any Unit nor any combination of any Units may be made except in full compliance with the subdivision ordinance of the City of Boise City.

Section 5.3 Title. Title to a Condominium may be held or owned by an entity in any manner in which title to any other real property may be held or owned in the State of Idaho.

Section 5.4 Inseparability. No part of a Condominium or of the legal rights comprising ownership of a Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration.

Section 5.5 Partition Not Permitted. The Common Area shall be owned in common by all owners of Condominiums, and no owner may bring any action for partition thereof.

Section 5.6 Owner's Use of Common Area and Use and Maintenance of Limited Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the Common Area, and each Owner shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by such Owner. In addition, no garbage, refuse, or other disposed or discarded personal property shall be deposited by any Owner in or on the Common Area but, rather, shall be deposited in trash receptacles located in each Unit or in such other disposal facilities provided by the Association. Each Owner shall, at such Owner's separate expense, cause the Limited Common Area appurtenant to such Owner's Unit to be adequately repaired and maintained.

Section 5.7 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against her/his Condominium, or interest therein, or his/her interest in the Common Area or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Common Area in proportion to her/his interest in the Common Area, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at the Legal Rate of Interest from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 10.6 hereof. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Common Area shall be apportioned among the Owners of Units as provided in Article X hereof.

Section 5.8 Owner's Rights With Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors, and doors and to clean the interior surfaces of the windows, all of which form the boundaries of his/her Unit and all walls, ceilings, floors, and doors within such boundaries.

Section 5.9 Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Units. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair, or reconstruction of

the Project or any part thereof in accordance with the original plans for the Project and any encroachment due to building overhang or projection.

Section 5.10 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the Common Area located therein or accessible therefrom, including the washing of exterior window surfaces, or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. All Owners of the Units and of the Boulevard Two Fifty Five Condominiums and their respective invitees, concessionaires, permittees, and agents shall have, and there is hereby created, an easement through and across the Common Area and any exitway portions of the Units as a means of exiting the Building in the event of fire, earthquake, or other emergencies. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners of the Common Area; provided, however, if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article X below.

Section 5.11 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to her/his Unit and to the Limited Common Area designated for use in connection with his/her Unit and shall have the right to the horizontal and lateral support of her/his Unit, and such rights shall be appurtenant to and pass with the title to each Condominium. The Owner of the Garage Unit, its successors, assigns, permittees, licensees, parking lot users, and agents shall have the right to pedestrian ingress and egress through the interior hallway portion of the Event Arena Unit lying between Elevator H and adjacent stairway and the exit/entrance doors opening onto the Grove, and an easement for such ingress and egress shall and does exist.

Section 5.12 Association's Right to Use of Common Area. The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

Section 5.13 Easements and Utilities. In order to adequately serve each Unit, the Common Area, and the Units and common areas of the Boulevard Two Fifty Five Condominiums, utility facilities, and fireplace chimneys may be constructed and may encroach on the Common Area or the Units. An easement for such encroachment and for access for the maintenance of the same shall and does exist.

Section 5.14 Developer's Right Incident to Construction. Developer and persons it shall select shall have the right to ingress and egress over, upon, and across the Common Area, the right to store materials thereon, and the right to make such other use thereof as may be reasonably necessary incident to complete development of the Project.

Section 5.15 Easements and Covenants for Subjacent Support. Declarant hereby reserves an easement for subjacent support for the benefit of the Boulevard Two Fifty Five Condominiums for the support of the residential condominium units contained in such condominium project. Each Owner of a Condominium by acceptance of a deed therefor covenants and agrees to cause the Association to keep the Common Areas of the Project in repair so as to furnish safe and continuous subjacent support for the Boulevard Two Fifty Five Condominiums.

Section 5.16 Easements for Ingress and Egress. The Owners of all Units and the Owners of all Boulevard Two Fifty-Five Condominiums, and their respective successors, agents, permittees, and all other authorized parking lot users of the Garage Unit shall have a nonexclusive easement over, upon, and across the Garage Unit for the purpose of providing pedestrian ingress and egress to the parking spaces and the stair ways and elevators providing access to the Garage Unit. The Owner of the Event Area Unit and its agents, successors, permittees, and authorized participants and spectators of the Event Area Unit shall have a nonexclusive easement over and across the hallways and pedestrian walkway portions of the Hotel Unit for the purpose of providing pedestrian ingress and egress to the Event Area Unit. The Owner of the Restaurant and Bar Unit and its agents, successors, permittees and customers shall have a nonexclusive easement over and across the hallways and pedestrian walkway portions of the Hotel Unit and the Event Area Unit for the purpose of pedestrian ingress and egress to the Restaurant and Bar Unit. The Owners of the Boulevard Two Fifty Five Condominiums shall have a nonexclusive easement over and across the Garage Unit for the purpose or ingress and egress to the storage rooms located in the Hotel Unit, provided, however, that no material storage, trash deposits, or other encroachments on or about the Garage Unit shall be permitted as a result of the exercise of the rights under this easement or the use of such storage rooms. There is hereby created an easement for access, ingress and egress over and across the Common Areas for the benefit of the Owners of Condominium Units and their respective guests, tenants and licensees. This easement shall be maintained at the expense of the Association as provided in Section 9.3 hereof. In addition, it is hereby expressly acknowledged the ingress-egress easements shown on the Plat and recorded in the records of Ada County, Idaho, which provide vehicular and pedestrian access to the Condominiums from the adjoining public right-of-way and buildings. These easements shall also be maintained as a common expense of the Association as provided in Section 9.3. All of the covenants referred to in this Section 5.16 run with the land and may not be dissolved except upon the prior written consent of the City of Boise.

Section 5.17 Easement for Storm Drains. All storm drains carrying storm runoff water from the Condominium or adjoining lands and located on or near the Condominiums, whether or not the express easement is provided for same, are hereby granted an express easement. Any storm drains located within the Condominiums shall be maintained as a common expense by the Association

pursuant to Section 9.3. This easement shall run with the land and may not be dissolved except upon the prior written consent of the City of Boise.

Section 5.18 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements and create the covenants as shall give effect to Sections 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16, and 5.17 above, even though no specific reference to such easements or covenants or to those sections appears in any such conveyance.

Section 5.19 Owners' Waivers Regarding Noise. Each Owner acknowledges full disclosure regarding uses that will take place in the multi-purpose structure in which the Units are located and surrounding areas including, without limitation, sporting events, musical concerts, and other amusement activities which will generate noise and commotion. Each Owner, for herself and/or himself, by acceptance of title to a Condominium waives any and all claims or causes of action for nuisance or otherwise by reason of such possible noise and commotion and does further acknowledge that neither the Declarant nor any other owner or operator of the commercial properties located in the Building shall have any liability to Owner by reason of such noise or commotion resulting from normal use of such commercial facilities.

ARTICLE VI. DESCRIPTION OF A CONDOMINIUM.

Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium may describe that Condominium by the number shown on the Condominium Plat and by reference to this Declaration as each appears on the records of the County Recorder of Ada County, Idaho, in the following fashion:

Condominium Unit _____ as shown on the Condominium Plat of Block Twenty Two Condominiums appearing in the Records of Ada County, Idaho as Instrument No. _____ and as defined and described in that Condominium Declaration for Block Twenty Two Condominiums recorded in the Records of Ada County, Idaho, as Instrument No. _____.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Area and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in this Declaration.

ARTICLE VII. MECHANIC'S LIEN RIGHTS.

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of

a lien against the Condominium of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Project or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Project. Any Owner may remove his/her Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to her/his Condominium.

ARTICLE VIII. THE ASSOCIATION.

Section 8.1 **Membership.** Every Owner shall be entitled and required to be a member of the Association. If title to a Condominium is held by more than one person, the membership related to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by him. No person or entity other than an Owner may be a member of the Association, and the Association Bylaws always shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium; provided, however, the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium.

Section 8.2 **Voting Rights.** The total number of votes which may be cast by all members of the Association shall be set forth in the Association Bylaws.

Section 8.3 **Transfer.** Except as otherwise expressly stated herein, any of the rights, interests, and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

Section 8.4 **Amplification.** The provisions of this Article VIII are amplified by the Association Bylaws; provided, however, no present or future provision of such Bylaws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE IX. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

Section 9.1 **The Management Body.** The Association is hereby designated to be the "Management Body" as provided in Sections 55-1503 and 55-1506 of the Idaho Code and shall administer the Project in accordance with the Condominium Property Act of such code, the Association Bylaws, and the provisions of this Declaration.

Section 9.2 Adoption of Bylaws, Appointment of Interim Board, and Designation of Manager. Upon the execution and the filing of this Declaration, Declarant shall file the Articles and adopt the Association Bylaws. At the same time, Declarant will appoint an interim Board of Directors of the Association, which directors shall serve until their successors have been elected as provided in the Bylaws. Such interim Board of Directors may appoint a manager or managing agent for the Project on behalf of the Association, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation, and maintenance of the Project and for cost-sharing arrangements with the Boulevard Two Fifty Five Condominiums for maintenance of the Penthouse Level.

Section 9.3 The Common Area. The Association, subject to the rights of the Owners set forth in Article V hereof and except as specifically provided in Article III hereof as to special allocations of Common Area costs, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto and all sewer lines and storm drains), and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair; however, each Owner of a Unit shall keep the Limited Common Area designated for use in connection with his/her Unit in a clean, sanitary, and attractive condition and shall maintain and repair any utility equipment servicing her/his Unit exclusively. The specification of duties of the Association with respect to a particular Common Area shall not be construed to limit its duties with respect to other Common Areas as set forth in the first sentence in this Section 9.3. The cost of such management, maintenance, and repair by the Association shall be borne as provided in Article X except as provided otherwise in Article III hereof.

The Association shall have the right to grant easements for utility purposes over, upon, across, under, or through any portion of the Common Area, and each Owner hereby irrevocably appoints the Association as attorney in fact for such purpose.

Section 9.4 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration.

Section 9.5 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Area. Such interest shall not be transferable except with the transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other

Owners. The transfer of title to a Condominium under a foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

Section 9.6 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations, or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

Section 9.7 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Association Bylaws and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE X. ASSESSMENTS.

Section 10.1 Agreement to Pay Assessment. Declarant, for each Condominium owned by it within the Project and for and as the Owner of the Project and every part thereof, hereby covenants and each Owner of any Condominium by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association periodic assessments made by the Association for the purposes provided in this Declaration and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time in the manner provided in this Article X.

Section 10.2 Amount of Total Periodic Assessments. The total periodic assessments against all Condominiums shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area or furnishing electrical, water, sewer, trash collection, and other common services to each Unit to the extent not separately metered and/or billed to a specific Unit, which estimates may include, among other things, expenses of management; taxes and special assessments, until the Condominiums are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; common lighting and heating; water charges; trash collection; sewer service charges; repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of reasonable contingency reserve, surplus, and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

Section 10.3 Apportionment of Periodic Assessments. Except as provided in Article III hereof, upon issuance of a certificate of substantial completion of the Project, the expenses attributable to the Common Area and to the Project as a whole shall be apportioned generally among all Owners in proportion to the interest in the Common Area owned by each Owner as set forth on Exhibit C hereof. Pursuant to Idaho Code Section 55-1505(c), apportionment of the percentage interests in the Common Area is to be allocated among the Units based on the value of each Unit in relation to the value of the Project as a whole. As of the date of this Declaration, the only measurements of the relative values of the Units were their respective construction costs and Exhibit C reflects an allocation based on relative construction costs. As soon as additional information becomes available to more accurately allocate Common Area based on value, the Unit Owners shall amend this Declaration by revising Exhibit C to re-allocate Common Area based on such additional value information.

Section 10.4 Notice of Periodic Assessments and Time for Payment Thereof. The Association shall make periodic assessments, which assessments shall be levied annually, quarterly, or monthly as the Association shall from time to time determine. The Association may, in its discretion, allow assessments to be given to each Owner, which notice shall specify the amount of assessment and the date or dates of payment of the same. No payment shall be due less than fifteen (15) days after written notice has been given. Each periodic assessment shall bear interest at the Legal Rate of Interest from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give written notice of the assessment shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such case shall be deferred to a date fifteen (15) days after such notice shall have been given.

Section 10.5 Special Assessments. In addition to the annual assessments authorized by this Article X, the Association may levy at any time a special assessment payable over such period as the Association may determine, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof or for any other expense incurred or to be incurred as provided in this Declaration. This Section 10.5 shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other sections hereof which shall make specific reference to this Article X. Any amounts assessed pursuant hereto shall be assessed to Owners in the same manner as provided in Section 10.3 of this Article X. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. The Association shall have the power to incur expenses for maintenance and repair of any Unit, if such maintenance and repair is necessary, in the opinion of the Board of Directors of the Association to protect the Common Area or any other portion of the Project, and if the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to said Owner or Owners. The Board shall levy a special assessment against the Owner or Owners of any such Unit to pay for the cost of such maintenance and repair, any other

costs or expenses arising out of or incident to such maintenance and repair, and the assessment therefor. A special assessment shall bear interest at the Legal Rate of Interest from the date it becomes due and payable if not paid within thirty (30) days after such date.

Section 10.6 Lien for Assessments. All sums assessed to any Condominium pursuant to this Article X, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Condominium except only for: (a) valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority; and (b) labor or materialmen's liens, to the extent allowed by law. The secured party under a valid first Mortgage, duly recorded with the Ada County Recorder as to a Condominium, shall be entitled to cure a default in payment of assessments by paying all past due assessments which accrued no more than sixty (60) days prior to the date that such secured party was first notified by mail of such Condominium owner's failure to pay assessments past due. In the event of foreclosure on any such first Mortgage, the holder thereof shall take the Condominium interest subject to all unpaid assessments, except to the extent that such liability has been limited by exercise of the cure option set forth in the immediately preceding sentence. All other lienors acquiring liens on any Condominium after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To create a lien for sums assessed pursuant to this Article X, the Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Condominium, and a description of the Condominium. Such notice shall be signed by the Association and may be recorded in the office of the County Recorder of Ada County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale by the Association after failure of the Owner to pay such assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment, and all reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due prior to commencement of foreclosure and during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded with the Ada County Recorder upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this Section 10.6, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Unless sooner satisfied and released or the enforcement thereof initiated as provided earlier in this Section 10.6, any lien created pursuant to this Section 10.6 shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment; provided, however, said one-year period may be extended by the Association for not to exceed one (1) additional year by a written extension signed by the Association and recorded in the office of the County Recorder of Ada County, Idaho, prior to expiration of said first one-year period.

Section 10.7 Personal Obligation of Owner. The amount of any periodic or special assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his/her Condominium.

Section 10.8 Statement of Account. Upon payment of a reasonable fee and upon ten (10) days' written request of any Owner or any Mortgagee, prospective Mortgagee, or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current periodic assessment, the date that such assessment becomes or became due, and credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the 10-day period provided herein, and the purchaser subsequently acquires the Condominium.

Section 10.9 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 10.8, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

ARTICLE XI. INSURANCE.

Section 11.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article XI shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time. In order to facilitate the providing and maintaining of adequate and proper insurance, it is contemplated that Declarant may contract for blanket insurance coverage covering the Project as contemplated by this Article XI as well as the Boulevard Two Fifty Five Condominium Project prior to or concurrently with the first conveyance of a Condominium, and any obligations or commitments for the payment of premiums or expenses otherwise incurred by Declarant under any such blanket policy or coverage to the extent attributable or properly allocable to the Project, whether or not the same is also a personal obligation of the purchaser or purchasers of any Condominiums, shall become an obligation of the Association and shall be paid for out of Association funds.

(a) Casualty Insurance. The Association shall obtain a policy or policies of insurance covering loss or damage from fire, with extended coverage endorsement, and such other coverages such as flooding, which the Association may deem desirable, for not less than the full insurable replacement value of the Units and Common Area. Such policy or policies shall name Developer, the Association, and the Unit Owners as insureds, as their interest may appear, and shall provide for a separate loss payable endorsement in favor of the Mortgagee or Mortgagees of each Unit, if any.

(b) Public Liability and Property Damage Insurance. The Association shall obtain a policy or policies insuring the Developer, the Association, the Board of Directors, the Unit Owners, and the managing agent, against liability to the public or to the Owners of Units and of the Common Area and their invitees or tenants, incident to the ownership or use of the Project. There may be excluded from such policy or policies coverage of a Unit Owner (other than as a member of the Association or Board of Directors) for liability arising out of acts or omission of such Unit Owner and liability incident to the ownership and/or use of the part of the Project as to which such Unit Owner has the exclusive use or occupancy. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single limit basis. Such policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.

(c) Workmen's Compensation and Employer's Liability Insurance. The Association shall purchase workmen's compensation, employer's liability insurance, and all other similar insurance in respect of employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

(e) FNMA and GNMA Requirements. Notwithstanding any other provisions of this Article XI, the Association shall continuously maintain in effect such casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity requirements for condominium projects established by Federal National Mortgage Association and Government National Mortgage Association, so long as either is a Mortgagee or Owner of a Unit within the Project, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association or Government National Mortgage Association.

Section 11.2 Casualty and Public Liability Insurance. The Association may in its discretion obtain casualty and public liability insurance coverage in amounts it may select with respect to an Owner's activities within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area.

Section 11.3 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit Number, and the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such first Mortgagees, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner who requests it and to Declarant a true copy of such policy, together with a certificate identifying the interest of the Owner. All policies of insurance shall provide for a waiver of subrogation by the insurer as to claims against the Association, the Board, employees, and agents and against each Owner and each Owner's employees, agents, and guests, shall provide that the insurance cannot be canceled, invalidated, or suspended on account of the conduct of the Association, the Board, employees, and agents or of any Owner or such Owner's employees, agents, or guests, and shall provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or Mortgagee and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or Mortgagee.

Public liability and property damage insurance shall name the Association as the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Project.

Section 11.4 Owner's Responsibility. Each Owner shall be responsible for obtaining casualty and public liability insurance coverage within each individual Unit for activities of the Owner, not acting for the Association, with respect to the Common Area, unless the Association pursuant to

Section 11.2 hereof elects to arrange for such insurance, and regardless of the Association's election, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed in the Unit by Owner shall be the responsibility of Owners.

Section 11.5 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article XI. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided, in the event of sale of obsolete Units, as set forth in Section 13.4. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 11.6 Owner's Own Insurance. Notwithstanding the provisions of Sections 11.1 and 11.2 hereof, each Owner may obtain insurance at her/his own expense providing coverage upon his/her Condominium, upon her/his personal property, and/or for his/her personal liability and covering such other risks as she/he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article XI. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, the other Owners, and the agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

Section 11.7 Actions Affecting Cost and Coverage of Insurance. Nothing shall be done or kept in any Unit or in the Common Area which will increase the cost of insurance on the Common Area. No Owner shall permit anything to be done or kept in her/his Unit or in the Common Area which will result in cancellation of insurance on any Unit or any part of the Common Area.

ARTICLE XII. CASUALTY DAMAGE OR DESTRUCTION.

Section 12.1 Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof, which terms and conditions bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires her/his Condominium.

Section 12.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

Section 12.3 General Authority of Association. As attorney in fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Owner. Reconstruction of the improvements as used in the succeeding subparagraphs means restoring the Project to substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners and all first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

In the event any Mortgagee should not agree not to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article X of this Declaration.

Section 12.4 Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain estimates that it deems reliable and complete for the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 12.5 Repair or Reconstruction. As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Owners representing an aggregate of eighty-five percent (85%) or more of the voting rights of the Association and the Block 22 representative may approve.

Section 12.6 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article X hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in Article X. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 12.7 Act or Neglect of Unit Owner. If, due to the act or neglect of a Unit Owner or a member of his/her family or her/his household pet or of a guest or other authorized occupant or visitor of such Unit Owner, which act or neglect is not covered by the Association's insurance, damage shall be caused to the Common Area or to a Unit owned by others or maintenance, repairs, or replacements shall be required which would otherwise be an expense of the Common Area, then

such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Association's insurance.

Section 12.8 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 12.6 constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair or reconstruction shall be made from insurance proceeds. If there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 12.6 of this Declaration.

Section 12.9 Decision Not to Rebuild. If all Owners and all holders of first Mortgages on Condominiums agree not to rebuild as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4.

ARTICLE XIII. OBSOLESCENCE.

Section 13.1 Adoption of a Plan. Owners representing an aggregate of eighty-five percent (85%) or more of the voting rights of the Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction, which plan has the unanimous approval of all first Mortgages of record at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners. Such plan shall be recorded in Ada County, Idaho, real estate records.

Section 13.2 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominiums. These assessments shall be levied in advance pursuant to Article X hereof and shall be allocated and collected as provided in Article X. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

Section 13.3 Dissents From Plan. An Owner not a party to such a plan for renewal or reconstruction may give written notice of dissent to the Association within fifteen (15) days after the recordation of such plan. The Association shall then give written advice of such dissents to all the Owners within five (5) days after the expiration of such 15-day period. Within fifteen (15) days of receipt of such notice from the Association, the Owners representing an aggregate of more than fifteen percent (15%) of the voting rights of the Association may cancel the plan by written instrument recorded in Ada County, Idaho, real estate records. If the plan is not canceled, then the Condominium of each dissenter shall be purchased according to the following procedures. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed within sixty (60) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he/she or it is unable to agree with the other shall be the

"Commencing Date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the Commencing Date, each party shall nominate a qualified appraiser by written nomination and shall give notice of such nomination to the other. If either party fails to make such nomination, the appraiser nominated shall within five (5) days after default by the other party appoint and associate with her/him another qualified appraiser. If the two appraisers designated by the parties or selected pursuant hereto in the event of default of one party are unable to agree, they shall appoint another qualified appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two qualified appraisers, and from the names of the four persons so nominated one shall be drawn by lot by a judge of any court of record in Idaho, and the person whose name is so drawn shall be the umpire. The nominations from among which the name of the umpire is to be drawn by lot shall be submitted within ten (10) days after the failure of the two appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, the decision of such umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty (60) days after decision of the appraisers and the Association as attorney in fact shall disburse the proceeds in the same manner provided in Section 13.4 of this Declaration. The obligation of the Association to make such purchase shall be conditioned on the fair market value of the Condominium exceeding the obligations secured by liens on such Condominium and upon the marketability of the title of the Owner. Owner shall furnish the Association an appropriate commitment for title insurance evidencing marketability of his/her title not less than fifteen (15) days prior to the date set for completion of the sale.

The Association, pursuant to Article X hereof, may levy a special assessment not exceeding five percent (5%) of the assessed valuation of any Unit sufficient to provide funds to pay for the Condominiums of the dissenters, provided that such assessments shall not apply to any Owners who are among the dissenters and shall not be liens against the Condominium of such Owners.

Section 13.4 Sale of Obsolete Units. The Owners representing an aggregate of eighty-five percent (85%) or more of the voting rights of the Association may agree that the Condominiums are obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association, the Project shall be sold by the Association as attorney in fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Plat, and the Association Bylaws. The sale proceeds shall be apportioned among the Owners in proportion to the respective appraised value of the Condominiums exclusive of the amounts paid for personal property, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium. Each such account shall remain in the name of the Association and shall be further identified by the Condominium designation and the name of the Owner. From each separate account, the Association as attorney in fact shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors

in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

Section 13.5 Distribution of Excess. In the event amounts collected pursuant to Section 13.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

ARTICLE XIV. CONDEMNATION.

Section 14.1 Consequences of Condemnation. If at any time or times during the continuance of the Condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 14.2 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

Section 14.3 Complete Taking. In the event that the entire Project is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to the appraised value of the Condominium exclusive of the amounts paid for personal property, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 13.4 of this Declaration.

Section 14.4 Partial Taking. In the event that less than the entire Project is taken or condemned, sold, or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall reasonably and in good faith allocate the Condemnation Award between compensation, damages, or other proceeds and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Area shall be apportioned among Owners in the same manner provided in Section 10.3 of this Declaration, (b) the total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury

to a particular Unit and/or improvements an Owner has made within her/his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 13.4 of this Declaration.

Section 14.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in Article XV hereof.

Section 14.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII above.

ARTICLE XV. REVOCATION OR AMENDMENT.

Section 15.1 Declaration. Except as provided in Section 15.2, this Declaration shall not be revoked, nor shall any of the provisions herein be amended, unless the Owners representing an aggregate of seventy-five percent (75%) or more of the voting rights of the Association and all holders of any recorded Mortgage covering or affecting any or all of the Condominiums, whose interests as Mortgagees appear in the Ada County real estate records, consent and agree to such revocation or amendment by instruments duly recorded. Any such revocation or amendment shall be binding upon every Owner and every Condominium whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Condominium consents thereto.

Section 15.2 Right of Developer to Amend Declaration. At any time within two (2) years from the date this Declaration is recorded with the Ada County Recorder, Developer shall have the right to combine Units as provided in Section 5.2 hereof.

In the event Developer exercises its right under this Section 15.2, then Developer shall file with the Ada County Recorder an amendment to this Declaration showing, by way of a diagrammatic floor plan(s) of each floor whose configuration has been changed by Developer, the boundaries of each Unit on each changed floor, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit numbers identifying the Units, and the Common Area, together with such other information as may be included therein in the discretion of the Developer. In addition, Developer shall include in its amendment to this Declaration an amendment to Exhibit C reflecting

any changes in the percentage of ownership interest in the Common Area allocated to each Unit resulting from Developer's exercise of its right under this Section 15.2.

All of Owners irrevocably constitute and appoint the Developer their true and lawful attorney-in-fact in their name, place, and stead for the purpose of amending this Declaration and if required, the Condominium Plat, to document the changes allowed under this Section 15.2. Acceptance by any grantee of a deed from the Developer or from any Owner shall constitute such appointment.

ARTICLE XVI. PERIOD OF CONDOMINIUM OWNERSHIP.

The condominium ownership created by Declarant and the Condominium Plat shall continue until this Declaration is revoked in the manner provided in Article XV of this Declaration or until terminated in the manner provided in Article XIII (Obsolescence) or Article XIV (Condemnation) of this Declaration.

ARTICLE XVII. MISCELLANEOUS.

Section 17.1 Compliance With Provisions of Declaration and Bylaws of the Association. Each Owner shall comply with the provisions of this Declaration, the Association Bylaws, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner. The prevailing party shall be entitled to an award of costs and attorney fees.

Section 17.2 Registration of Mailing Address. Each Owner shall register his/her mailing address with the Association, and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Association Bylaws. All notices or demands to be served on Mortgagees pursuant thereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section 17.2 shall be deemed given when deposited in the United States mail in the form provided for in this Section 17.2.

Section 17.3 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that she/he may

have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after he/she conveys such Condominium.

Section 17.4 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 17.5 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

Section 17.6 Construction by Declarant. Nothing in this Declaration, nor any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Common Areas and to Units owned by Declarant or to alter the foregoing or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Project. Such right shall include but shall not be limited to erecting, constructing, and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Units by Declarant to establish on the Project additional easements, reservations, and rights-of-way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Project. Prior to the acquisition of title by purchasers of the total number of Units of the Project, no action by the Association shall require Declarant to construct additional improvements to the Common Areas and Units unless Declarant agrees to construct such improvements. Declarant reserves the right to alter its construction plans and designs as it deems appropriate.

Section 17.7 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

ARTICLE XVIII. DISPUTE RESOLUTION.

In the event Owners are unable to resolve any significant dispute amongst themselves arising out of the operation or management of the Project, the following procedure shall be invoked. The Owners shall attempt to select an independent representative to resolve the dispute within seven (7) days of receiving an Owner's notice of intent to proceed under this provision. If the Owners cannot agree on the selection of an independent representative, then each of the two opposing sides to the dispute shall select an independent representative within seven (7) days. The independent representatives shall meet at their earliest convenience and within ten (10) days to attempt to reach

a decision resolving the disputed matter. If unable to do so, they shall, as soon as practicably possible, select a third party to meet with them and attempt to resolve the dispute. The decision of two or more of these three persons shall be binding and conclusive upon all Owners. If this dispute resolution mechanism does not result in a decision agreed upon by at least two of the dispute resolvers within a reasonable amount of time, then the dispute shall be submitted to arbitration under the rules of the American Arbitration Association. The prevailing Owner in any arbitration or judicial proceeding shall be awarded reasonable costs and attorney fees from the other Owner. Any unpaid award shall be imposed as a special assessment secured by a lien on the Condominium(s) of the Owner liable for such award as set forth in this Declaration.

BLOCK 22 LLC,
an Idaho limited liability company

By: S-Sixteen Limited Partnership, Member

By: J.R. Simplot Self-Declaration of
Revocable Trust, General Partner

By: J.R. Simplot, Trustee

By Charles I. May
~~J.R. Simplot, Trustee~~

Charles E. MURPHY, Authorized Agent

By: Diamond Holding LLC, Member

By WCP
W. Cord Pereira, Manager

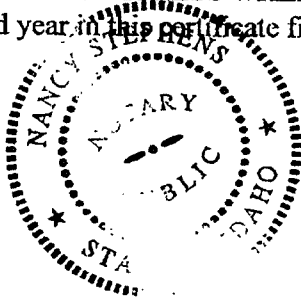
By: WC/WLDC Idaho, L.L.C., Member

By Jerry Jenkins
Jerry Jenkins, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of February, 1998, before me, Nancy J. Stephens, the undersigned notary public in and for said state, personally appeared Charles E. Morey, known or identified to me to be the Authorized Agent for the J.R. Simplot Self-Declaration of Revocable Trust, J.R. Simplot, Trustee, the sole general partner of S-Sixteen Limited Partnership, a Member of Block 22 LLC, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Block 22 LLC.

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

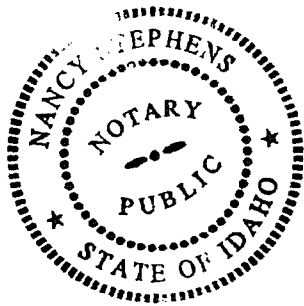


Nancy J. Stephens
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 4-18-00

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of February, 1998, before me, Nancy J. Stephens, the undersigned notary public in and for said state, personally appeared W. Cord Pereira, Manager of Diamond Holding LLC, a Member of Block 22 LLC, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Block 22 LLC.

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

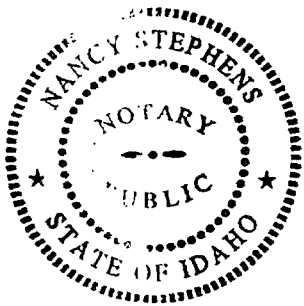


Nancy J. Stephens
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 4-18-00

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of February, 1998, before me, Nancy J. Stephens, the undersigned notary public in and for said state, personally appeared Jerry Jenkins, a Manager of WC/WLDC Idaho, a Member of Block 22 LLC, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Block 22 LLC.

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



Nancy J. Stephens
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 4-18-00

EXHIBIT A

BLOCK TWENTY TWO CONDOMINIUMS

PARCEL 1:

A PARCEL OF LAND BEING PORTIONS OF LOTS 6 AND 7, ALL OF LOTS 1 THRU 5 AND 8 THRU 12, A PORTION OF THE VACATED ALLEY AND PORTIONS OF THE VACATED WEST GROVE AND NORTH 8TH STREETS OF BLOCK 22 OF THE BOISE CITY ORIGINAL TOWNSITE, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO IN BOOK 1 OF PLATS AT PAGE 1 LYING IN SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN MARKING THE SOUTHEASTERLY CORNER OF THE SAID BLOCK 22; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF THE SAID BLOCK 22

NORTH 35°13'30" EAST 118.59 FEET TO A POINT; THENCE LEAVING THE SAID SOUTHEASTERLY BOUNDARY

**NORTH 54°47'10" WEST 0.76 FEET TO A POINT; THENCE
SOUTH 35°12'50" WEST 4.39 FEET TO A POINT; THENCE
NORTH 54°47'10" WEST 1.53 FEET TO A POINT; THENCE
SOUTH 35°12'50" WEST 1.50 FEET TO A POINT; THENCE
SOUTH 54°47'10" EAST 0.73 FEET TO A POINT; THENCE
SOUTH 80°12'50" WEST 9.27 FEET TO A POINT; THENCE
NORTH 09°47'10" WEST 14.25 FEET TO A POINT; THENCE
NORTH 80°12'50" EAST 9.02 FEET TO A POINT; THENCE
NORTH 09°47'10" WEST 0.58 FEET TO A POINT; THENCE
SOUTH 80°12'50" WEST 0.92 FEET TO A POINT; THENCE
NORTH 09°47'10" WEST 7.62 FEET TO A POINT; THENCE
NORTH 80°12'50" EAST 9.83 FEET TO A POINT; THENCE
SOUTH 09°47'10" EAST 7.62 FEET TO A POINT; THENCE
SOUTH 80°12'50" WEST 5.41 FEET TO A POINT; THENCE
SOUTH 09°47'10" EAST 0.58 FEET TO A POINT; THENCE
NORTH 80°12'50" EAST 5.41 FEET TO A POINT; THENCE
SOUTH 09°47'10" EAST 5.17 FEET TO A POINT; THENCE
SOUTH 54°47'10" EAST 1.09 FEET TO A POINT; THENCE
SOUTH 35°12'50" WEST 0.40 FEET TO A POINT; THENCE
SOUTH 54°47'10" EAST 0.76 FEET TO A POINT ON THE SAID SOUTHEASTERLY**

BOUNDARY OF BLOCK 22; THENCE ALONG THE SAID SOUTHEASTERLY BOUNDARY
NORTH 35°13'30" EAST 135.43 FEET TO A POINT MARKING THE
NORTHEASTERLY CORNER OF THE SAID BLOCK 22; THENCE

NORTH 35°13'04" EAST, FORMERLY NORTH 35°13'30" EAST, 10.00 FEET TO A
POINT; THENCE ALONG A LINE 10.00 FEET NORTHEASTERLY OF AND PARALLEL TO
THE NORTHEASTERLY BOUNDARY OF THE SAID BLOCK 22

NORTH 54°47'58" WEST 248.30 FEET, FORMERLY 248.27 FEET, TO A POINT OF
CURVE; THENCE ALONG A CURVE TO THE RIGHT 95.91 FEET, FORMERLY 95.93 FEET,
SAID CURVE HAVING A CENTRAL ANGLE OF 54°57'12", FORMERLY 54°57'53", A
RADIUS OF 100.00 FEET AND A LONG CHORD BEARING

SOUTH 86°11'41" WEST 92.28 FEET, FORMERLY SOUTH 86°12'13" WEST 92.30
FEET TO A POINT; THENCE ALONG A LINE 20.00 FEET NORTHWESTERLY OF AND
PARALLEL TO THE NORTHWESTERLY BOUNDARY OF THE SAID BLOCK 22

SOUTH 35°12'30" WEST 212.12 FEET TO A POINT ON THE SOUTHEASTERLY
BOUNDARY OF THE SAID BLOCK 22; THENCE ALONG THE SAID SOUTHWESTERLY
BOUNDARY

SOUTH 54°47'10" EAST 319.91 FEET TO THE POINT OF BEGINNING,

EXCEPTING from the herein described PARCEL 1 all of real property subject to the
Condominium Declaration for Boulevard Two Fifty Five Condominiums and more particularly
described as follows:

PARCEL A:(FOOTPRINT FOR ELEVATOR "A")

A PARCEL OF LAND BEING A PORTION OF THE VACATED ALLEY
OF BLOCK 22 OF THE BOISE CITY ORIGINAL TOWNSITE, FILED FOR
RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE,
IDAHO IN BOOK 1 OF PLATS AT PAGE 1 LYING IN SECTION 10, T.3N.,
R.2E., B.M., BOISE, ADA COUNTY, IDAHO AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE SOUTHEASTERLY
CORNER OF THE SAID BLOCK 22; THENCE ALONG THE
SOUTHEASTERLY BOUNDARY OF THE SAID BLOCK 22

NORTH 35°13'30" EAST 129.30 FEET TO A POINT; THENCE LEAVING
THE SAID SOUTHEASTERLY BOUNDARY

NORTH 54°46'30" WEST 5.93 FEET TO THE POINT OF BEGINNING;
THENCE

NORTH 09°47'10" WEST 7.62 FEET TO A POINT; THENCE

SOUTH 80°12'50" WEST 9.83 FEET TO A POINT; THENCE

SOUTH 09°47'10" EAST 7.62 FEET TO A POINT; THENCE

NORTH 80°12'50" EAST 9.83 FEET TO THE POINT OF BEGINNING,
SAID PARCEL OF LAND CONTAINS 74.90 SQUARE FEET, MORE OR LESS,
**PARCEL B:(AIRSPACE FOR GARAGE FLOOR ELEVATOR VESTIBULE -
UNIT 101)**

THAT PORTION OF LOT 6 AND THAT PORTION OF THE VACATED ALLEY OF BLOCK 22 OF THE BOISE CITY ORIGINAL TOWNSITE, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO IN BOOK 1 OF PLATS AT PAGE 1 LYING IN SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO WHICH IS THE FREE OR OCCUPIED SPACE LYING BETWEEN ELEVATIONS 78.00 AND 88.25, AS DEFINED ON SHEET 2 OF 9 OF THIS PLAT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE SOUTHEASTERLY CORNER OF THE SAID BLOCK 22; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF THE SAID BLOCK 22

NORTH 35°13'30" EAST 129.30 FEET TO A POINT; THENCE LEAVING THE SAID SOUTHEASTERLY BOUNDARY

NORTH 54°46'30" WEST 5.93 FEET TO A POINT; THENCE
SOUTH 80°12'50" WEST 5.41 FEET TO THE POINT OF BEGINNING;
THENCE:

SOUTH 09°47'10" EAST 0.92 FEET TO A POINT; THENCE
NORTH 80°12'50" EAST 5.16 FEET TO A POINT; THENCE
SOUTH 09°47'10" EAST 5.06 FEET TO A POINT; THENCE
SOUTH 35°12'50" WEST 6.99 FEET TO A POINT; THENCE
SOUTH 80°12'50" WEST 3.86 FEET TO A POINT; THENCE
NORTH 09°47'10" WEST 3.92 FEET TO A POINT; THENCE
SOUTH 80°12'50" WEST 16.70 FEET TO A POINT; THENCE
NORTH 09°47'10" WEST 15.33 FEET TO A POINT; THENCE
NORTH 80°12'50" EAST 7.33 FEET TO A POINT; THENCE
SOUTH 09°47'10" EAST 9.00 FEET TO A POINT; THENCE
NORTH 80°12'50" EAST 8.58 FEET TO A POINT; THENCE
NORTH 09°47'10" WEST 0.66 FEET TO A POINT; THENCE
NORTH 80°12'50" EAST 4.42 FEET TO THE POINT OF BEGINNING,

PARCEL C:(AIRSPACE FOR GROUND FLOOR ELEVATOR VESTIBULE -

UNIT 201)

THAT PORTION OF LOT 6 AND THAT PORTION OF THE VACATED ALLEY OF BLOCK 22 OF THE BOISE CITY ORIGINAL TOWNSITE, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO IN BOOK 1 OF PLATS AT PAGE 1 LYING IN SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO WHICH IS THE FREE OR OCCUPIED SPACE LYING BETWEEN ELEVATIONS 100.00 AND 117.33, AS DEFINED ON SHEET 2 OF 9 OF THIS PLAT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE SOUTHEASTERLY CORNER OF THE SAID BLOCK 22; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF THE SAID BLOCK 22

NORTH 35°13'30" EAST 118.59 FEET TO THE POINT OF BEGINNING;
THENCE LEAVING THE SAID SOUTHEASTERLY BOUNDARY

NORTH 54°47'10" WEST 0.76 FEET TO A POINT; THENCE

SOUTH 35°12'50" WEST 4.39 FEET TO A POINT; THENCE

NORTH 54°47'10" WEST 1.53 FEET TO A POINT; THENCE

SOUTH 35°12'50" WEST 1.50 FEET TO A POINT; THENCE

SOUTH 54°47'10" EAST 0.73 FEET TO A POINT; THENCE

SOUTH 80°12'50" WEST 9.27 FEET TO A POINT; THENCE

NORTH 09°47'10" WEST 14.25 FEET TO A POINT; THENCE

NORTH 80°12'50" EAST 9.02 FEET TO A POINT; THENCE

NORTH 09°47'10" WEST 0.58 FEET TO A POINT; THENCE

NORTH 80°12'50" EAST 3.50 FEET TO A POINT; THENCE

SOUTH 09°47'10" EAST 0.58 FEET TO A POINT; THENCE

NORTH 80°12'50" EAST 5.41 FEET TO A POINT; THENCE

SOUTH 09°47'10" EAST 5.17 FEET TO A POINT; THENCE

SOUTH 54°47'10" EAST 1.09 FEET TO A POINT; THENCE

SOUTH 35°12'50" WEST 0.40 FEET TO A POINT; THENCE

SOUTH 54°47'10" EAST 0.76 FEET TO A POINT ON THE SAID SOUTHEASTERLY BOUNDARY OF BLOCK 22; THENCE ALONG THE SAID SOUTHEASTERLY BOUNDARY

SOUTH 35°13'30" WEST 6.25 FEET TO THE POINT OF BEGINNING,

PARCEL D:(AIR RIGHTS BETWEEN ELEVATIONS 241.91 AND 285.33 - 14TH THRU 16TH FLOOR)

THAT PORTIONS OF LOTS 2, 3, 4, 5, 6, 11 AND 12 AND THAT

PORTION OF THE VACATED ALLEY OF BLOCK 22 OF THE BOISE CITY ORIGINAL TOWNSITE, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO IN BOOK 1 OF PLATS AT PAGE 1 LYING IN SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO WHICH IS THE FREE OR OCCUPIED SPACE LYING BETWEEN ELEVATIONS 241.91 AND 285.33, AS DEFINED ON SHEET 2 OF 9 OF THIS PLAT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE SOUTHEASTERLY CORNER OF THE SAID BLOCK 22; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF THE SAID BLOCK 22

NORTH 35°13'30" EAST 112.43 FEET TO THE POINT OF BEGINNING; THENCE LEAVING THE SAID SOUTHEASTERLY BOUNDARY

SOUTH 80°12'50" WEST 159.00 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF THE SAID BLOCK 22; THENCE ALONG THE SAID SOUTHWESTERLY BOUNDARY

NORTH 54°47'10" WEST 47.79 FEET TO A POINT; THENCE LEAVING THE SAID SOUTHWESTERLY BOUNDARY

NORTH 09°47'10" WEST 30.79 FEET TO A POINT; THENCE

NORTH 80°12'50" EAST 226.58 FEET TO A POINT; THENCE

SOUTH 09°47'10" EAST 30.81 FEET TO A POINT ON THE SAID SOUTHEASTERLY BOUNDARY OF BLOCK 22; THENCE ALONG THE SAID SOUTHEASTERLY BOUNDARY

SOUTH 35°13'30" WEST 47.77 FEET TO A THE POINT OF BEGINNING.

SAID PARCEL 1 CONTAINS 1.21 ACRES, MORE OR LESS.

PARCEL 2:(AIR RIGHTS AND SUPPORT COLUMNS EASEMENT)

The easement rights of Declarant as created by that certain Air and Ground Rights Easement dated November 18, 1996, by and between Declarant and Capital City Development Corporation recorded in the records of Ada County, Idaho, as Instrument No. 96100243, including the air rights and support columns easement granted herein over and on the following described parcel:

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO, BEING A PORTION OF VACATED GROVE STREET, VACATED 8TH STREET, AND A PORTION OF LOT 7 OF BLOCK 22 OF THE BOISE CITY ORIGINAL TOWNSITE, WHICH IS FREE OR OCCUPIED SPACE LYING BETWEEN ELEVATIONS 99.79 AND 138.97 AS DEFINED ON SHEET 2 OF 13 OF THE PLAT FOR

BLOCK TWENTY TWO CONDOMINIUMS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 22, A POINT MARKED BY A 5/8" IRON PIN; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 22

NORTH 54°47'10" WEST 319.91 FEET TO A POINT; THENCE ALONG A LINE THAT IS 20.00 FEET NORTHWESTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF SAID BLOCK 22

NORTH 35°12'30" EAST 212.12 FEET TO **THE POINT OF BEGINNING**, MARKED BY A 5/8" IRON PIN; THENCE ALONG A LINE THAT IS RADIAL TO A CURVE WITH A 100' RADIUS

NORTH 23°40'17" EAST 14.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS IS 86.00 FEET, WHOSE CENTRAL ANGLE IS 54°57'12", WHOSE LENGTH IS 82.48 FEET AND WHOSE LONG CHORD BEARS

NORTH 86°11'41" EAST 79.36 FEET TO A POINT ON A LINE THAT IS RADIAL TO A CURVE WITH A 100' RADIUS

SOUTH 31°16'55" EAST 14.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS IS 100.00 FEET, WHOSE CENTRAL ANGLE IS 54°57'12" (FORMERLY 54°57'53"), WHOSE LENGTH IS 95.91 FEET (FORMERLY 95.93 FEET) AND WHOSE LONG CHORD BEARS

SOUTH 86°11'41" WEST 92.28 FEET (FORMERLY SOUTH 86°12'13" WEST 92.30 FEET) TO **THE POINT OF BEGINNING**.

ARTICLES OF INCORPORATION

OF

BLOCK TWENTY-TWO CONDOMINIUMS ASSOCIATION, INC.

The undersigned, acting as incorporators of a nonprofit corporation under the Idaho Nonprofit Corporation Act, adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is Block Twenty-Two Condominium Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II

The period of existence and the duration of the life of this Association shall be perpetual.

ARTICLE III

This Association shall be a nonprofit membership corporation.

ARTICLE IV

The name of the registered agent of this Association shall be Charles Morey, and the location and post office address of the registered office of this Association shall be 999 Main Street, P.O. Box 27, Boise, Idaho 83701.

ARTICLE V

This Association is formed to be a Management Body as permitted by the provisions of the Idaho Condominium Property Act, Idaho Code, Title 55, Chapter 15, and its powers are and shall be consistent with the provisions of the Act.

ARTICLE VI

Section 1. The nature of the business and the objective and purpose of this Association shall be as follows:

(a) This Association shall be the "Management Body" as defined in Section 55-1503, Idaho Code, and as provided for in the terms and conditions of that certain Condominium Declaration for Block Twenty-Two Condominiums (hereinafter referred to as the "Declaration") to

be executed by Block 22, L.I.C., which delegates and authorizes this Association to exercise certain functions as the Management Body.

(b) The Management Body shall have the power to have, exercise, and enforce all rights and privileges and to assume, incur, perform, carry out, and discharge all duties, obligations, and responsibilities of a Management Body as provided for in the Idaho Condominium Property Act and in the Declaration, as such Declaration is originally executed or, if amended, as amended. The Management Body shall have the power to adopt and enforce rules and regulations covering the use of any condominium project or any area or units thereof, to levy and collect the annual and special assessments and charges against the condominiums and the members thereof, and, in general, to assume and perform all the functions to be assumed and performed by the Management Body as provided for in the Declaration. It shall have the power to transfer, assign, or delegate such duties, obligations, or responsibilities to other persons or entities as permitted or provided for in the Idaho Condominium Property Act, the Declaration, or in an agreement executed by the Association with respect thereto. The Management Body shall actively foster, promote, and advance the interest of owners of condominium units within the condominium project.

Section 2. In addition to the foregoing, where not inconsistent with either the Idaho Condominium Property Act (Title 55, Chapter 15, Idaho Code) or Title 10, Idaho Code, the Association shall have the following powers:

(a) The Association shall have the authority set forth in Title 30 of the Idaho Code relating to the organization and conduct of general business corporations.

(b) The Association shall have the power to buy, sell, acquire, hold, mortgage, or enter into a security agreement, pledge, lease, assignment, transfer, trade, and deal in and with all kinds of personal property, goods, wares, and merchandise of every kind, nature, and description.

(c) The Association shall have the power to buy, sell, lease, let, mortgage, exchange, or otherwise acquire or dispose of lands, lots, houses, buildings and real property, hereditaments, and appurtenances of all kinds and wheresoever situated, and any interest and rights therein, to the same extent as natural persons might or could do and without limit as to amount.

(d) The Association shall have the power to borrow money, draw, make, accept, enforce, transfer, and execute promissory notes, debentures, and other evidences of indebtedness, and for the purpose of securing any of its obligations or contracts, to convey, transfer, assign, deliver, mortgage, and/or pledge all or any part of the property or assets, real or personal, at any time owned or held by this Association.

(e) The Association shall have the power to have one or more officers to carry on all or any part of its operations and businesses and to do all and everything necessary, suitable, convenient, or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the objectives herein named, or which shall at any time appear conducive or expedient

for the protection or benefit of the Association, and which now or hereafter may be authorized by law, and this to the same extent and as fully as natural persons might or could do as principals, agents, contractors, trustees, or otherwise, and either alone or in connection with any firm, person, association, or corporation.

The foregoing clauses are to be construed both as objectives and powers. As hereby expressly provided, an enumeration herein of the objectives, powers, and purposes shall not be held to restrict in any manner the general powers of the Association. The Association shall have the power to do all acts that are necessary and convenient to obtain the objectives and purposes herein set forth to the same extent and as fully as any natural person could or might do within the framework of the Idaho Condominium Property Act, these Articles of Incorporation, and the general corporation laws of Idaho.

ARTICLE VII

Section 1. Each member shall be entitled to receive a certificate of membership, which certificate shall state the number of votes that member is entitled to cast as a member of the Association.

Section 2. There shall be one membership in the Association for each condominium in Block Twenty-Two Condominiums, as established in the Declaration. The members of the Association must be and remain owners of condominiums within the project set forth in the Declaration to be recorded in Ada County, Idaho, and the Association shall include all owners of condominiums within the project. If title to a condominium is held by more than one person, the membership relating to that condominium shall be shared by all such persons in the same proportionate interest and the same type of tenancy in which the title to the condominium is held.

Section 3. No person or entity other than an owner may be a member of the Association. A member shall not assign or transfer his membership certificate except in connection with the transfer or sale of a condominium; provided, however, the rights of membership may be assigned to a mortgagor as further security for a loan secured by a lien on a condominium. Every person or entity who is an owner of any condominium unit included in any condominium project for which the Association has been or may be designated as a Management Body shall be required to be a member of the Association and remain a member so long as such person or entity shall retain the ownership of the condominium unit. Membership in the Association is declared to be appurtenant to the title of the condominium unit upon which such membership is based and automatically shall pass with the sale or transfer of the unit. Members shall not have preemptive rights to purchase other memberships in the Association or other condominium units in the project.

Section 4. The voting rights and interests of a member of the Association shall be determined by the owner member's percentage interest in the Common Area of the condominium project described in the Declaration and Exhibit C thereto, as the term "Common Area" is defined

in Section 55-1503 of the Idaho Code. The Declaration, or an exhibit attached thereto, shall set forth the percentage interest of each owner member in the Common Area, which interest depends upon the number and type of condominium units. The voting rights and interests of new members shall be determined in the same way as such percentage interests and rights were determined for old members and in accordance with any amendment to the Declaration and Exhibit B thereto allocating Common Area to the respective units.

Section 5. There shall be a total of one hundred (100) votes to be allocated as described in Article VII, Section 4, and in this section. The total number of votes that attached to membership certificates shall be exercised by the members of the Association from and after the date of the incorporation. Each member shall be entitled to vote the same percentage of 100 votes as he is given percentage in the Common Area. At the election of directors, each member entitled to vote shall have the right to cumulate his votes and give one candidate the number of votes equal to the number of directors to be elected multiplied by the number of votes to which his shares are entitled or to distribute his votes on the same principal among as many candidates as he shall deem fit. The candidates receiving the highest number of votes shall be elected.

ARTICLE VIII

Each member shall be liable for the payment of assessments provided for in the Declaration and for the payment and discharge of the liabilities of the Association as provided for in the Declaration, the Idaho Condominium Property Act (Title 55, Chapter 15, Idaho Code), and as set forth in the Bylaws of the Association.

ARTICLE IX

The Bylaws of the Association may be altered, amended, or new bylaws adopted by any regular or special meeting of the Association called for that purpose by the affirmative vote of two-thirds (2/3) of the membership of the Association which also holds two-thirds (2/3) of the voting power of the Association. The Bylaws may also be amended or repealed, or new bylaws adopted, at any meeting of the Board of Directors by the vote of at least a majority of the entire Board; provided, any bylaw adopted by the Board may be amended or repealed by the members in the manner set forth above.

Any proposal to amend or repeal these Bylaws or to adopt new bylaws shall be stated in the notice of the meeting of the Board of Directors or its members, or in the waiver of notice thereof, as the case may be, unless all of the directors or the members are present at such meeting.

ARTICLE X

For the purpose of specifying in detail the rights, responsibilities, duties, and obligations of the Board of Directors, the officers, employees, and agents of the Association and the numbers

thereof, including the liability of the members for the payment of assessments, the Bylaws may incorporate by reference the provision of the Declaration recorded in Ada County, Idaho.

ARTICLE XI

The business and affairs of the Association shall be managed and controlled by a Board of Directors. The original Board of Directors shall be three (3) in number; however, the Bylaws of the Association may provide for an increase or decrease in their number; provided, the number of Directors shall not be greater than nine (9) or less than three (3).

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ARTICLE XII

The name and post office address of the incorporator is as follows:

David B. Lincoln	Elam & Burke, P.A.
	P.O. Box 1539
	Boise, Idaho 83701

ARTICLE XIII

No part of the net earnings of the Association shall inure to the benefit of any private member or individual (other than by acquiring, constructing, or providing management, maintenance, and care of property held by the Association, commonly held by the members of the Association, or located in the development and owned by members of the Association, and other than by a rebate of excess membership dues, fees, or assessments).

ARTICLE XIV

In the event the Association is voluntarily or involuntarily dissolved, the assets of the Association shall be conveyed to a municipality, other political subdivision of the State of Idaho, or a nonprofit corporation having purposes substantially similar to those of this Association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 1998.

David B. Lincoln

BYLAWS
OF
BLOCK TWENTY-TWO CONDOMINIUM ASSOCIATION, INC.

Article I

Principal Office

The principal office of the Block Twenty-Two Condominium Association, Inc. (the "Association"), shall be in Boise, Ada County, Idaho. The Association may have such other offices, either within or without the State of Idaho as the Board of Directors may determine or the affairs of the Association may require.

Article II

Board of Directors

1. General Powers. The property, business, and affairs of the Association shall be controlled and managed by the Board of Directors.
2. Number. The Board of Directors shall consist of three (3) members. The Board of Directors may be increased by amendment of these Bylaws; provided, however, the number of directors shall not be increased to more than nine (9) or less than two (2), and provided, further, a reduction in the number of directors by amendment of these Bylaws shall not have the effect of reducing the term of an incumbent director.
3. Qualifications, Election, and Term. Directors need not be members of the Association and shall be elected by the members at their annual meeting. At elections of directors, each member entitled to vote shall have the right to cumulate the member's votes and give one candidate the number of votes equal to the number of directors to be elected multiplied by the number of votes to which the member's shares are entitled or to distribute the member's votes on the same principal among as many candidates as the member shall deem fit. The candidates receiving the highest number of votes shall be elected. All other action shall be determined by a majority of the votes cast at such meeting, except as therein provided by statute or the Articles of Incorporation. Directors shall serve the term of one (1) year or until their successors are duly elected and qualified.
4. Removal, Resignation. Any director may be removed with or without cause by a two-thirds (2/3) vote of the total number of votes entitled to be cast by the members of the Association at a meeting called for that purpose, except that if less than the entire board is to be removed, no one of the directors may be removed if the votes cast against such director's removal would be sufficient to elect the director if then cumulatively voted at an election to the entire Board of Directors. Any

director may resign by submitting a written notice to the Board of Directors stating the effective date of the director's resignation, and acceptance of the resignation shall not be necessary to make it effective.

5. Vacancies. Any vacancy occurring on the Board of Directors whether by removal, resignation, death, or otherwise shall be filled by majority of the remaining directors though less than a quorum of the Board. A director elected to fill a vacancy on the Board of Directors shall hold office until the next annual election of directors and until the director's successor is duly elected and qualified.

6. Meeting. There shall be a regular annual meeting of the Board of Directors immediately following the annual meeting of the members of the Association, and the Board may establish regular meetings to be held at such other places and at such other times as it may determine from time to time. After the establishment of a time and place for such regular meeting, no further notice thereof need be given. Special meetings of the Board may be called by the President or upon written request delivered to the Secretary-Treasurer by any two (2) directors.

7. Notices, Waiver. Five (5) days' notice of special meetings shall be given to each director by the Secretary-Treasurer. Such notice may be given orally to each director. Written waiver of notice signed by a director or attendance at a meeting of the Board of Directors by a director shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the failure to receive such notice or to defects in said notice.

8. Quorum, Vote Required, Adjournment. At any meeting of the Board of Directors, a majority of the qualified directors shall constitute a quorum. If a quorum is present, the action of the majority of the directors present and voting shall be the act of the Board of Directors. If a quorum is not present, the majority of directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting.

9. Action of Directors Without a Meeting. Any action required to be taken or any other action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the directors entitled to vote in respect to the subject matter thereof.

Article III

Officers

1. General. The officer of the Association shall be a President and a Secretary-Treasurer, whom shall be elected by the Board of Directors to serve at the pleasure of the Board.

2. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall direct, supervise, coordinate, and have general control over the affairs of the Association and shall have the powers generally attributable to

the chief executive officer of a corporation. The President shall preside at all meetings of the members of the Association.

3. Secretary-Treasurer. The Secretary-Treasurer shall be the custodian of the records and the seal of the Association, shall affix the seal to all documents requiring the same, and shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law and that the books, reports, and other documents and records of the Association are properly kept and filed. The Secretary-Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association. The Secretary-Treasurer shall deposit all moneys and other valuable effects in the name of and to the credit of the Association in such banks and depositories as shall be designated by the Board of Directors. The Secretary-Treasurer shall keep books of account and records of transactions and of the financial condition of the Association and shall submit such reports thereof as the Board of Directors may from time to time require, and in general shall perform all of the duties as may from time to time be assigned to the Secretary-Treasurer by the Board of Directors or the President. The Board may appoint one or more assistant secretary-treasurers who may act in the place of the Secretary-Treasurer in case of the Secretary-Treasurer's death, absence, inability, or failure to act.

4. Compensation. Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized by the Board of Directors. Appointment of any officer, agent, or employee shall not in and of itself create contractual rights of compensation for services performed by such officer, agent, or employee.

5. Delegating of Powers. In case of absence of any officer of the Association or for any other reason that may seem sufficient to the Board of Directors, the Board may delegate that officer's duties and powers for the time being to any other officer or any director.

Article IV

Rights, Duties, and Obligations of the Members of the Association

1. Membership. Every owner of the condominium unit shall be a member of the Association, and no person or entity other than an owner of a condominium unit may be a member of the Association if title to a condominium is held by more than one person, the membership related to that condominium shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which the title to the condominium unit is held. Memberships in the Association shall not be transferred except in connection with the transfer of a condominium unit; provided, however, the rights of membership may be assigned a further security for a loan secured by a lien on a condominium unit.

2. Transfer of Membership. Transfer of membership in the Association shall occur upon the transfer of a title to the condominium unit to which the membership pertains; however, the Association shall be entitled to maintain the person, persons, or entity in whose name or names the

membership is recorded on the books and records of the Association until such time as evidence of the transfer of title satisfactory to the Association has been submitted to the Secretary-Treasurer. A transfer of membership shall not release the transferor from liability or obligation accrued and incidental to such membership prior to such transfer. In the event of dispute as to ownership of a condominium unit to the membership appurtenant thereto, title to the condominium units as shown on the public records of Ada County, Idaho, shall be determinative.

3. Voting Rights. The voting rights of each member owner will not necessarily be equal to the voting rights of other members. The voting rights of a member of the Association shall be determined by the owner member's percentage interest in the "Common Area" of the Association, as this term is defined in Section 55-1053 of the Idaho Code and calculated in accordance with Section 55-1053(c) of the Idaho Code. The Declaration sets forth the percentage interest of each member in the Common Area, which interest depends upon the number and type of condominium units.

The total number of votes that attach to membership certificates to be exercised by members of Association shall be expressed as a percentage and shall be one hundred percent (100%), all of which votes shall be exercised by the members of the Association from and after the date of the incorporation. Each member shall be entitled to vote the same percentage of the total as is set forth in Exhibit C of the Condominium Declaration. Voting by proxy shall be permitted; however, proxies must be filed with the Secretary-Treasurer twenty-four (24) hours before the appointed time of the meeting.

4. Annual Meetings. An annual meeting of the members for the purpose of electing directors and transaction of such other matters as may properly come before the meeting shall be held on the first Wednesday in October of each year in a convenient location in Boise, Idaho.

5. Special Meeting. Special meetings of the members may be called any time by the Board of Directors or by written request of one-fifth (1/5) of the voting power of all members and shall be held at a convenient location in Boise, Idaho. The Secretary-Treasurer shall forthwith give notice of such meeting at such time as the Secretary-Treasurer may fix not less than ten (10) or more than thirty-five (35) days after the receipt of said request, and if the Secretary-Treasurer shall neglect or refuse to issue such call, the Board of Directors or members making request may do so.

6. Notice, Waiver. Notice of annual and special meetings of the members must be given in writing and must state the date, hour, and place of the meeting and generally describe the nature of the business to be transacted. Such notice shall be delivered personally or deposited in the mail, postage prepaid, addressed to the last known address as shown on the books of the Association, to the owner or any one of the co-owners of each membership as shown on the books of the Association and shall be delivered or deposited in the mail at least ten (10) days prior to the date of the meeting.

In the event that a special meeting is called by the members as aforesaid, they shall notify the Secretary-Treasurer in writing of that time, place, and purpose of the meeting in sufficient time to permit the Secretary-Treasurer to give notice to all members in accordance with these Bylaws.

Written waiver of notice signed by or attendance at a meeting by the owners or any one of the co-owners of a membership shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the failure to receive such notice or to defects in the notice.

7. Quorum, Vote Required, Adjournment. Two-thirds (2/3) of the voting rights represented in person or by proxy shall constitute a quorum at any meeting of the members. If a quorum is present, the action of a majority of the voting rights present and voting shall be the act of the members. If a quorum is not present at a meeting, a majority of the voting rights present in person or by proxy may adjourn the meeting from time to time without notice other than announcement of the meeting.

8. Certificates Held. Membership certificates held in estates or trust may be voted by the administrator, executor, guardian, trustee, conservator, or receiver thereof without such membership or title to the condominium unit being transferred to said person.

9. Conduct of the Meeting. The meeting will be conducted by the officers in order of their priority. The order of business shall be a call of the roll, a reading of the notice and proof of the call, report of officers, report of committees, unfinished business, new business, election of directors, and miscellaneous business.

Article V

Articles of Condominium Declaration Incorporated

Pursuant to Article X of the Articles of Incorporation of this Association, the Condominium Declaration for Block Twenty-Two Condominium Association, Inc., is hereby incorporated by reference and made a part of these Bylaws as if set out in full herein.

Article VI

Contracts, Conveyances, Checks, and Miscellaneous

1. Contracts. The Board of Directors may authorize any officer of the Association to enter into any contract or execute any instrument in the name of the Association, except as otherwise specifically required by the Articles of Incorporation or by the Condominium Declaration for Block Twenty-Two Condominiums.

2. Conveyances and Encumbrances. Association property may be conveyed or encumbered by authority of resolution of the Board of Directors. Conveyances or encumbrances shall be executed by instrument by the President and the Secretary-Treasurer of the Association.

3. Checks. All checks, drafts, notes, and orders for the payment of money shall be signed by such persons as the Board of Directors may authorize.

4. Fiscal Year. The fiscal year or business year of the Association shall begin on the first day of October and end on the last day of September following.

5. Records. The Association shall maintain accurate records and accounts of its business and properties, and they shall be kept at such places as are from time to time fixed and designated by the Board of Directors.

6. Seal. The Board of Directors may adopt an Association seal of such design as may be appropriate.

Article VII

Amendments

1. Bylaws. These Bylaws may be amended, altered, or repealed from time to time by a two-thirds (2/3) vote of the membership of the Association which also holds two-thirds (2/3) of the voting power of the Association in accordance with the provisions of Article IX of the Articles of Incorporation at any annual or special meeting; provided, a notice of such meeting states that such amendment, alteration, or repeal is to be considered. These Bylaws may also be amended or repealed, or new bylaws adopted, at any meeting of the Board of Directors by the vote of at least a majority of the entire Board, provided any bylaw adopted by the Board may be amended or repealed by the members in the manner set forth above.

2. Proposed Amendment or Repeal. Any proposal to amend or repeal these Bylaws or to adopt new bylaws shall be stated in the notice of the meeting of the Board of Directors or in the waiver of notice thereof, as the case may be, unless all of the directors are present at such meeting.

APPROVED AND ADOPTED This ____ day of _____, 1998, by the undersigned members of the initial Board of Directors of this Association.

G:\ATW\PDATA\IDBL6792\BLOCK22\CONDO\HYL.B22

EXHIBIT C

Allocation of Common Area
Block Twenty Two Condominiums

<u>Unit No.</u>	<u>% of Common Area</u>
1 (Hotel)	50.69%
2 (Event Arena)	30.86%
3 (Restaurant & Bar)	3.68%
4 (Garage)	13.30%
5 (Hotel Penthouse Floor)	<u>1.47%</u>
	100.00%

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

Block 22 LLC
RECORDED - REQUEST OF

FEE 15 - DEPUTY

FIRST AMENDMENT TO
1999 NO - 4 PH 3: 39

99107973

CONDOMINIUM DECLARATION

FOR

BLOCK TWENTY-TWO CONDOMINIUMS

This First Amendment to Condominium Declaration for Block Twenty-Two Condominiums is made this 27 day of September, 1999, by the undersigned constituting all of the Owners of all Condominium Units in Block Twenty-Two Condominiums.

RECITALS:

WHEREAS, the undersigned are the Owners of all Condominium Units located in the condominium Project known as Block Twenty-Two Condominiums as shown on the Condominium Declaration for Block Twenty-Two Condominiums appearing in the records of Ada County, Idaho, as Instrument No. 98015004 and as defined and described in that certain Condominium Plat of Block Twenty-Two Condominiums appearing in the records of Ada County, Idaho; and

WHEREAS, Article III of the said Declaration currently provides for special allocations of common area costs with respect to the Penthouse Floor; and

WHEREAS, the undersigned desire to provide for a special allocation of income derived from the use and occupancy of portions of the Penthouse Floor by third parties;

NOW, THEREFORE, the undersigned pursuant to Section 15.1 of the said Declaration, the said Declaration is hereby amended as follows:

(1) The title of Article III currently reading "Limited Common Area and Special Allocations of Common Area Costs" is hereby amended to read "Limited Common Area and Special Allocations of Common Area Costs and Income."

(2) Section 3.2 of the said Declaration is hereby amended to add an additional sentence thereto reading as follows:

The Owner of the Hotel Unit shall have full authority to enter into leases, licenses, permits, and other contractual arrangements providing for the use and occupancy of the Penthouse Floor for the installation, operation, maintenance and replacement of electrical equipment or other facilities by third parties, on such terms and conditions as the Owner of the Hotel Unit deems advisable, in such Owner's sole discretion. All income and expenses related to such

contractual arrangements with such persons or entities selected by the Owner of the Hotel Unit shall be borne by or inure to such Owner of the Hotel Unit.

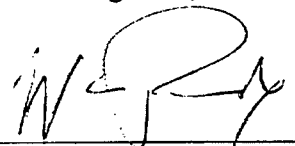
Except as amended hereby the terms and conditions of the said Declaration shall remain in full force and effect.

BLOCK 22 LLC,
an Idaho limited liability company

By: S-Sixteen Limited Partnership, Member

By 
Ray G. Kaufman, President and CEO

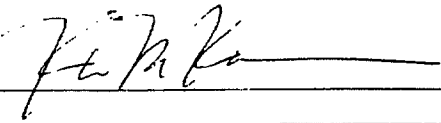
By: Diamond Holding LLC, Member

By 
W. Cord Pereira, Manager


By: WC/WLDC Idaho, L.L.C., Member

By 
Jerry Jenkins, Manager

CAPITAL CITY DEVELOPMENT
CORPORATION

By 
_____, Chairman

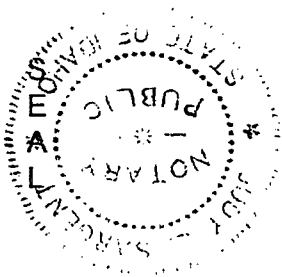
ATTEST:


_____, Secretary

STATE OF IDAHO)
 : ss.
County of ADA)

On this 3 day of Nov, 1999, before me, *Kevin McKee*,
a Notary Public in and for said state, personally appeared Kevin McKee, Chairman of
the Board for The Urban Renewal Agency of the City of Boise, a public body, corporate
and politic, known or identified to me to be the persons whose names are subscribed to
the within and foregoing instruments, and acknowledged to me that they subscribed the
within and foregoing instrument, and acknowledged to me that they have the authority
to execute and executed the same for the purposes therein contained on behalf of The
Urban Renewal Agency of the City of Boise.

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

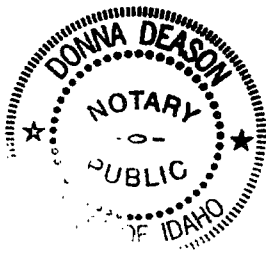


Judy A. Sargent
Notary Public for Idaho
Residence: Boise, ID
Commission Expires: 12-30-99

STATE OF IDAHO)
) ss.
County of Ada)

On this 26 day of October, 1999, before me, Donna Deason, the undersigned notary public in and for said state, personally appeared Ray G. Kaufman, known or identified to me to be the President and CEO of S-Sixteen Limited Partnership, a Member of Block 22 LLC, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Block 22 LLC.

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

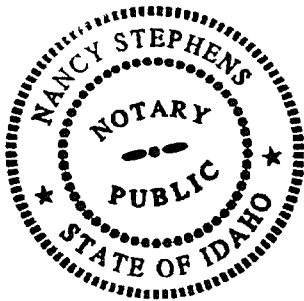


Donna Deason
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 8/2002

STATE OF IDAHO)
) ss.
County of Ada)

On this 26th day of October, 1999, before me, Nancy J. Stephens, the undersigned notary public in and for said state, personally appeared W. Cord Pereira, Manager of Diamond Holding LLC, a Member of Block 22 LLC, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Block 22 LLC.

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

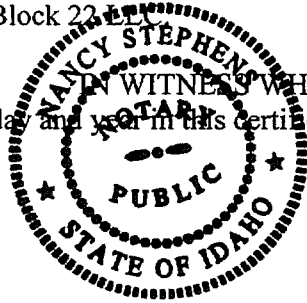


Nancy J. Stephens
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 4-18-00

STATE OF IDAHO)
) ss.
County of Ada)

On this 26 day of October, 1999, before me, Nancy J. Stephens, the undersigned notary public in and for said state, personally appeared Jerry Jenkins, a Manager of WC/WLDC Idaho, a Member of Block 22 LLC, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Block 22 LLC.

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

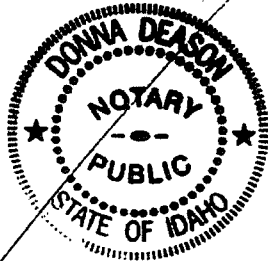


Nancy J. Stephens
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 4-18-00

STATE OF IDAHO)
) ss.
County of Ada)

On this ~~28th~~ day of October, 1999, before me, Donna Deason, the undersigned notary public in and for said state, personally appeared Ray Kaufman known or identified to me to be the Chairman of Capital City Development Corporation, the public body, corporate and politic, that executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of said Capital City Development Corporation.

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



Donna Deason
Notary Public for Idaho
Residing at Boise
Commission Expires 8/2003

ALLIANCE TITLE
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 MR 26 AM 10: 56

RECORDED-REQUEST OF

FEE 9⁰⁰ DEPUTY

98027389

HT-48043044

(3)

DEED

GRANTOR, BLOCK 22 LLC, an Idaho limited liability company, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **URBAN RENEWAL AGENCY OF BOISE CITY aka CAPITAL CITY DEVELOPMENT CORPORATION**, whose current address is 800 West Idaho Street, Suite 304, Boise, Idaho 83702, as **GRANTEE**, and to Grantee's heirs and assigns forever, all of the following described real estate located in Ada County, Idaho:

Condominium Unit No. 4 as shown on the Condominium Plat of Block Twenty Two Condominiums appearing in the records of Ada County, Idaho, as Instrument No. 98015003 and is defined and described in that certain Condominium Declaration for Block Twenty Two Condominiums recorded in the records of Ada County, Idaho, as Instrument No. 98015004.

TOGETHER with all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record, and

SUBJECT TO:

1. The terms, provisions and conditions of the Condominium Declaration for Block Twenty Two Condominiums appearing in the records of Ada County, Idaho, as Instrument No. 98015004
2. The terms and provisions, easements, reservations, restrictions, designations and dedications as shown on the Condominium Plat of Block Twenty Two Condominiums appearing in the records of Ada County, Idaho, as Instrument No. 98015003.
3. Public utility easements, drainage easements and/or other easements in view and of record.
4. Liens, levies and assessments of Block Twenty Two Condominium Association, Inc.
5. The terms, provisions and conditions contained in that certain Deed from The Urban Renewal Agency of Boise City to Block 22 LLC appearing in the records of Ada County, Idaho, as Instrument No. 98002280.
6. The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee himself or herself, or any person claim in, under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument this 24th day of March, 1998.

GRANTOR: BLOCK 22 LLC

S-SIXTEEN LIMITED PARTNERSHIP,
an Idaho limited partnership, **MEMBER**

By: J. R. Simplot Self-Declaration of
Revocable Trust, its General Partner

By: Charles E. Morey
Charles E. Morey
Authorized Agent

DIAMOND HOLDING, LLC,
an Idaho limited liability company, **MEMBER**

By: WCP-M
W. Cord Pereira, Manager

WC/WLDC IDAHO, L.L.C.,
an Idaho limited liability company, **MEMBER**

By: Jerry Jenkins
Jerry Jenkins, Manager

~~Accepted:~~

~~_____~~

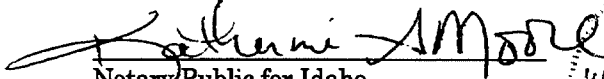
~~By: _____~~

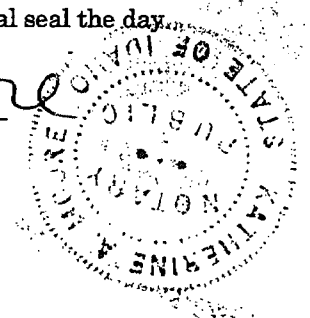
~~By: _____~~

STATE OF IDAHO)
) :ss
County of Ada)

On this 24th day of March, 1998, before me, a Notary Public in and for said State, personally appeared CHARLES E. MOREY, the Authorized Agent for J.R. Simplot, Trustee of the J.R. Simplot Self-Declaration of Revocable Trust which is the General partner of S-Sixteen Limited Partnership, a limited partnership, a Member of Block 22 LLC, the limited liability company that executed the forgoing instrument, and acknowledged to me that he executed the same on behalf of Block 22 LLC

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 Boise, Idaho
My Commission Expires May 20, 1999

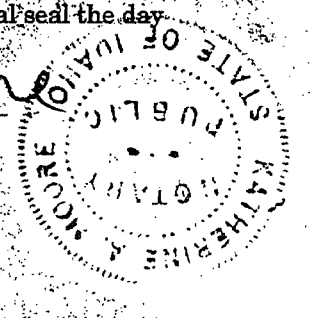


STATE OF IDAHO)
) :ss
County of Ada)

On this 24th day of March, 1998, before me, a Notary Public in and for said State, personally appeared W. CORD PEREIRA, known to me to be the Manager of DIAMOND HOLDING, LLC, a limited liability company, a Member of Block 22 LLC, the limited liability company that executed the forgoing instrument, and acknowledged to me that he executed the same on behalf of Block 22 LLC

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

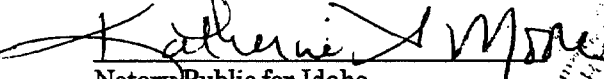

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires May 20, 1999

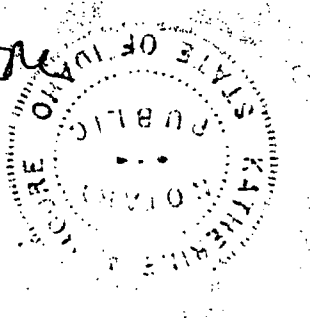


STATE OF IDAHO)
) :ss
County of Ada)

On this 24th day of March, 1998, before me, a Notary Public in and for said State, personally appeared JERRY JENKINS, known to me to be the Manager of WC/WLDC IDAHO, L.L.C., a limited liability company, a Member of Block 22 LLC, the limited liability company that executed the forgoing instrument, and acknowledged to me that he executed the same on behalf of Block 22 LLC

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 Boise, Idaho
My Commission Expires May 20, 1999



Boise City
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1999 FEB 19 AM 10:00

RECORDED - REQUEST OF

FEE 0 DEPUTY Shurft

599 99016391

RESOLUTION 15252

BY THE COUNCIL:

BAKER, FORNEY, HAUSRATH, MAPP,
TERTELING AND WETHERELL

A RESOLUTION APPROVING AN ADDENDUM TO AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY AND BLOCK 22 LIMITED LIABILITY COMPANY FOR THE DISCHARGE OF SEWAGE EFFLUENT TO THE BOISE WASTEWATER TREATMENT SYSTEM; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID ADDENDUM TO AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 7, 1997, pursuant to Resolution No. 14254 the City of Boise and Block 22 entered into a service agreement for the discharge of effluent to the Boise City Wastewater Treatment System; and

WHEREAS, Boise City and Block 22 desire to amend the January 7, 1997 service agreement to reflect a change in the way additional connection fees are calculated.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the Addendum to Agreement by and between the City of Boise City and Block 22 Limited Liability Company, a copy of said Addendum to Agreement marked Exhibit "A" attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Addendum to Agreement for and on behalf of the City of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

R-37-99

ADOPTED by the Council of the City of Boise City, Idaho, this 2nd day
of February, 19 99.

APPROVED by the Mayor of the City of Boise City, this 2nd day of
February, 19 99.

ATTEST:

APPROVED:



CITY CLERK, Deputy



MAYOR



ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT made this 30TH day of Dec, 1998, by and between the CITY OF BOISE CITY, a municipal corporation, hereinafter called CITY, and BLOCK 22 LIMITED LIABILITY COMPANY, a limited liability company duly organized and formed under the laws of the State of Idaho corporation, hereinafter called BLOCK 22.

WITNESSETH:

WHEREAS, on January 7, 1997, CITY and BLOCK 22 entered into a service agreement for the discharge of BLOCK 22's effluent to the Boise City Wastewater Treatment System; and

WHEREAS, CITY and BLOCK 22 wish to amend the agreement dated January 7, 1997 to change the way in which additional connection fees are calculated.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing the parties hereby agree as follows:

1. That this Addendum shall modify the January 7, 1997 agreement.
2. That BLOCK 22 has paid connection fees as identified in Attachment A.
3. That Section V of the agreement dated January 7, 1997 entitled ADDITIONAL CONNECTION FEES is rescinded in full and replaced by the following section:

ADDITIONAL CONNECTION FEES

Additional connection fees shall be charged to BLOCK 22 and paid by BLOCK 22 prior to any construction activities or changes in operations which may have the potential to increase the quantity or strength of discharges to CITY sewer. Such actions include but are not limited to the:

- a) net addition of plumbing fixtures;
- b) net addition of restaurant, bar or banquet dining area;
- c) net addition of condominium units;
- d) net addition of arena seating, ice rink area, pools or spas;
- e) change in any restaurant type.

Additional connection fees shall be charged at the rates in effect at the time the change takes place and at the rates defined in Boise City Code Chapter 11.

Block 22

3. All others terms and conditions contained in the Agreement between CITY and MICRON dated January 7, 1997, consistent with this addendum, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties shall cause this agreement to be executed by their duly authorized officers the day and year first above written.

CITY OF BOISE

H. Brent Coles

H. BRENT COLES, MAYOR

ATTEST:

[Handwritten signature]

CITY CLERK ; Deputy



BLOCK 22 LIMITED LIABILITY COMPANY

[Handwritten signature]

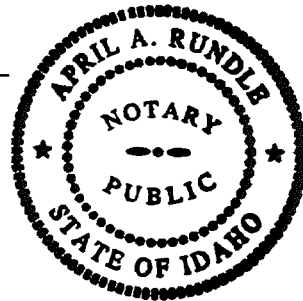
~~PRESIDENT~~ MEMBER

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 12th day of January, ¹⁹⁹⁹~~1998~~, before me, a notary public in and for said state, personally appeared JERRY JENKINS known to me to be the Member of Block 22 LLC and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

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

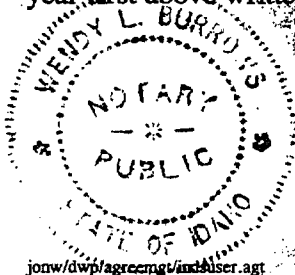
April Rundle
Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires: 6-17-04



STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 2 day of July, 1998, before me, the undersigned, personally appeared H. BRENT COLES and Robert Barros-Bailey Acting Mayor and City Clerk, **Deputy** respectively of BOISE CITY, a municipal corporation, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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



Wendy L. Burrows
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 6-14-99

jonw/dwp/agrcmg/incluser.agt

Idaho Power Company
UNDERGROUND POWER LINE EASEMENT

Block 22 LLC and _____ Grantor(s),
of Boise, Ada County, State of Idaho do hereby grant and convey to IDAHO POWER COMPANY,
a corporation, its licensees, successors and assigns, Grantee, for One Dollar and other valuable considerations, receipt of
which is hereby acknowledged, a permanent and perpetual easement and right of way, ~~sufficient in width~~ ^{m-} to install and
maintain an underground electric power line, including the perpetual right to enter upon the real estate hereinafter
described, at all reasonable times, to construct, maintain and repair underground power lines, over, through, under and
across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the
location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other
obstructions and improvements, interfering with the location, construction and maintenance of said power lines, over, on
and across the following premises belonging to the said Grantor(s) in Ada County, State of Idaho, in the following
location, to wit:

A strip of land being 15.0 feet wide and 30.0 feet long lying within lot 12, block 22, of the Boise City Original Town site,
located in the NE¹ of Section 10, Township 3N, Range 2E, Boise Meridian, the centerline of which is more particularly
described as follows:

Commencing at the Northeast corner of lot 12, block 22, of the Boise City Original Town site, said corner being the Real
Point of Beginning; thence S 35° 13' 14" W for a distance of 30.0 feet more or less; thence N 54° 47' 34" W for a distance
of 15.0 feet more or less; thence N 35° 13' 14" E for a distance of 30.0 feet more or less; thence S 54° 47' 34" E for a
distance of 15.0 feet more or less back to the Real Point of Beginning of said right of way and easement. *gld*

The electrical system generally will consist of buried power wires, transformers, junction boxes and other equipment, part
of which may extend above ground, necessary to serve electric power to these premises and adjacent premises.

Executed and delivered this 25th day of April, 1997

Block 22 LLC, Grantor
by: Charles L. Mory
Authorized Agent

STATE OF Idaho
County of Ada) ss.

On this 25th day of April, 1997, before me, Kelline Bond, a Notary Public,
personally appeared Charles E. Mory and _____
and, to me personally known, who being duly sworn, did say that they are respectively, the authorized Agent ~~President~~
and the of Block 22 of the corporation that executed the within instrument, and acknowledged to me that
such corporation executed the same as the free act and deed of said corporation.

Kelline Bond
Notary Public, residing at Boise, Idaho
Commission expires 10-13, 1998



ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1999 MR -4 PM 1:00

RECORDED - REQUEST OF
IDAHO POWER CO
FEE 3.00 DEPUTY J. Lopez

990210403 *9-001*



CITY OF BOISE

SUMMARY OF ORDINANCE NO. 6576

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BOISE CITY, IDAHO, APPROVING THE 2007 AMENDED AND RESTATED CENTRAL DISTRICT URBAN RENEWAL PLAN, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE:

SECTION 1: It is hereby found and determined that:

(a) The Project Area as defined in the 2007 Amended and Restated Central District Plan ("the 2007 Amended Central District Plan") continues to be a deteriorated or a deteriorating area as defined in the Law and the Act and qualifies as an eligible urban renewal area under the Law and Act.

(b) The rehabilitation, conservation, and redevelopment of the urban renewal area pursuant to the 2007 Amended Central District Plan is necessary in the interests of public health, safety, and welfare of the residents of the City of Boise.

(c) There continues to be a need for the Agency to function in the City of Boise.

(d) The 2007 Amended Central District Plan conforms to the Comprehensive Plan of the City of Boise.

(e) The 2007 Amended Central District Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for both commercial and residential development in the downtown business core, including but not limited to, the need for overall public improvements, parks, plazas, streetscaping, and the creation of pedestrian-oriented streets such as the 8th Street pedestrian spine connecting the downtown business core to Julia Davis Park, the Pioneer Walkway and Ann Morrison Park, and shows consideration for the health, safety and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the 2007 Amended Central District Plan.

(f) The 2007 Amended Central District Plan affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation and redevelopment of the urban renewal area by private enterprises.

(g) The 2007 Amended Central District Plan provides a feasible method for relocation of any displaced families residing within the urban renewal area.

(h) The adjusted base assessment rolls of the Central District Revenue Allocation Area, the Westside Revenue Allocation Area and the River Myrtle-Old Boise Revenue Allocation Area, do not exceed ten percent (10%) of the assessed value of the City of Boise.

(i) The changes contained in the 2007 Amended Central District Plan will not adversely impact redevelopers who have acquired property from the Agency.

(j) Pursuant to the Consultant's Report, the pledged revenues of the Agency's Series 1995 Bonds and the Series 1999 Bonds will not be materially reduced by the proposed amendments contained in the 2007 Amended Central District Plan.

SECTION 2: The City Council finds that the Central District Project Area and the Central District Revenue Allocation Area do not consist of predominately open land, that the Agency does not intend to acquire any open land on any widespread basis, and that the Central District Project Area is planned to be redeveloped in a manner that will include both residential and nonresidential uses. Provided, however, the City Council finds that if portions of the Central District Project Area and Central District Revenue Allocation Area are deemed "open land," the criteria set forth in the Law and Act have been met.

SECTION 3: The City Council finds that one of the 2007 Amended Central District Plan objectives to increase the residential opportunity to include affordable housing does meet the sound needs of the City and will provide housing opportunity in an area that does not now contain such opportunity, and the portion of the Central District Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Boise Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the integration of this area with other areas of the City.

SECTION 4: The 2007 Amended Central District Plan which is attached as Exhibit 7 (which includes any revisions contained Exhibits 5 and 6), is made a part hereof and incorporated herein by reference, and the same is hereby approved. As directed by City Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the June 5, 2007, hearing and incorporate changes or modifications, if any, as included in Exhibit 6.

SECTION 5: The City Council declares that nothing within the 2007 Amended Central District Plan is intended or shall be interpreted to usurp the jurisdiction and authority of ACHD as defined in Chapter 14, Title 40, Idaho Code. Further, pursuant to Section 40-1415, Idaho Code, ACHD has authority over the planning, location, design, construction, reconstruction, and maintenance of the City rights-of-way and accompanying curbs, gutters, culverts, sidewalks, paved medians, bulkheads, and retaining walls. In the planning process, ACHD shall take into consideration the planning principles and design standards contained in the 2007 Amended Central District Plan.

SECTION 6: No direct or collateral action attacking the 2007 Amended Central District Plan shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the 2007 Amended Central District Plan.

SECTION 7: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Ada County and to the appropriate officials of ACHD, Boise Independent School District, Ada County, Ada County Emergency Medical Service, the Greater Boise Auditorium District, the Ada County Mosquito Control District, the Ada county Weed and Pest Control District, and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map or plat indicating the boundaries of the Revenue Allocation Area.

SECTION 8: The City Council hereby finds and declares that the equalized assessed valuation included in the Central District Revenue Allocation Area and the Central District Project Area as defined in Attachments 1 and 2 of the 2007 Amended Central District Plan, which the City Council hereby determines is in and is part of the 2007 Amended Central District Plan, is likely to continue to increase as a result of the initiation and completion of urban renewal projects pursuant to the 2007 Amended Central District Plan.

SECTION 9: The City Council hereby approves and adopts the following statement policy relating to the appointment of City Council members as members of the Agency's Board of Commissioners: If any City Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Agency Board. Except for the powers to appoint and terminate Agency Board members and to adopt the 2007 Amended Central District Plan, the City Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 10: So long as any Agency bonds are outstanding, the City Council shall not exercise its power under Idaho Code Section 50-2006 to designate itself as the Agency Board.

SECTION 11: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2007 to the extent permitted by the Act.

SECTION 12: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 13: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 8, is hereby approved.

SECTION 14: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded, and annulled.

SECTION 15: SAVINGS CLAUSE. This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

PASSED by the City Council of the City of Boise, Idaho, on this 26th day of June, 2007.

APPROVED by the Mayor of the City of Boise, Idaho, on this 26th day of June, 2007.

EXHIBITS TO THE ORDINANCE

- Exhibit 1 Map - Overlap Area Between Central District Project Area and Westside Project Area.
- Exhibit 2 Consultant's Certificate.
- Exhibit 3 Resolution Finding 2007 Amended Central District Plan in Conformity With Boise City Comprehensive Plan.
- Exhibit 4 Notice Published in *The Idaho Statesman*.
- Exhibit 5 Revisions to 2007 Amended Central District Plan Distributed to Taxing Entities on May 3, 2007.
- Exhibit 6 Revisions and Technical Corrections in Keeping With Information and Testimony Presented at the June 5, 2007, Public Hearing.
- Exhibit 7 2007 Amended Central District Plan as Approved By Boise City Council.

2007 Amended and Restated Central District Plan
Summary of Amendments

Proposed amendments are referred to as the 2007 Amended Central District Plan, or the 2007 Amended Plan in this summary. This summary provides a general description of the proposed amendments. The section numbers in this summary refer to the full version of the proposed 2007 Amended Central District Plan.

- 1) Clarify the range of land uses anticipated by the urban renewal plan to include housing, and indicate that uses allowed by urban renewal plan objectives include the uses permitted by the Boise City Zoning Ordinance. The modification would make clear that housing in particular, and uses allowed by the Boise City Zoning Ordinance in general are included in the Plan objectives. (Sections 301 and 302 of the 2007 Amended Plan.)
- 2) Eliminate conflicts or potential conflicts between the development standards in the urban renewal plan and the Boise City zoning and subdivision ordinances. The proposed modification would reference the appropriate City ordinances rather than establishing different standards in the urban renewal plan. (Sections 402, 403.02, 403.03, 403.04, 404.03, 404.04, 404.05, 404.07, 404.09, 406 and 407 of the 2007 Amended Plan.)
- 3) Align the urban renewal district boundary with the revenue allocation area boundary.
- 4) Add attachments to unify the approach to redevelopment in downtown Boise. As part of this amendment the two documents are added to the Central District Plan as attachments (Attachments 3F and 3G to the 2007 Amended Plan).
- 5) Revise items that are out of date; add new information.

ATTACHMENTS:

- | | |
|-------------------|--|
| Attachment No. 1. | Description of Revised Project Area and Existing Revenue Allocation Area Boundaries. |
| Attachment No. 2. | Revised Project Area and Existing Revenue Allocation Area Map. |
| Attachment No. 3. | Planning Documents. |
| Attachment No. 4. | Map Depicting Current Zoning Within Project Area and Revenue Allocation Area. |

Attachment No. 5. Statement of Objectives, Costs and Tax Impact:

Attachment No. 5A: Economic Pro Forma;

Attachment No. 5B: Tax Impact;

Attachment No. 5C:

Table 5C: Urban Renewal Activities Undertaken Using Federal Urban Renewal Funds and CDBG Funds 1967-2003;

Attachment No. 5D:

Table 5D: Bond Issued to Finance Parking Garages in the Central Public Parking System; and

Attachment No. 5E:

Table 5E: Urban Renewal Activities Funded by Revenue Allocation Funds Other Than Parking Garages.

Exhibit 8 Ordinance Summary.

The Project Area herein referred to is located as follows:

LEGAL DESCRIPTION AND MAP Attached hereto as Exhibit A to the Ordinance Summary.

The full text of Ordinance 6576 is available at the offices of the City Clerk located at Boise City Hall, 150 North Capitol Boulevard, Boise, Idaho 83702.

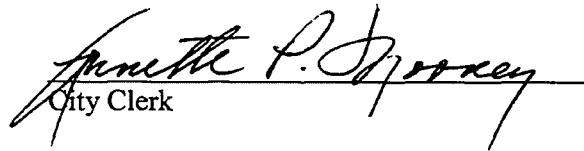
This summary is approved by the Boise City Council at its meeting of June 26, 2007.



Mayor



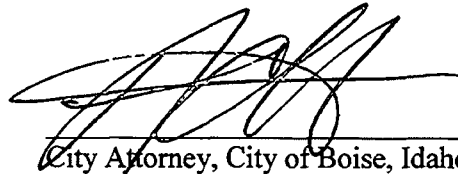
ATTEST:



City Clerk

I, Amanda Horton, City Attorney for the City of Boise, Idaho, declare that in my capacity as City Attorney of the City of Boise, pursuant to Idaho Code Section 50-901A(3) of the Idaho Code as amended, and I hereby certify that I have reviewed a copy of the above Summary of Ordinance, have found the same to be true and complete, and provide adequate notice to the public of the contents, including the exhibits, of Ordinance No. 6576.

DATED this 26th day of June, 2007.



City Attorney, City of Boise, Idaho

SUMMARY OF ORDINANCE O-50-07

EXHIBIT A

August 12, 2005



**AMENDED
PROJECT AREA AND REVENUE ALLOCATION BOUNDARY OF THE
CENTRAL URBAN RENEWAL DISTRICT
BOISE, IDAHO**

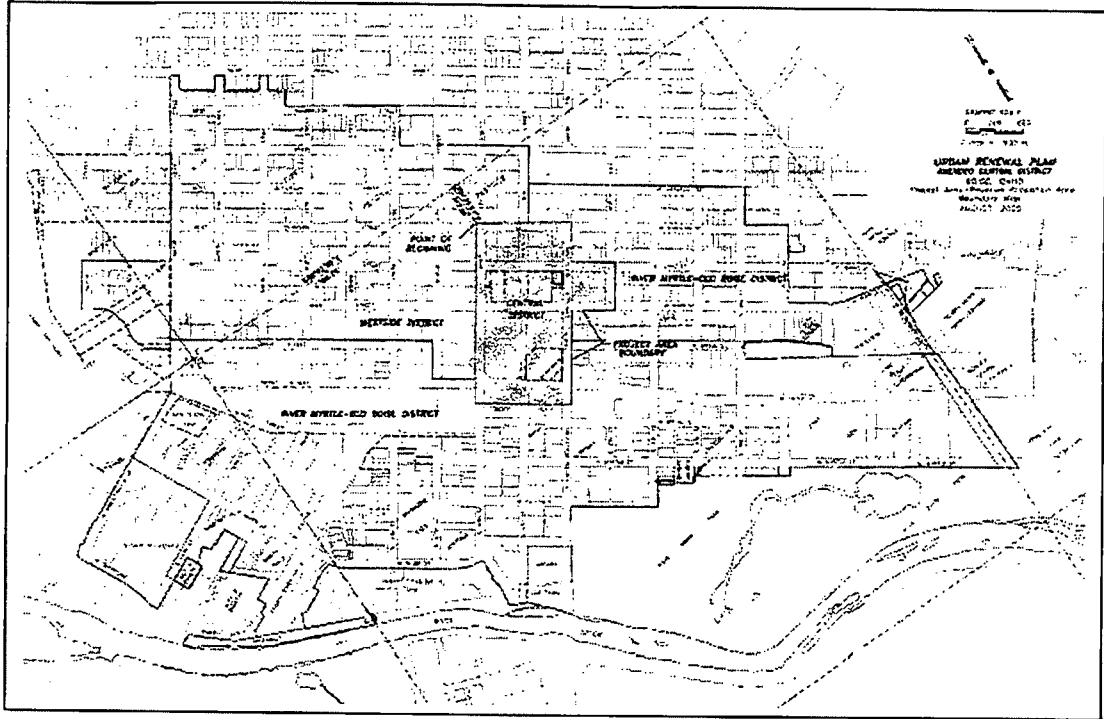
A tract of land consisting of approximately 34 acres being portions of the Boise City Original Town Site, Book 1 of Plats at Page 1, and a portions of Block 1 and lock 7 of the Davis Addition to Boise City records of Ada County. Said tract being completely bounded by the Westside and the River Myrtle-Old Boise Urban Renewal Districts is situated in a portion of Section 10, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho is more particularly described by record information as follows:

Commencing at the Section Corner common to Sections 3, 4, 9 and 10, of Township 3 North, Range 2 East, Boise Meridian, thence South 89°03'03" East 2708.35 feet along the line common to Sections 3 and 10 to a point, thence South 00°56'57" West 372.09 feet to the intersection of the Northeasterly Right-Of-Way line of West Bannock Street and the Northwesterly Right-Of-Way line of North 9th Street being the **POINT OF BEGINNING**; thence along said Northeasterly Right-of-Way of West Bannock Street,

South 55°18'00" East 840.00 feet to the Southeasterly Right-Of-Way line of North Capitol Boulevard; thence along said Southeasterly Right-Of-Way line of North Capitol Boulevard South 34°42'00" West 340.00 feet to the Northeasterly Right-Of-Way line of West Idaho Street; thence along said Northeasterly Right-Of-Way line of West Idaho Street South 55°18'00" East 380.00 feet to the Southeasterly Right-Of-Way line of North 6th Street; thence along said Southeasterly Right-Of-Way line of North 6th Street South 34°42'00" West 420.00 feet to the Southwesterly Right-Of-Way line of West Main Street; thence along said Southwesterly Right-Of-Way line of West Main Street North 55°18'00" West 380.00 feet to the Southeasterly Right-Of-Way line of North Capitol Boulevard; thence along said Southeasterly Right-Of-Way line of North Capitol Boulevard South 34°42'00" West 810.00 feet to the Southeasterly extension of the Southwesterly line of Lots 1 and 12 of Block 7 of the Davis Addition to Boise City, recorded at Book 2, Page 93 of Plats, thence along said extension and the Southwesterly line of Lots 1 and 12 of Block 7 and the Southwesterly line and its Northwesterly extension of Lots 1 and 12 of Block 1 of Davis Addition, recorded at Book 1, Page 2 of Plats; North 55°18'00" West 840.00 feet to the Northwesterly Right-Of-Way line of North 9th Street; thence along said Northwesterly Right-Of-Way line of North 9th Street North 34°42'00" East 1570.00 feet to the **POINT OF BEGINNING**.



405 S. 8th Street, Ste. 295 • Boise, ID 83702 • Phone (208) 342-0391 • Fax (208) 342-0092 • Internet: www.quadrant.cc
Civil Engineering • Surveying • Construction Management



SUMMARY OF ORDINANCE O-50-07 - 9



Office of the City Clerk

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 07/24/07 01:31 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
City of Boise

AMOUNT .00 3



July 20, 2007

Annette P. Mooney
City Clerk

Boise City Hall
150 N. Capitol Boulevard

Mailing Address
P. O. Box 500
Boise, Idaho 83701-0500

Phone
208/384-3710

Fax
208/384-3711

TDD/TTY
800/377-3529

Web
www.cityofboise.org

Mayor
David H. Bieter

City Council President
Maryanne Jordan

Council ProTem
Elaine Clegg

Vernon L. Bisterfeldt
David Eberle
Alan W. Shealy
Jim Tibbs

J. David Navarro
Ada County Recorder
Room 1196
200 W. Front Street
Boise, ID 83702

Re: 2007 Amended and Restated Central District Urban Renewal Plan

Dear Mr. Navarro:

As provided for under Idaho Code Sections 50-2907 and 63-215, you are being provided copies of the following documents:

1. Boise Ordinance No. 6576 and Summary of Ordinance No. 6576 approving the 2007 Amended and Restated Central District Urban Renewal Plan, which plan contains a revenue allocation area. The revenue allocation area is not changing. The City Council approved the Ordinance at its meeting of June 26, 2007 and the Mayor signed the Ordinance on the same date. Publication of the Ordinance will occur on July 23, 2007. Exhibits 1-6 and Exhibit 8 to the Ordinance have been included in this mailing.

Exhibit 7 is the 2007 Amended Central District Plan as Approved by Boise City Council (including Revisions Listed in Exhibits 5 and 6). The Amended Central District Plan is 291 pages and has not been included. Should you desire a copy of the entire 2007 Amended and Restated Central District Urban Renewal Plan and its attachments copies can be obtained from either Capital City Development Corporation, 805 West Idaho Street, Suite 403, Boise, Idaho 83702, or the Boise City Clerk, Boise City Hall, 150 North Capitol Boulevard, Boise, Idaho 83702.

2. A legal description of the 2007 Amended and Restated Central District Urban Renewal Plan Area and a legal description of the Revenue Allocation Area (prepared by Quadrant Consulting Inc.)
3. A map showing the boundaries of the urban renewal area and revenue allocation area (prepared by Quadrant Consulting Inc.)

Please record the legal description and map, and file the remaining documents as part of your official records.

Sincerely,

Robert Barros-Bailey
Deputy City Clerk

c: Pam Sheldon
Jon Cecil
Ryan P. Armbruster, Esquire

August 12, 2005



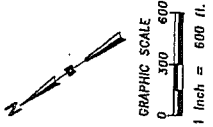
**AMENDED
PROJECT AREA AND REVENUE ALLOCATION BOUNDARY OF THE
CENTRAL URBAN RENEWAL DISTRICT
BOISE, IDAHO**

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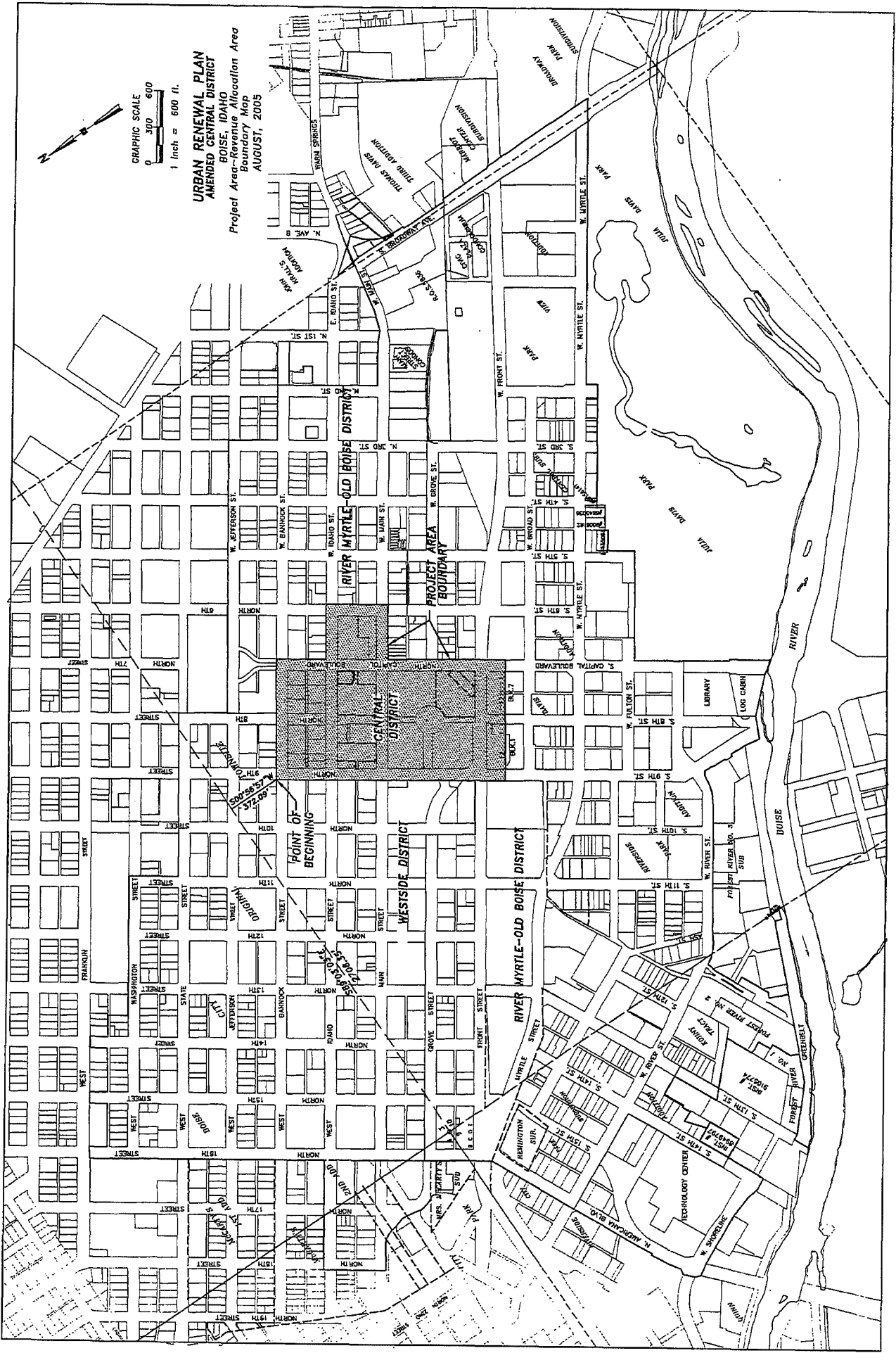
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South $55^{\circ}18'00''$ East 840.00 feet to the Southeasterly Right-Of-Way line of North Capitol Boulevard; thence along said Southeasterly Right-Of-Way line of North Capitol Boulevard South $34^{\circ}42'00''$ West 340.00 feet to the Northeasterly Right-Of-Way line of West Idaho Street; thence along said Northeasterly Right-Of-Way line of West Idaho Street South $55^{\circ}18'00''$ East 380.00 feet to the Southeasterly Right-Of-Way line of North 6th Street; thence along said Southeasterly Right-Of-Way line of North 6th Street South $34^{\circ}42'00''$ West 420.00 feet to the Southwesterly Right-Of-Way line of West Main Street; thence along said Southwesterly Right-Of-Way line of West Main Street North $55^{\circ}18'00''$ West 380.00 feet to the Southeasterly Right-Of-Way line of North Capitol Boulevard; thence along said Southeasterly Right-Of-Way line of North Capitol Boulevard South $34^{\circ}42'00''$ West 810.00 feet to the Southeasterly extension of the Southwesterly line of Lots 1 and 12 of Block 7 of the Davis Addition to Boise City, recorded at Book 2, Page 93 of Plats, thence along said extension and the Southwesterly line of Lots 1 and 12 of Block 7 and the Southwesterly line and its Northwesterly extension of Lots 1 and 12 of Block 1 of Davis Addition, recorded at Book 1, Page 2 of Plats; North $55^{\circ}18'00''$ West 840.00 feet to the Northwesterly Right-Of-Way line of North 9th Street; thence along said Northwesterly Right-Of-Way line of North 9th Street North $34^{\circ}42'00''$ East 1570.00 feet to the **POINT OF BEGINNING**.





**URBAN RENEWAL PLAN
AMENDED CENTRAL DISTRICT**
BOISE, IDAHO
Project Area-Revenue Allocation Area
Boundary Map
AUGUST, 2005





PUBLIC ART EASEMENT AGREEMENT

THIS PUBLIC ART EASEMENT AGREEMENT is made and entered into effective upon the mutual acceptance of this Agreement ("Effective Date"), by and between the Capital City Development Corporation, an independent public body corporate and politic organized and existing pursuant to Idaho Code, ("Grantor") and the City of Boise City, an Idaho municipal corporation ("Grantee"). Grantor and Grantee may collectively be referred to as "the Parties" or individually as "party."

RECITALS

- A. The City of Boise has adopted a program for the placement of art in and on public and private locations throughout the City of Boise.
- B. Grantor is the owner of the real property known commonly as the Grove Plaza and legally described in **Exhibit A**, attached hereto and incorporated herein by reference ("the Property"). Grantor is willing to make a portion of said property available to the City for the placement of public art. Said artwork is described or depicted in **Exhibit B**, attached hereto and incorporated herein by reference ("the Artwork"). The location Grantee seeks to place the Artwork is generally depicted on **Exhibit C**, attached hereto and incorporated herein by reference.

IN CONSIDERATION of the mutual promises and performances set forth below, the parties agree as follows:

1. **Grant of Easement.** Grantor conveys, grants and warrants to Grantee, its successors and assigns, an easement for the purpose of installing, maintaining, operating and exhibiting the Artwork on and in the Property, including any building and structure thereon.
2. **Term of Easement.** This easement shall be for a period of five (5) years from the date of execution. Unless terminated as provided in Section 3, below, the easement shall automatically renew thereafter for additional terms of five (5) years each, and shall remain in full force and effect unless and until terminated.
3. **Termination.**
 - a) At the expiration of the initial five (5) year easement term, either party may terminate the easement upon thirty (30) days written notice to the other. Grantee expressly agrees and warrants that upon such termination, Grantee shall remove the Artwork and the Property shall be restored to its prior condition, normal wear and tear excepted. Such removal shall occur within thirty (30) days of the termination of the easement, unless extended in writing by the Grantor.
 - b) Within the initial five (5) year easement term or at any time thereafter, the Grantor may terminate the easement with the Grantee's consent in writing upon Grantor's showing of any of the following: i) that the property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; or ii) that the property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; or iii) that the

property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Artwork; or iv) that circumstances have materially changed and the continued existence of the easement or maintenance of the Artwork substantially impedes Grantor's reasonable use and enjoyment of the Property. The City shall not unreasonably withhold consent to termination upon Grantor's satisfactory demonstration of any of the foregoing conditions of termination.

c) The Grantor may terminate the easement at any time at its sole discretion upon thirty (30) days written notice to Grantee, should Grantee fail to substantially perform Grantee's obligations under Section 4, below. Should the Grantor elect to exercise this right of termination, Grantee expressly agrees and warrants that the Artwork shall be removed and the Property restored to its prior condition, normal wear and tear excepted. Such removal shall occur within thirty (30) days of the termination of the easement, unless this period is extended in writing by the Grantor.

4. Maintenance, Removal and Modification of Artwork. Grantee shall be responsible for maintaining and if necessary repairing the Artwork during the existence of the easement. The Grantee may remove the Artwork from the property if, in the sole judgment of the City, the Artwork is suffering excessive damage. If the Grantee removes the Artwork from the property, the Grantee will restore the property to its original condition, normal wear and tear excepted. Grantor shall make no modifications to the Artwork. If maintenance of the brick pavers or other surface adjacent to the Artwork is necessary during the term of the easement, the Grantee shall be responsible for any such maintenance.

5. Grantor's Representations. Grantor not to interfere with the appearance or artistic impression of the Artwork by placing obstructions on or in front of it, by erecting structures adjacent to, above or below the Artwork or by undertaking other measures that would detract from enjoyment of the Artwork. If a major renovation of the building or emergency occur as it relates to the location of the Artwork during the term of the agreement, the Artwork may be removed as agreed upon by both parties.

6. Ownership of Artwork. City retains all ownership rights to the Artwork as an artistic work, including marketing, copyright and exhibition rights. Grantor shall be entitled to include the Artwork in photographs, films or videotapes of the Property to the extent that the Property is an incidental part of advertising for a business conducted by Owner or a tenant of Owner in the Building.

7. Right of Entry. Throughout the term of this easement or any extension thereof the Grantee shall have the right to enter the Property during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this Easement Agreement.

8. Binding Effect. The easement granted in this Easement Agreement shall run with the land and be binding upon and inure to the benefit of the Grantor and the Grantee, and their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the property, excepting therefrom those conditions set forth in Section 3b above.

9. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, save

and hold harmless Grantor, its officers, employees and agents from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property, including reasonable attorney fees, arising from the acts or omissions of Grantee, its officers, agents, employees, guests and business invitees caused or incurred by Grantee, its officers, agents, employees, guests or business invitees, and not caused by or arising out of the tortious conduct of the Grantor or its officer, agents, employees, guests or business invitees.

10. Notice. Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Easement Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**City of Boise
Grantee**

Department of Arts & History
Post Office Box 500
Boise, Idaho 83701
Attn: Karen Bubb

**Capitol City Development Corporation
Grantor**

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th St. Suite 501
Boise, Idaho 83702

11. Amendments. The parties expressly reserve the right to modify this Easement Agreement, from time to time, by mutual agreement. No modification or amendment of the provisions of this Easement Agreement shall be effective unless in writing and signed by authorized representatives of the parties.

12. Remedies. The parties acknowledge that breaches of this Easement Agreement will result in substantial harm to the public interest which harm is difficult or impossible to prove as actual damages in an action hereunder. The parties agree that the prevailing party in an action for the breach of this Easement Agreement shall be entitled to a) specific performance of the terms of this Easement Agreement, and each of them; b) reasonable attorney's fees; and c) any other remedies available at law or in equity. The rights under this Easement Agreement are cumulative. The failure to exercise on any occasion any right shall not operate to forfeit the right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

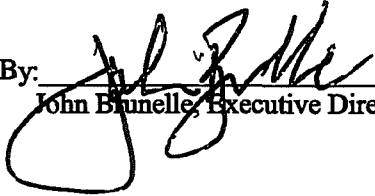
13. Invalidity of Particular Provisions. Should any term, provision, condition or other portion of this Easement Agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this Easement Agreement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

14. No Waiver. No waiver of full performance by any party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Easement Agreement.

15. VARA Waiver. The artist has waived his or her rights under the Visual Artists Rights Act as described in the attached **Exhibit D**.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement Agreement effective as of the dates set forth below.

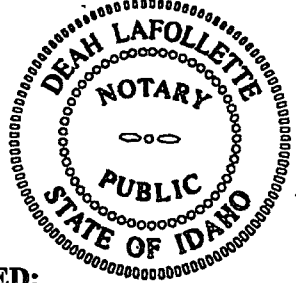
**Capital City Development Corporation
Grantor**

By: 
John Brunelle, Executive Director

Dated: 5.15.14

STATE OF IDAHO)
) ss
County of Ada)

On this 15th day of May, 2014 before me, a Notary Public in and for the State of Idaho, personally appeared John Brunelle, known to me to be the Executive Director of the Capital City Development Corporation, who executed the within instrument, and acknowledged to me that Agora Condominium Association, Inc. executed the same..



Deah LaFollette
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 8.17.17

ACCEPTED:

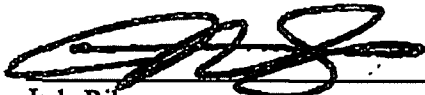
**City of Boise City
Grantee**



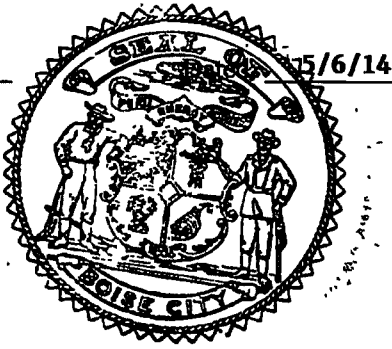
David H. Bieter
Mayor

Dated: 5/6/14

ATTEST:



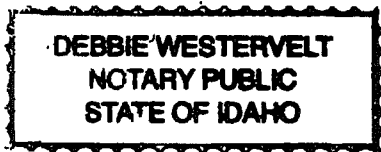
Jade Riley
Ex-Officio City Clerk



STATE OF IDAHO)
) ss.
County of Ada)

On this 6th day of May 2014, before me, a Notary Public in and for said state, personally appeared David H. Bieter and Jade Riley, known to me to be the Mayor and Ex-Officio City Clerk of Boise City, Idaho, who executed the within instrument, and acknowledged to me that Boise City executed the same.

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



Debbie Westervelt
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 8/24/2015

EXHIBIT FOR
 C.C.D.C. - "THE GROVE"
 BOISE, ADA COUNTY, IDAHO.

THE GROVE PLAZA LEGAL DESCRIPTION
 The Grove Plaza in downtown Boise, Idaho, NE 1/4, Section 10, Township 3N, 2E, is defined by Main Street as its northern boundary, Capitol Boulevard as its eastern boundary, Front Street as its southern and 9th Street as its western boundary

U.S. BANK

BOISE CONVENTION CENTER

WEST COAST HOTEL

Legend
 --- PROPERTY LINE
 --- EASEMENT LINE
 --- 20' EASEMENT, C.C.D.C.

100%

THE GROVE PLAZA SUBDIVISION

EXHIBIT FOR
 C.C.D.C. - "THE GROVE"

DATE OF DEED: 10/1/80

BOOK: 1000 PAGE: 100

BY: [Signature]

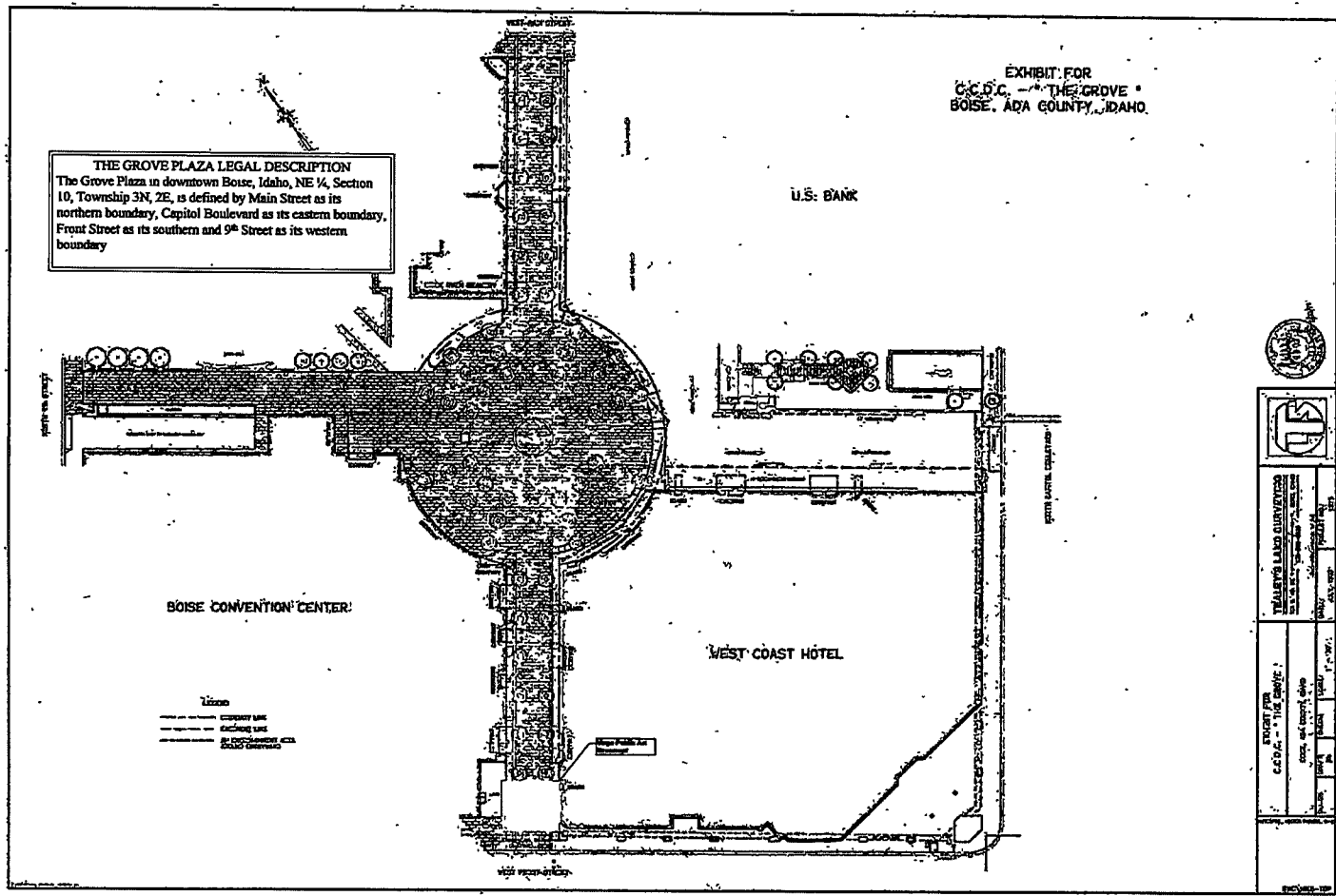


Exhibit B

Site 2: Hedden Cooper with Am. Heitzer

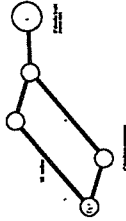
Kind of Project Information

- Sky pattern above Boas on Autumnal Equinox September 22, 2012
- 264 stainless steel stars at 4" diameter
- One disc in each constellation will have the constellation name engraved into disc
- 6 stainless steel stars at 6" diameter represent the brightest named stars in the sky
- These will have the name of the star engraved into disc
- Venus, Saturn and the Moon are present and will be represented in larger stainless steel discs
- The connecting lines are created by laser cutting

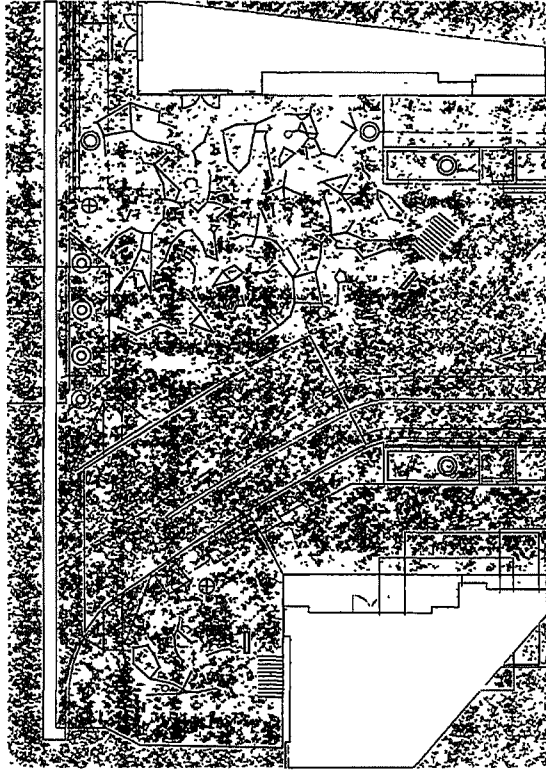


To Center on the Grove

Constellation detail



Front Street



ACKNOWLEDGMENT AND WAIVER

I, Amy Westover, am the author of a work of visual art known as Virgo (the "Work"), which was commissioned and created pursuant to a contract with the Capital City Development Corporation entitled "Eco Art on 8th" (the "Agreement"), dated February 17, 2009. The work consists of metal disks and etched lines to be installed at Front and 8th Street. This work, which is contracted by Capital City Development Corporation, will be gifted upon completion to the City of Boise ("City"). Because the work will be placed in on property that does not belong to the City, the City will be required to enter into three easement agreements with the underlying property owners. I understand that the property owners will have the ability to terminate the agreements and require the City to remove the Work, or a portion thereof.

I acknowledge that the City reserves the right to manage its collection of art, including the Work, as it determines is in the public interest, consistent with applicable laws and City policies, and that such management may include the removal, relocation, or de-accession of the Work. I further acknowledge that by consenting to the installation of the Work in the Site, I understand and agree that any removal, relocation, or de-accession of the Work may subject the Work to destruction, distortion, mutilation, or other modification.

I acknowledge that I may have rights under the Visual Artists Rights Act of 1990 ("VARA"), and that it is my knowing intent to waive certain of those rights. I hereby waive that right contained in 17 U.S.C. Section 106A(a)(3), which is commonly known as the right of integrity. I do not waive the rights contained in 17 U.S.C. Section 106A(a)(1) and (2), which are commonly known as the rights of attribution.

In the event City elects to pursue repair, restoration, removal or alteration of the Work, City will provide written notice to the Artist which notice shall:

1. Explain, in detail, the nature of the change to the Work;
2. Include one or more drawings, photographs, maps, plans, and other documentation to accurately illustrate such change for the information of Artist;
3. Outline in detail the recommendations of the conservator, and the proposed repair or restoration means and methods; and
4. Request Artist to respond to such recommendations and proposed repair, within fifteen (15) days of such notice.

Artist, within fifteen (15) days of the written notice discussed above, shall respond in writing specifying, in detail, Artist's objections (if any) to the proposed repair or restoration and the

reasons for such objection(s). The failure of Artist to provide such notice to City within fifteen (15) days of such notice shall constitute Artist's waiver of all objections to the repair or restoration of the Work (including means and methods) the City described in its notice to Artist.

Artist shall not unreasonably withhold approval for any reasonable repair or restoration of the Work outlined by City in the notice provided herein. If the Artist has reasonable objections to the planned repair or restoration of the Work, the City will confer with the artist to arrive at an agreed-upon solution for the repair, restoration, removal or alteration. If the agreed-upon solution requires design work on the behalf of Artist, Artist shall be entitled to reasonable compensation for her services.

This Acknowledgement and Waiver is effective as of March 12th, 2014, and it shall continue in perpetuity.



Amy Westover



After recording return to:
City of Boise – Legal Department
Post Office Box 500
Boise, Idaho 83701-0500

**PUBLIC ART EASEMENT AND MAINTENANCE AGREEMENT
“RIVER SCULPTURE” AT CAPITOL BOULEVARD AND FRONT STREET**

THIS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into effective on the mutual acceptance of this Agreement, by and between Block 22, LLC, d/b/a The Grove Hotel, as Owner of the Hotel Unit that is subject of this agreement (“Block 22”), the Block Twenty-Two Condominiums Association, Inc., as Owner of the Common Area and limited common area that are subject of this agreement (“Grantor”), and the City of Boise City, an Idaho municipal corporation (“Grantee”). Block 22, Grantor and Grantee may collectively be referred to as “the Parties” or individually as a “party.”

RECITALS

A. The City of Boise has adopted a program for the placement of art in and on public and private locations throughout the City of Boise.

B. In 1998, in connection with Block 22’s development of a condominium project known as Block Twenty Two Condominiums (the “Project”), Block 22 and Grantee entered into that certain River Sculpture Personal Services Agreement (“1998 Agreement”), whereby full ownership rights and maintenance duties of a work of visual art known as the River Sculpture, a 50-foot high sculpture made of granite, fused glass, neon, painted Di-bond panels and fog misters and installed on the exterior façade of the southeast stair tower of the Grove Hotel, at the corner of Front Street and Capitol Boulevard (“the Artwork”) would be transferred to Grantee by a separate easement and maintenance agreement. This Agreement is that contemplated separate easement and maintenance agreement, and the parties intend that certain portions of the 1998 agreement pertaining to ownership, repair and maintenance of the Artwork be superseded by this Agreement .

C. Block 22 is the owner of the real property commonly known as The Grove Hotel, addressed as 245 S. Capitol Boulevard, Boise, Idaho, 83702, and legally described as:

Unit # 1, Block Twenty Two Condominiums (“the Hotel Unit”), according to the official Plat thereof filed in Book 75 of Plats at Pages 7829 through 7841, Records of Ada County, Idaho, attached as Exhibit A (“the Condo Plat”).

EXECUTION VERSION

D. Grantor is the owner of all of the Common Area described in that certain Condominium Declaration for Block Twenty Two Condominiums dated February 19, 1998 and recorded February 20, 1998 as Instrument # 98015004, Records of Ada County, Idaho, as amended by that certain First Amendment to Condominium Declaration for Block Twenty-Two Condominiums dated September 27, 1999, recorded November 4, 1999 as Instrument # 99107973, Records of Ada County, Idaho (and as may hereafter be amended, the "Declaration") and as shown on the Condo Plat.

In order to further the intent of the 1998 agreement entered into by Block 22 and Grantee, Grantor hereby delivers full ownership rights to and maintenance duties of the Artwork to Grantee, and Block 22 and Grantor agree to make certain portions of the Project available to the Grantee on both an exclusive and non-exclusive basis, as set forth in this Agreement, for the display, repair, and ongoing maintenance of the Artwork.

E. Block 22 has agreed to provide Thirty-Five Thousand Dollars (\$35,000.00) toward Grantee's renovation of the Artwork. Because of this financial contribution and to comply with the 1998 agreement between the Parties, Block 22, Grantor and Grantee wish to enter into this Public Art Easement and Maintenance Agreement to delineate their separate and distinct roles and responsibilities regarding the Artwork, and to acknowledge that upon execution of this Agreement, no further performance is owing under the 1998 agreement.

IN CONSIDERATION of the mutual promises and performances set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor and Block 22 as Owner of the Hotel Unit (Unit No. 1) of the Block Twenty Two Condominiums each conveys, grants, and warrants to Grantee, its successors and assigns, an exclusive, perpetual, and permanent easement on the exterior façade of the southeast stair tower of the Grove Hotel (depicted as "common area" on the Block Twenty Two Condominiums Plat, attached hereto as **Exhibit A**) that is of sufficient size for the purposes of display and maintenance of the Artwork, and as described or depicted in **Exhibit B**, and a non-exclusive, perpetual, and permanent right of ingress and egress over, under, and across portions of the Property, described below, for the purposes of reinstalling, maintaining, operating, repairing, and exhibiting the Artwork on and in the Property.

a.) **Terrace and Hotel Interior Access:** In order to access the Artwork from above to achieve the purposes of this Agreement, this non-exclusive perpetual and permanent easement includes non-exclusive access to the fourth floor terrace limited common area controlled by the Owner of the Hotel Unit (shown on Page 9 of the Plat), including access to the fourth floor by way of the hotel lobby (or other reasonable route) during regular business hours and at times when mutually agreeable by the Parties. Additionally, this non-exclusive and permanent easement includes installation of additional hardware to accommodate contractors with the ability to rappel from the fourth floor terrace space to efficiently clean the Artwork, the location of such hardware to be agreed upon by the Parties.

b.) **Pump Room (Valet Closet):** In order to access the Artwork's mechanical systems to

EXECUTION VERSION

achieve the purposes of this Agreement, this non-exclusive perpetual and permanent easement includes non-exclusive access to a 6' x 10' room (approx. 60 sq.ft.) located within the southeast stair tower, as described and depicted in **Exhibit C**, presently used by the hotel valet parking team, during regular business hours and at times when mutually agreeable by the Parties. Grantor expressly allows Grantee to house the mechanical systems within the room, in an elevated position, and to secure the systems from unauthorized tampering and interference by use of a cage, locked panel, or other secure device considered sufficient for security by Grantee.

c.) **Parking Access:** In order to make repairs or maintain the Artwork as efficiently as possible, Grantor shall provide to Grantee reasonable parking access for service vehicles so long as safety precautions are followed, permits and road closure requirements are adhered to, and Grantor's hotel staff are consulted in advance and agree to specific needs.

2. Term of Easement. The easements are perpetual and permanent, running with the land and binding upon and inuring to the benefit of Block 22, Grantor and Grantee, their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the Hotel Unit or the Common Area, subject to the conditions outlined in *Section 3. Amendment and Termination*, below.

3. Amendment and Termination. This Agreement may be amended or terminated upon mutual consent of the Parties. No amendment of the provisions or termination of this Agreement will be effective unless in writing and signed by authorized representatives of the Parties.

In the event of termination, if Block 22 or Grantor do not wish to retain the Artwork and assume ownership and all associated costs, Block 22, Grantor and Grantee agree to share (50% to Block 22 and Grantor and 50% to Grantee) in the expenses associated with removal of the Artwork including causing those certain portions of the Property contemplated by this Agreement to be restored to their prior condition, normal wear and tear excepted.

4. Maintenance and Repair of the Artwork.

A. Block 22 is responsible for:

1. Providing regular inspection of the Artwork and providing a written maintenance report to Grantee including specific recommendations for maintenance beyond that which is routine or regular and/or for possible repair.
2. The ongoing operations of the Artwork, including any maintenance that would be considered routine or regular, in conformance with maintenance and operations plans attached hereto as **Exhibit D**, which reflect reduced repair and maintenance from the maintenance plan established by the artist who created the Artwork, Alison Sky (the "Artist") resulting from the Grantee's renovation of the Artwork being conducted in connection with the parties' execution of this Agreement.
3. Naming one individual as responsible for the maintenance and operation of the Artwork who shall be Grantee's contact regarding such issues.

EXECUTION VERSION

4. Ensuring that the Artwork is not inoperable or damaged in such a way as to affect operations and/or appearance for more than forty-five (45) days unless, for extenuating circumstances, an extended amount of time is required for repairs, as agreed by the Grantee. If the Artwork remains inoperable or damaged for more than forty-five (45) days due to the failure of Block 22 to fulfill its obligations as identified herein, Grantee shall have authority to enter upon the Property in order to effect such repairs. In such case, Grantee may recover a portion of the costs and expenses for such repair from Block 22.

B. Grantee is responsible for:

1. Repair and maintenance of the Artwork other than that for which Block 22 is responsible hereunder. Maintenance and/or repair for which Grantee is responsible shall be reviewed and approved by Block 22 or Grantor and shall be conducted during regular business hours and at times mutually agreed to by the Parties.

2. Naming one individual to be Block 22's contact regarding maintenance or repair issues.

C. Joint obligations of Block 22 and Grantee:

1. In the event expenses for the major repair of the Artwork are unfunded or under-funded by Grantee's governing board or grow to become excessive or unreasonable, the Parties may negotiate to fund such repairs.

2. Block 22 and Grantor agree to notify Grantee if a problem or concern arises with the condition of the Artwork.

3. Block 22 and Grantee agree to meet every five (5) years to determine the maintenance and repair activities necessary for the Artwork and to consider options for funding such maintenance and repair.

5. Day to Day Operation of the Artwork. Block 22 agrees to pay for the electricity and water sufficient to operate the Artwork's mechanical systems, such as decorative lighting, water vapor (fog mister), and reverse osmosis or other filtration systems and functions. Block 22 is responsible for any expenses related to the services of the Boise City Canal Company to collect water runoff from the Artwork. Grantee agrees to operate the Artwork's mechanical systems with such frequency as will ensure the mechanical systems do not fall into disrepair due to non-use or infrequent use. Grantee agrees to seasonal and timely shutting down and activation of the water systems.

6. Grantor's Representations. Neither Block 22 nor Grantor will make any modifications to the Artwork. Neither Block 22 nor Grantor will interfere with the appearance or artistic impression of the Artwork by placing obstructions on or in front of it, by erecting structures

EXECUTION VERSION

adjacent to, above or below the Artwork, or by undertaking other measures that would detract from enjoyment of the Artwork. If a major renovation of the building or emergency occurs as it relates to the location of the Artwork, the Artwork may be removed or repaired as agreed upon by the Parties. Block 22 agrees to provide basic maintenance for the sidewalk and surroundings.

7. Ownership of Artwork. Grantee retains ownership of the Artwork. In accordance with the Visual Artists Rights Act of 1990, the Artist retains certain legal rights to the Artwork. Block 22 and Grantee have the right to reproduce the Artwork for promotional and educational purposes. On each such reproduction, the Artist shall be acknowledged to be the creator of the original subject thereof. No party shall be liable to the other for unauthorized use of the Artwork by third parties.

8. Insurance and Indemnity. Each of Block 22 and Grantee shall carry commercial general liability insurance to provide coverage for loss or damage arising from its performance, or failure to perform, its obligations under this Agreement and, with respect to Grantee, its ownership of the Artwork. Grantee may meet this requirement with self-insurance or a combination of self-insurance and commercially purchased insurance. Such insurance will name the other party an additional insured and shall be written by reputable insurance companies, with deductible and policy limits reasonably acceptable to the other party. Upon request, each party will provide to the other an ACORD-form certificate evidencing the foregoing insurance. To the fullest extent permitted by law, each party to this Agreement agrees to indemnify, defend, and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property to the extent caused by the indemnifying party or its employee or agents while performing under this Agreement and, in the case of Grantee, arising from ownership of the Artwork. Notwithstanding anything herein to the contrary, no provision in this Agreement shall increase the liability of Grantee to any third party as capped by the Idaho Tort Claims Act (Idaho Code Sections 6-901 through 6-929) or otherwise constitute a waiver of or lessen the protection provided to Grantee under said Act.

9. Contractual Relationships and Assignment. This Agreement does not constitute either party as the agent or legal representative of the other for any purpose whatsoever. The Parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever. The Parties agree not to assign this Agreement without the prior written consent of the other.

10. Notice. Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement, must be in writing and are considered communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Grantor
Block Twenty-Two Condominiums
Association, Inc.
245 S. Capitol Blvd.
Boise, Idaho 83702
Attn: President

Grantee
City of Boise
Department of Arts & History
150 N. Capitol Boulevard
Post Office Box 500
Boise, Idaho 83701

EXECUTION VERSION

Block 22:

Block 22, LLC
251 S. Capitol Blvd.
Boise, Idaho 83702
Attn: Michael Campbell

12. Remedies. The Parties acknowledge that any breach of this Agreement will result in substantial harm to the public interest which harm is difficult or impossible to prove as actual damages in an action hereunder. The Parties agree that the prevailing party in an action for the breach of this Agreement shall be entitled to: a.) specific performance of the terms of this Agreement; b.) reasonable attorney's fees; and c.) any other remedies available at law or in equity. The rights under this Agreement are cumulative. The failure to exercise on any occasion any right will not operate to forfeit the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

13. Invalidity of Particular Provisions. Should any term, provision, condition or other portion of this Agreement or the application thereof be held to be inoperative, invalid, or unenforceable, the remainder of this Agreement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and will continue in full force and effect.

14. No Waiver. No waiver of full performance by either party will be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Public Art Easement and Maintenance Agreement effective as of 9/12, 2014.

End of Agreement

[*Signatures appear on the following pages.*]

EXECUTION VERSION

EXHIBIT A : a copy of the Plat (thirteen pages)

EXHIBIT B: depiction of the façade and River Sculpture

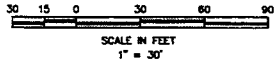
EXHIBIT C: Floor plan of tower

EXHIBIT D: Maintenance and Operations Plan

PLAT OF

BLOCK TWENTY TWO CONDOMINIUMS

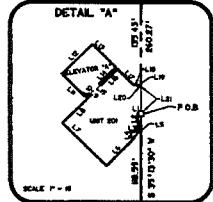
A PORTION OF LOTS 6 AND 7, ALL OF LOTS 1-5 AND 8-12, PORTION OF VACATED ALLEY, PORTION OF THE VACATED WEST GROVE AND NORTH 8TH STREETS, BLOCK 22, B.C.O.T., SECTION 10, T.34N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO 1998



CURVE	ANGLE	LENGTH	CHORD	BEARING	DATA
C-1	89.25°	37.48'	37.48'	S 89.25° E	37.48'
C-2	107.50°	107.50'	107.50'	S 107.50° E	107.50'
C-3	240.00°	240.00'	240.00'	N 240.00° W	240.00'
C-4	89.25°	37.48'	37.48'	S 89.25° E	37.48'

LINE DATA

LINE NO.	START	END	BEARING	LENGTH
1	1	2	N 54°47'10" E	399.91'
2	2	3	S 54°47'10" E	399.91'
3	3	4	N 54°47'10" E	399.91'
4	4	5	S 54°47'10" E	399.91'
5	5	6	N 54°47'10" E	399.91'
6	6	7	S 54°47'10" E	399.91'
7	7	8	N 54°47'10" E	399.91'
8	8	9	S 54°47'10" E	399.91'
9	9	10	N 54°47'10" E	399.91'
10	10	11	S 54°47'10" E	399.91'
11	11	12	N 54°47'10" E	399.91'
12	12	13	S 54°47'10" E	399.91'



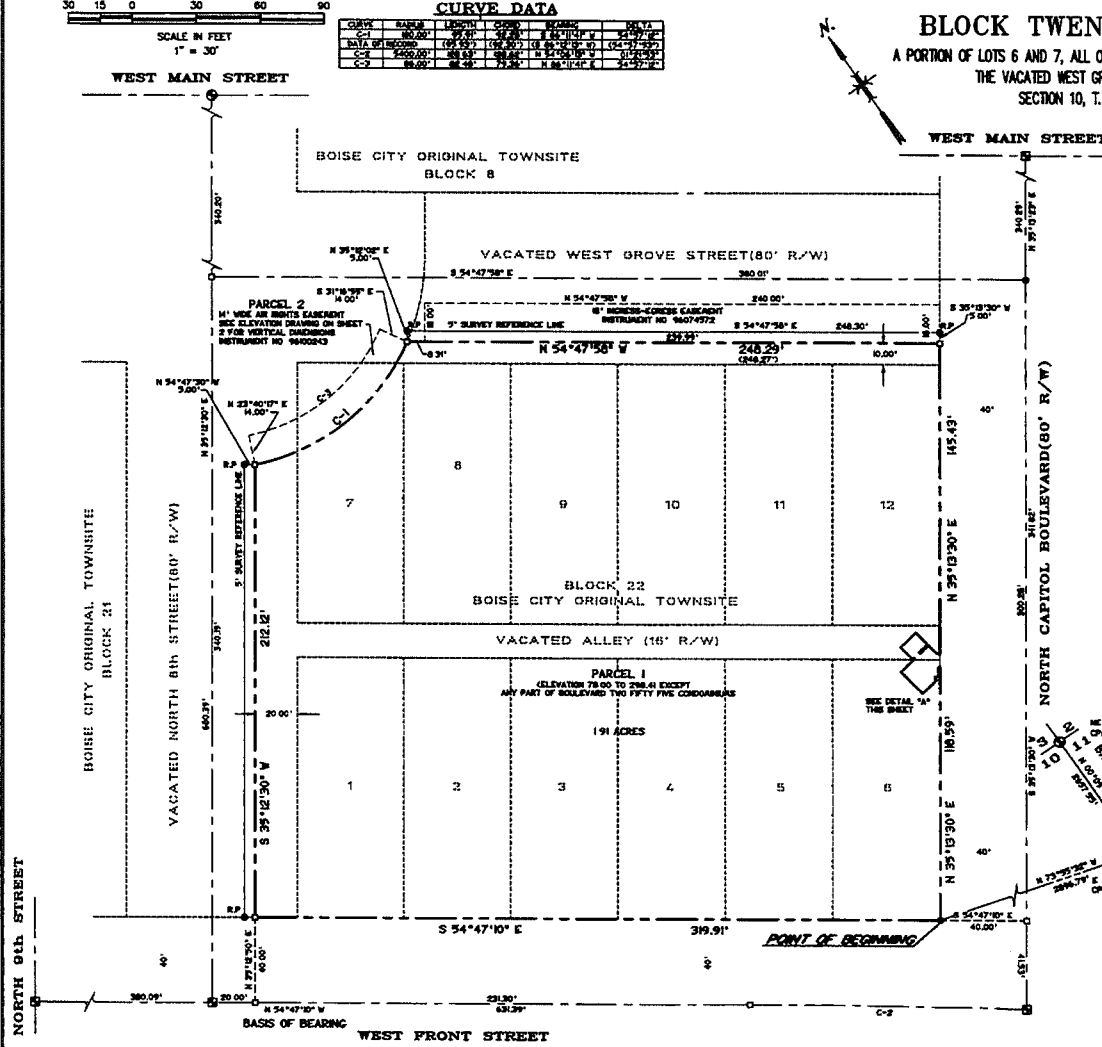
LEGEND

- LIMITS OF PARCEL 1
- CENTER LINE
- ORIGINAL LOT LINE
- EASEMENT
- ⊙ FOUND BRASS CAP
- ⊠ FOUND ALUMINUM CAP
- ⊙ FOUND 5/8" IRON PIN w/CAP
- CALCULATED POINT, NOT SET
- (100.00°) DATA OF RECORD
- R.P. REFERENCE POINT

NOTES

1. ELEVATIONS SHOWN SHALL BE IN ACCORDANCE WITH THE 2000 CONVERSION OF THE TIME OF RECORD OF THE SURVEY POINT, OR AS ALLOWED BY CONVEYING USE.
2. ANY IMPROVEMENTS TO THIS CONVEYANCE SHALL COMPLY TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF CONVEYANCE, OR AS ALLOWED BY CONVEYING USE.
3. RECLAIMMENT WILL COMPLY WITH THE EXCLUSIVE REQUIREMENTS OF SECTION 24-2005 OF THE ADAS CODE.
4. CORNER AREA LINES ARE DETERMINED BY THE CONVEYING DECLARATION.
5. FIRST FLOOR SURVEY TIES ARE SHOWN ON THIS SHEET.
6. ELEVATIONS ARE SHOWN WITH FIRST FLOOR ELEVATION DATUM OF 168.80.
7. ELEVATION DATUMS ALONG THE EXTERIOR BUILDING LINES ARE TO THE EXTERIOR FACE OF THE BUILDING.
8. THE SURVEY ELEVATIONS SHOWN UNDER AND IN ACCORDANCE WITH THIS PLAT SHALL BE WITH THE LAND AND SURFACE ANY EXTENSION OR ADJUSTMENT OF THE CONVEYING DECLARATION.
9. THE SURVEY REQUIREMENTS OF THE UNITS ARE THE EXTERIOR SURFACE OF THE EXTERIOR WALL, FLOOR CEILING, WINDOW, AND DOOR THRESHOLD, OR OTHER SURFACE WITH THE EXTERIOR OF THE BUILDING AND SHALL BE THE EXTERIOR SURFACE OF THE UNITS AS SHOWN ON THIS PLAT AND NOT THE INTERIOR SURFACE OF THE UNITS AS SHOWN ON THE PLAT. THE EXTERIOR SURFACE OF THE UNITS SHALL BE THE EXTERIOR SURFACE OF THE UNITS AS SHOWN ON THIS PLAT AND NOT THE INTERIOR SURFACE OF THE UNITS AS SHOWN ON THE PLAT. THE EXTERIOR SURFACE OF THE UNITS SHALL BE THE EXTERIOR SURFACE OF THE UNITS AS SHOWN ON THIS PLAT AND NOT THE INTERIOR SURFACE OF THE UNITS AS SHOWN ON THE PLAT.
10. THIS CONVEYANCE CONVEYS THE LAND, IMPROVEMENTS, AND INTERESTS OF THE UNIT AND COMMON AREA AND THE CONVEYING DECLARATION FOR BLOCK TWENTY TWO CONVEYING PLAT FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDS.
11. NO CONVEYING UNIT SHALL BE SHOWN OR ADJUSTED WITHOUT COMPLYING WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF CONVEYANCE, OR AS ALLOWED BY CONVEYING USE.
12. PORTIONS OF THE UNITS 1, 2, 3 AND 4 ARE SUBJECT TO NONCONFORMING ZONING REGULATIONS APPLICABLE TO THE UNITS AS SHOWN IN SECTION 24-2005 OF THE CONVEYING DECLARATION FOR BLOCK 22 CONVEYING PLAT FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDS.

TEALEY'S LAND SURVEYING
 103 S. 4th ST. • 200-388-0720 • BOISE, IDAHO
 Project No. 1781 Sheet 1 of 13

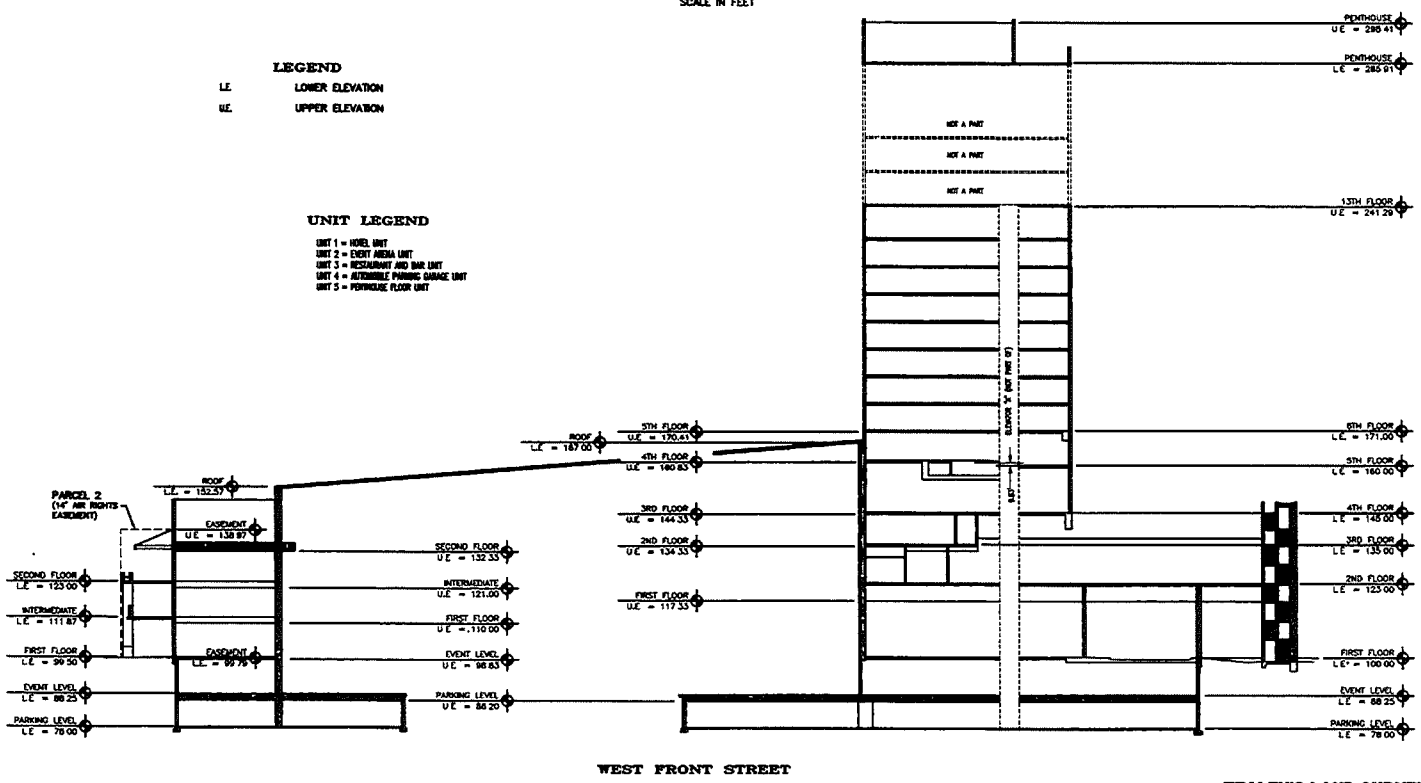


PLAT OF
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY,
 PORTION OF VACATED WEST GROVE AND VACATED 8TH STREETS,
 BLOCK 22, B.C.O.T., SECTION 10, T.3N., R.2E., B.M.,
 BOISE, ADA COUNTY, IDAHO
 1998
ELEVATION



LEGEND
 LE LOWER ELEVATION
 UE UPPER ELEVATION

UNIT LEGEND
 UNIT 1 = HOTEL UNIT
 UNIT 2 = EVENT AREA UNIT
 UNIT 3 = RESTAURANT AND BAR UNIT
 UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
 UNIT 5 = PERMISSED FLOOR UNIT



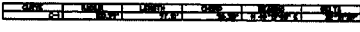
WEST FRONT STREET

TEALEY'S LAND SURVEYING
 180 S. 4th ST. • BOISE, IDAHO
 208-388-0838
 Job No. 1781 SHEET 2 OF 13

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PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.34, R.2E, B.M, BOISE, ADA COUNTY, IDAHO
 1998
PARKING LEVEL

CURVE DATA



LEGEND

UNIT 1	UNIT NUMBER
---	LIMITS OF PARCEL 1
■	COMMON AREA
□	ELEVATOR SHAFTS



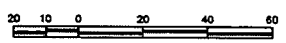
UNIT LEGEND

- UNIT 1 = HOTEL UNIT
- UNIT 2 = EVENT AREA UNIT
- UNIT 3 = RESTAURANT AND BAR UNIT
- UNIT 4 = ACCESSIBLE PARKING GARAGE UNIT
- UNIT 5 = PARKING FLOOR UNIT

NORTH CAPITOL BOULEVARD

EMPTY-FILLED SPACE BELOW EVENT CENTER NOT A PART

FINISHED FLOOR ELEVATION = 78.00



TEALEY'S LAND SURVEYING
 100 S. 4th ST. • 208-388-0028 • BOISE, IDAHO

Job No. 1781

Sheet 3 of 13

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 R.C.O.T., SECTION 10, T.34, R.2E, B.M. BOISE, ADA COUNTY, IDAHO
 1998

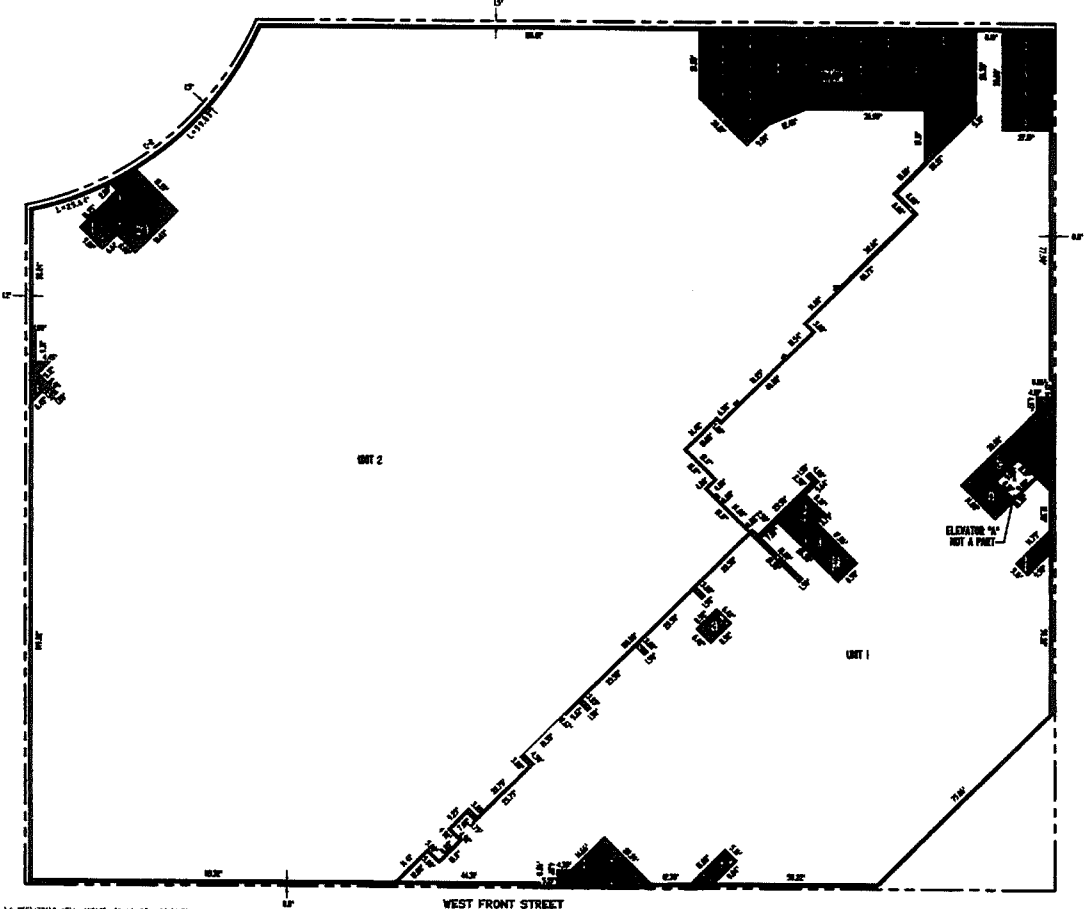
EVENT LEVEL

CURVE DATA

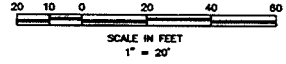
CHORD	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING
100.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W	100.00	S 89° 59' 59" W

- LEGEND**
- UNIT 1 UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - ▲ ELEVATOR SHAFTS

- UNIT LEGEND**
- UNIT 1 = HOTEL UNIT
 - UNIT 2 = EVENT AREA UNIT
 - UNIT 3 = RESTROOM AND BAR UNIT
 - UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
 - UNIT 5 = PERFORMING FLOOR UNIT



FINISHED FLOOR ELEVATION = 88.25

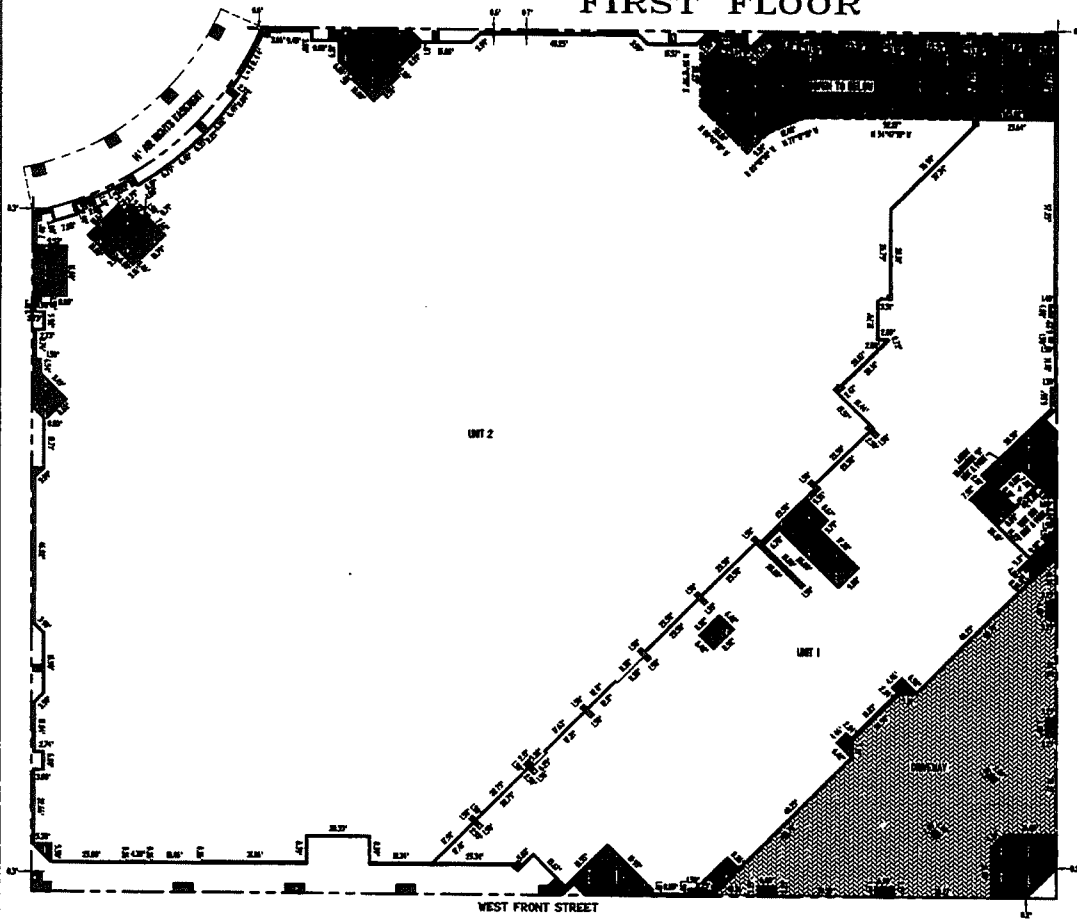


TEALEY'S LAND SURVEYING
 100 S. 4th ST. • 208-388-0630 • BOISE, IDAHO

3475-97853

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 S.C.O.T., SECTION 10, T.3N, R.2E, B.M, BOISE, ADA COUNTY, IDAHO
 1998

FIRST FLOOR

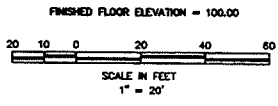


LEGEND

UNIT 01	UNIT NUMBER
---	LIMITS OF PARCEL 1
[Solid Black Box]	COMMON AREA
[Cross-hatched Box]	LIMITED COMMON AREA
A.A.C.R.F.C.A	ELEVATOR SHAFTS

UNIT LEGEND

UNIT 1	HOVEL UNIT
UNIT 2	EVENT ARENA UNIT
UNIT 3	RESTAURANT AND BAR UNIT
UNIT 4	APPROXIMATE PARKING GARAGE UNIT
UNIT 5	PERFORMANCE FLOOR UNIT

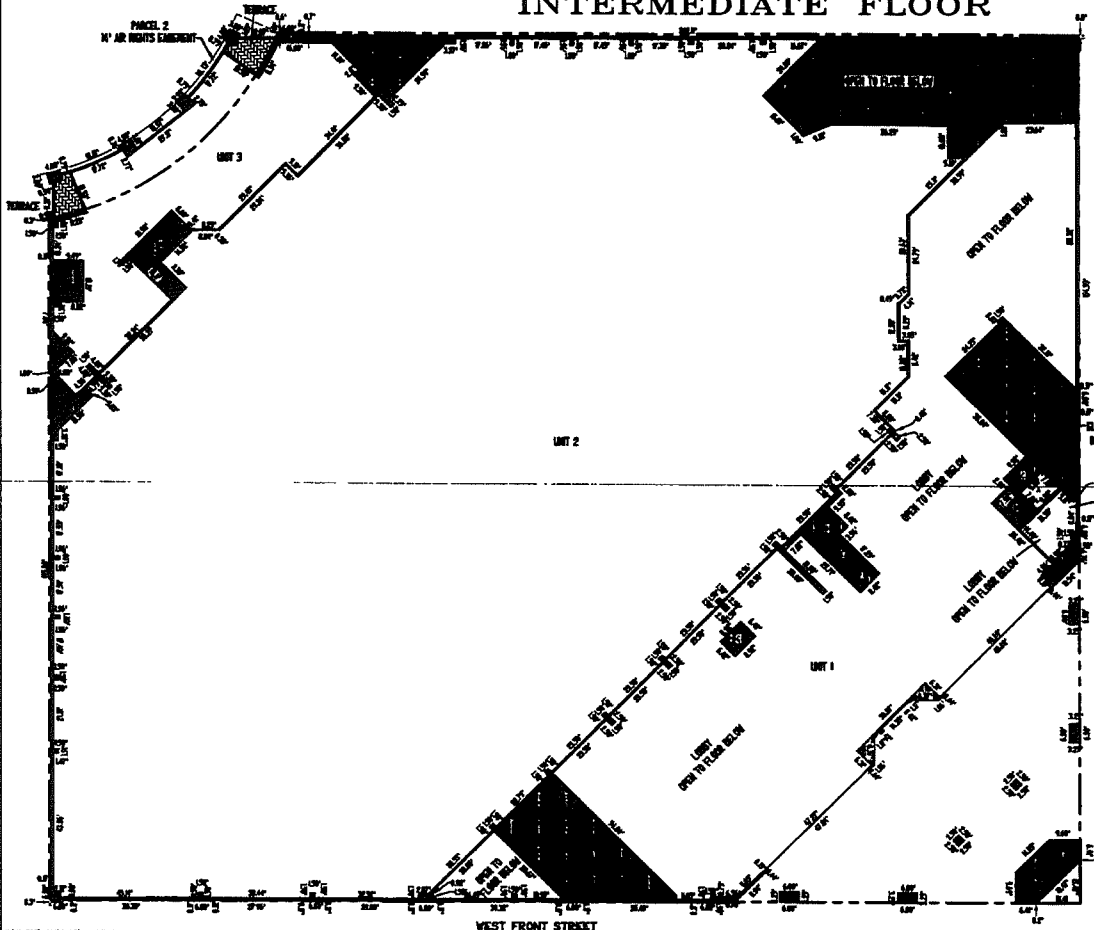


TEALEY'S LAND SURVEYING
 100 S. 4th ST. BOISE, IDAHO 83720-0620
 Job No. 1781 Sheet 5 of 13

3275 - 7852

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 1998

INTERMEDIATE FLOOR

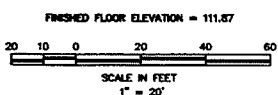


LEGEND

UNIT 1	UNIT NUMBER
---	LIMITS OF PARCEL 1
█	COMMON AREA
▨	LIMITED COMMON AREA
□	ELEVATOR SHAFTS
---	EASEMENT LINE

UNIT LEGEND

UNIT 1	= HOTEL UNIT
UNIT 2	= ENTRY AREA UNIT
UNIT 3	= RESTROOM AND BAR UNIT
UNIT 4	= AUTOMOBILE PARKING GARAGE UNIT
UNIT 5	= PORCH/PAVE FLOOR UNIT



TRALEY'S LAND SURVEYING
 100 S. 4th ST. • BOISE, IDAHO 83725
 209-359-8839
 Job No. 1781 Sheet 6 of 13

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N, R.2E, B.M. BOISE, ADA COUNTY, IDAHO
 1998
SECOND FLOOR

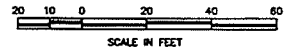
- LEGEND**
- UNIT 1 UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - ▨ LIMITED COMMON AREA
 - ELEVATOR SHAFTS
 - - - EASEMENT LINE



UNIT LEGEND

- UNIT 1 = HOTEL UNIT
- UNIT 2 = EVENT AREA UNIT
- UNIT 3 = RESTAURANT AND BAR UNIT
- UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
- UNIT 5 = PERFORMER FLOOR UNIT

FINISHED FLOOR ELEVATION = 123.00

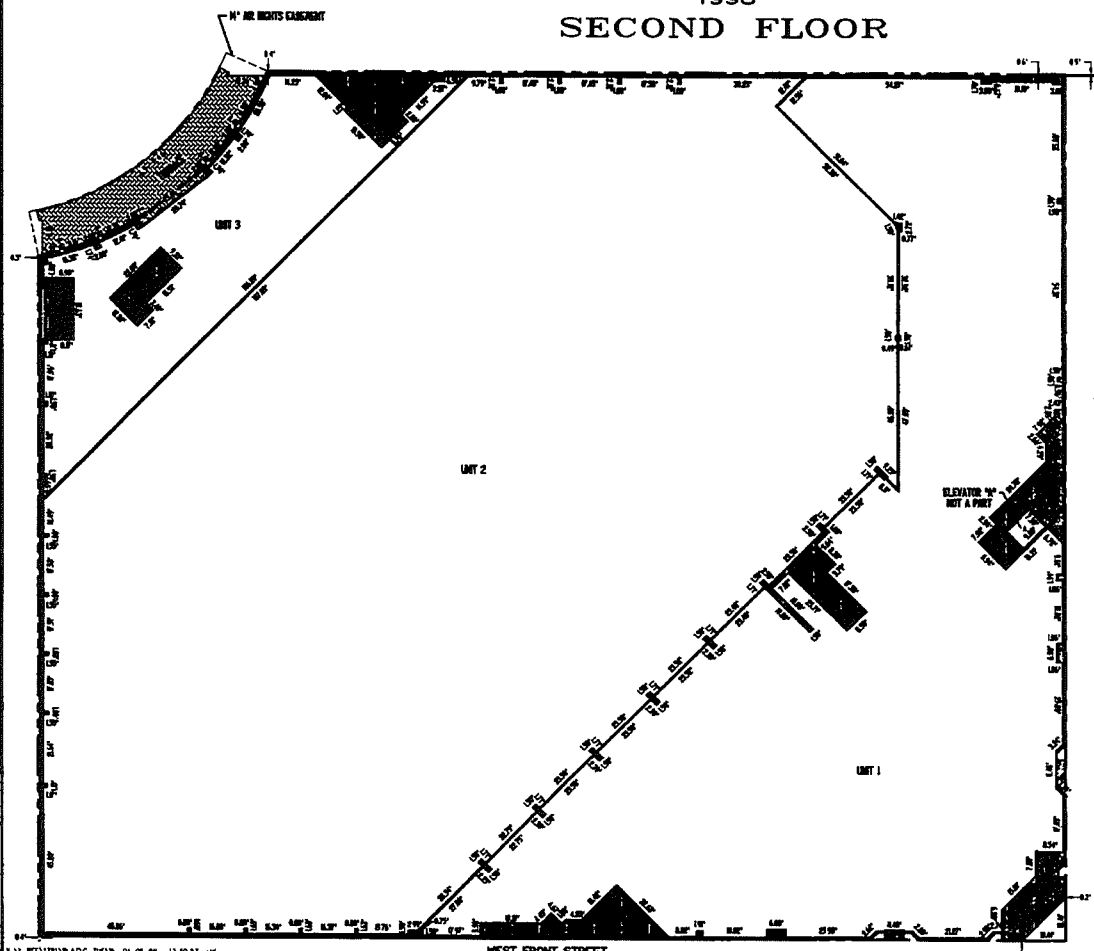


TEALEY'S LAND SURVEYING

108 E. 4th St. BOISE, IDAHO 200-355-0200

Job No. 1761

Sheet 7 of 13



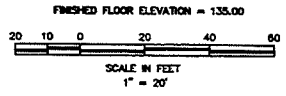
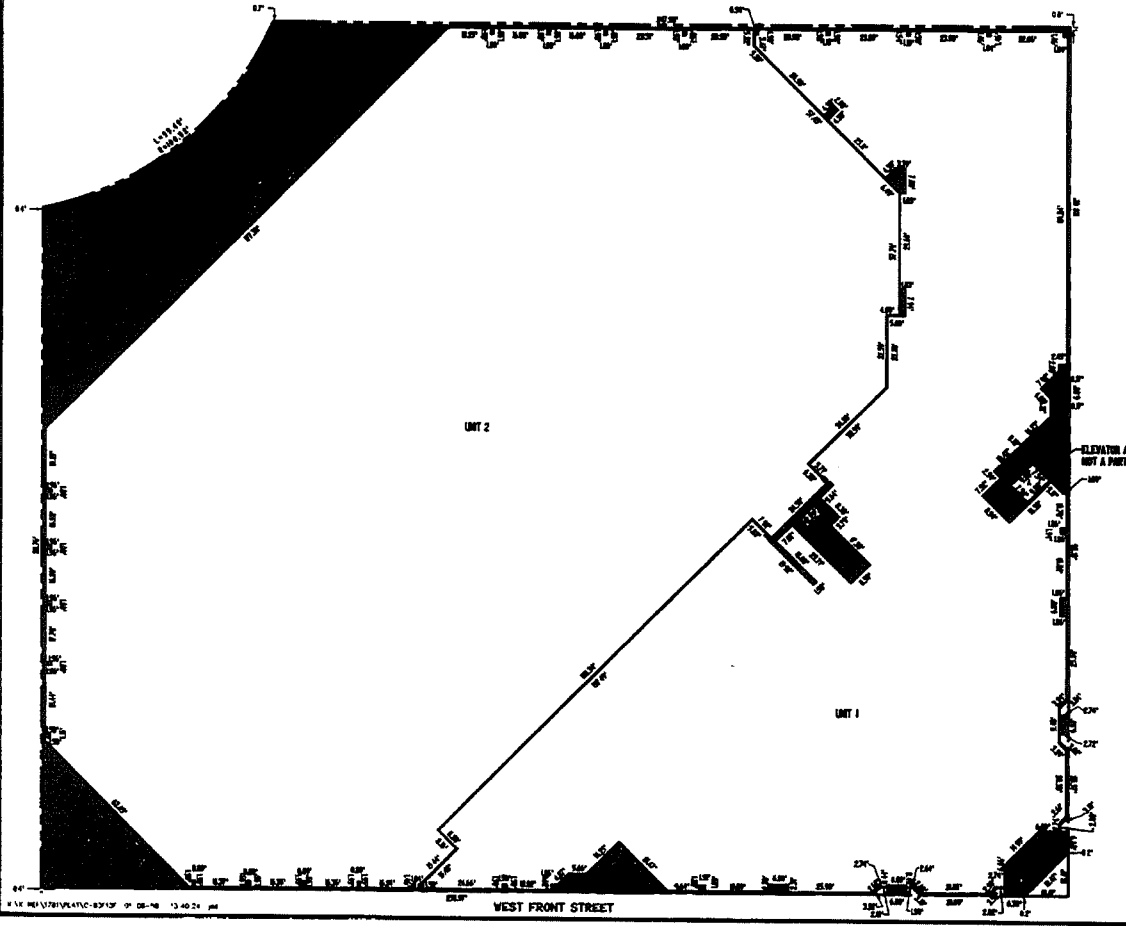
PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 1998
THIRD FLOOR

LEGEND

UNIT 1	UNIT NUMBER
---	LIMITS OF PARCEL 1
■	COMMON AREA
▲	ELEVATOR SHAFTS

UNIT LEGEND

UNIT 1	= HOTEL UNIT
UNIT 2	= EVENT AREA UNIT
UNIT 3	= RESTROOM AND BAR UNIT
UNIT 4	= ANTICARPOOL PARKING GARAGE UNIT
UNIT 5	= PERFORMER FLOOR UNIT



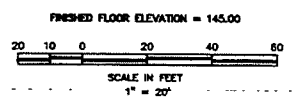
TEALEY'S LAND SURVEYING
 100 N. 4th St. BOISE, IDAHO 83720
 208-333-0030
 Job No. 1781 Sheet 8 of 13

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 1998
4TH FLOOR

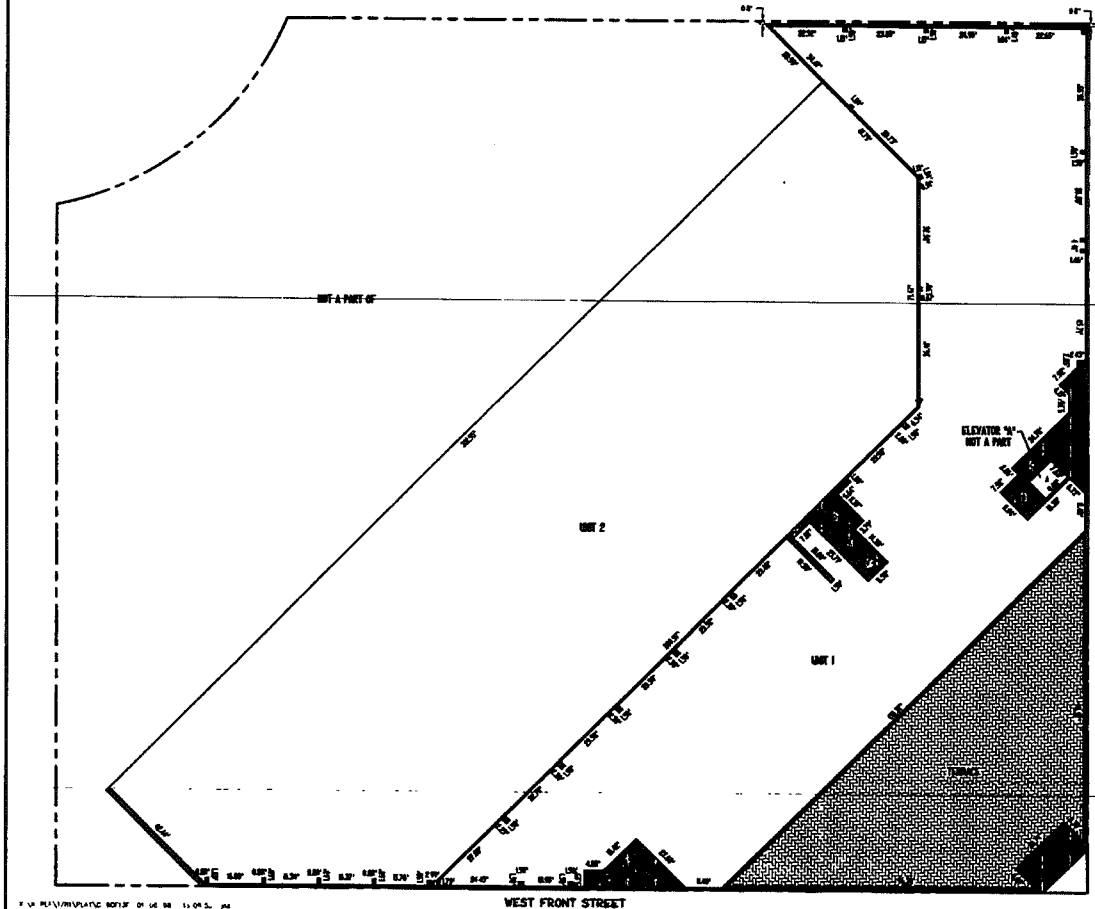
- LEGEND**
- UNIT 1
 - UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - LIMITED COMMON AREA
 - ELEVATOR SHAFTS



- UNIT LEGEND**
- UNIT 1 = HOTEL UNIT
 - UNIT 2 = EVENT SPACE UNIT
 - UNIT 3 = RESTAURANT AND BAR UNIT
 - UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
 - UNIT 5 = PORCHSIDE FLOOR UNIT



TEALEY'S LAND SURVEYING
 108 E. 4th St. BOISE, IDAHO
 200-333-0833
 Job No. 1761 Sheet 9 of 13



PLAT FOR BLOCK TWENTY TWO CONDOMINIUMS

A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
B.C.O.T., SECTION 10, T.3N, R.2E, E.1M, BOISE, ADA COUNTY, IDAHO

1998

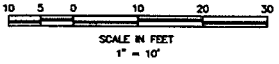
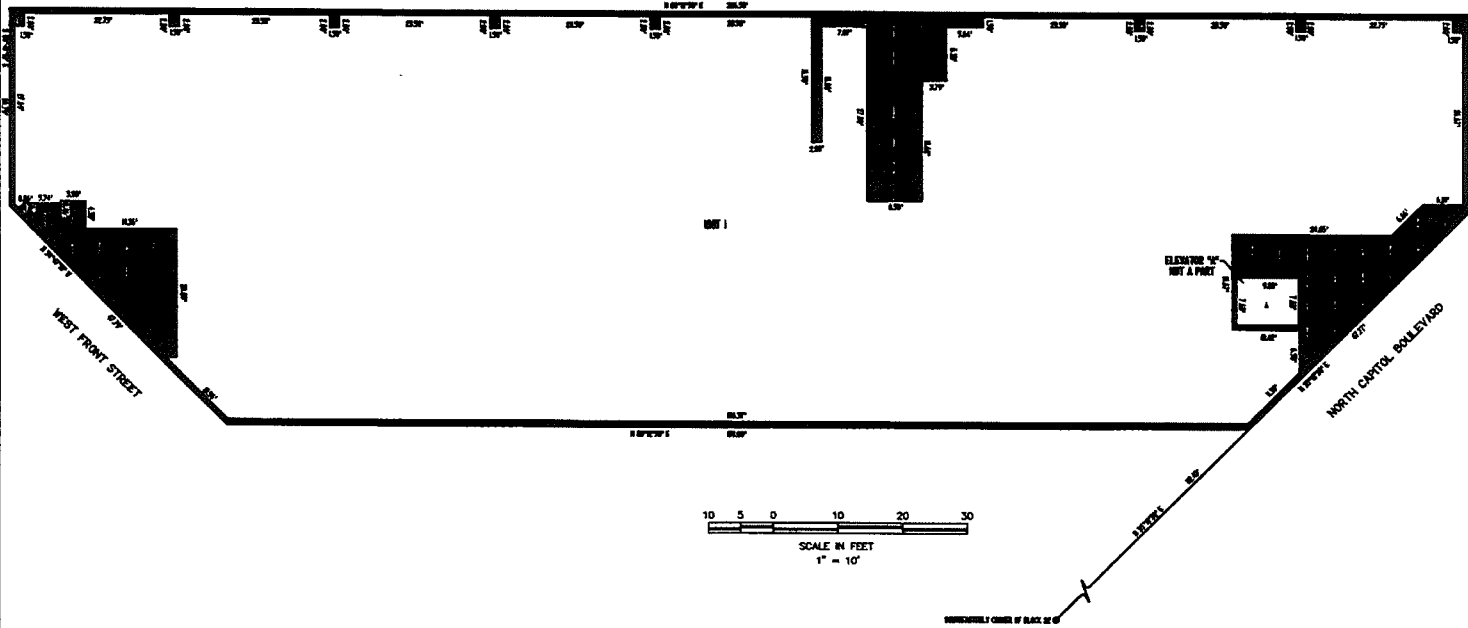
5th FLOOR

UNIT LEGEND

- UNIT 1 = HOTEL UNIT
- UNIT 2 = COMMON AREA UNIT
- UNIT 3 = RESTROOM AND BATH UNIT
- UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
- UNIT 5 = PERMISSED FLOOR UNIT

LEGEND

- UNIT 1
- UNIT NUMBER
- LIMITS OF PARCEL 1
- COMMON AREA
- ELEVATOR SHAFTS



TEALEY'S LAND SURVEYING

100 S. 4th ST. BOISE, IDAHO 208-388-0838

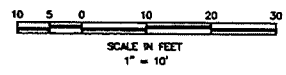
Job No. 1781 Sheet 10 of 13

SK-25 72 7837

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 6TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N, R.2E, B.M., BOISE, ADA COUNTY, IDAHO
 1998
6TH THRU 13TH FLOOR

UNIT LEGEND
 UNIT 1 = HOTEL UNIT
 UNIT 2 = TIGHT MEDIA UNIT
 UNIT 3 = RESTROOM AND BAR UNIT
 UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
 UNIT 5 = PORCH/DECK FLOOR UNIT

LEGEND
 UNIT 1
 UNIT NUMBER
 LIMITS OF PARCEL 1
 COMMON AREA
 ELEVATOR SHAFTS



TEALEY'S LAND SURVEYING
 100 S. 4th ST. BOISE, IDAHO 83720
 208-333-0000
 Job No. 1781 Sheet 11 of 13

38-15-3-784

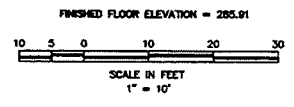
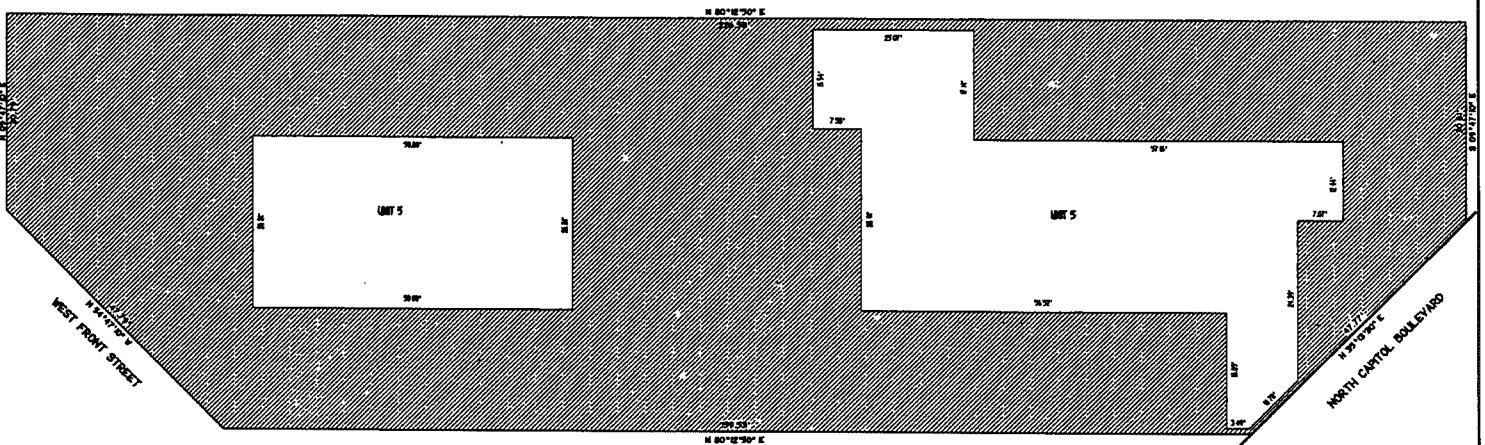
PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 1998
PENTHOUSE LEVEL

UNIT LEGEND

- UNIT 1 = MODEL UNIT
- UNIT 2 = ENTRY AREA UNIT
- UNIT 3 = RECREATION AND SPA UNIT
- UNIT 4 = ACCESSIBLE PARKING GARAGE UNIT
- UNIT 5 = PENTHOUSE FLASH UNIT

LEGEND

- UNIT 5
- UNIT NUMBER
- LIMITS OF PARCEL 1
- COMMON AREA



TEALEY'S LAND SURVEYING
 100 S. 4th ST. BOISE, IDAHO 83725
 208-388-0838
 Job No. 1781 Sheet 12 of 13

PLAT FOR BLOCK TWENTY TWO CONDOMINIUMS, A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22, B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO, 1998.

PLAT OF
BLOCK TWENTY TWO CONDOMINIUMS

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS THAT BLOCK 22 LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO CREATE A PROJECT INCLUDING SAID REAL PROPERTY IN THIS CONDOMINIUM PLAT. THE OWNERS ALSO HEREBY CERTIFY THAT THEY CONSENT TO THE RECORDECTION OF DOCUMENTS PURSUANT TO CHAPTER 10, TITLE 50 OF THE IDAHO CODE.

PARCEL 1:

A PARCEL OF LAND BEING PORTIONS OF LOTS 8 AND 9, ALL OF LOTS 1, 2 AND 3, AND A PORTION OF THE INCLOSED ALLEY AND PORTIONS OF THE NEASTERN WEST BOUNDARY AND NORTH WEST CORNERS OF BLOCK 22 OF THE BOISE CITY ORIGINAL TOWNSHIP... [Detailed boundary description for Parcel 1]

PARCEL 2: (SEE RIGHTS EASEMENT)

A PARCEL OF LAND BEING IN THE NE 1/4 OF SECTION 16, T.3N., R.3E., S.4M., BOISE, ADA COUNTY, IDAHO, BEING A PORTION OF INCLOSED BOUNDARY... [Detailed boundary description for Parcel 2]

THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DEDICATED HEREIN, AND NO PERMANENT STRUCTURES ARE TO BE WITHIN THE LINES OF SAID EASEMENTS... [Easement reservation text]

BLOCK 22 LLC, AN IDAHO LIMITED LIABILITY COMPANY
BY: Charles E. Morley
CHARLES E. MORLEY, AUTHORIZED AGENT

ACKNOWLEDGMENT

STATE OF IDAHO } ss
COUNTY OF ADA }
ON THIS 26th DAY OF September 1997 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CHARLES E. MORLEY, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS AUTHORIZED AGENT OF S-SIXTEEN LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP, WHICH IS A MEMBER OF BLOCK 22 LLC, AN IDAHO LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS SUCH AUTHORIZED AGENT OF S-SIXTEEN LIMITED PARTNERSHIP AS A MEMBER OF BLOCK 22 LLC.



NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE, IDAHO
MY COMMISSION EXPIRES: 8-2-98

CERTIFICATE OF SURVEYOR

I, PATRICK A. TEALCY, L.S., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF BLOCK TWENTY TWO CONDOMINIUMS AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE PORTION PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS, CONDOMINIUMS AND THE CORNER PERPETUATION AND PLING ACT.



PATRICK A. TEALCY, L.S. NO. 6247

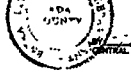
ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING CONDOMINIUM WAS ACCEPTED AND APPROVED BY THE BOARD OF HIGHWAY DISTRICT COMMISSIONERS ON THE 26th DAY OF September 1997.



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THE CONDOMINIUMS HAVE BEEN REVIEWED ACCORDING TO THE LETTERS TO BE READ ON FILE WITH THE COUNTY RECORDER IN HIS AGENT LISTING THE CONDITIONS OF APPROVAL.



Thomas E. Jorgensen 10/26/97
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, CHARLES R. ACKELSON, P.E., CITY ENGINEER IN AND FOR BOISE CITY, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT OF BLOCK TWENTY TWO CONDOMINIUMS.



APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK IN AND FOR BOISE CITY, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL, HELD ON THE 26th DAY OF September 1997, THIS PLAT OF BLOCK TWENTY TWO CONDOMINIUMS WAS DULY ACCEPTED AND APPROVED.

[Signature] CITY CLERK 11/3/97

CERTIFICATE OF COUNTY SURVEYOR

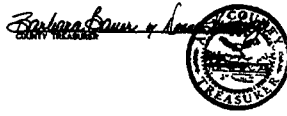
I, THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLES WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND CONDOMINIUMS.



COUNTY SURVEYOR
[Signature]

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, FOR THE REQUIREMENTS OF I.C. 50-2-10(b)(2), DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED CONDOMINIUM HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



Barbara Brown COUNTY TREASURER
DATE: 26th September 1997

COUNTY RECORDERS CERTIFICATE

INSTRUMENT NO. 15-0997
STATE OF IDAHO } ss
COUNTY OF ADA } ss
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF [Signature] ON THE 26th DAY OF September 1997 AT 10:00 O'CLOCK AM IN MY OFFICE AND WAS DULY RECORDED IN BOOK 75 OF PLATS AT PAGES 7829 AND 7841
[Signature] COUNTY RECORDER

EXHIBIT 6

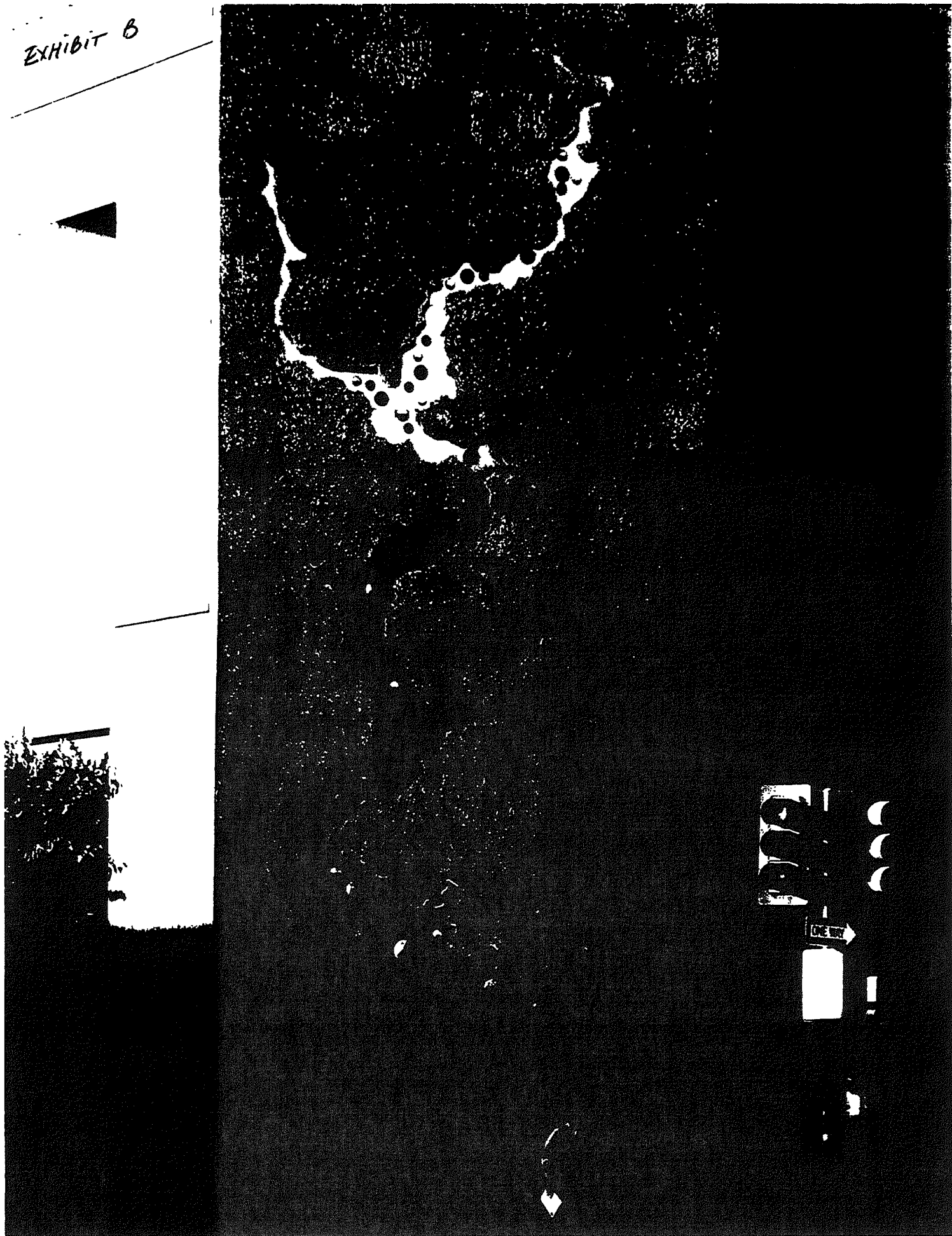
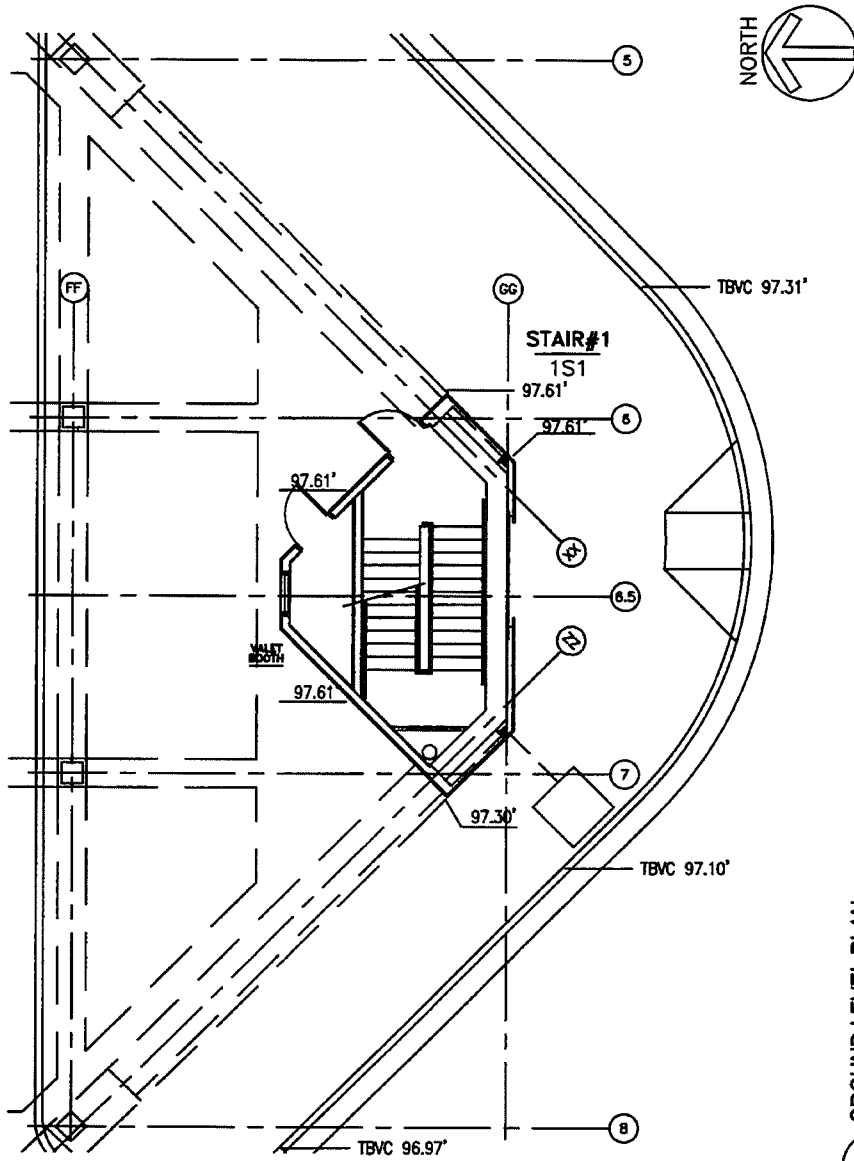


EXHIBIT C



1 GROUND LEVEL PLAN
SCALE: 1/8" = 1'-0"

Exhibit D

River Sculpture Maintenance Obligations

The ongoing operations of the Artwork, including any maintenance that would be considered *Preventative, Corrective or Emergency* as defined below, will be in conformance with the Artist's maintenance and operations plan, of which Block 22 and Grantee have a copy of, and as further specified in the following definitions. Once the final renovation is complete with new materials and specifications, a revised operations manual will be drafted and distributed to the Parties. Such revised operations manual may be amended from time to time, as necessary and without the need to be recorded, by mutual written agreement of the Parties.

Grantee's Maintenance Responsibilities

The Grantee will be responsible for the overall condition of the materials, operation of mechanical parts, and aesthetics of the Artwork. The Grantee will be responsible for all contact with the Artist and contractors as it applies to the direct repairs of the Artwork. The Grantee is also responsible for the following:

- **Materials/Mechanics**
 1. Granite: All impregnators/ sealants, grouts, caulking, attachment hardware or replacement stones, and all vandalism repairs.
 2. Misting Water System: Replacement or repair of lines, nozzles, pumps, drainage and winterizing, and all vandalism repairs.
 3. Drainage: All lines and mechanics as they pertain to proper drainage of the Artwork's water system.
 4. Lighting: Replacement and/or repair of all lighting and electrical connections, and all vandalism repairs.
 5. Background Surface: Replacement of any part or component as it pertains to the background materials, grouts, adhesives or connections. Cleaning with solvents or chemicals. Use of sealants or graffiti removal and/or other vandalism repairs.
 6. Glass spheres or "gems": Glass cleaning, brackets and attachment points and all vandalism repairs.
- **Condition Assessment:**

Routine inspection, documentation and quarterly reporting to Block 22 of any circumstances that might inhibit the quality of the Artwork.
- **Preventative Maintenance**

Provide care to prevent or delay material failure which may occur naturally with time or under stress from natural elements. Preventative procedures will be repeated as needed to minimize reoccurrences of decay.
- **Corrective Maintenance**

Arrange or perform work necessary to bring the Artwork back to a satisfactory level of aesthetics and/or function.

- **Emergency Maintenance**
Initiate or perform any immediately necessary work to stop continued deterioration of the Artwork, theft of the Artwork's components, or to address public health, safety, or security concerns relating to the Artwork.
- **Conservation/ Preservation:**
Provide restoration of the Artwork to bring the aesthetics to a satisfactory level. These procedures may require the expertise of a trained conservator, architect or specific material specialist. The Artist may be involved if the materials need to be altered or replaced, or if changes to the appearance of the Artwork are needed.

Block 22's Maintenance Responsibilities

Block 22 will be responsible for the general care and cleanliness of the common grounds and hotel property surrounding the Artwork. The overall appearance of the hotel is important and is a direct result of the cleanliness and condition of the Artwork. The appearance of neglect, such as excessive sidewalk debris, weeds or trash, will be removed by the Grantor. Block 22 is also responsible for the following:

- **Condition Assessment:** Block 22 will conduct a general inspection of the Artwork and surrounding areas and provide written notification to Grantee of any preventative, corrective or emergency needs.
- **Preventative Maintenance:** Continued maintenance to facilities and common ground surrounding the Artwork, including sidewalks, retaining walls and other infrastructure. Surface treatments such as trash and debris removal from crevasses and recessed surfaces of the Artwork; removal of dust and dirt from the Artwork; removal of signs, banners or other obstructions of the Artwork; removal of snow and/or ice in areas adjacent to the Artwork; allowing pump room accessibility. All surface treatments must be non-chemical, non-abrasive and not change the appearance of the Artwork in anyway unless agreed to in writing by Artist and Grantee. Provide water and/or electricity services for Grantee or its agents.
- **Corrective and Emergency Maintenance:** The Grantee will supervise and manage all repairs and maintenance with notification and approval of Block 22.



00029008201400823100340343

EASEMENT AGREEMENT

RIVER SCULPTURE AT CAPITOL BOULEVARD AND FRONT STREET

This Agreement ("Agreement") is entered into and made effective this 23rd day of September 2014, by and between the Boise City Canal Company ("Grantor"), a canal company organized and existing under and by virtue of the laws of the State of Idaho, whose address is P.O. Box 2157, Boise, ID 83701, and the City of Boise City ("Grantee"), an Idaho municipal corporation.

RECITALS

Whereas, the Grantor owns and maintains a system of canals for purposes of delivering irrigation water to its customers, together with easements and rights-of-way to convey water in such canals; easements and rights-of-way for ingress and egress, easements and rights-of-way for the operation, inspection, maintenance and repair of the canals (collectively the "Boise City Canal").

NOW, in consideration of the mutual promises by the Grantor and the Grantee, and other and good consideration, which is hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT

1. **Grant of License** – The Grantor hereby grants a non-exclusive, perpetual and permanent easement ("Easement") to the Grantee for the purpose of a limited encroachment upon the Boise City Canal Company right-of-way pursuant to the terms and conditions contained herein. A general description of the work to be performed within the Boise City Canal right-of-way is described as follows: to install a maximum diameter of 2 inch drainage pipe from the drainage pan located at the bottom of a piece of public art known as the River Sculpture, located on the northwest corner of the intersection of Front Street and Capitol Boulevard, and mounted to the existing façade of the Grove Hotel, extending to and inserted into the Grantor's existing manhole located approximately seven (7) feet west of the River Sculpture and north on Front Street, to allow for the drainage of storm and

fog water from the base of the River Sculpture to the Boise City Canal, as depicted in Exhibit "A", attached hereto and hereby made a part of this agreement.

2. **No Other Rights Granted** – The Grantee expressly acknowledges and agrees that this Agreement does not grant the Grantee the right to install any facility, building, or equipment, except as specifically described in this Agreement, or the right to impair any rights of the Grantor or others in the use of the Boise City Canal. The Grantee also expressly acknowledges that, notwithstanding the limited right granted by this Agreement, the Grantor does not relinquish its ownership rights in any portion of the Boise City Canal, or the right to access the Boise City Canal for the purposes of operation, repair, and maintenance. The Grantee also expressly acknowledges that, except as specifically provided in Section 1, this Agreement does not create a right to use the water or the Boise City Canal or to construct or develop the property so as to cause any water or other material to drain or go into the Boise City Canal.

3. **Term of Easement** – The term of the Easement is perpetual and permanent and shall commence upon the effective date of this Agreement. Such Easement shall continue for so long as the Grantee is in compliance with terms of this Agreement or until this Agreement is otherwise terminated. Either party may terminate this Agreement for any reason, effective upon thirty(30) days' written notice to the other.

4. **Increased Costs of Operations and Maintenance** – Pursuant to an agreement between Grantee and Block 22, LLC, d/b/a The Grove Hotel, Block 22, LLC is responsible for any expenses related to the services of the Grantor to collect water runoff from the River Sculpture, consistent with its Drainage Policy. A copy of said agreement is attached as Exhibit B.

5. **Retention of Runoff** – Grantee shall not construct nor allow any retention of runoff into the Boise City Canal that would impair the function and safety of the Boise City Canal.

6. **Representations and Warranties** –

(a) Grantor – The Grantor represents and warrants that: (i) the Grantor is a canal company organized and existing under and by virtue of the laws of the State of Idaho; (ii) the Grantor has the capacity to enter into and perform the Grantor's obligations under this Agreement; (iii) all organizational and other actions required to authorize the Grantor to enter into and perform this Agreement have been properly taken; and (iv) this Agreement has been properly executed and delivered by the company and is valid and binding upon the Grantor in accordance with its terms.

(b) Grantee – The Grantee represents and warrants that: (i) it is a municipal Corporation organized and in good standing in the State of Idaho; (ii) it has the capacity to enter into and perform its obligations under this Agreement; (iii) all actions required to authorize the Grantee to enter into and perform this Agreement have been properly taken; (iv) this Agreement has been properly executed and delivered by the Grantee and is valid and binding upon the Grantee in accordance with its terms.

7. **Binding Agreement** – The promises, covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto and on all parties hereto and all persons claimed under them or any of them; and the rights and obligations hereof shall run with the land and shall bind and inure to the benefit of each of the parties hereto and their respective successors, assigns, and any person or entity acquiring any right, title, or interest in the Boise City Canal.

8. **Interpretation** – The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.

9. **Recording** – Upon execution, the Grantee shall record this Agreement in the office of the county recorder for Ada County. Grantee shall be responsible for the costs of recording.

BOISE CITY CANAL COMPANY

By: Alan Winkle
Alan Winkle, President

Attest:

Carrie [Signature]

CITY OF BOISE CITY

By: [Signature]

Attest:

[Signature]



Exhibit A
(Diagram of Drainage Plan)

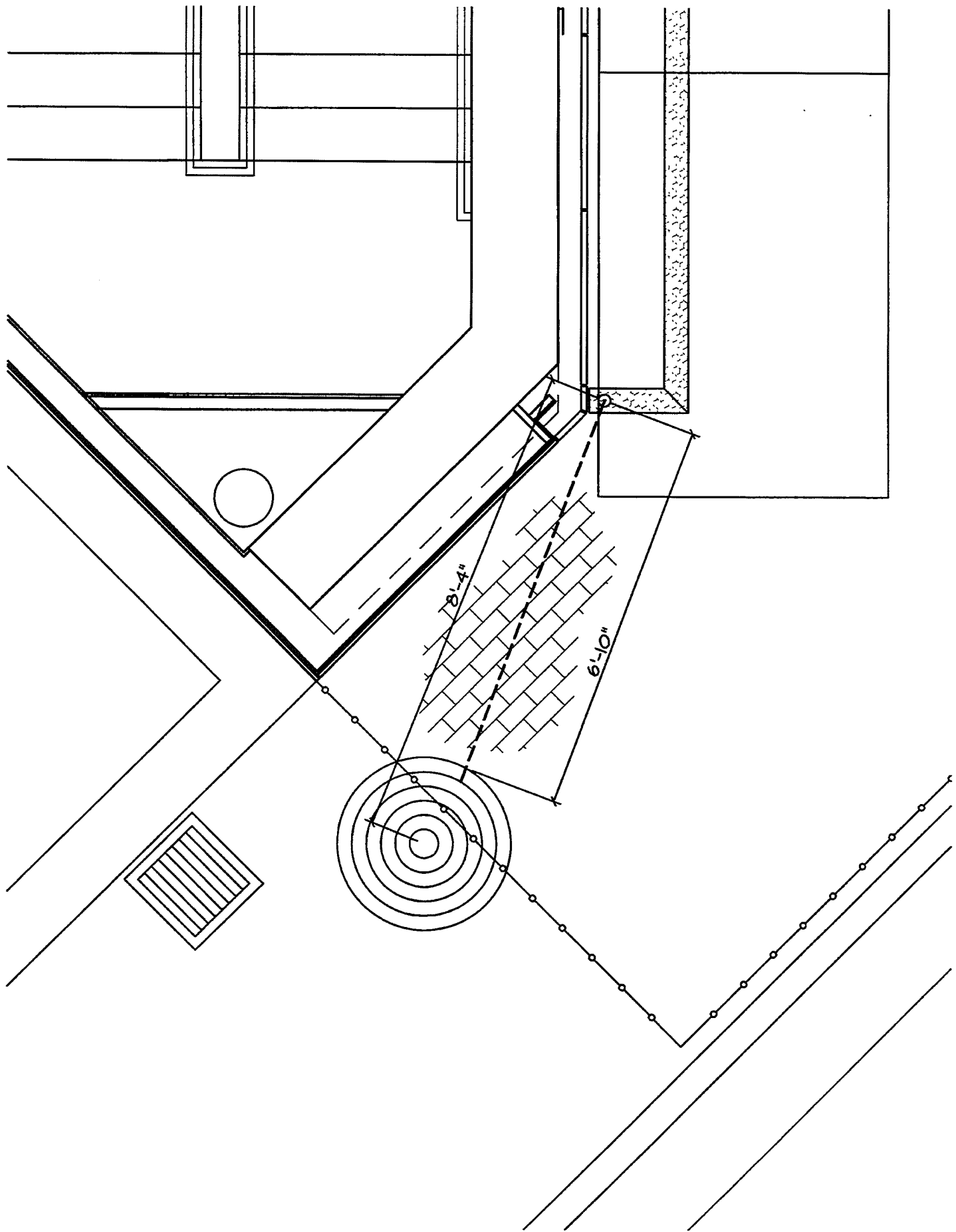


Exhibit B

(Maintenance Agreement and Easement between Boise City and Block 22 LLC)



00022394201400761050280288

After recording return to:
City of Boise -- Legal Department
Post Office Box 500
Boise, Idaho 83701-0500

**PUBLIC ART EASEMENT AND MAINTENANCE AGREEMENT
"RIVER SCULPTURE" AT CAPITOL BOULEVARD AND FRONT STREET**

THIS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into effective on the mutual acceptance of this Agreement, by and between Block 22, LLC, d/b/a The Grove Hotel, as Owner of the Hotel Unit that is subject of this agreement ("Block 22"), the Block Twenty-Two Condominiums Association, Inc., as Owner of the Common Area and limited common area that are subject of this agreement ("Grantor"), and the City of Boise City, an Idaho municipal corporation ("Grantee"). Block 22, Grantor and Grantee may collectively be referred to as "the Parties" or individually as a "party."

RECITALS

A. The City of Boise has adopted a program for the placement of art in and on public and private locations throughout the City of Boise.

B. In 1998, in connection with Block 22's development of a condominium project known as Block Twenty Two Condominiums (the "Project"), Block 22 and Grantee entered into that certain River Sculpture Personal Services Agreement ("1998 Agreement"), whereby full ownership rights and maintenance duties of a work of visual art known as the River Sculpture, a 50-foot high sculpture made of granite, fused glass, neon, painted Di-bond panels and fog misters and installed on the exterior façade of the southeast stair tower of the Grove Hotel, at the corner of Front Street and Capitol Boulevard ("the Artwork") would be transferred to Grantee by a separate easement and maintenance agreement. This Agreement is that contemplated separate easement and maintenance agreement, and the parties intend that certain portions of the 1998 agreement pertaining to ownership, repair and maintenance of the Artwork be superseded by this Agreement .

C. Block 22 is the owner of the real property commonly known as The Grove Hotel, addressed as 245 S. Capitol Boulevard, Boise, Idaho, 83702, and legally described as:

Unit # 1, Block Twenty Two Condominiums ("the Hotel Unit"), according to the official Plat thereof filed in Book 75 of Plats at Pages 7829 through 7841, Records of Ada County, Idaho, attached as Exhibit A ("the Condo Plat").

EXECUTION VERSION

D. Grantor is the owner of all of the Common Area described in that certain Condominium Declaration for Block Twenty Two Condominiums dated February 19, 1998 and recorded February 20, 1998 as Instrument # 98015004, Records of Ada County, Idaho, as amended by that certain First Amendment to Condominium Declaration for Block Twenty-Two Condominiums dated September 27, 1999, recorded November 4, 1999 as Instrument # 99107973, Records of Ada County, Idaho (and as may hereafter be amended, the "Declaration") and as shown on the Condo Plat.

In order to further the intent of the 1998 agreement entered into by Block 22 and Grantee, Grantor hereby delivers full ownership rights to and maintenance duties of the Artwork to Grantee, and Block 22 and Grantor agree to make certain portions of the Project available to the Grantee on both an exclusive and non-exclusive basis, as set forth in this Agreement, for the display, repair, and ongoing maintenance of the Artwork.

E. Block 22 has agreed to provide Thirty-Five Thousand Dollars (\$35,000.00) toward Grantee's renovation of the Artwork. Because of this financial contribution and to comply with the 1998 agreement between the Parties, Block 22, Grantor and Grantee wish to enter into this Public Art Easement and Maintenance Agreement to delineate their separate and distinct roles and responsibilities regarding the Artwork, and to acknowledge that upon execution of this Agreement, no further performance is owing under the 1998 agreement.

IN CONSIDERATION of the mutual promises and performances set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor and Block 22 as Owner of the Hotel Unit (Unit No. 1) of the Block Twenty Two Condominiums each conveys, grants, and warrants to Grantee, its successors and assigns, an exclusive, perpetual, and permanent easement on the exterior façade of the southeast stair tower of the Grove Hotel (depicted as "common area" on the Block Twenty Two Condominiums Plat, attached hereto as **Exhibit A**) that is of sufficient size for the purposes of display and maintenance of the Artwork, and as described or depicted in **Exhibit B**, and a non-exclusive, perpetual, and permanent right of ingress and egress over, under, and across portions of the Property, described below, for the purposes of reinstalling, maintaining, operating, repairing, and exhibiting the Artwork on and in the Property.

a.) **Terrace and Hotel Interior Access:** In order to access the Artwork from above to achieve the purposes of this Agreement, this non-exclusive perpetual and permanent easement includes non-exclusive access to the fourth floor terrace limited common area controlled by the Owner of the Hotel Unit (shown on Page 9 of the Plat), including access to the fourth floor by way of the hotel lobby (or other reasonable route) during regular business hours and at times when mutually agreeable by the Parties. Additionally, this non-exclusive and permanent easement includes installation of additional hardware to accommodate contractors with the ability to rappel from the fourth floor terrace space to efficiently clean the Artwork, the location of such hardware to be agreed upon by the Parties.

b.) **Pump Room (Valet Closet):** In order to access the Artwork's mechanical systems to

EXECUTION VERSION

achieve the purposes of this Agreement, this non-exclusive perpetual and permanent easement includes non-exclusive access to a 6' x 10' room (approx. 60 sq.ft.) located within the southeast stair tower, as described and depicted in **Exhibit C**, presently used by the hotel valet parking team, during regular business hours and at times when mutually agreeable by the Parties. Grantor expressly allows Grantee to house the mechanical systems within the room, in an elevated position, and to secure the systems from unauthorized tampering and interference by use of a cage, locked panel, or other secure device considered sufficient for security by Grantee.

c.) **Parking Access:** In order to make repairs or maintain the Artwork as efficiently as possible, Grantor shall provide to Grantee reasonable parking access for service vehicles so long as safety precautions are followed, permits and road closure requirements are adhered to, and Grantor's hotel staff are consulted in advance and agree to specific needs.

2. Term of Easement. The easements are perpetual and permanent, running with the land and binding upon and inuring to the benefit of Block 22, Grantor and Grantee, their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the Hotel Unit or the Common Area, subject to the conditions outlined in *Section 3. Amendment and Termination*, below.

3. Amendment and Termination. This Agreement may be amended or terminated upon mutual consent of the Parties. No amendment of the provisions or termination of this Agreement will be effective unless in writing and signed by authorized representatives of the Parties.

In the event of termination, if Block 22 or Grantor do not wish to retain the Artwork and assume ownership and all associated costs, Block 22, Grantor and Grantee agree to share (50% to Block 22 and Grantor and 50% to Grantee) in the expenses associated with removal of the Artwork including causing those certain portions of the Property contemplated by this Agreement to be restored to their prior condition, normal wear and tear excepted.

4. Maintenance and Repair of the Artwork.

A. Block 22 is responsible for:

1. Providing regular inspection of the Artwork and providing a written maintenance report to Grantee including specific recommendations for maintenance beyond that which is routine or regular and/or for possible repair.
2. The ongoing operations of the Artwork, including any maintenance that would be considered routine or regular, in conformance with maintenance and operations plans attached hereto as **Exhibit D**, which reflect reduced repair and maintenance from the maintenance plan established by the artist who created the Artwork, Alison Sky (the "Artist") resulting from the Grantee's renovation of the Artwork being conducted in connection with the parties' execution of this Agreement.
3. Naming one individual as responsible for the maintenance and operation of the Artwork who shall be Grantee's contact regarding such issues.

EXECUTION VERSION

4. Ensuring that the Artwork is not inoperable or damaged in such a way as to affect operations and/or appearance for more than forty-five (45) days unless, for extenuating circumstances, an extended amount of time is required for repairs, as agreed by the Grantee. If the Artwork remains inoperable or damaged for more than forty-five (45) days due to the failure of Block 22 to fulfill its obligations as identified herein, Grantee shall have authority to enter upon the Property in order to effect such repairs. In such case, Grantee may recover a portion of the costs and expenses for such repair from Block 22.

B. Grantee is responsible for:

1. Repair and maintenance of the Artwork other than that for which Block 22 is responsible hereunder. Maintenance and/or repair for which Grantee is responsible shall be reviewed and approved by Block 22 or Grantor and shall be conducted during regular business hours and at times mutually agreed to by the Parties.

2. Naming one individual to be Block 22's contact regarding maintenance or repair issues.

C. Joint obligations of Block 22 and Grantee:

1. In the event expenses for the major repair of the Artwork are unfunded or under-funded by Grantee's governing board or grow to become excessive or unreasonable, the Parties may negotiate to fund such repairs.

2. Block 22 and Grantor agree to notify Grantee if a problem or concern arises with the condition of the Artwork.

3. Block 22 and Grantee agree to meet every five (5) years to determine the maintenance and repair activities necessary for the Artwork and to consider options for funding such maintenance and repair.

5. **Day to Day Operation of the Artwork.** Block 22 agrees to pay for the electricity and water sufficient to operate the Artwork's mechanical systems, such as decorative lighting, water vapor (fog mister), and reverse osmosis or other filtration systems and functions. Block 22 is responsible for any expenses related to the services of the Boise City Canal Company to collect water runoff from the Artwork. Grantee agrees to operate the Artwork's mechanical systems with such frequency as will ensure the mechanical systems do not fall into disrepair due to non-use or infrequent use. Grantee agrees to seasonal and timely shutting down and activation of the water systems.

6. **Grantor's Representations.** Neither Block 22 nor Grantor will make any modifications to the Artwork. Neither Block 22 nor Grantor will interfere with the appearance or artistic impression of the Artwork by placing obstructions on or in front of it, by erecting structures

EXECUTION VERSION

adjacent to, above or below the Artwork, or by undertaking other measures that would detract from enjoyment of the Artwork. If a major renovation of the building or emergency occurs as it relates to the location of the Artwork, the Artwork may be removed or repaired as agreed upon by the Parties. Block 22 agrees to provide basic maintenance for the sidewalk and surroundings.

7. Ownership of Artwork. Grantee retains ownership of the Artwork. In accordance with the Visual Artists Rights Act of 1990, the Artist retains certain legal rights to the Artwork. Block 22 and Grantee have the right to reproduce the Artwork for promotional and educational purposes. On each such reproduction, the Artist shall be acknowledged to be the creator of the original subject thereof. No party shall be liable to the other for unauthorized use of the Artwork by third parties.

8. Insurance and Indemnity. Each of Block 22 and Grantee shall carry commercial general liability insurance to provide coverage for loss or damage arising from its performance, or failure to perform, its obligations under this Agreement and, with respect to Grantee, its ownership of the Artwork. Grantee may meet this requirement with self-insurance or a combination of self-insurance and commercially purchased insurance. Such insurance will name the other party an additional insured and shall be written by reputable insurance companies, with deductible and policy limits reasonably acceptable to the other party. Upon request, each party will provide to the other an ACORD-form certificate evidencing the foregoing insurance. To the fullest extent permitted by law, each party to this Agreement agrees to indemnify, defend, and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property to the extent caused by the indemnifying party or its employee or agents while performing under this Agreement and, in the case of Grantee, arising from ownership of the Artwork. Notwithstanding anything herein to the contrary, no provision in this Agreement shall increase the liability of Grantee to any third party as capped by the Idaho Tort Claims Act (Idaho Code Sections 6-901 through 6-929) or otherwise constitute a waiver of or lessen the protection provided to Grantee under said Act.

9. Contractual Relationships and Assignment. This Agreement does not constitute either party as the agent or legal representative of the other for any purpose whatsoever. The Parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever. The Parties agree not to assign this Agreement without the prior written consent of the other.

10. Notice. Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement, must be in writing and are considered communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Grantor
Block Twenty-Two Condominiums
Association, Inc.
245 S. Capitol Blvd.
Boise, Idaho 83702
Attn: President

Grantee
City of Boise
Department of Arts & History
150 N. Capitol Boulevard
Post Office Box 500
Boise, Idaho 83701

EXECUTION VERSION

Block 22:

Block 22, LLC
251 S. Capitol Blvd.
Boise, Idaho 83702
Attn: Michael Campbell

12. Remedies. The Parties acknowledge that any breach of this Agreement will result in substantial harm to the public interest which harm is difficult or impossible to prove as actual damages in an action hereunder. The Parties agree that the prevailing party in an action for the breach of this Agreement shall be entitled to: a.) specific performance of the terms of this Agreement; b.) reasonable attorney's fees; and c.) any other remedies available at law or in equity. The rights under this Agreement are cumulative. The failure to exercise on any occasion any right will not operate to forfeit the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

13. Invalidity of Particular Provisions. Should any term, provision, condition or other portion of this Agreement or the application thereof be held to be inoperative, invalid, or unenforceable, the remainder of this Agreement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and will continue in full force and effect.

14. No Waiver. No waiver of full performance by either party will be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Public Art Easement and Maintenance Agreement effective as of 9/12, 2014.

End of Agreement

[*Signatures appear on the following pages.*]

EXECUTION VERSION

City of Boise City

David H. Bieter

David H. Bieter
Mayor

Dated: 9-16-14

ATTEST:

Lynda Lowry

Lynda Lowry
City Clerk

Dated: 9-16-14

Approved as to form and content:

[Signature]

Risk Management

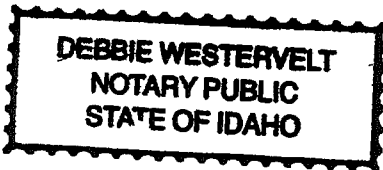
[Signature]
City Attorney's Office



STATE OF IDAHO)
) ss.
County of Ada)

On this 16th day of September 2014, before me, a Notary Public in and for said state, personally appeared David H. Bieter and ^{Lynda}~~City~~ _{Lowry} known to me to be the Mayor and ~~City~~ Clerk of Boise City, Idaho, who executed the within instrument, and acknowledged to me that Boise City executed the same.

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



Debbie Westervelt
Notary Public for Idaho
Residing at Boise
Commission Expires: 8-24-2015

EXECUTION VERSION

EXHIBIT A : a copy of the Plat (thirteen pages)

EXHIBIT B: depiction of the façade and River Sculpture

EXHIBIT C: Floor plan of tower

EXHIBIT D: Maintenance and Operations Plan

PLAT OF BLOCK TWENTY TWO CONDOMINIUMS

A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY,
PORTION OF VACATED WEST GROVE AND VACATED 8TH STREETS,
BLOCK 22, B.C.O.T., SECTION 10, T.3N, R.2E, S.M.,
BOISE, ADA COUNTY, IDAHO

1998 ELEVATION

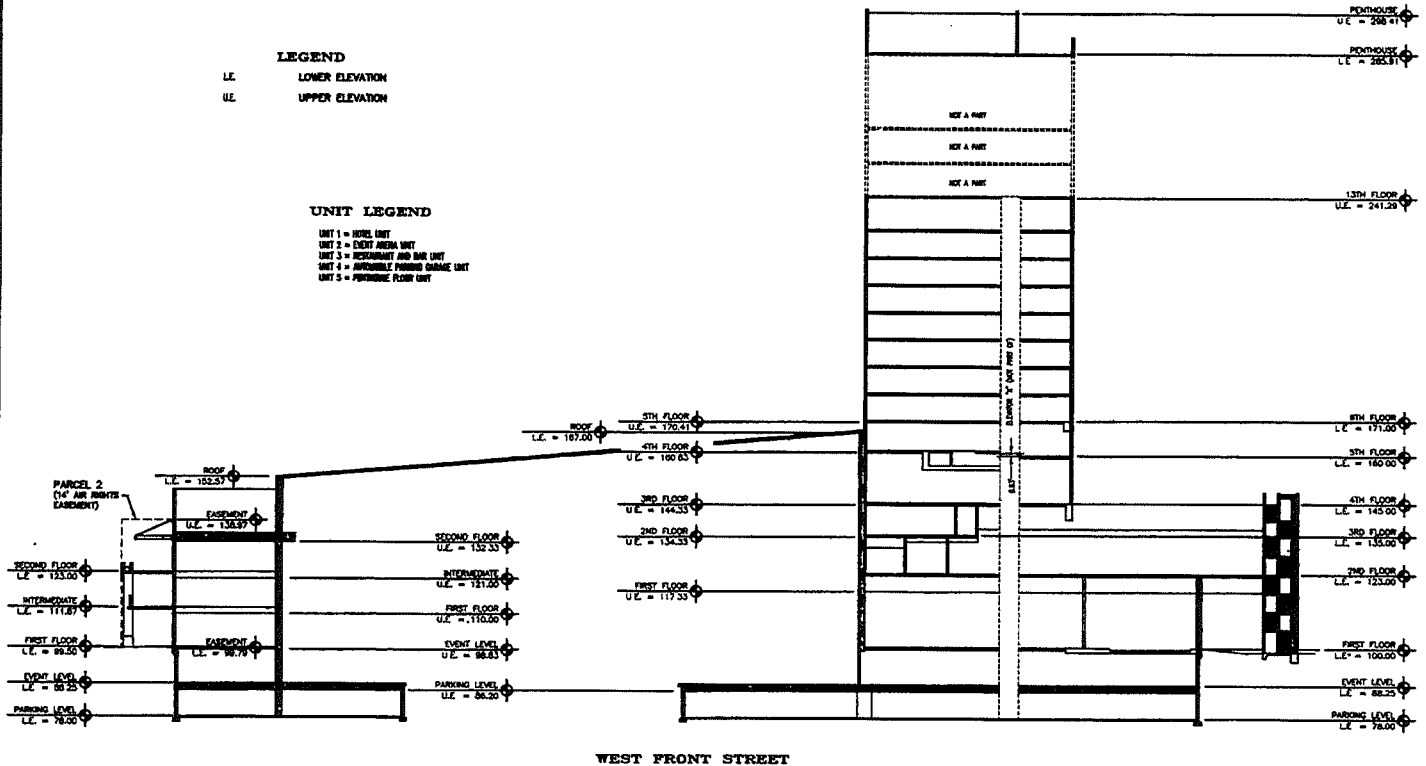


LEGEND

- LE LOWER ELEVATION
- UE UPPER ELEVATION

UNIT LEGEND

- UNIT 1 = HOTEL UNIT
- UNIT 2 = EVENT AREA UNIT
- UNIT 3 = RESTAURANT AND BAR UNIT
- UNIT 4 = APARTMENT/POWERS GARAGE UNIT
- UNIT 5 = PORCH/PAVE FLOOR UNIT



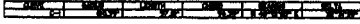
WEST FRONT STREET

TEALEY'S LAND SURVEYING
 108 E. 4th St. • BOISE, IDAHO
 208-388-0838
 Job No. 1781 SHEET 2 OF 13

6/14/97 11:00 AM 11-07-98 08:00 AM

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., E.M., BOISE, ADA COUNTY, IDAHO
 1998
PARKING LEVEL

CURVE DATA



LEGEND

UNIT 1	UNIT NUMBER
---	LIMITS OF PARCEL 1
■	COMMON AREA
▲	ELEVATOR SHAFTS

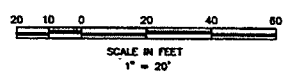


UNIT LEGEND

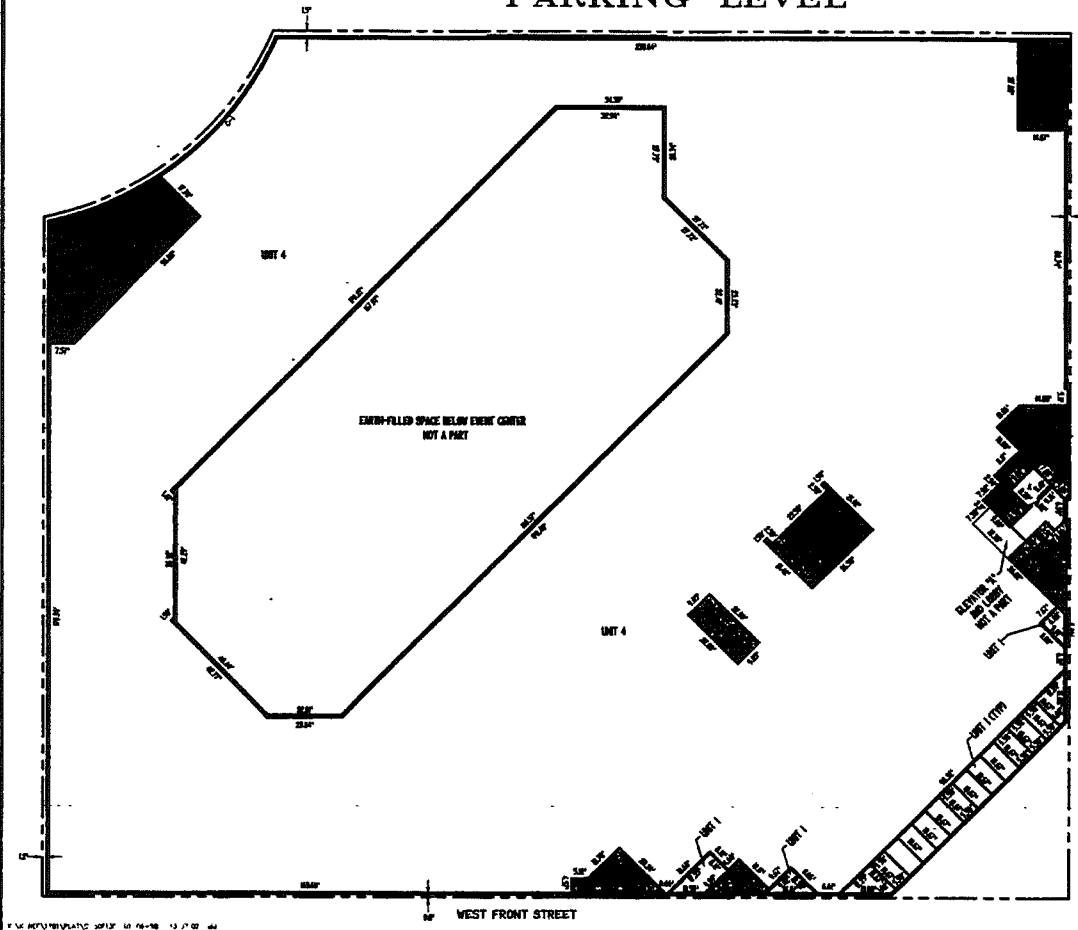
UNIT 1	HOTEL UNIT
UNIT 2	EVENT AREA UNIT
UNIT 3	RESTAURANT AND BAR UNIT
UNIT 4	ADJOINING PARKING GARAGE UNIT
UNIT 5	PERFORMING FLOOR UNIT

NORTH CAPITOL BOULEVARD

FINISHED FLOOR ELEVATION = 78.00



TEALEY'S LAND SURVEYING
 108 S. 4th ST. BOISE, IDAHO 83720
 208-388-8838
 Job No. 1781 Sheet 3 of 15



PLAT FOR BLOCK TWENTY TWO CONDOMINIUMS

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 6TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 1998
EVENT LEVEL

CURVE DATA

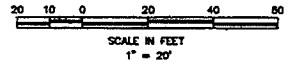
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100.00	100.00	90.00	100.00	100.00	90.00	100.00	100.00	90.00

- LEGEND**
- UNIT 1 UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - ELEVATOR SHAFTS

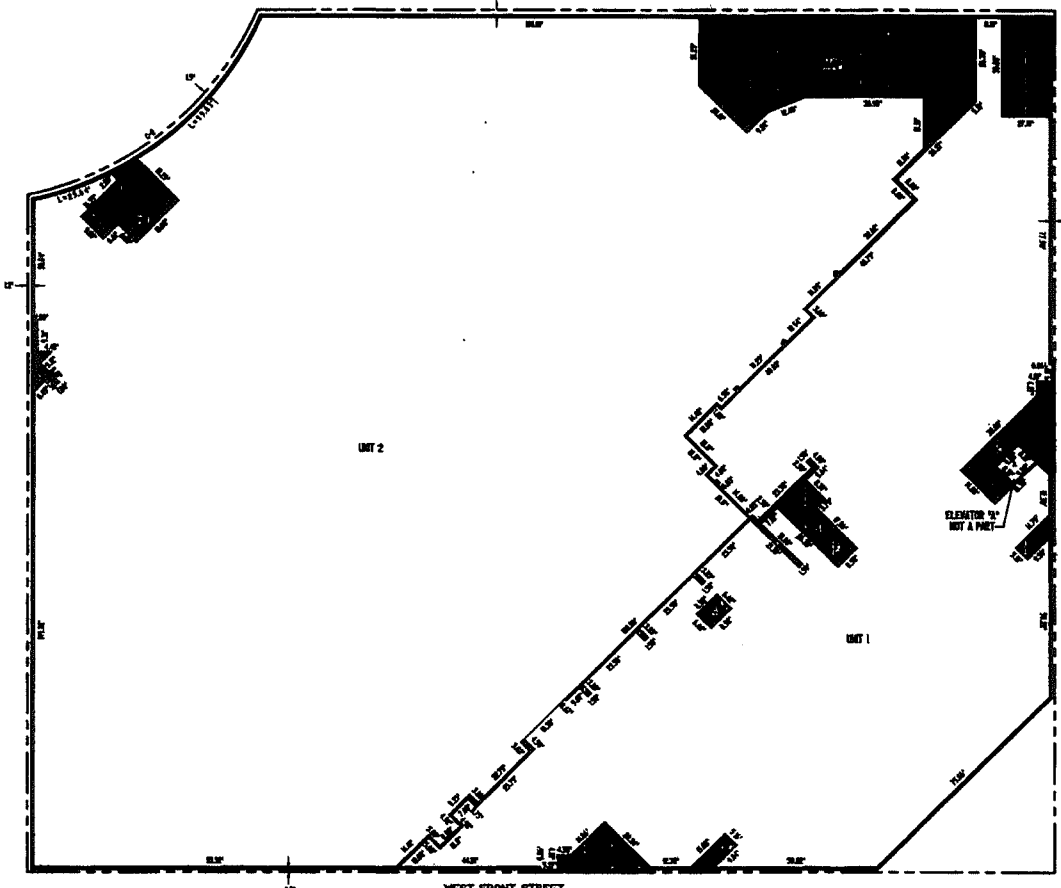


- UNIT LEGEND**
- UNIT 1 - HOTEL UNIT
 - UNIT 2 - FOOD AREA UNIT
 - UNIT 3 - RESTROOM AND BAR UNIT
 - UNIT 4 - AUTOMOBILE PARKING CHARGE UNIT
 - UNIT 5 - PERMITS FLOOR UNIT

FINISHED FLOOR ELEVATION = 68.25



TEALEY'S LAND SURVEYING
 100 S. 4th ST. BOISE, IDAHO
 202-389-6028
 Job No. 1781 Sheet 4 of 13



3/1/98 11:48:58 13.24 21 1M

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N, R.2E, B.M., BOISE, ADA COUNTY, IDAHO
 1998

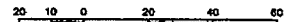
FIRST FLOOR

- LEGEND**
- UNIT OR UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - LIMITED COMMON AREA
 - ELEVATOR SHAFTS



- UNIT LEGEND**
- UNIT 1 = HOTEL UNIT
 - UNIT 2 = EVENT AREA UNIT
 - UNIT 3 = RESTAURANT AND BAR UNIT
 - UNIT 4 = PARKABLE PUBLIC GARAGE UNIT
 - UNIT 5 = PORCH/PAVE FLOOR UNIT

FINISHED FLOOR ELEVATION = 100.00

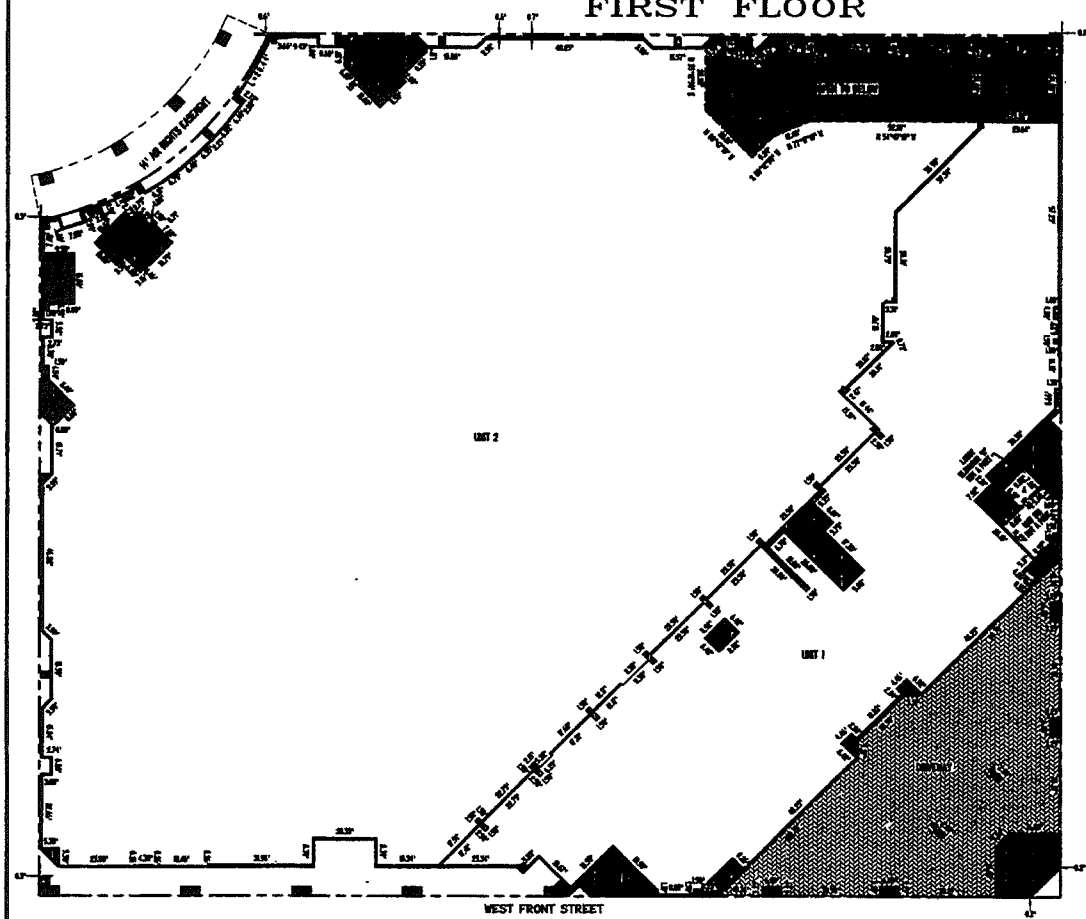


SCALE IN FEET
1" = 20'

TEALEY'S LAND SURVEYING

109 S. 4th ST. BOISE, IDAHO 208-388-9838

Job No. 1781 Sheet 5 of 13



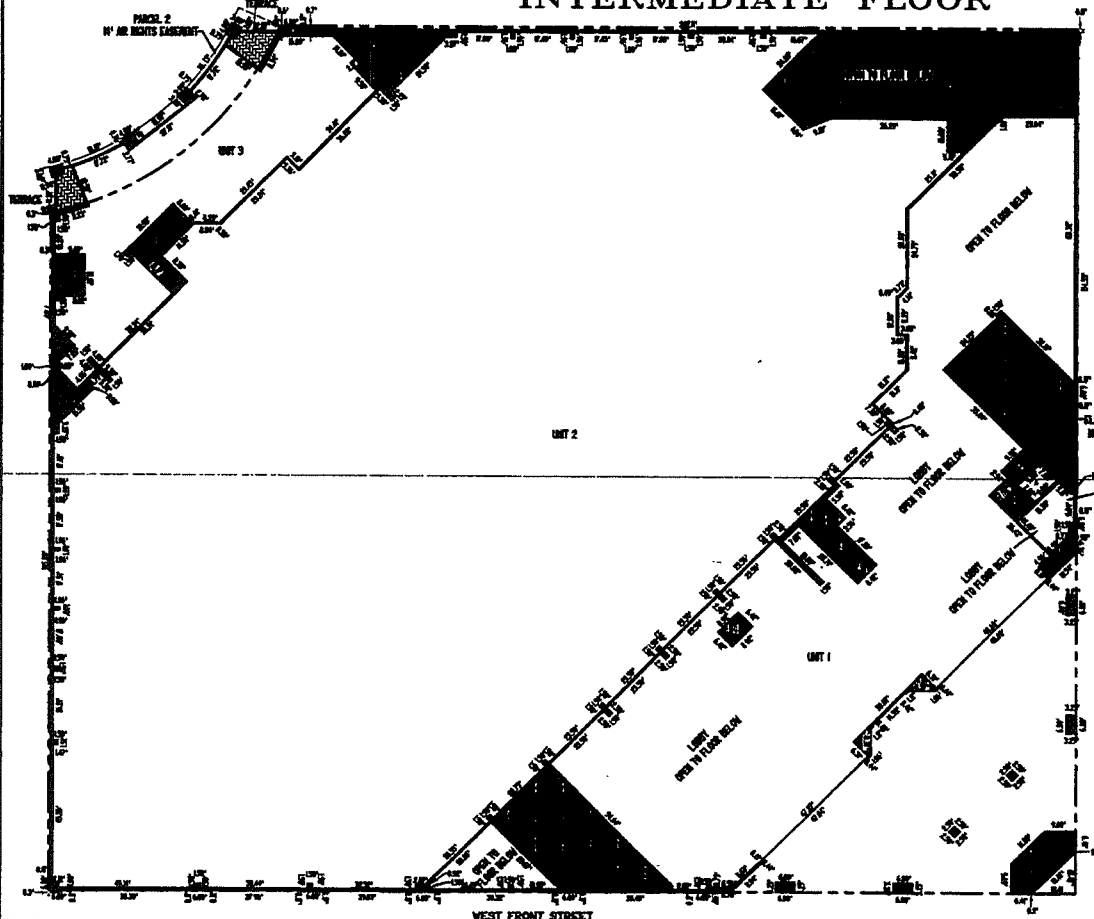
PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
B.C.O.T., SECTION 10, T.3N., R.2E., S.8M., BOISE, ADA COUNTY, IDAHO
1998

INTERMEDIATE FLOOR

- LEGEND**
- UNIT 1 UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - ▨ LIMITED COMMON AREA
 - ELEVATOR SHAFTS
 - - - EASEMENT LINE



- UNIT LEGEND**
- UNIT 1 = HOTEL UNIT
 - UNIT 2 = EVENT AREA UNIT
 - UNIT 3 = RECREATION AND SPA UNIT
 - UNIT 4 = APARTMENT PARKING GARAGE UNIT
 - UNIT 5 = PERENNIAL PLANT UNIT



TEALEY'S LAND SURVEYING
100 S. 4th ST. BOISE, IDAHO
200-380-8838

Job No. 1781 Sheet 6 of 13

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 1998

SECOND FLOOR

LEGEND

- | | |
|--------|---------------------|
| UNIT 1 | UNIT NUMBER |
| --- | LIMITS OF PARCEL 1 |
| ■ | COMMON AREA |
| ▨ | LIMITED COMMON AREA |
| ⋮ | ELEVATOR SHAFTS |
| --- | EASEMENT LINE |



UNIT LEGEND

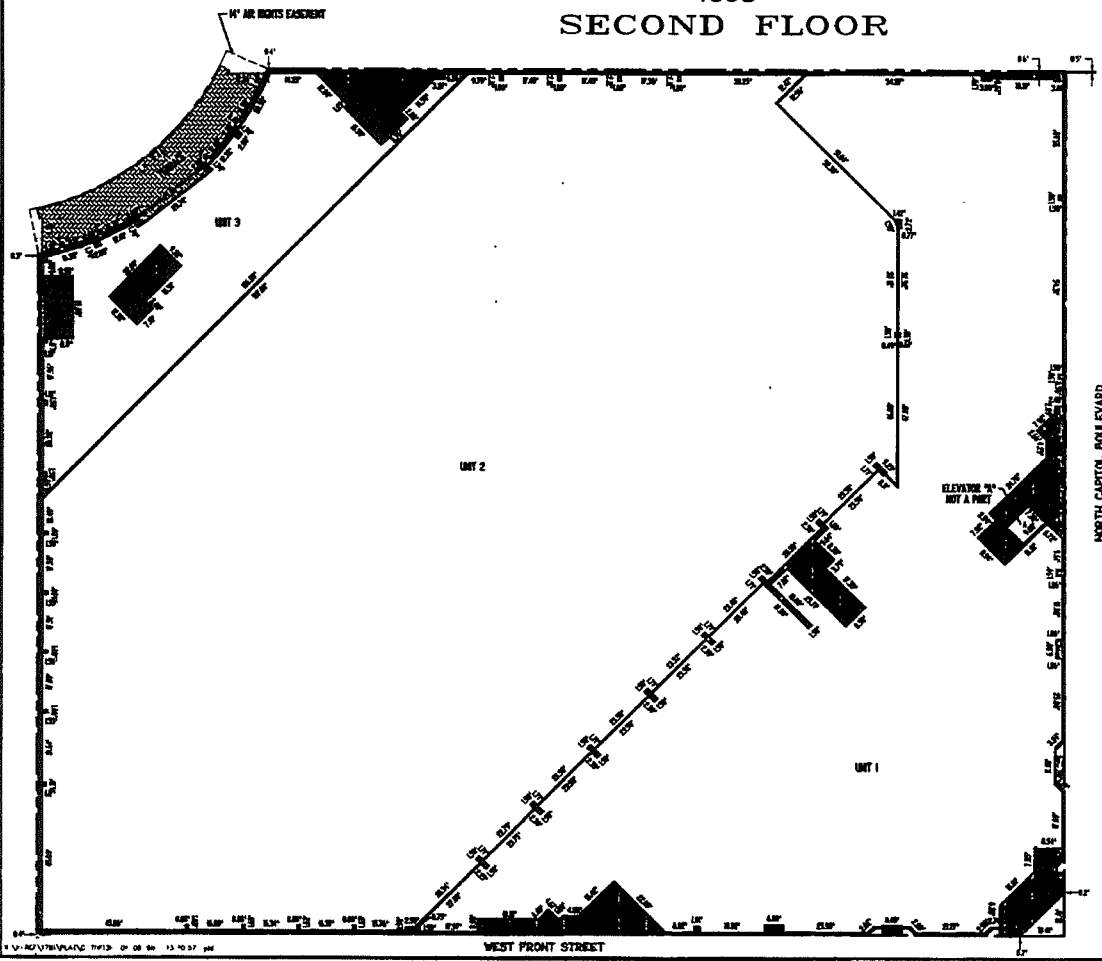
- UNIT 1 = HOTEL UNIT
- UNIT 2 = EVENT AREA UNIT
- UNIT 3 = SCHEDULED AND GYM UNIT
- UNIT 4 = AVAILABLE PARKING GARAGE UNIT
- UNIT 5 = PERENNIAL FLOOR UNIT

FINISHED FLOOR ELEVATION = 123.00



TEALEY'S LAND SURVEYING

108 S. 4th ST. • 200-388-0638 • BOISE, IDAHO
 Job No. 1781 Sheet 7 of 13



11/17/2017 10:12:00 AM 13-10-17

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., E.M., BOISE, ADA COUNTY, IDAHO
 1998
THIRD FLOOR

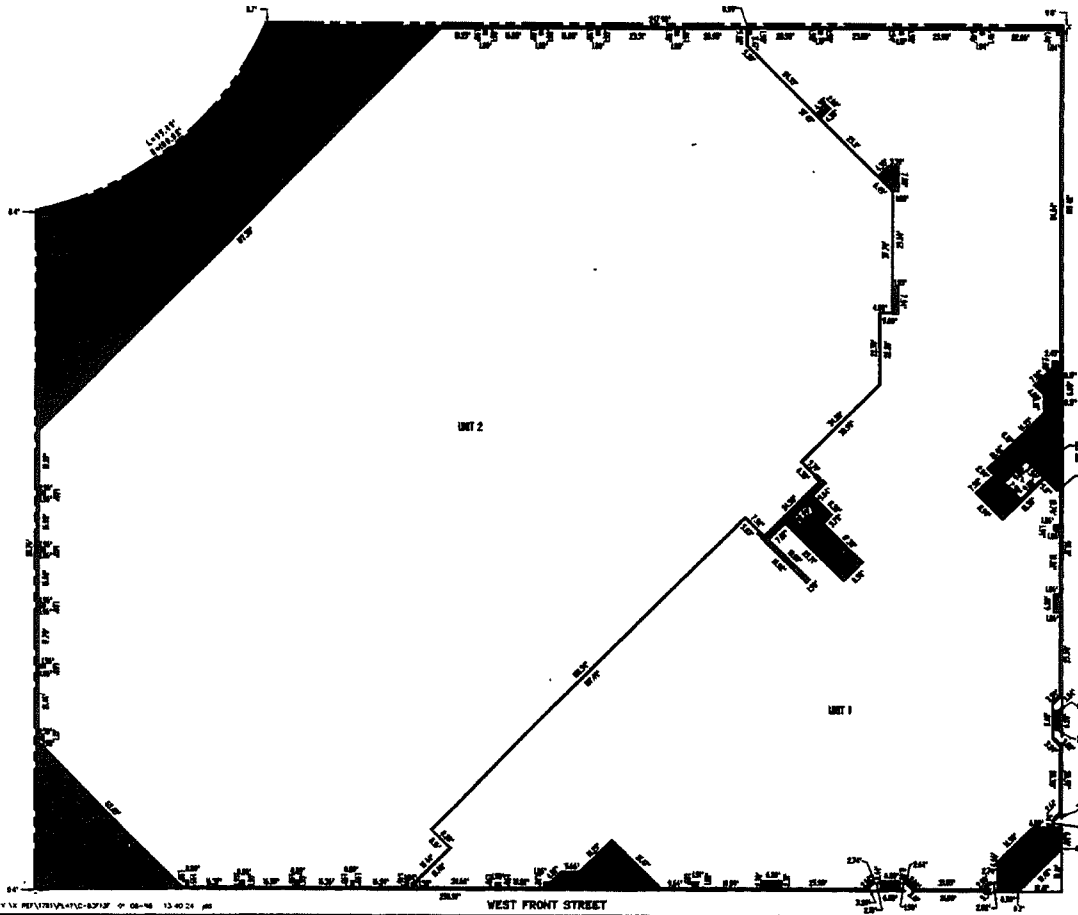
LEGEND

UNIT 1	UNIT NUMBER
---	LIMITS OF PARCEL 1
■	COMMON AREA
A.A.C.S.L./	ELEVATOR SHAFTS



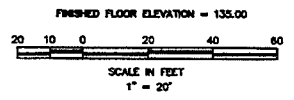
UNIT LEGEND

UNIT 1	= HOTEL UNIT
UNIT 2	= EVENT AREA UNIT
UNIT 3	= RESTAURANT AND BAR UNIT
UNIT 4	= ACCESSIBLE PARKING GARAGE UNIT
UNIT 5	= TERRAZZO FLOOR UNIT



NORTH CAPITOL BOULEVARD

ELEVATOR A
 BUT A PART



TRALEY'S LAND SURVEYING
 100 S. 4th ST. BOISE, IDAHO 83720
 200-388-6838
 Job No. 1781 Sheet 8 of 13

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., E.M., BOISE, ADA COUNTY, IDAHO

1998
4TH FLOOR

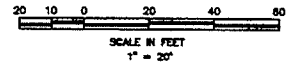
- LEGEND**
- UNIT 1 UNIT NUMBER
 - LIMITS OF PARCEL 1
 - COMMON AREA
 - LIMITED COMMON AREA
 - ELEVATOR SHAFTS



UNIT LEGEND

- UNIT 1 = PANEL UNIT
- UNIT 2 = EXERCISE AREA UNIT
- UNIT 3 = RESTROOM AND BATH UNIT
- UNIT 4 = AUTOMOBILE PARKING GARAGE UNIT
- UNIT 5 = PERIMETER FLOOR UNIT

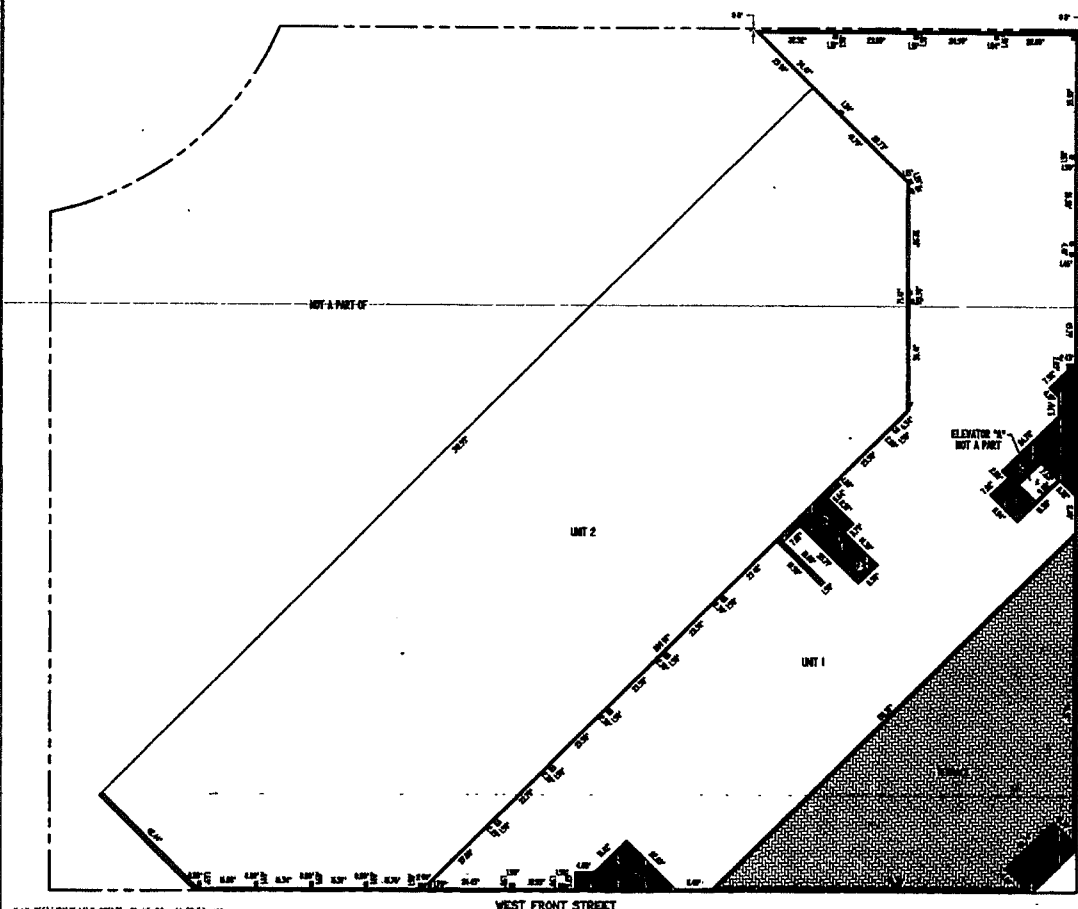
FINISHED FLOOR ELEVATION = 145.00



TEALEY'S LAND SURVEYING

108 S. 4th ST. BOISE, IDAHO 350-388-0838

Job No. 1781 Sheet 9 of 13



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SK 75 19 7558

PLAT FOR BLOCK TWENTY TWO CONDOMINIUMS

A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO

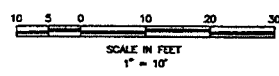
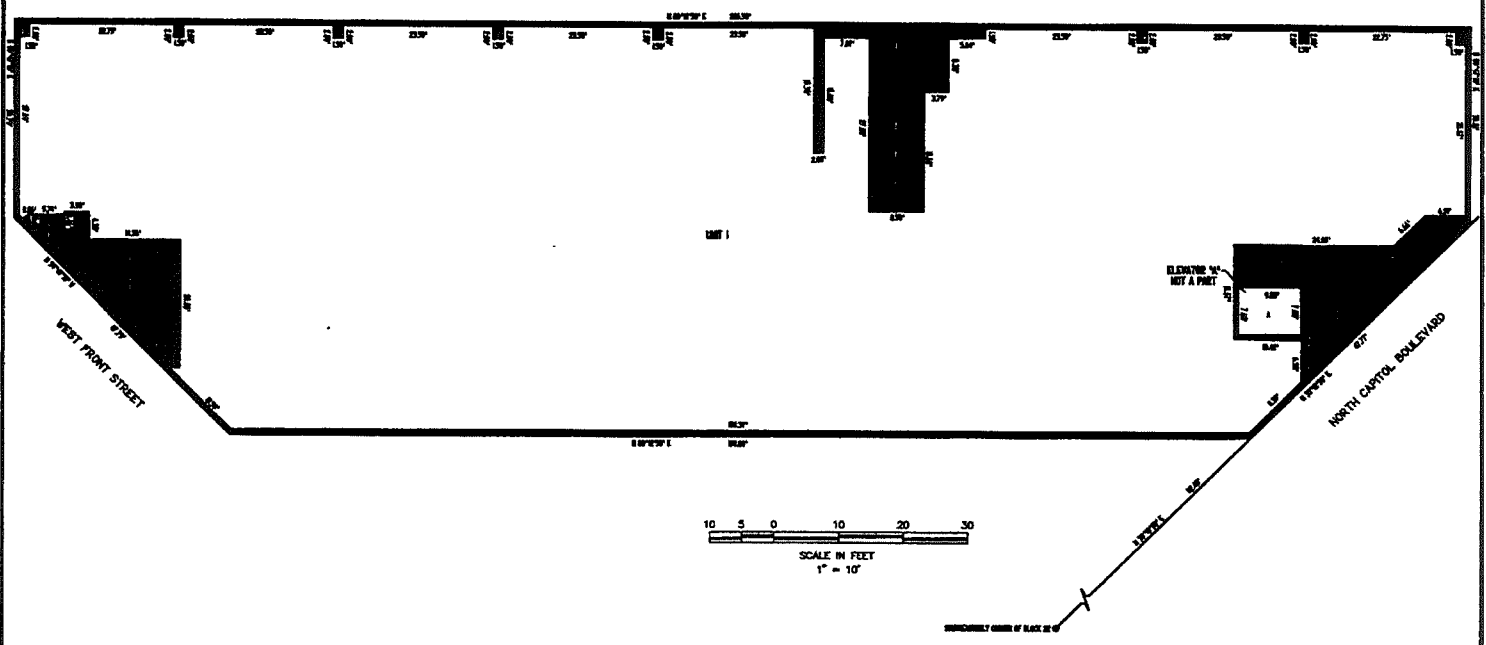
1998 5th FLOOR

UNIT LEGEND

- UNIT 1 - MODEL UNIT
- UNIT 2 - FRONT AREA UNIT
- UNIT 3 - REARWING AND GAR UNIT
- UNIT 4 - APPROXIMATE PARKING GARAGE UNIT
- UNIT 5 - PERIMETRIC FLOOR UNIT

LEGEND

- UNIT 1
- UNIT NUMBER
- LIMITS OF PARCEL 1
- COMMON AREA
- ELEVATOR SHAFTS



TEALEY'S LAND SURVEYING

100 S. 4th ST. • 200-300-0030 • BOISE, IDAHO

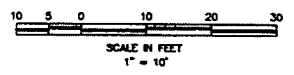
Job No. 1781 Sheet 10 of 13

13-11-88/V178/PLAT/020113 01-02-98 09:44:58 JH

PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 1998
6TH THRU 13TH FLOOR

UNIT LEGEND
 UNIT 1 = HOTEL UNIT
 UNIT 2 = EVENT AREA UNIT
 UNIT 3 = RESTAURANT AND BAR UNIT
 UNIT 4 = IRREVERSIBLE PARKING GARAGE UNIT
 UNIT 5 = PERFORMANCE FLOOR UNIT

LEGEND
 UNIT 1
 UNIT NUMBER
 LIMITS OF PARCEL 1
 COMMON AREA
 ELEVATOR SHAFTS



TEALEY'S LAND SURVEYING
 100 S. 4th ST. BOISE, IDAHO 83725
 206-388-8838
 Job No. 1781 Sheet 11 of 13

3874 - 7942

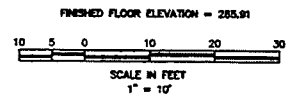
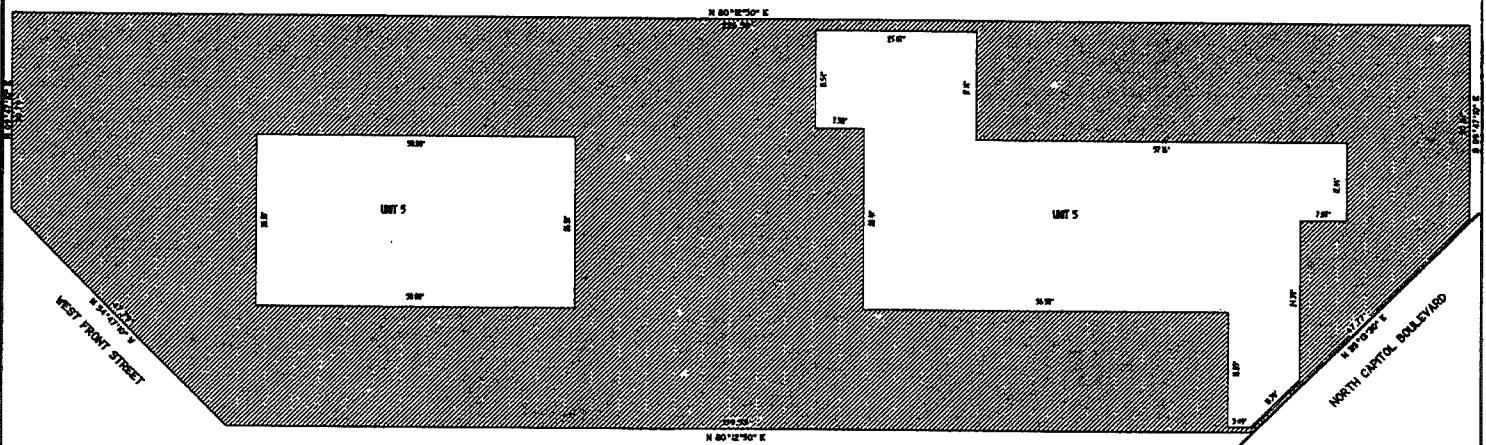
PLAT FOR
BLOCK TWENTY TWO CONDOMINIUMS
 A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY, PORTION OF VACATED WEST GROVE AND 8TH STREETS, BLOCK 22,
 B.C.O.T., SECTION 10, T.3N., R.2E., E.M., BOISE, ADA COUNTY, IDAHO
 1998
PENTHOUSE LEVEL

UNIT LEGEND

- UNIT 1 - HOTEL UNIT
- UNIT 2 - EVENT AREA UNIT
- UNIT 3 - RESTROOM AND SAN UNIT
- UNIT 4 - AUTOMOBILE STORAGE UNIT
- UNIT 5 - RESIDENCE FLOOR UNIT

LEGEND

- UNIT 5 UNIT NUMBER
- LIMITS OF PARCEL 1
- COMMON AREA



TEALEY'S LAND SURVEYING
 100 S. 4th ST. BOISE, IDAHO
 208-388-0838
 Job No. 1781 Sheet 12 of 13

PLAT OF
BLOCK TWENTY TWO CONDOMINIUMS

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS THAT BLOCK 22 LLC, AN IDAHO LIMITED LIABILITY COMPANY DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO CREATE A PROJECT INCLUDING SAID REAL PROPERTY IN THIS CONDOMINIUM PLAT. THE OWNERS ALSO HEREBY CERTIFY THAT THEY CONSENT TO THE RECORDATION OF DOCUMENTS PURSUANT TO CHAPTER 13, TITLE 55 OF THE IDAHO CODE.

PARCEL 1:

A PARCEL OF LAND BEING PORTIONS OF LOTS 8 AND 7, ALL OF LOTS 1 THRU 4 AND 8 THRU 10, A PORTION OF THE VACANT LOTS AND PORTIONS OF THE VACANT LOTS AND PORTIONS OF LOTS 11 TO 15 OF THE BONE CITY ORIGINAL SUBDIVISION, BEING ADA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS AT PAGE 1 HEREIN IN SECTION 13, TITLE 55, IDAHO CODE. SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING ALONG THE SOUTHWESTERLY BOUNDARY OF THE SAID BLOCK 22...

PARCEL 2: (SEE RIGHTS AGREEMENT)

A PARCEL OF LAND BEING IN THE NE 1/4 OF SECTION 10, T24N, R2E, S4E, B4E, BONE ADA COUNTY, IDAHO, BEING A PORTION OF VACANT BONE STRIP TRACT, BEING A PORTION OF LOT 7 OF BLOCK 22 OF THE BONE CITY ORIGINAL SUBDIVISION, BEING ADA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS AT PAGE 1 HEREIN IN SECTION 13, TITLE 55, IDAHO CODE. SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING ALONG THE SOUTHWESTERLY BOUNDARY OF THE SAID BLOCK 22...

THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DEDICATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE BUILT WITHIN THE LIMITS OF SAID EASEMENTS. ALL OF THE LIMITS WILL BE ELIGIBLE TO RECEIVE WATER SERVICES FROM UNITED WATER BOARD AND THAT UNITED WATER BOARD HAS AGREED IN WRITING TO SERVICE ALL OF THE LIMITS IN THIS CONDOMINIUM.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 26th DAY OF September 1999

ACKNOWLEDGMENT

STATE OF IDAHO } ss
COUNTY OF ADA }
ON THIS 26th DAY OF September 1999, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, CHARLES E. MONEY, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS AUTHORIZED AGENT OF S-SEVENTEEN LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP, WHICH IS A MEMBER OF BLOCK 22 LLC, AN IDAHO LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS SUCH AUTHORIZED AGENT OF S-SEVENTEEN LIMITED PARTNERSHIP AS A MEMBER OF BLOCK 22 LLC.



CERTIFICATE OF SURVEYOR

I, PATRICK A. TRALEY, L.S., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF BLOCK TWENTY TWO CONDOMINIUMS AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POWER PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS, CONDOMINIUMS AND THE CORNER PERMUTATION AND PLING ACT.



Patrick A. Traley
PATRICK A. TRALEY, L.S. NO. 4347

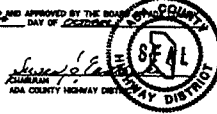
APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK IN AND FOR BONE CITY, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT THIS REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 11th DAY OF September 1999, AT THE CITY CLERK'S OFFICE, THE PLAT OF BLOCK TWENTY TWO CONDOMINIUMS WAS DULY ACCEPTED AND APPROVED.

City Clerk
CITY CLERK 11/9/99

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING CONDOMINIUM WAS ACCEPTED AND APPROVED BY THE BONE CITY HIGHWAY DISTRICT COMMISSIONERS ON THE 11th DAY OF September 1999.



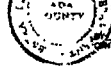
CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS AND CONDOMINIUMS.



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

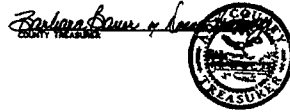
SANITARY RESTRICTIONS OF THE CONDOMINIUMS HAVE BEEN REVIEWED ACCORDING TO THE LETTERS TO BE READ ON FILE WITH THE COUNTY RECORDER ON HIS AGENT LISTING THE CONDITIONS OF APPROVAL.



Barbara Bower
CENTRAL DISTRICT HEALTH DEPARTMENT 10/6/99

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-500, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED CONDOMINIUM HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



APPROVAL OF CITY ENGINEER

I, CHARLES E. MONEY, P.E., CITY ENGINEER IN AND FOR BONE CITY, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT OF BLOCK TWENTY TWO CONDOMINIUMS.



COUNTY RECORDERS CERTIFICATE

INSTRUMENT NO. 15015002
STATE OF IDAHO)
COUNTY OF ADA)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF *Patrick A. Traley* AT THE BONE CITY CLERK'S OFFICE ON THE 26th DAY OF September 1999, IN THE CITY CLERK'S OFFICE AND WAS DULY RECORDED IN BOOK 75 OF PLATS AT PAGES 7829 AND 7841.

William
COUNTY RECORDER

EXHIBIT B

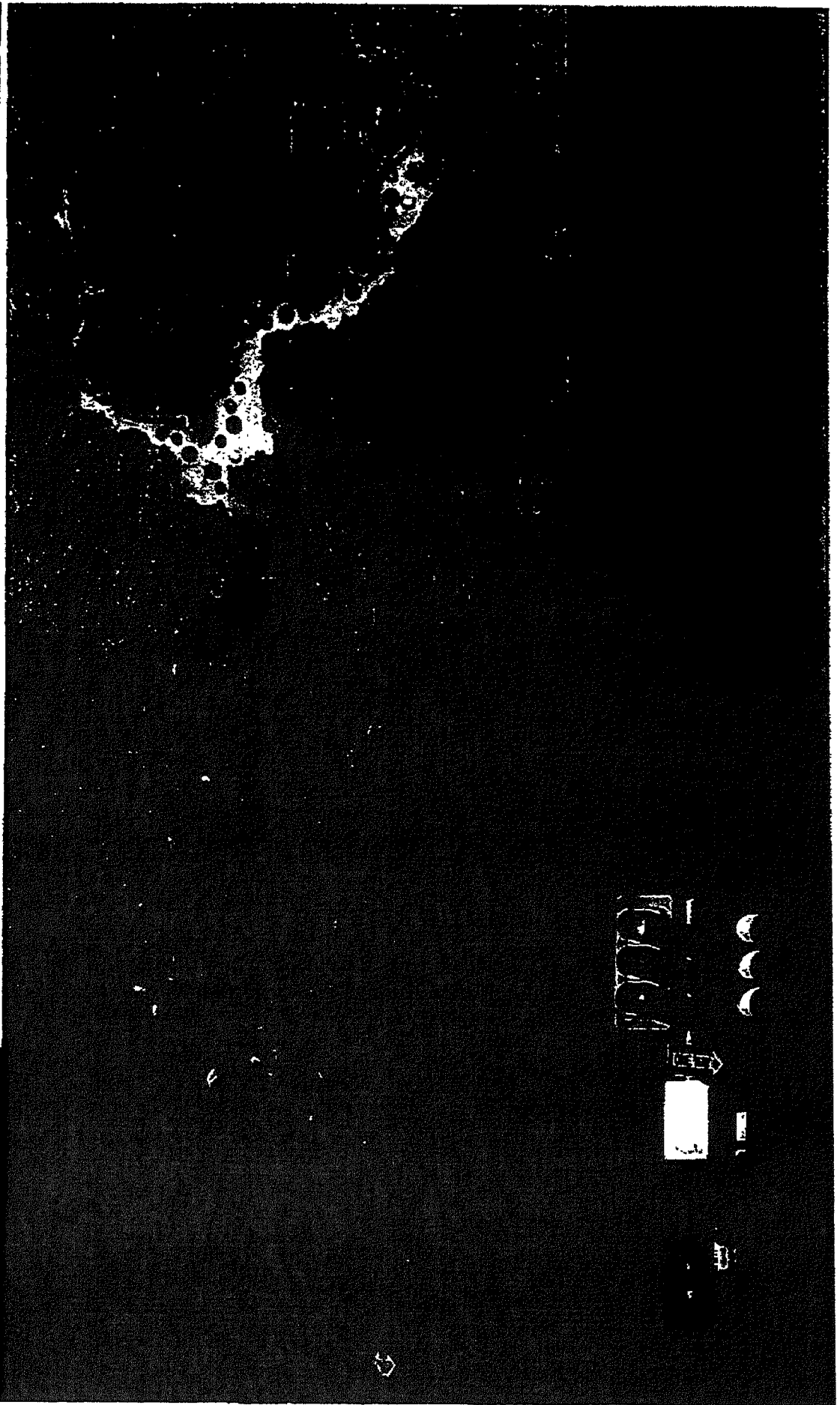
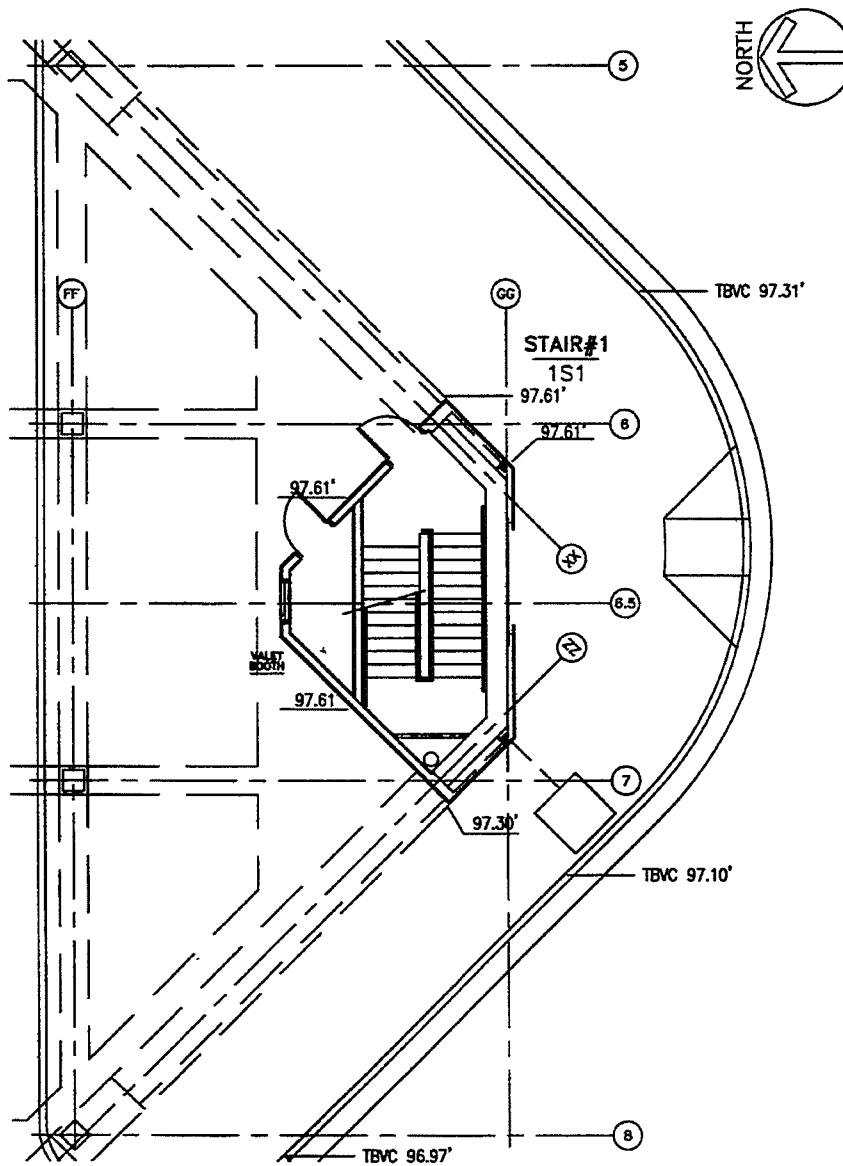


EXHIBIT C



1 GROUND LEVEL PLAN
SCALE: 1/8" = 1'-0"

Exhibit D

River Sculpture Maintenance Obligations

The ongoing operations of the Artwork, including any maintenance that would be considered *Preventative, Corrective or Emergency* as defined below, will be in conformance with the Artist's maintenance and operations plan, of which Block 22 and Grantee have a copy of, and as further specified in the following definitions. Once the final renovation is complete with new materials and specifications, a revised operations manual will be drafted and distributed to the Parties. Such revised operations manual may be amended from time to time, as necessary and without the need to be recorded, by mutual written agreement of the Parties.

Grantee's Maintenance Responsibilities

The Grantee will be responsible for the overall condition of the materials, operation of mechanical parts, and aesthetics of the Artwork. The Grantee will be responsible for all contact with the Artist and contractors as it applies to the direct repairs of the Artwork. The Grantee is also responsible for the following:

- **Materials/Mechanics**
 1. Granite: All impregnators/ sealants, grouts, caulking, attachment hardware or replacement stones, and all vandalism repairs.
 2. Misting Water System: Replacement or repair of lines, nozzles, pumps, drainage and winterizing, and all vandalism repairs.
 3. Drainage: All lines and mechanics as they pertain to proper drainage of the Artwork's water system.
 4. Lighting: Replacement and/or repair of all lighting and electrical connections, and all vandalism repairs.
 5. Background Surface: Replacement of any part or component as it pertains to the background materials, grouts, adhesives or connections. Cleaning with solvents or chemicals. Use of sealants or graffiti removal and/or other vandalism repairs.
 6. Glass spheres or "gems": Glass cleaning, brackets and attachment points and all vandalism repairs.
- **Condition Assessment:**

Routine inspection, documentation and quarterly reporting to Block 22 of any circumstances that might inhibit the quality of the Artwork.
- **Preventative Maintenance**

Provide care to prevent or delay material failure which may occur naturally with time or under stress from natural elements. Preventative procedures will be repeated as needed to minimize reoccurrences of decay.
- **Corrective Maintenance**

Arrange or perform work necessary to bring the Artwork back to a satisfactory level of aesthetics and/or function.

- **Emergency Maintenance**
Initiate or perform any immediately necessary work to stop continued deterioration of the Artwork, theft of the Artwork's components, or to address public health, safety, or security concerns relating to the Artwork.
- **Conservation/ Preservation:**
Provide restoration of the Artwork to bring the aesthetics to a satisfactory level. These procedures may require the expertise of a trained conservator, architect or specific material specialist. The Artist may be involved if the materials need to be altered or replaced, or if changes to the appearance of the Artwork are needed.

Block 22's Maintenance Responsibilities

Block 22 will be responsible for the general care and cleanliness of the common grounds and hotel property surrounding the Artwork. The overall appearance of the hotel is important and is a direct result of the cleanliness and condition of the Artwork. The appearance of neglect, such as excessive sidewalk debris, weeds or trash, will be removed by the Grantor. Block 22 is also responsible for the following:

- **Condition Assessment:** Block 22 will conduct a general inspection of the Artwork and surrounding areas and provide written notification to Grantee of any preventative, corrective or emergency needs.
- **Preventative Maintenance:** Continued maintenance to facilities and common ground surrounding the Artwork, including sidewalks, retaining walls and other infrastructure. Surface treatments such as trash and debris removal from crevasses and recessed surfaces of the Artwork; removal of dust and dirt from the Artwork; removal of signs, banners or other obstructions of the Artwork; removal of snow and/or ice in areas adjacent to the Artwork; allowing pump room accessibility. All surface treatments must be non-chemical, non-abrasive and not change the appearance of the Artwork in anyway unless agreed to in writing by Artist and Grantee. Provide water and/or electricity services for Grantee or its agents.
- **Corrective and Emergency Maintenance:** The Grantee will supervise and manage all repairs and maintenance with notification and approval of Block 22.

When Recorded Return To:
Givens Pursley LLP
601 W. Bannock St.
Boise, Idaho 83701
Attn. Kimberly D. Maloney

ADA COUNTY RECORDER Christopher D Rich
BOISE IDAHO Pgs=48 NIKOLA OLSON
GIVENS PURSLEY

2015-022569
03/20/2015 04:49 PM
AMOUNT:\$151.00



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of the 11th day of March, 2015, by and between **Block 22 LLC**, an Idaho limited liability company ("Block 22"), **Block Twenty-Two Condominiums Association, Inc.**, an Idaho non-profit corporation, and the management body of Block Twenty-Two Condominiums (the "Association"), and the **Greater Boise Auditorium District**, a governmental subdivision of the State of Idaho, and a body corporate with all of the powers of a public or quasi-municipal corporation (the "District").

RECITALS

A. Block 22 is the owner of the Event Arena Unit, the Hotel Unit, and the Restaurant and Bar Unit, all as described and defined in that certain Condominium Declaration for Block Twenty-Two Condominiums, dated February 19, 1998 and recorded February 20, 1998 as Instrument No. 98015004, Official Records of Ada County, Idaho, as amended by that certain First Amendment to Condominium Declaration for Block Twenty-Two Condominiums dated September 27, 1999 and recorded November 4, 1999 as Instrument No. 99107973 (and as the same may hereafter be amended, modified or supplemented, the "Declaration") and as further described and defined in the Plat of Block Twenty-Two Condominiums recorded in Book 75 of plats at pages 7829 through 7841, inclusive, as Instrument No. 98015003, Official Records of Ada County, Idaho (the "Plat").

B. Block 22 is the named beneficiary of that certain Air and Ground Rights Easement (hereinafter the “CCDC Easement”), dated November 18, 1996, by and between the Urban Renewal Agency of Boise, also known as Capital City Development Corporation (“CCDC”, the grantor therein) and Block 22 (the beneficiary therein), recorded as Instrument No. 96100243, Official Records of Ada County, Idaho. A true and complete copy of said CCDC Easement is attached hereto as **Exhibit A**.

C. The easement created by the CCDC Easement is platted as Parcel 2 of the Plat.

D. Block 22 constructed and maintains certain improvements upon and within the CCDC Easement, which are physically attached to and constitute Limited Common Area for the Restaurant and Bar Unit, including an open air terrace with an overhanging roof, as specifically described and depicted in the exhibit pages to the CCDC Easement and on Sheets 1 and 2 of the Plat (attached hereto as **Exhibit A-1** and incorporated herein by this reference). Said descriptions are incorporated herein by this reference. The floor of the Terrace is shown and described as “Club Dining Terrace” on the Exhibit to the CCDC Easement, at elevation +23’-0”, and is shown as “Second Floor L.E. = 123.00” on Sheet 2 of the Plat. Said Club Dining Terrace, as specifically described, is hereinafter referred to as “the Terrace.” The Terrace is an important amenity of the Restaurant and Bar Unit.

E. The District owns the convention and meeting facilities located on the real property described in **Exhibit B** attached hereto (the “Boise Centre”), which are adjacent to and across vacated North Eighth Street from the Event Arena Unit and Restaurant and Bar Unit. The District intends to substantially expand the District’s convention and meeting facilities into new buildings (the “Expansion Facilities”) to be constructed on the property described in **Exhibit C**

attached hereto, located adjacent to the north of the Block 22 Event Arena Unit and Restaurant and Bar Unit.

F. The District desires to build an enclosed concourse on, over and across the entirety of the Terrace, to connect and provide a pedestrian passageway between the existing Boise Centre facilities and the Expansion Facilities (“Convention Passageway”). The site plan for the Convention Passageway, and its connection to the Boise Centre, the Expansion Facilities, the Restaurant and Bar Unit and to the Hotel Unit is shown on the “Passageway Depiction” attached hereto as **Exhibit D**.

G. In partial consideration for the replacement of the Terrace amenities with the Convention Passageway, Block 22 desires (i) that the District construct a covered pedestrian skywalk adjacent to the Hotel Unit as a passageway to connect the Hotel Unit to the Convention Passageway as depicted on the attached **Exhibit D** as the Cross hatched Block 22 Area and (ii) that Block 22, the Association and their employees, guests, and invitees have the right of ingress and egress from the Hotel Unit to the Convention Passageway via the Hotel Unit Access and the right of egress and ingress from the Restaurant and Bar Unit to the Convention Passageway.

H. The easements provided herein will provide material benefit to Block 22, the Association and the District. The use of the easements shall be subject to the terms and provisions of this Easement Agreement.

AGREEMENT

NOW, THEREFORE, Block 22, the Association and the District do hereby covenant and agree as follows:

1. TERRACE EASEMENT.

1.1 ***Grant of Easement.*** For good and valuable consideration received, Block 22 and the Association do hereby declare, grant, create and establish for the benefit and

use of the District, and any successor thereto, and subject to the terms of the CCDC Easement, a perpetual exclusive easement on, over and across the Terrace (the "Terrace Easement"), for purposes of constructing and maintaining an enclosed pedestrian concourse thereon for use by the District and its employees, guests and invitees, such easement to include the following:

(a) The right to modify or remove existing improvements, including but not limited to existing doors providing access to and from the Terrace to the adjacent Restaurant and Bar Unit, the existing canopy, the existing planter structure, and the existing floor and wall surfaces;

(b) The right to construct on and over the Terrace new walls and a roof and other concourse improvements, to be connected to the existing Terrace structure and to the adjacent exterior wall of the Restaurant and Bar Unit;

(c) The right to extend the Terrace and connect by sky bridge to be constructed (over easements and air rights to be granted) to the existing Boise Centre facilities, and to the new Expansion Facilities; and to the Hotel Unit, all as depicted on **Exhibit D**.

(d) The right to maintain exclusive control and security of the Terrace.

The dimensions of the Terrace Easement shall be generally as described in RECITAL "D" hereinabove, with the height (or top) of the easement limited to the height of the structure shown in the plans to be approved by Block 22 and the Association pursuant to Section 1.5 of this Agreement. The Terrace Easement shall not be enlarged beyond the structure depicted in the approved plans without the prior written consent of Block 22 and the Association, which may be withheld in their sole discretion.

1.2 Structural Support. Block 22 and the Association do hereby covenant and agree that they will, at all times, maintain the columns, footings and foundations, and all other structures that support the Terrace, so that the Terrace and improvements thereon and thereto may be maintained by the District as a safe pedestrian passageway for the District's employees, guests and invitees. To the extent additional structural support is determined to be required for the Terrace and the improvements to be constructed and maintained thereon, such additional structural support shall be provided solely at the expense of the District, and Block 22 and the Association shall have no obligation to provide the same, nor any obligation to maintain the same whatsoever. The obligation to obtain required engineering and permits for the improvements to be constructed on and over the Terrace by the District and to determine the adequacy of existing structural elements shall be solely the District's obligation. The creation and conveyance of the easement herein provided, by Block 22, is strictly and solely on a "where is, as is" basis, without warranty.

1.3 No Disturbance. The District does hereby covenant and agree that in exercising the rights granted under and through this Agreement to the District, the District will take all reasonable precautions to avoid disturbance to the Restaurant and Bar Unit, as well as any and all other improvements and uses existing within the CCDC Easement. Nonetheless, it is acknowledged and agreed by Block 22 and the Association that some disturbance, including, but not limited to, ambient dust and ambient noise is inevitable and unavoidable in the course of construction of the Convention Passageway. Further, Block 22 and the Association acknowledge and accept that anticipated future use of the Convention Passageway for its intended purposes will result, from time to time, in high noise levels emanating from the users and use of the Convention Passageway.

1.4 Insurance and Indemnification.

(a) **Insurance.** Each party shall carry commercial general liability insurance with respect to its use of and activities in the Convention Passageway, and the use of and activities in the Convention Passageway by its employees, contractors, agents and invitees. Such insurance will name the other party an additional insured and shall be written by reputable insurance companies, with deductible and policy limits reasonably acceptable to the other party. Upon request, each party will provide to the other an appropriate ACORD-form certificate evidencing the foregoing insurance.

(b) **Restoration and Repair of Damage; Indemnification.**

(i) If the District causes, or if its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns cause, either in the course of construction of the District's improvements to the Terrace or by or through the use, or maintenance, or use and maintenance of the same, any damage or injury to the Restaurant and Bar Unit, the District shall pay all costs associated with the repair and restoration of the same and shall reimburse Block 22 and any tenant of the Restaurant and Bar Unit operating the Restaurant and Bar Unit for all losses arising from the same (including but not limited to lost profit reasonably demonstrated). The District shall defend, indemnify and hold Block 22, the Association, and their respective officers, employees, guests, invitees, agents, successors and assigns (collectively, the "Block 22 Indemnitees") harmless from all claims, losses, expenses, liens (including, without limitation, liens or claims for services rendered or labor or materials furnished), encumbrances, liabilities, penalties, judgments, settlements, fines, losses, damages, proceedings, actions (civil, criminal or administrative, and whether brought by any governmental entity or nongovernmental entity or person), and costs, including, without limitation, attorneys' fees, court costs, consultant fees, expert fees, and other litigation related expenses (collectively, "Claims"), brought against, imposed upon, suffered by or paid by the Indemnitees, or any of them, and arising out of or in connection with or resulting from (i) negligent construction of the District's improvements to the Terrace; or (ii) negligent acts of omission or commission of the District or the District's employees, contractors, subcontractors, consultants, agents, officers, employees or assigns in the use, or maintenance, or use and maintenance

of the District's improvements to the Terrace, including but not limited to any damage or injury to any other structures or improvements within the CCDC Easement. The foregoing shall not include Claims resulting predominantly from the negligence or willful act or omission of the Indemnitees.

Notwithstanding any language herein to the contrary, the District shall fully indemnify Block 22 and the Association for any claim of indemnity made by CCDC pursuant to Section 3 of the CCDC Easement arising from the actions or inaction of the District or its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns in the Terrace Easement.

(ii) If Block 22 causes, or if its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns cause, either during the course of construction of the District's improvements to the Terrace or by or through the use of the same, any damage or injury to the District's improvements to the Terrace, Block 22 shall pay all costs associated with the repair and restoration of the same and shall reimburse the District for all losses arising from the same (including but not limited to lost profit reasonably demonstrated). Block 22 shall defend, indemnify and hold the District and its respective officers, employees, guests, invitees, agents, successors and assigns (collectively, the "District Indemnitees") harmless from all Claims brought against, imposed upon, suffered by or paid by the District Indemnitees, or any of them, and arising out of or in connection with or resulting from negligent acts of omission or commission of Block 22 or its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns in the use of the District's improvements to the Terrace, including but not limited to any damage or injury to any other structures or improvements within the CCDC Easement. The foregoing shall not include Claims resulting predominantly from the negligence or willful act or omission of the District Indemnitees.

(iii) If the Association causes, or if its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns cause, either during the course of construction of the District's improvements to the Terrace or by or through the use of the same, any damage or injury to the District's improvements to the Terrace, the Association shall pay all costs associated with the repair and restoration of the same and shall reimburse the District for all losses arising from the same (including but not limited to lost profit reasonably demonstrated). The Association shall defend, indemnify and hold the District Indemnitees harmless from all Claims brought against, imposed upon, suffered by or paid by the District Indemnitees, or any of them, and arising out of or in connection with or resulting from negligent acts of omission or commission of the Association or its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns in the use of the District's

improvements to the Terrace, including but not limited to any damage or injury to any other structures or improvements within the CCDC Easement. The foregoing shall not include Claims resulting predominantly from the negligence or willful act or omission of the District Indemnitees.

(iv) Notwithstanding the foregoing indemnification and hold harmless provisions, no provision in this Agreement shall increase the liability of the District, Block 22 or the Association to any third party as capped by the Idaho Tort Claims Act (Idaho Code Sections 6-901 through 6-929) or otherwise constitute a waiver of or lessen the protection provided to the District, Block 22 or the Association under said Act with respect to any claim by a third party.

1.5 Maintenance. The District, from and after the “Commencement Date” (as hereinafter defined) of the Terrace Easement hereby granted and created, shall have the duty and obligation to, at all times, maintain the Terrace and all improvements thereon and thereto in good condition and repair (subject to the specific obligations of Block 22 hereinafter set forth).

The “Commencement Date” shall be the date that is thirty (30) days after the District provides Block 22 with a written notice of the District’s intent to exercise its rights under the easement herein granted. Prior to such date, the District shall not exercise its rights under said easement, and the District shall have no duties or obligations with regard to maintenance or otherwise, and Block 22 shall have the continuing rights and obligations with regard to the Terrace as existed prior to the creation of the within Terrace Easement. Upon the Commencement Date, the District shall take possession of the Terrace, and shall assume all obligations and duties and have all the rights as herein set forth and shall prosecute construction of the Convention Passageway to completion with diligence. During construction of the Convention Passageway, the District shall at all times accommodate safe passage to the main entrance to the Event Arena Unit (existing at ground level from the Grove Plaza).

1.6 Block 22 and Association Approval of Plans. Prior to commencement of any construction, and prior to any demolition or material alteration of any existing improvement

constituting a part of the Terrace, the District shall submit its design and construction plans to Block 22 and the Association for approval, such approval not to be unreasonably withheld or delayed by Block 22 or the Association. No construction, demolition or material alteration by the District shall commence until such approval is obtained.

1.7 *Time for Construction; Termination.* The District shall have four (4) years following execution of this Agreement to complete construction of improvements in the Terrace Easement. Should the District fail to complete construction of improvements in the Terrace Easement within four (4) years following execution of this Agreement, Block 22 shall have the absolute right to terminate the Terrace Easement. Upon termination of the Terrace Easement by Block 22 for failure to timely complete construction, the District shall be obligated to immediately restore the Terrace to the condition existing upon the Commencement Date, at the District's sole cost and expense.

1.8 *Abandonment.* Upon the abandonment of the easement by the District and CCDC or the successor in interest to the District (if abandonment should ever occur), then the District shall be obligated to immediately restore the Terrace to the condition existing upon the Commencement Date, at the District's sole cost and expense.

1.9 *Special Rights of Block 22.* Notwithstanding exclusive rights provided to the District to the Terrace as provided herein, Block 22 reserves and the District hereby grants to Block 22 as owner of the Event Arena Unit, the Hotel Unit and the Restaurant and Bar Unit:

- (a) right of access for Block 22, its employees, contractors, subcontractors, consultants, agents, officers, employees or assigns and the guests, invitees and patrons of the Hotel Unit and the Restaurant and Bar Unit, through the Hotel Unit Access and the Bar Unit Access, respectively, as shown on the

Passageway Depiction (**Exhibit D**) subject to the reasonable specific restrictions and limitations provided by the District as follows.

The parties agree (i) to recognize, honor and enforce certain Rules and Regulations for the Use, Management And Security of the Convention Passageway ("Rules"), and to, in good faith, agree to modification of the Rules from time to time as actual construction and use of the Passageway progresses and develops. In the event District and Block 22 are unable to agree upon such reasonable modification of the Rules, then the parties shall first attempt to mediate their disagreement through meeting and discussion between the Executive Director of the District and the General Manager of the Hotel Unit. If such meetings are unsuccessful in resolving the matter, then two (2) members of the Board of Directors of the District and of Block 22 shall be appointed by the respective Board to formally mediate the matter by and with the assistance of a mutually acceptable third party mediator actively engaged in mediation in Boise, Idaho. Any other dispute hereunder, or enforcement of the Rules, may be resolved by judicial proceedings in the Fourth Judicial District Court in and for the County of Ada, State of Idaho.

(ii) District may close and lock the Security Doors (as such are shown on the Passageway Depiction) at any time and all times that the District determines appropriate to do so, subject to compliance with applicable fire and safety laws and regulations.

(iii) Block 22 shall determine the time periods when the Hotel Unit Access doors and the Bar Unit Access doors will be unlocked and allow access from the Grove Hotel and/or from the Restaurant and Bar Unit (the "Bar Unit"), provided however, that the District with 30-days' advance written notice, may require the Bar Unit Access doors to be closed and, subject to compliance with applicable fire and safety laws and regulations, locked at such times as the District determines events or activities occurring in the District's facilities are incompatible with intermingling traffic from the Bar Unit.

(iv) Food and beverage or beverage containers from the Bar Unit shall not be allowed at any time in the Convention Passageway. At all times the Bar Unit Access doors are open (unlocked) and provide access to the Convention Passageway, and an event is occurring in the District's facilities, the owner of the Bar Unit shall provide and maintain a doorkeeper or other security person to monitor all traffic between the facilities.

(v) The District shall maintain the Convention Passageway at its expense in a manner comparable to its maintenance of its other facilities. In the event any extraordinary cleaning or maintenance is

required in the Convention Passageway solely as a result of Block 22's actions, or the actions of a patron of the Hotel Unit or Restaurant and Bar Unit, then Block 22 shall either undertake such cleaning or maintenance at its sole expense and to the District's satisfaction or shall reimburse the District for the reasonable costs incurred by the District in performing such extraordinary cleaning or maintenance.

(vi) Emergency stairs access at either end of the Convention Passageway shall be exit only (no entry to the Convention Passageway from the emergency stairs stairwell). It shall be the obligation and responsibility of Block 22 to secure the same.

(vii) The owner of the Restaurant and Bar Unit and the District shall provide written, monthly schedules of all events scheduled to be in their respective facilities to each other.

(viii) The District acknowledges that events in the Event Arena Unit and the Restaurant and Bar Unit will generate noise that may be carried through the Convention Passageway and to the Boise Centre or Expansion Facilities, and the District assumes all obligation to provide adequate soundproofing in the Convention Passageway to protect from any noise emanating from the Event Arena Unit, Restaurant and Bar Unit or Hotel Unit that the District may find objectionable.

(ix) Block 22 reserves the right, and the District acknowledges that Block 22 has the right, to place signage on the exterior of the Convention Passageway, for itself and its sponsors, including but not limited to a tenant of the Restaurant and Bar Unit, as well as temporary signage in promotion of events in the Event Arena Unit and the Hotel Unit. Notwithstanding the foregoing, no banner or other signage shall be placed or mounted by Block 22 or the Association or their respective tenants, assignees, guests or invitees which covers or obscures any part of the no advertising area being constructed as a bank of windows as depicted on Exhibit E attached hereto and made a part hereof by this reference.

2. CONSTRUCTION OF CONVENTION PASSAGEWAY.

2.1 *Construction of Convention Passageway.* Within thirty (30) days following the Commencement Date (hereinabove defined), the District shall commence and diligently and continuously prosecute to completion the construction of the Convention Passageway, over and across the Terrace and the easement herein and hereby granted, in accordance with the previously approved plans and specifications, and subject to the following:

- (a) Preparation of plans and specifications for the Convention Passageway by District's design and engineering professionals, at District's sole expense, and approval of the same by Block 22, as hereinabove provided;
- (b) Obtaining required air rights easement over vacated Eighth Street from CCDC by District at District's sole expense (to allow the Convention Passageway to connect to the Boise Centre);
- (c) Obtaining the construction of the Convention Passageway to completion in accordance with the approved plans and specifications by the District, at the District's direction, and initially at the District's sole cost and expense, **subject to** reimbursement by Block 22 to the District of Block 22's allocated portion of the Total Costs of the Passageway Project. The "Passageway Project" means the design, engineering, permitting, and construction to completion of the Convention Passageway, including any interior finish and décor. The Total Costs of the Passageway Project means all direct costs of the design, engineering, permitting and construction. The Block 22 allocated portion of the Total Costs shall be the specific costs of the crosshatched Block 22 Area (as shown on the Passageway Depiction) certified by the District's Construction Manager (ESI). Block 22 shall pay its allocated portion of the Total Costs on or before the sixtieth (60th) day after written certification to Block 22 by the District's Construction Manager of: (i) completion of construction of the Passageway Project; and (ii) the Block 22 allocated portion of the Total Costs.

3. BLOCK 22 CONSTRUCTION.

3.1 *Restaurant/Bar Remodel.* Block 22 shall undertake and complete, prior to the later of (a) the issuance of a certificate of occupancy for the Expansion Facilities and (b) completion of the construction of the Convention Passageway, a remodel and upgrade of the Restaurant and Bar Unit, the particulars of which shall be in Block 22's sole discretion.

3.2 *Other Block 22 Construction.* To the extent any modifications or improvements are required within the Hotel Unit, the Event Arena Unit and/or the Restaurant and Bar Unit to provide access therefrom to the Convention Passageway, such modifications and/or improvements shall be solely at the direction and expense of Block 22, and the District shall have no responsibility or liability therefor whatsoever.

4. MISCELLANEOUS.

4.1 *No Waiver.* No failure to exercise and no delay in exercising any right, power or privilege on the part of any parties shall constitute a waiver of any other or further exercise thereof or the exercise of any right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions whether or not similar, not shall any constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

4.2 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

4.3 *Time of the Essence.* The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof and

that the failure to timely perform any of the obligations hereunder shall constitute a breach and default under this Agreement by the parties so failing to perform.

4.4 Amendment. This Agreement may be amended or modified only by a written instrument executed by the party or parties asserted to be bound thereby.

4.5 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

4.6 Notices. Any notice, demand or request that may be or is required to be given under this Agreement shall be delivered in person, or sent by United States certified or registered mail, postage prepaid, to the intended party, at the following address:

Block 22:	Block 22 LLC Attn: CFO/Controller 245 S. Capitol Blvd Boise, ID 83702
Association:	Block Twenty-Two Condominiums Association, Inc. c/o Block 22 LLC Attn: CFO/Controller 245 S. Capitol Blvd Boise, ID 83702
District:	Greater Boise Auditorium District Attn: Executive Director 850 W. Front Street Boise, ID 83702

All notices shall be in writing, and shall be deemed given on the day of personal delivery, or the date three (3) days after deposit with the U.S. Postal Service in the manner required. A party may change its notice address by written notice to the other parties.

4.7 Attorney Fees. If any party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, then the prevailing party in such litigation in addition to any other relief that may be granted, whether legal or equitable, shall be

entitled to a reasonable attorneys' fee. If any party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement, or obligation of the other party to this Agreement, then the party so litigating shall be entitled to reasonable attorneys' fees from the other party to this Agreement. Attorneys' fees shall include attorneys' fees on any appeal. In addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel and all other necessary costs incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such litigation is prosecuted to judgment.

4.8 Counterpart Execution. This Agreement may be executed in any number of counterparts and by the different parties in separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall constitute but one and the same Agreement. When counterparts of this Agreement executed by each party have been delivered to all parties, this Agreement shall become effective of the date hereof.

4.9 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and the easements hereby granted shall run with the properties described herein.


[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first set forth above.

Block 22: Block 22 LLC,
an Idaho limited liability company

By: JRS Properties III L.P., Member/Manager

By: JRS Management, L.L.C., General Partner

By: 

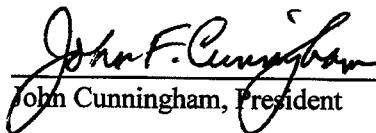
Scott Simplot, Manager

By: WC/WLDC Idaho, L.L.C., Member

By: 

A. J. Balukoff, Manager

Association: Block Twenty-Two Condominiums Association, Inc.,
an Idaho non-profit corporation

By: 

John Cunningham, President

District: Greater Boise Auditorium District,
a governmental subdivision of the State of Idaho

By: _____
Jim Walker, Chairman

By: _____
Pat Rice, Executive Director

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first set forth above.

Block 22:

Block 22 LLC,
an Idaho limited liability company

By: JRS Properties III L.P., Member/Manager

By: JRS Management, L.L.C., General Partner

By: _____
Scott Simplot, Manager

By: WC/WLDC Idaho, L.L.C., Member

By: _____
A. J. Balukoff, Manager

Association:

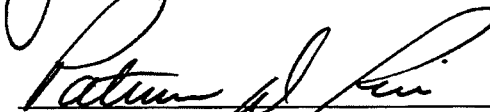
Block Twenty-Two Condominiums Association, Inc.,
an Idaho non-profit corporation

By: _____
John Cunningham, President

District:

Greater Boise Auditorium District,
a governmental subdivision of the State of Idaho

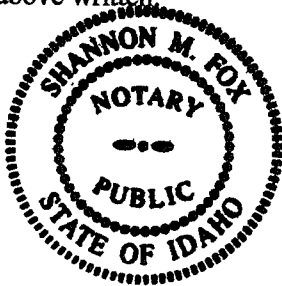
By:  _____
Jim Walker, Chairman

By:  _____
Pat Rice, Executive Director

STATE OF IDAHO)
 : ss.
County of Ada)

On this 11 day of March, 2015, before me, a Notary Public in and for said state, personally appeared A. J. Balukoff, known or identified to me to be a manager in the limited liability company of WC/WLDC Idaho, L.L.C., as Member/Manager of Block 22, LLC, and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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



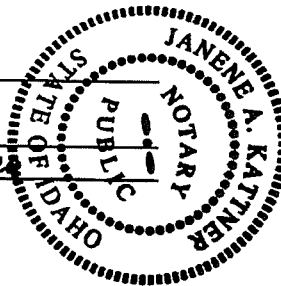
Shannon M. Fox
Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 05/18/2017

STATE OF IDAHO)
 : ss.
County of Ada)

On this 10th day of March, 2015, before me, a Notary Public in and for said state, personally appeared Scott Simplot, known or identified to me to be a manager in the limited liability company of JRS Management, L.L.C., as General Partner of JRS Properties III L.P., as Member/Manager of Block 22 LLC, and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

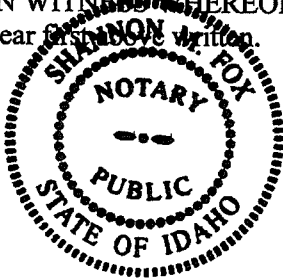
Janene A. Kattner
Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 5/31/2028



STATE OF IDAHO)
 : ss.
County of Ada)

On this 10th day of March, 2015, before me, a Notary Public in and for said state, personally appeared John Cunningham, known or identified to me to be the President of Block 22 Condominiums Association, Inc., an Idaho non-profit corporation, who subscribed said corporation's name to the foregoing instrument and acknowledged to me that he/she executed the same in said corporation's name.

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



Shannon M. Fox
Notary Public for Idaho
Residing at: Ada county
My commission expires: 05/18/2017

STATE OF IDAHO)
 : ss.
County of Ada)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Jim Walker, known or identified to me to be the Chairman of Greater Boise Auditorium District, an governmental subdivision of the State of Idaho, that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said governmental subdivision, and acknowledged to me that such governmental subdivision executed the same.

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

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

STATE OF IDAHO)
 : ss.
County of Ada)

On this _____ day of _____, 2015, before me, a Notary Public in and for said state, personally appeared John Cunningham, known or identified to me to be the President of Block 22 Condominiums Association, Inc., an Idaho non-profit corporation, who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that he/she executed the same in said corporation's name.

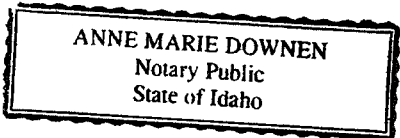
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

STATE OF IDAHO)
 : ss.
County of Ada)

On this 19th day of February, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Jim Walker, known or identified to me to be the Chairman of Greater Boise Auditorium District, an governmental subdivision of the State of Idaho, that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said governmental subdivision, and acknowledged to me that such governmental subdivision executed the same.

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



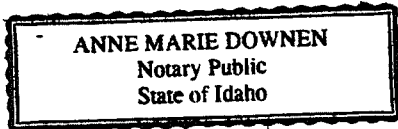
Anne Marie Downen

Notary Public for Idaho
Residing at: Ernett
My commission expires: 07/03/2020

STATE OF IDAHO)
 : ss.
County of Ada)

On this 19th day of FEBRUARY, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Pat Rice, known or identified to me to be the Executive Director, respectively, of Greater Boise Auditorium District, an governmental subdivision of the State of Idaho, that executed the within and foregoing instrument, or the persons who executed the instrument on behalf of said governmental subdivision, and acknowledged to me that such governmental subdivision executed the same.

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



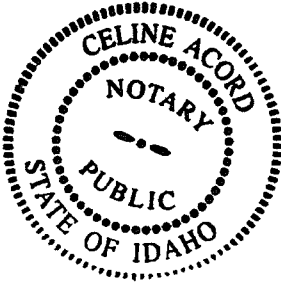
Anne Marie Downen
Notary Public for Idaho
Residing at: Emmett
My commission expires: 7/3/2020

STATE OF IDAHO)
 : ss.
County of Ada)

Celine Acord

On this 9th day of March, 2015, before me a Notary Public in and for said state, personally appeared Patrick Shalz, known or identified to me to be the Secretary of Urban Renewal Agency of Boise City (also known as Capital City Development Corporation, an Idaho corporation), who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that he executed the same in said corporation's name.

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



Celine Acord

Notary Public for Idaho
Residing at: 3084 N Turnberry Way Meridian ID
My commission expires: 9-11-2020 88646

EXHIBIT A
CCDC Easement

AIR AND GROUND RIGHTS EASEMENT

This Air and Ground Rights Easement is made by and between the Urban Renewal Agency of Boise, also known as Capital City Development Corporation (the "Agency") and Block 22 LLC, an Idaho limited liability company (the "Developer") whose address is P.O. Box 27, Boise, Idaho 83707 and is entered into as of this 18th day of November, 1996.

RECITALS:

A. WHEREAS, in the implementation of the Amended and Restated Urban Renewal Plan Approved by the Boise City Council, Effective December 6, 1994 (the "Redevelopment Plan") for the Developer's Redevelopment project, the Agency entered into a Disposition and Development Agreement with the Developer dated May 9, 1994; a First Implementation Agreement dated October 21, 1994; a Second Implementation Agreement dated February 13, 1995; and a Third Implementation Agreement dated January 3, 1996 (collectively referred to herein as the "DDA"), providing for the purchase and development of certain real property (the "Site") by the Developer. A description of the Site is attached hereto as Exhibit A;

B. WHEREAS, the Developer has commenced construction upon the Site for the Developer's Improvements, all as more particularly described in the DDA;

C. WHEREAS, since the commencement of construction, the Developer has proposed a Revised Scope of Development differing from the Scope of Development set forth in the DDA;

D. WHEREAS, the Revised Scope of Development includes the addition of several levels of hotel/residential units and reorientation of the hotel facility with portions thereof located on and portions thereof overhanging certain real property owned by the Agency and commonly referred to as the "Grove";

E. WHEREAS, those portions of the Grove owned by Agency and upon which, pursuant to the terms hereof, Developer is granted the right to locate improvements on and above is more particularly described on Exhibit B attached hereto and is hereinafter referred to as the "Encroachment Area";

NOW, THEREFORE, in consideration of the easements granted and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Air Rights Easement. Agency does hereby declare, grant, create and establish for the benefit and use of Developer, or any successive owner of the real property described in Exhibit A, a perpetual, nonexclusive easement in the air space over the Encroachment Area to the extent reasonably necessary to accommodate the construction,

AIR AND GROUND RIGHTS EASEMENT - 1

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DAVID SAVARO
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Block 22 LLC
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location and maintenance of that part of the Developer Improvements as extend over and above the Encroachment Area.

2. Grant of Ground Support Easement. Agency does hereby declare, grant, create and establish for the benefit and use of Developer, or any successive owner of the Site as described in Exhibit B an exclusive easement within the Encroachment Area, as more particularly depicted on Exhibit C hereto in order to install, locate and maintain the necessary footings, columns and foundations for that portion of the Developer Improvements to be built and extending over the Encroachment Area, subject, however, to all existing easements now existing on the Encroachment Area.

3. Damages and Indemnity. In exercising the rights granted under the terms hereof and satisfying the obligations imposed herein, Developer shall take every precaution to avoid unlicensed encroachment upon and interference with and damage to the Encroachment Area and other improvements on the Encroachment Area and all surface and subsurface electric, gas, telecommunication and other utility lines, water and sewer pipes, storm and/or runoff collection, retention and distribution facilities, landscaping and sprinkler systems, and, if such are disturbed or harmed in any way by Developer's activities, Developer shall, at its sole cost, repair any and all such damage. Developer hereby covenants and agrees to defend, indemnify and hold harmless the Agency and its officers, employees, representatives, agents, successors and assigns (hereinafter, collectively the "Indemnitees") from all claims, losses, expenses, liens (including, without limitation, liens or claims for services rendered or labor or materials furnished), encumbrances, liabilities, penalties, judgments, settlements, fines, losses, damages, proceedings, actions (civil, criminal or administrative, and whether brought by any governmental entity or nongovernmental entity or person), and costs, including, without limitation, attorneys fees, court costs, consultant fees, expert fees, and other litigation related expenses (hereinafter, collectively the "Claims"), brought against, imposed upon, suffered by or paid by Indemnitees and arising out of or in connection with or resulting from (i) excavation and construction activities; (ii) acts of omission or commission or negligence of Developer or Developer's employees, contractors, subcontractors, consultants, agents, officers, employees, or assigns; (iii) damage to Agency's property; (iv) damage to Developer's property; (v) damage to any third party's property; or (vi) injury to any person or persons, including accidental injury or death. The foregoing shall not include Claims resulting solely from the negligence or willful act or omission of the Agency. The foregoing indemnity shall survive and continue after the execution hereof and the termination or revocation of the easements granted hereunder.

4. Duty of Maintenance. Developer or any subsequent owner of the Site described in Exhibit A, shall have the duty and obligation to at all times maintain the footings, columns and foundations erected on the Encroachment Area and that portion of the Developer Improvements built over the Encroachment Area.

5. Easements Run With Agency Property. The easements hereby granted to Developer shall be easements running with the Agency property for the benefit of the Site

AIR AND GROUND RIGHTS EASEMENT - 2

and shall be binding upon Agency and its successors and assigns and successive owners of the Encroachment Area and inure to the benefit of the Developer and its successors and assigns and successive owners of the Site. The easements granted under this instrument shall continue so long as the Developer Improvements, as they are to be constructed pursuant to the DDA, remain in existence.

6. Restrictions, Covenants and Indemnities Run With the Site. The restrictions, covenants and indemnities hereby imposed in connection with the construction and maintenance of the subject Developer Improvements (collectively the "Restrictions") shall run with the Site for the benefit of the Encroachment Area and shall be binding upon the Developer and its successors and assigns and all successive owners of the Site and shall inure to the benefit of the Agency and its successors and assigns and all successive owners of the Encroachment Area. The Restrictions shall be perpetual obligations of the owners of the Site and shall run, notwithstanding any termination, expiration or revocation of the terms of the easements, until satisfied in accordance with the terms hereof.

7. Nonwaiver. No failure to exercise and no delay in exercising any right, power, or privilege on the part of any parties shall constitute a waiver of any other or further exercise thereof or the exercise of any right, power, or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. No waiver of any of the provisions of this instrument shall be deemed or shall constitute a waiver of any other provisions whether or not similar, nor shall any constitute a confirming waiver. No waiver shall be binding unless executed in writing by the party making the waiver. Notwithstanding the terms hereof, in the event of a conflict between the terms hereof and the terms and provisions of the DDA regarding construction, maintenance and further obligations of the Developer regarding the Developer Improvements, the terms and provisions of the DDA shall be controlling. All terms and provisions of the DDA regarding Developer Improvements, including, without limitation, required insurance, prior approval of plans and specifications, and maintenance obligations shall apply with respect to the construction, location and maintenance of the improvements and activities of the Developer contemplated by the terms hereof with full force and effect as if set forth in full herein.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.

9. Time of the Essence. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof and that the failure to timely perform any of the obligations hereunder shall constitute a breach and default under this instrument by the parties so failing to perform.

10. Amendment. This instrument may be amended or modified only by a written instrument executed by the party or parties asserted to be bound thereby.

AIR AND GROUND RIGHTS EASEMENT - 3

11. Counterparts. This instrument may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This instrument shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

IN WITNESS WHEREOF, the Agency and the Developer have entered into this instrument as of the day and year first above written.

"AGENCY"

URBAN RENEWAL AGENCY
OF BOISE CITY

By [Signature]
Its Chairman

By [Signature]
Its Secretary *APR*

"DEVELOPER"

BLOCK 22 LLC

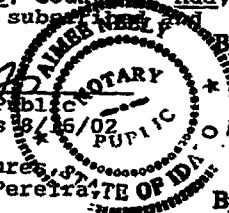
By S-SIXTEEN LIMITED
PARTNERSHIP, Member

J. R. Simplot, Self-Declaration of
Revocable Trust, General Partner

By: Charles E. Morey
J. R. Simplot, Trustee
Charles E. Morey, Authorized Agent

In the State of Idaho, county of Ada,
On December 2, 1996, subscribed and
affirmed before me.

Aimee Neely
Aimee Neely, Notary Public
My commission expires 8/16/02



By DIAMOND HOLDING LLC,
Member

W. Cord Pereira
W. Cord Pereira, Manager

Notary of the signatures,
Charles Morey, Cord Pereira,
Jerry Jenkins.

By WC/WLDC IDAHO, LLC, Member

Charles Morey, Agent for S-Sixteen
Limited Partnership;
Cord Pereira, President of Diamond Holdings, LLC
Jerry Jenkins, Manager 11/21/96

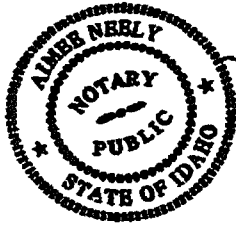
AIR AND GROUND RIGHTS EASEMENT - 4

Jerry Jenkins, Agent for WC/WLDC Idaho, LLC
- end - Aimee Neely

In the State of Idaho:
County of Ada:

On this 6th day of December, 1996

E. James Perkinson personally appeared before
me and sufficiently proved and affirmed
before me his signature to be true and contained
within this legal document. He further affirmed
that he is the Chairman of the Urban Renewal
Agency of Boise City and is empowered to
act as its agent.



Almee Neely

ALMEE NEELY
NOTARY PUBLIC, MY COMMISSION
EXPIRES AUG 19, 2002

EXHIBIT A

**LEGAL DESCRIPTION
FOR
C.C.D.C./BLOCK 22 LLC**

A parcel of land situated in the NE¹/₄ of Section 10, T.3N., R.2E., B.M., Ada County, Idaho, being a portion of vacated Grove Street, vacated 8th Street, the vacated alley in Block 22 of the Boise City Original Townsite, and Lots 1 thru 6, Lots 8 thru 12 and a portion of Lot 7 of Block 22 of the Boise City Original Townsite, more particularly described as follows:

BEGINNING at the Northeasterly corner of said Block 22, a point, marked by a 5/8" iron pin; thence along the Easterly line of said Block 22

South 35°13'30" West 260.27 feet to the Southeasterly corner of said Block 22, marked by a 5/8" iron pin; thence along the Southerly line of said Block 22 and its extension

North 54°47'10" West 319.91 feet to a point, marked by a 5/8" iron pin; thence along a line that is 20.00 feet Westerly of and parallel to the Westerly line of said Block 22

North 35°12'30" East 212.12 feet to a point, marked by a 5/8" iron pin; thence leaving said parallel line and along a curve to the left whose radius is 100.00 feet, whose length is 95.93 feet, whose central angle is 54°57'53" and whose long chord bears

North 86°12'13" East 92.30 feet to a point, marked by a 5/8" iron pin; thence along a line that is 10.00 feet Northerly of and parallel to the Northerly line of said Block 22

South 54°47'58" East 248.27 feet to an iron pin on the extended Southeasterly boundary of the said Block 22, thence along the said Southeasterly boundary

South 35°13'30" West 10.00 feet to **THE POINT OF BEGINNING**.

Said parcel contains 1.921 acres, more or less.

FE-A-BL22LGL.WPD



**TEALEY'S LAND
SURVEYING**

109 South 4th Street Boise, Idaho 83702
(208) 385-0636
Fax (208) 385-0696

Project No.: 1538
Date: November 13, 1996

**DESCRIPTION
FOR
C.C.D.C./BLOCK 22 L.L.C.
GROVE EASEMENT**

A parcel of land situated in the NE $\frac{1}{4}$ of Section 10, T.3N., R.2E., B.M., Ada County, Idaho, being a portion of vacated Grove Street, vacated 8th Street, and a portion of Lot 7 of Block 22 of the Boise City Original Townsite, more particularly described as follows:

COMMENCING at the Northeasterly corner of said Block 22, a point marked by a 5/8" iron pin; thence along the Easterly line of said Block 22

South 35°13'30" West 260.27 feet to the Southeasterly corner of said Block 22, marked by a 5/8" iron pin; thence along the Southerly line of said Block 22 and its extension

North 54°47'10" West 319.91 feet to a point, marked by a 5/8" iron pin; thence along a line that is 20.00 feet Westerly of and parallel to the Westerly line of said Block 22

North 35°12'30" East 212.12 feet to THE POINT OF BEGINNING, marked by a 5/8" iron pin; thence along a line that is radial to a curve with a 100' radius

North 23°40'17" East 14.00 feet to a point; thence along a curve to the left whose radius is 86.00 feet, whose central angle is 54°57'12", whose length is 82.48 feet and whose long chord bears

North 86°11'41" East 79.36 feet to a point on a line that is radial to a curve with a 100' radius

South 31°16'55" East 14.00 feet to a point; thence along a curve to the right whose radius is 100.00 feet, whose central angle is 54°57'12" (formerly 54°57'53"), whose length is 95.91 feet (formerly 95.93 feet) and whose long chord bears

South 86°11'41" West 92.28 feet (formerly South 86°12'13" West 92.30 feet) to THE POINT OF BEGINNING



EXHIBIT B

AIR AND GROUND RIGHTS EASEMENT

Sheet 1 of 2

EASEMENT AGREEMENT - 29

EXHIBIT A

2353776_2

Client:3273934.15

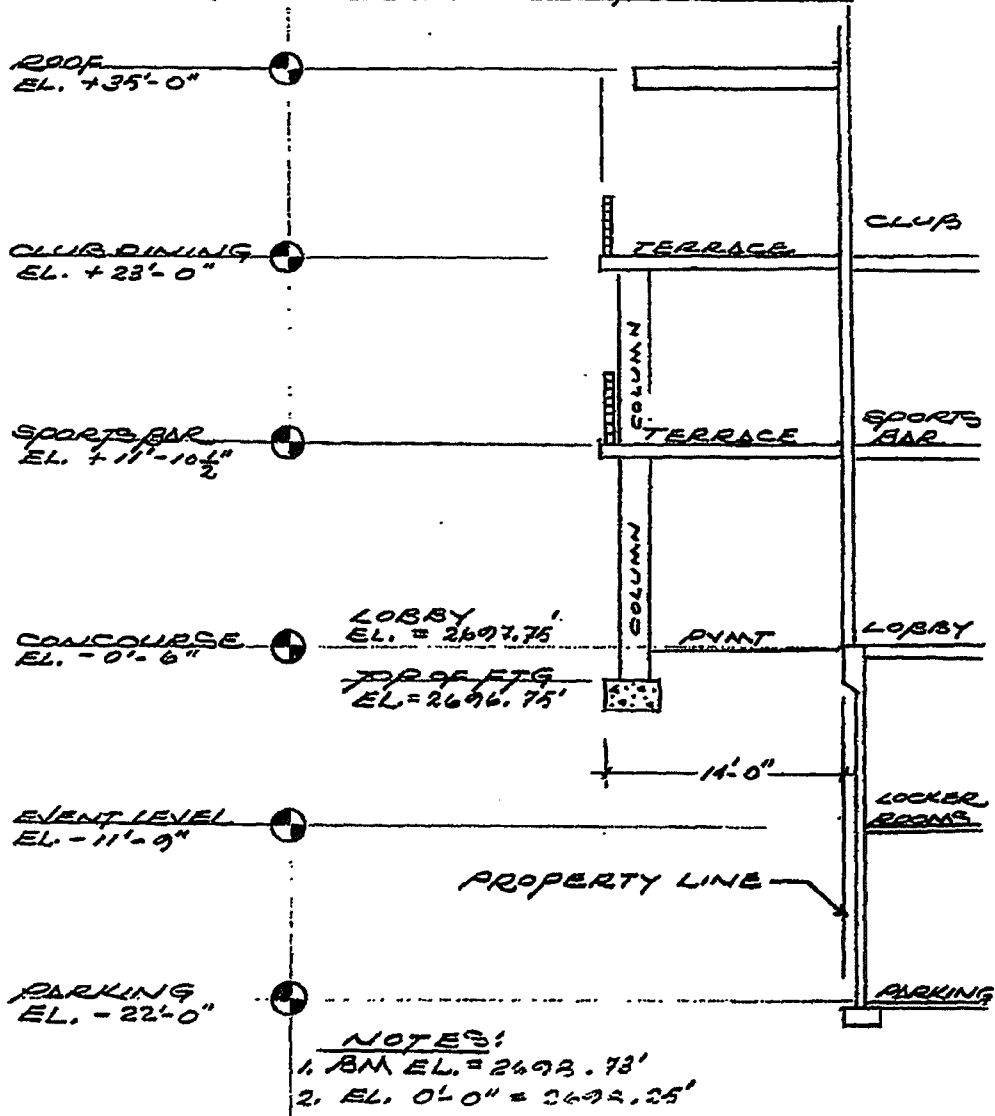
THE POLARIS GROUP, INC.
INTERNATIONAL BUILDING CONSULTANTS

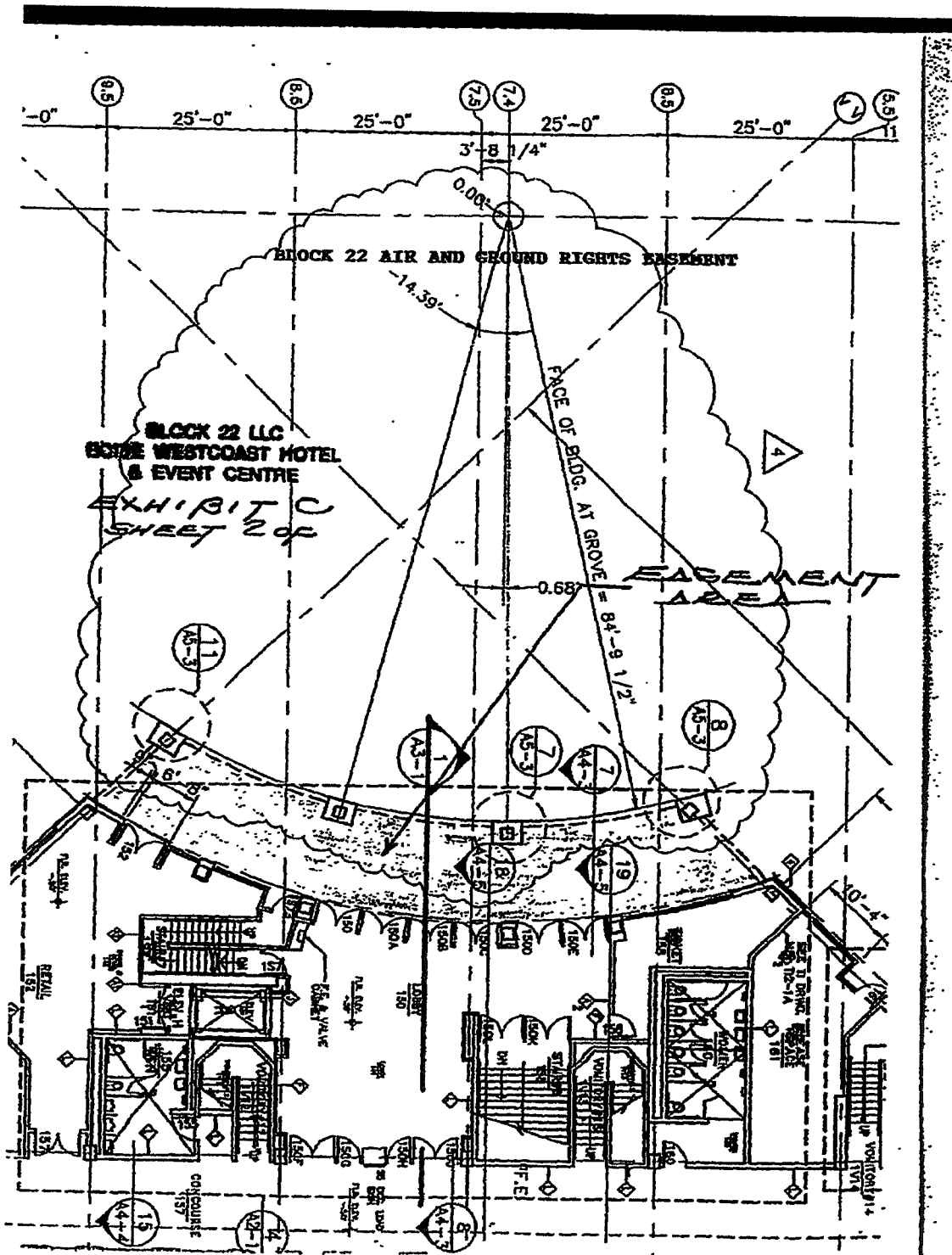
4975 CHEF Point Circle East
 Colorado Springs, CO 80919
 Phone 719-594-2079 Fax 719-594-0815
 e-mail PolarisGp@aol.com

Project Name: WESTCOAST BOISE
 Project No.: HOTEL & RACETRACK
 Date: 11/10/06 By: D.A. NUSS
 Sheet: EXHIBIT C Page 1 of 6

AIR & GROUND RIGHTS EASEMENT

PARTIAL BLDG SECTION AT GROVE



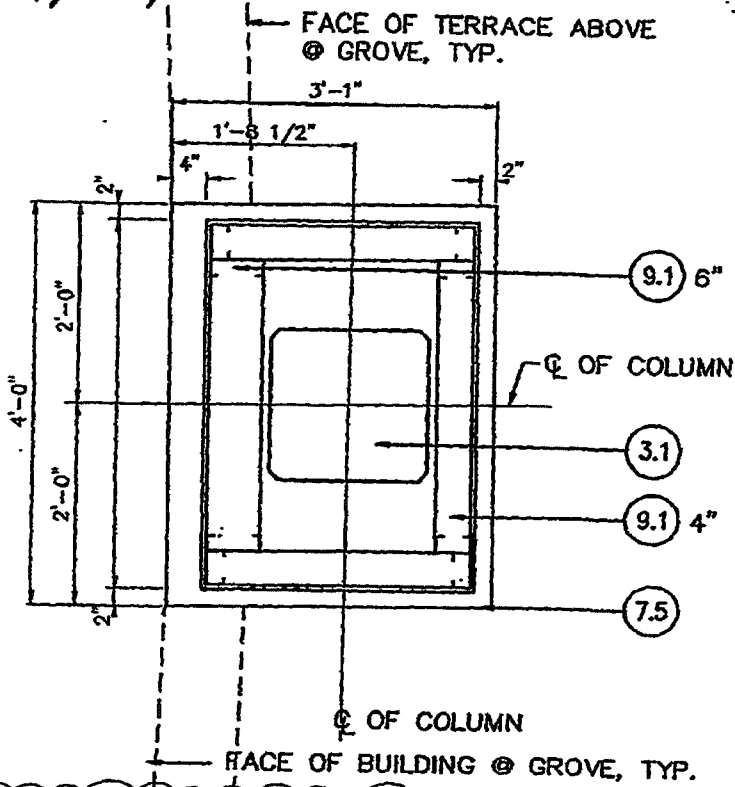


EASEMENT AGREEMENT - 31
EXHIBIT A
 2353776_2

BLOCK 22 AIR AND GROUND RIGHTS EASEMENT

BLOCK 22 LLC
BOISE WESTCOAST HOTEL
& EVENT CENTRE

EXHIBIT C
SHEET 30P



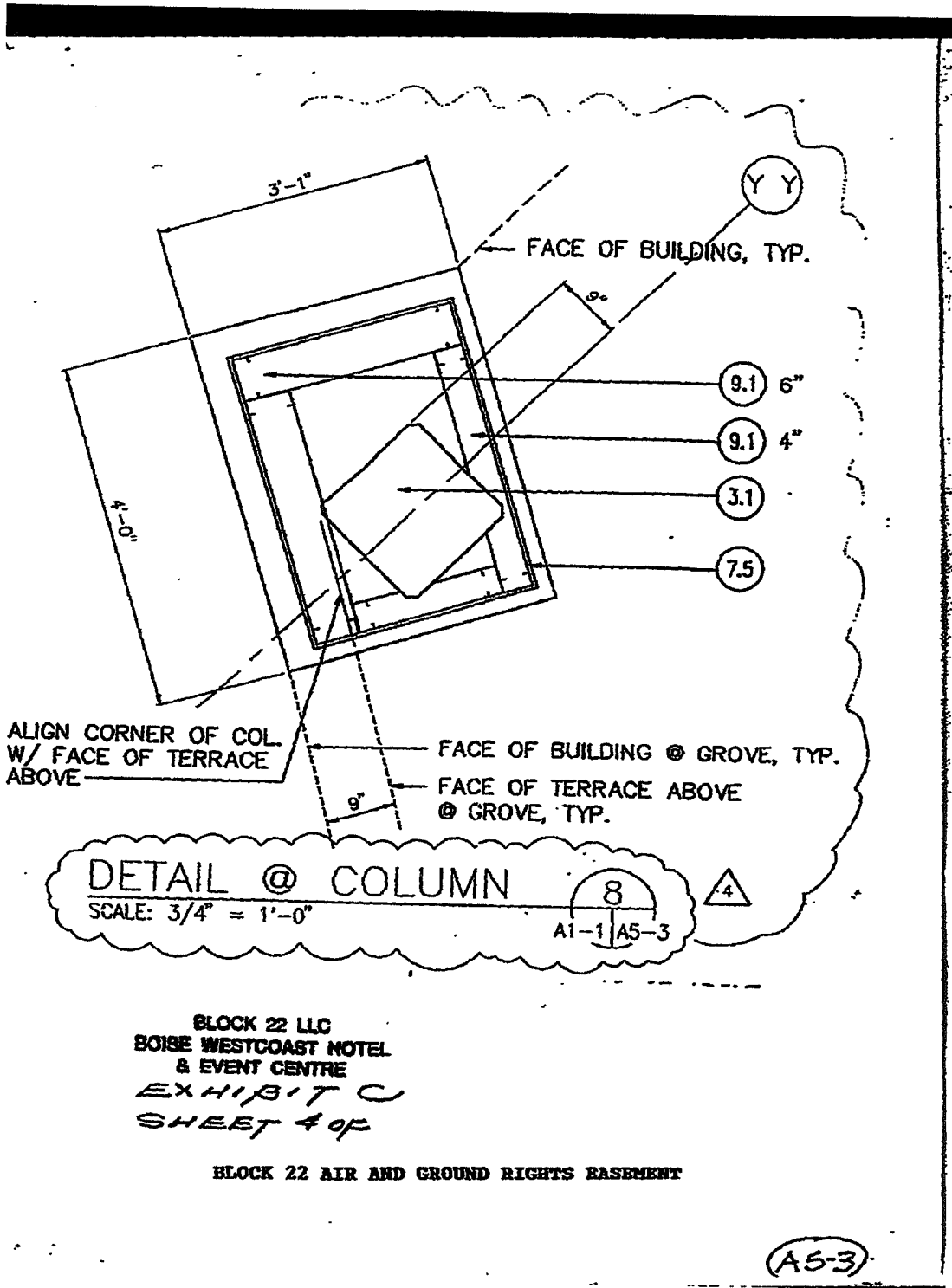
DETAIL @ COLUMN

SCALE: 3/4" = 1'-0"

7
A1-1 | A5-3

4

A5-3



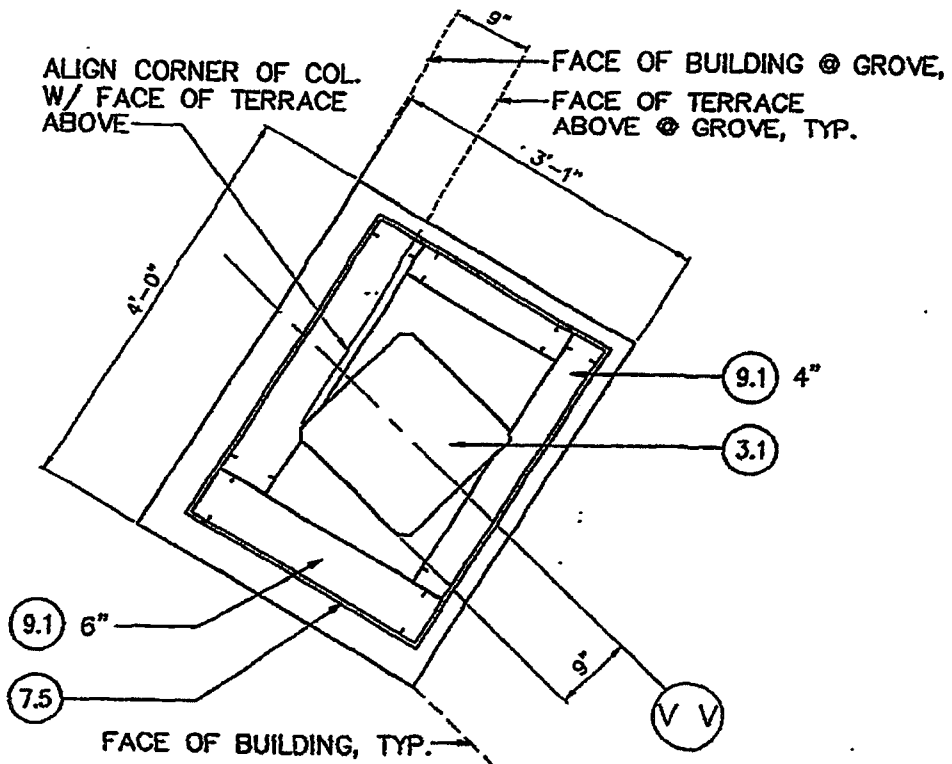
BLOCK 22 LLC
 BOISE WESTCOAST HOTEL
 & EVENT CENTRE
 EXHIBIT C
 SHEET 4 OF

BLOCK 22 AIR AND GROUND RIGHTS EASEMENT

BLOCK 22 AIR AND GROUND RIGHTS EASEMENT

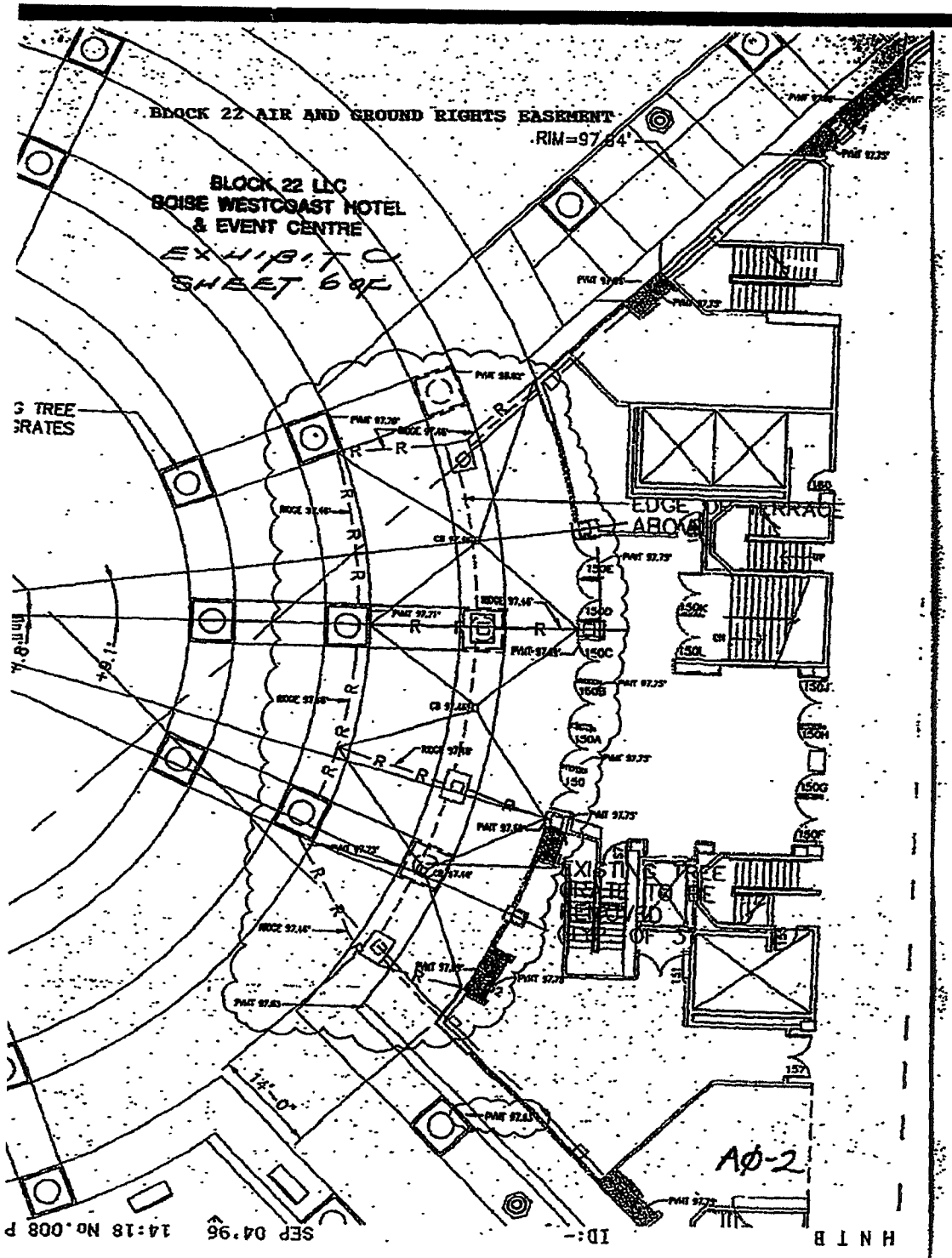
BLOCK 22 LLC
BOISE WESTCOAST HOTEL
& EVENT CENTRE

EXHIBIT C
SHEET 50P.



DETAIL @ COLUMN 11 4
SCALE: 3/4" = 1'-0" A1-1 | A5-3

A5-3



EASEMENT AGREEMENT - 35
EXHIBIT A
2353776_2

TEALEY'S LAND SURVEYING
 102 S. 4th St. • 208-285-0238
 BOISE, IDAHO

SURVEY FOR
 C.D.C. - BLOCK 22, B.C.O.T.
 A PORTION OF BLOCK 22 AND VACATED R/W, B.C.D.T.
 SITUATED IN THE NE 1/4 SECTION 10, T.2N., R.2E., B.M.

DATE OF SURVEY
 NUMBER OF PAGES
 NUMBER OF SHEETS
 SHEET NO.

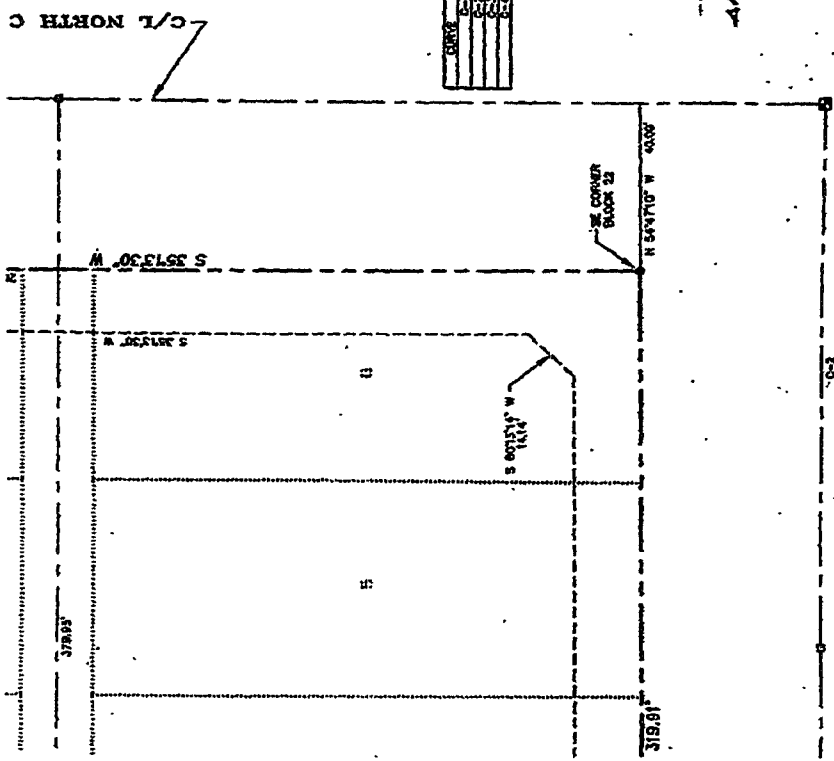
CERTIFICATE OF SURVEYOR
 I, PATRICK A. TEALEY, PLS NO. 4547, STATE OF IDAHO,
 DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED
 ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY
 DIRECT SUPERVISION AND IS IN ACCORDANCE WITH THE
 LAWS OF IDAHO RELATIVE TO SURVEYS.



CURVE DATA

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	ANGLE
1	N 89° 15' 00" W	11.15	S 89° 15' 00" E	11.15	90° 00' 00"
2	N 89° 15' 00" W	11.15	S 89° 15' 00" E	11.15	90° 00' 00"
3	N 89° 15' 00" W	11.15	S 89° 15' 00" E	11.15	90° 00' 00"
4	N 89° 15' 00" W	11.15	S 89° 15' 00" E	11.15	90° 00' 00"
5	N 89° 15' 00" W	11.15	S 89° 15' 00" E	11.15	90° 00' 00"
6	N 89° 15' 00" W	11.15	S 89° 15' 00" E	11.15	90° 00' 00"
7	N 89° 15' 00" W	11.15	S 89° 15' 00" E	11.15	90° 00' 00"
8	N 89° 15' 00" W	11.15	S 89° 15' 00" E	11.15	90° 00' 00"
9	N 89° 15' 00" W	11.15	S 89° 15' 00" E	11.15	90° 00' 00"
10	N 89° 15' 00" W	11.15	S 89° 15' 00" E	11.15	90° 00' 00"

EXHIBIT B
AIRLAND GRADING RIGHTS
EASEMENT
SHEET 2 of 2



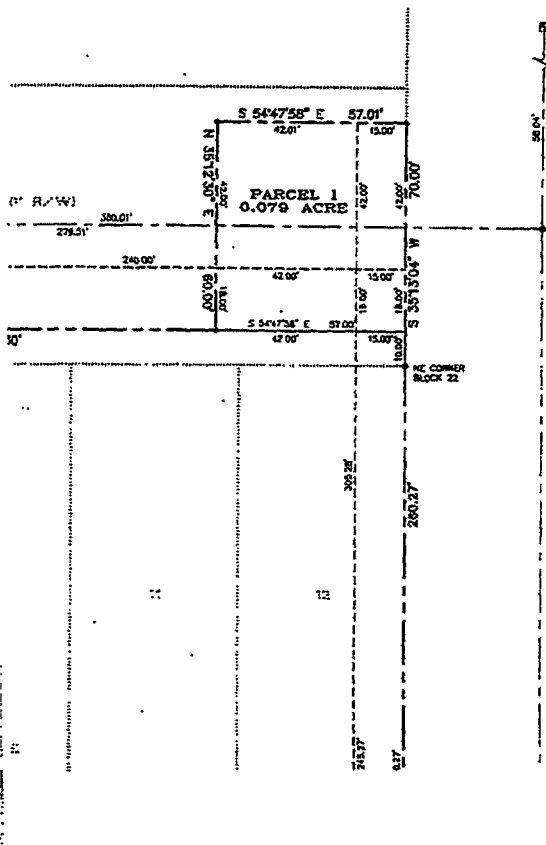
SURVEY FOR BLOCK 22, C.C.D.C.

A PORTION OF VACATED WEST GROVE STREET, VACATED NORTH 8th ST
VACATED ALLEY, ALL OF LOTS 1 THRU 6 AND 8 THRU 12 AND A PORTION
LOT 7 OF BLOCK 22, B.C.O.T.
LYING IN THE NE 1/4, SECTION 10, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO

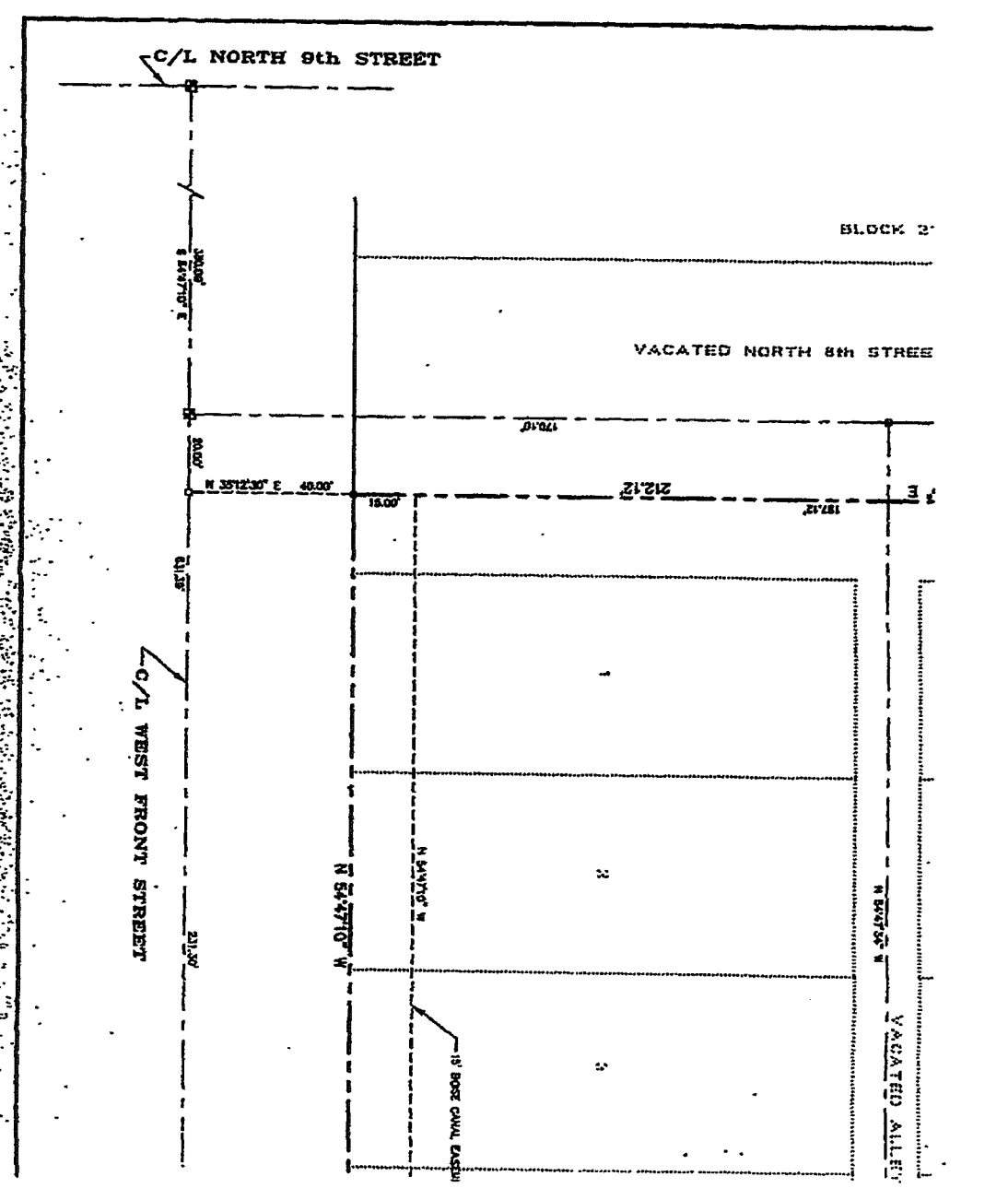


LEGEND

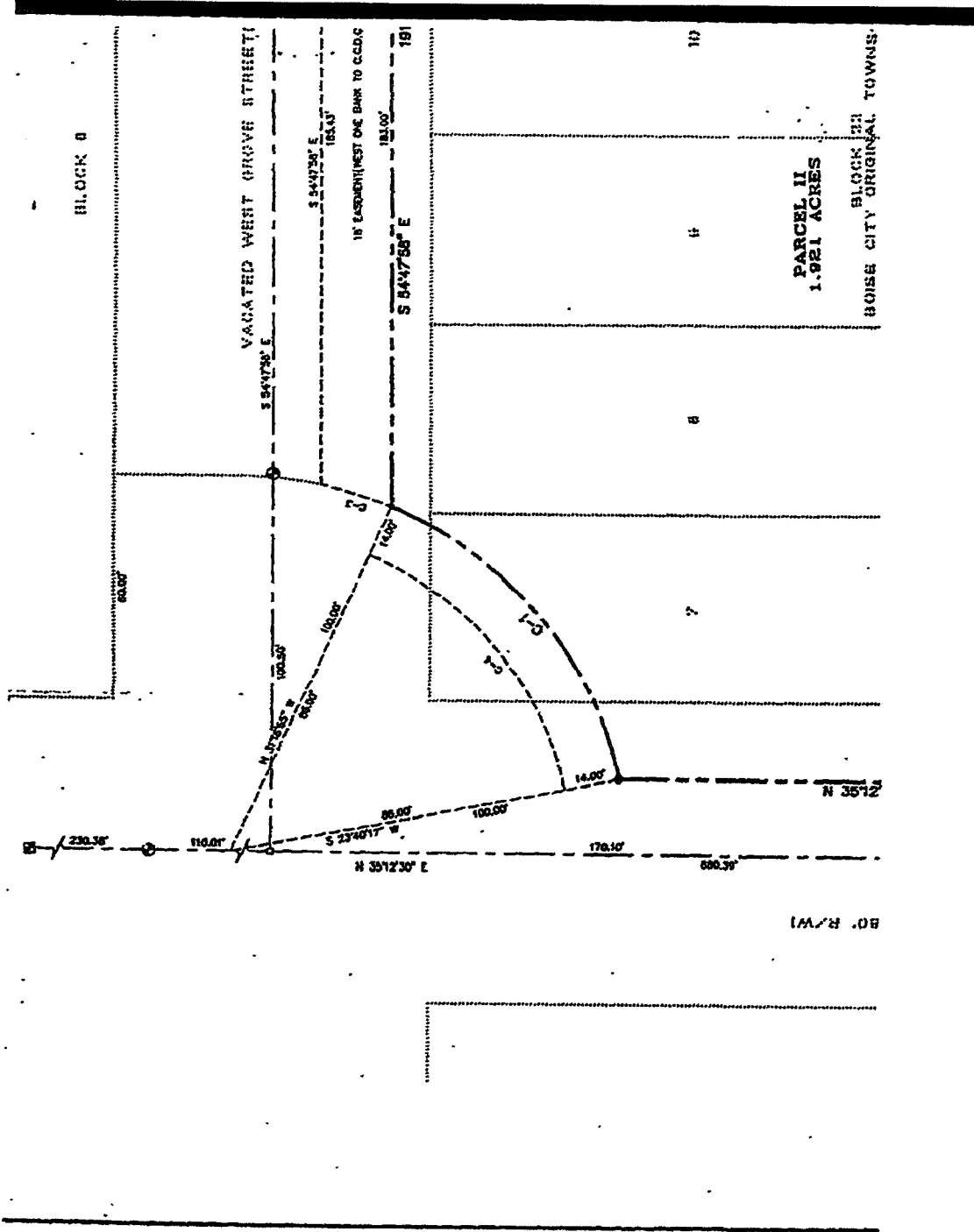
- BOUNDARY LINE
- - - EASEMENT BOUNDARY
- CENTER LINE
- ⊙ FOUND BRASS CAP
- ⊠ FOUND ALUMINUM CAP
- ⊙ FOUND 5/8" IRON PIN
- ⊙ SET 5/8" X 30" IRON PIN w/CAP
- ⊙ FOUND 1/2" IRON PIN
- ⊙ SET 1/2" X 24" IRON PIN w/CAP
- CALCULATED POINT - NOT SET



CAPITOL BOULEVARD(80' R/W)



EASEMENT AGREEMENT - 38
 EXHIBIT A
 2353776_2

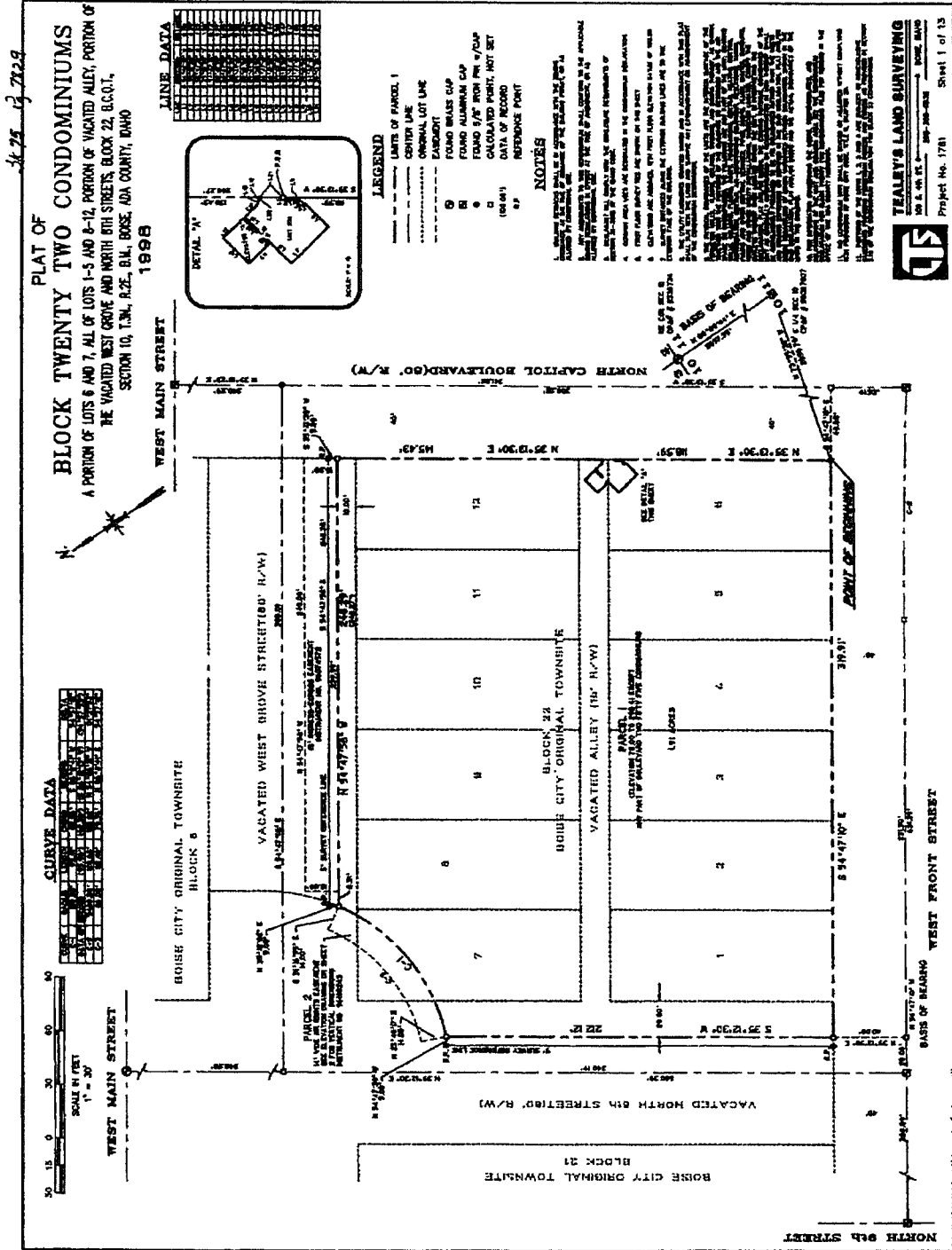


EASEMENT AGREEMENT - 39
 EXHIBIT A
 2353776_2

Client:3273934.15

EXHIBIT A-1

Plat



EASEMENT AGREEMENT - 40

EXHIBIT A-1

2353776_2

Client:3273934.15

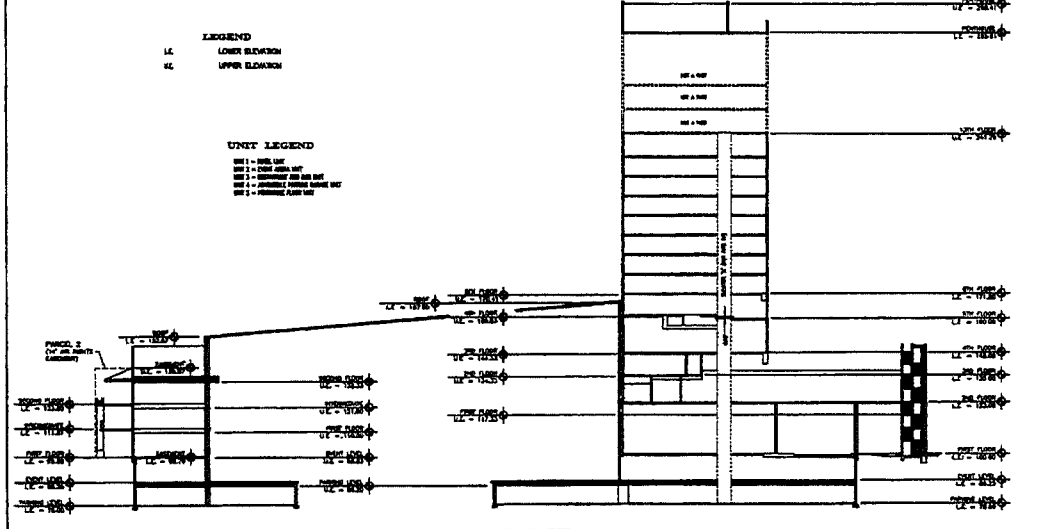
5670 B 2120

PLAT OF
BLOCK TWENTY TWO CONDOMINIUMS
A PORTION OF LOT 7, ALL OF LOTS 1-6 AND 8-12, VACATED ALLEY,
PORTION OF VACATED WEST GROVE AND VACATED 8TH STREETS,
BLOCK 22, B.C.D.T., SECTION 10, T.3N, R.2E, S.4N,
BOISE, ADA COUNTY, IDAHO



LEGEND
LK LOWER ELEVATION
UK UPPER ELEVATION

UNIT LEGEND
UNIT 1 - 1000 SQ. FT.
UNIT 2 - 1200 SQ. FT.
UNIT 3 - 1400 SQ. FT.
UNIT 4 - 1600 SQ. FT.
UNIT 5 - 1800 SQ. FT.



WEST FRONT STREET

TRALEY'S LAND SURVEYING
100 S. 4th St. - BOISE, IDAHO
208-333-8200
JOB No. 1781 SHEET 2 OF 15

EASEMENT AGREEMENT - 41
EXHIBIT A-1
2363776.2

Client:3273934.15

EXHIBIT B

Description of Boise Centre

PARCEL 1

A parcel of land in Block 21, and in vacated Eighth and original Grove Streets, BOISE CITY ORIGINAL TOWNSHIP, according to the official plat thereof, filed in Book 1 of Plats at Page 1 records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of Ninth and Front Streets; thence North $35^{\circ}13'05''$ East 40.07 feet along the centerline of Ninth Street to a point; thence South $54^{\circ}46'55''$ East 40.01 feet to the most Westerly corner of said Block 21; thence North $35^{\circ}13'17''$ East 77.10 feet along the most Westerly boundary of Block 21 to a point and the TRUE POINT OF BEGINNING; thence North $35^{\circ}13'17''$ East 182.91 feet to the most Northerly corner of Block 21; thence North $35^{\circ}12'08''$ East 37.08 feet to a point; thence South $54^{\circ}47'33''$ East 240.89 feet along a line 3.00 feet Southwesterly of and parallel to the centerline of vacated original Grove Street to a point; thence along a curve to the left 26.88 feet, said curve having a radius of 100.00 feet, a central angle of $70^{\circ}58'39''$ and a long chord bearing South $7^{\circ}44'53''$ East 26.88 feet to a point; thence South $35^{\circ}13'17''$ West 95.02 feet along a line 20.00 feet Westerly of and parallel to the centerline of vacated Eighth Street to a point; thence North $54^{\circ}47'33''$ West 299.99 feet to a point; thence along a curve to the right 24.26 feet, said curve having a radius of 100.00 feet, a central angle $80^{\circ}00'53''$ and a long chord bearing North $9^{\circ}47'09''$ West 24.26 feet to the TRUE POINT OF BEGINNING.

Containing 84,001.34 square feet or 1.928 acres, more or less.

PARCEL 2

A parcel of land in vacated original Grove Street between 9th and 8th Streets, BOISE CITY ORIGINAL TOWNSHIP, according to the official plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of 9th Street and Main Street of said BOISE CITY ORIGINAL TOWNSHIP; thence along the centerline of Main Street South $54^{\circ}47'55''$ East, 40.05 feet to a point; thence South $35^{\circ}13'17''$ West, 40.09 feet to the most northerly corner of said Block 9; thence continuing South $35^{\circ}13'17''$ West 260.00 feet along the easterly right-of-way line of 9th Street to the most westerly corner of Block 9; thence continuing South $35^{\circ}13'17''$ West, 13.84 feet to a point; thence South $54^{\circ}47'33''$ East, 130.00 feet along a line 26.25 feet

northeasterly of and parallel to the vacated centerline of Original Grove Street to a point, and the TRUE POINT OF BEGINNING; thence South 35°12'27" West 29.25 feet to a point; thence South 54°47'33" East 70.00 feet along a line 3.00 feet southwesterly of and parallel to the vacated centerline of Original Grove Street to a point; thence North 35°12'27" East 29.25 feet to a point; thence North 54°47'33" West 700.00 feet along a line 26.25 feet northeasterly of and parallel to the vacated centerline of Original Grove Street to the TRUE POINT OF BEGINNING.

This parcel shall consist only of surface and air rights. Elevations above Mean Sea Level for the bottom of the parcel shall be understood to control the elevation of ownership. The top of the concrete wearing surface that will be constructed over a waterproof membrane and roofing slab over the underground parking facility, varying in elevation from 2745.5 to 2746.25, Boise City Datum will define the ownership.

Utility easements penetrating the wearing surface, membrane and basement roofing slab with horizontal extensions to the edge of the parcel shall be provided at locations to be determined in the final design.

Containing 2,047.50 square feet or 0.047 acres, more or less.

EXHIBIT C

Description of Expansion Facilities

Beginning a point which is 20.00 feet S.54°47'55"E. and 40.00 feet S.35°13'45"W. from the monument at West Main Street and North Eighth Street of BOISE CITY ORIGINAL TOWNSITE (said monument being 3092.04 feet N.60°31'39"W. from the East ¼ corner of Section 10, Township 3 North, Range 2 East, Boise Meridian); and running thence S.54°47'55"E. 126.94 feet; thence S.35°11'57"W. 180.23 feet; thence S.54°46'29"E. 23.43 feet; thence S.35°15'06"W. 42.33 feet; thence S.54°44'54"E. 82.73 feet; thence N.35°15'06"E. 11.50 feet; thence S.54°44'54"E. 16.67 feet; thence N.35°15'06"E. 12.83 feet; thence S.54°44'54"E. 29.00 feet; thence S.35°15'06"W. 23.67 feet; thence N.54°44'54"W. 28.17 feet; thence S.35°15'06"W. 46.60 feet; thence S.54°46'00"E. 69.40 feet; thence S.35°13'13"W. 17.44 feet; thence N.54°44'54"W. 159.23 feet; thence S.35°36'42"W. 14.41 feet; thence N.54°47'21"W. 80.73 feet; thence N.35°13'45"E. 10.25 feet; thence northerly 136.79 feet along the arc of a 100.00 feet radius non-tangent curve to the left, (chord bears N.04°02'51"W. 126.37 feet); thence N.35°13'45"E. 192.22 feet to the point of beginning.

The above described part of an entire tract contains 42865 square feet in area or 0.984 acres.

EXHIBIT D
Passageway Depiction

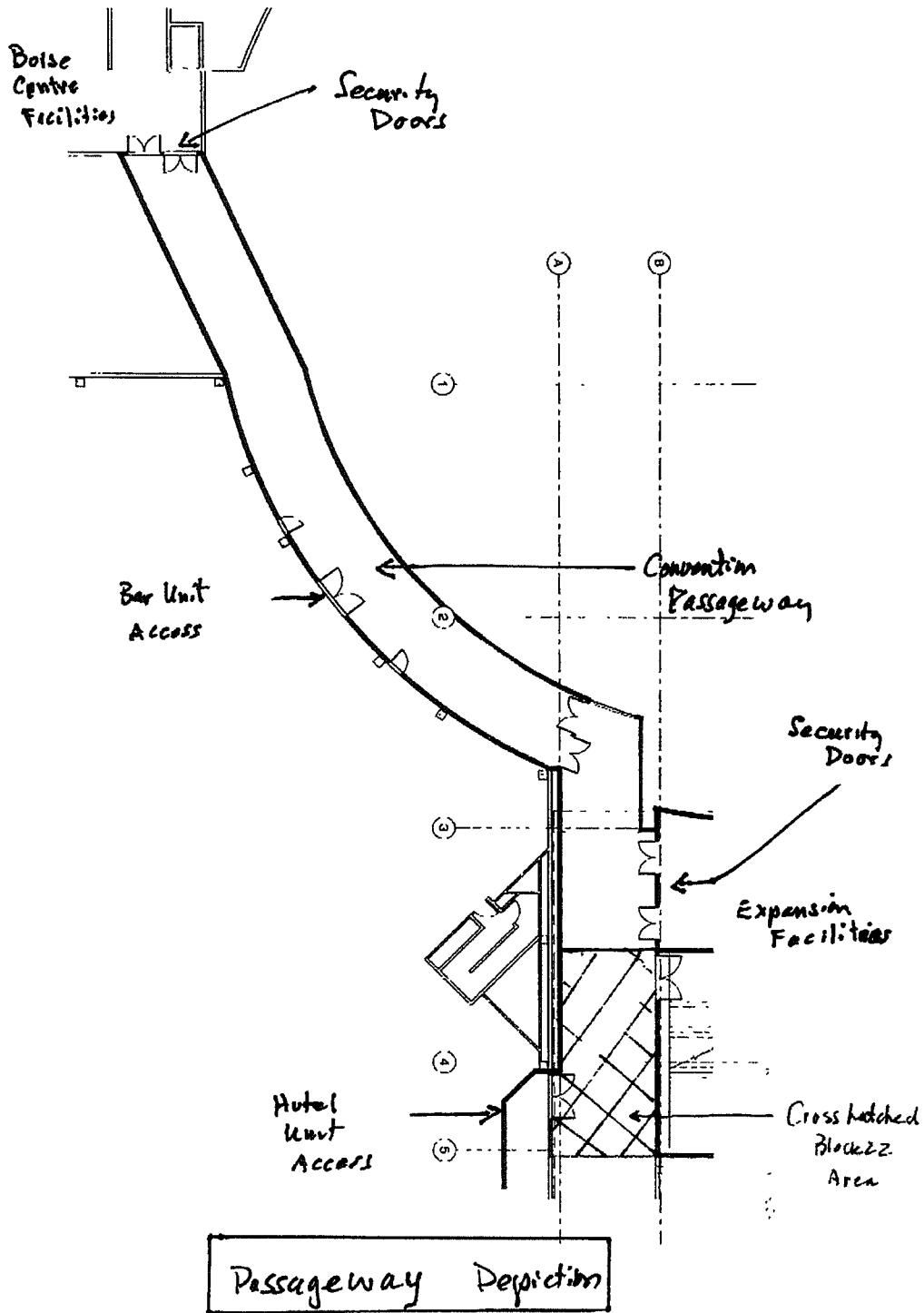


EXHIBIT E

No Advertising Area



EASEMENT AGREEMENT - 46
EXHIBIT E
2353776_2

Client:3273934.15