



**BOARD
OF
COMMISSIONERS
MEETING
December 11, 2023**

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting
Board Room, Fifth Floor, 121 N. 9th Street
December 11, 2023, 12 p.m.

Virtual attendance via live stream available at <https://ccdcboise.com/board-of-commissioners/>

A G E N D A

I. **CALL TO ORDER** Chair Haney Keith

II. **ACTION ITEM: AGENDA CHANGES/ADDITIONS** Chair Haney Keith

III. WORK SESSION

A. ParkBOI Update Zach Piepmeyer/Eric Selekof (20 minutes)

IV. ACTION ITEM: CONSENT AGENDA

A. Expenses

1. Approve Paid Invoice Report for November 2023

B. Minutes and Reports

1. Approve Meeting Minutes for November 13, 2023

C. Other

1. Approve Resolution 1848: 1011 W. Grove St., Marriott AC/Element Hotel. Type 4 Participation Agreement with Pennbridge Lodging.
2. Approve Resolution 1850: Downtown Traffic Box Art. Type 4 Participation Agreement with Boise City Department of Arts & History.

V. ACTION ITEM

A. CONSIDER Resolution 1847: PARCS Procurement Consultant Services. Professional Services Agreement with Kimley-Horn and Associates, Inc. Zach Piepmeyer (10 minutes)

B. CONSIDER Resolution 1851: Block 69 North Workforce Housing Development. Amended and Restated Disposition and Development Agreement with Block 69 North Development LLC
..... Alexandra Monjar (10 minutes)

C. CONSIDER Resolution 1852: Block 68 South Mixed-Use Housing and Mobility Hub Development. Amended and Restated Disposition and Development Agreement with Block 68 South Development LLC
..... Alexandra Monjar (10 minutes)

D. CONSIDER Resolution 1853: 421 N. 10th St. Second Amended and Restated Real Property Exchange Agreement with The Young Men's Christian Association of Boise City, Idaho
..... Alexandra Monjar (10 minutes)

E. CONSIDER Resolution 1849: Eisenman Road Pedestrian Improvements Project, reject all bids and procure construction services on the open market..... Kassi Brown/Kathy Wanner (5 minutes)

F. CONSIDER Designation: Grove Street Interpretive Signage. Type 4 Capital Project Coordination for Public Art with Boise City Department of Arts & History..... Karl Woods/Jennifer Stevens (10 minutes)

VI. ADJOURN

This meeting will be conducted in compliance with the Idaho Open Meetings Law and will allow both in-person and virtual attendance. In addition, consistent with the Center for Disease Control COVID-19 guidelines, people with symptoms, a positive test, or exposure to someone with COVID-19 should stay home or wear a mask. This meeting is being conducted in a location accessible to those with physical disabilities. Participants may request reasonable accommodations, including but not limited to a language interpreter, from CCDC to facilitate their participation in the meeting. For assistance with accommodation, contact CCDC at 121 N 9th St, Suite 501 or (208) 384-4264 (TTY Relay 1-800-377-3529).



II. AGENDA CHANGES/ ADDITIONS



III. WORK SESSION



IV. CONSENT AGENDA



Paid Invoice Report

For the Period: 11/1/2023 through 11/30/2023

Payee	Description	Payment Date	Amount
Debt Service:			
Payroll:			
Total Debt Payments:			-
CCDC Employees	Direct Deposits Net Pay	11/1/2023	45,388.64
EFTPS - IRS	Federal Payroll Taxes	11/1/2023	18,561.98
Idaho State Tax Commission	State Payroll Taxes	11/1/2023	2,923.00
PERSI	Retirement Payment	11/13/2023	21,291.90
CCDC Employees	Direct Deposits Net Pay	11/15/2023	41,534.96
EFTPS - IRS	Federal Payroll Taxes	11/15/2023	17,179.40
Idaho State Tax Commission	State Payroll Taxes	11/15/2023	2,693.00
457(b)	Retirement Payment	11/15/2023	1,430.71
CCDC Employees	Direct Deposits Net Pay	11/29/2023	41,534.96
EFTPS - IRS	Federal Payroll Taxes	11/29/2023	17,179.42
Idaho State Tax Commission	State Payroll Taxes	11/29/2023	2,693.00
457(b)	Retirement Payment	11/29/2023	1,430.71
PERSI	Retirement Payment	11/27/2023	21,291.89
Total Payroll Payments:			235,133.57
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	11/30/2023	3,571,858.28

Total Cash Disbursements: **\$ 3,806,991.85**

I have reviewed and approved all cash disbursements in the month listed above.

Joey Chen

Finance Director

12/5/2023

Date

John Brunelle

Executive Director

12/5/23

Date

Report Criteria:

Summary report type printed

Name	Check Amount	Check Issue Date
A. W. Rehn & Assoc Inc	28.00	11/22/2023
Total A. W. Rehn & Assoc Inc:	28.00	
Abbey Louie LLC	3,000.00	11/22/2023
Total Abbey Louie LLC:	3,000.00	
Ada County	35,005.50	11/22/2023
	57,207.75	11/22/2023
Total Ada County:	92,213.25	
American Fire Protection LLC	200.00	11/22/2023
	200.00	11/22/2023
	200.00	11/22/2023
Total American Fire Protection LLC:	600.00	
Atlas Technical Consultants LLC	1,292.60	11/22/2023
	1,017.00	11/22/2023
	1,301.40	11/22/2023
	603.80	11/22/2023
Total Atlas Technical Consultants LLC:	4,214.80	
AVI Systems	762.50	11/22/2023
	473.75	11/22/2023
	350.00	11/22/2023
Total AVI Systems:	1,586.25	
Blue Cross of Idaho	31,320.16	11/01/2023
Total Blue Cross of Idaho:	31,320.16	
Boise City Utility Billing	9.57	11/27/2023
Total Boise City Utility Billing:	9.57	
Boxcast Inc	41.48	11/22/2023
Total Boxcast Inc:	41.48	
Car Park	147,239.64	11/24/2023
Total Car Park:	147,239.64	
Caselle Inc.	748.00	11/01/2023

Name	Check Amount	Check Issue Date
Total Caselle Inc.:	748.00	
City of Boise	3,716.06	11/22/2023
	592.99	11/22/2023
Total City of Boise:	4,309.05	
Civil Survey Consultants Inc	1,095.00	11/22/2023
Total Civil Survey Consultants Inc:	1,095.00	
Consurco Inc.	111,058.80	11/24/2023
Total Consurco Inc.:	111,058.80	
Crane Alarm Service	145.00	11/22/2023
	25.00	11/22/2023
	1,591.25	11/22/2023
Total Crane Alarm Service:	1,761.25	
CSHQA	1,264.00	11/22/2023
Total CSHQA:	1,264.00	
Elam & Burke P.A.	212.00	11/24/2023
	23,695.05	11/24/2023
	1,590.00	11/24/2023
Total Elam & Burke P.A.:	25,497.05	
Fireman's Fund Insurance Company	7,650.00	11/30/2023
	4,080.00	11/30/2023
Total Fireman's Fund Insurance Company:	11,730.00	
GGLO LLC	6,010.00	11/24/2023
Total GGLO LLC:	6,010.00	
Gilao Consulting LLC	1,700.00	11/22/2023
Total Gilao Consulting LLC:	1,700.00	
Guho Corp.	304,770.83	11/24/2023
Total Guho Corp.:	304,770.83	
Hellmann Construction Co Inc	3,781.00	11/24/2023
	31,950.61	11/24/2023
	1,880.61	11/24/2023

Name	Check Amount	Check Issue Date
Total Hellmann Construction Co Inc:	37,612.22	
Idaho Power	3.51	11/20/2023
	3.51	11/21/2023
Total Idaho Power:	7.02	
Idaho Records Management LLC	45.00	11/22/2023
Total Idaho Records Management LLC:	45.00	
Idaho Site Works LLC	543,956.34	11/22/2023
Total Idaho Site Works LLC:	543,956.34	
KPFF Consulting Engineers	760.00	11/22/2023
Total KPFF Consulting Engineers:	760.00	
McAlvain Construction Inc.	186,427.31	11/24/2023
	95,867.53	11/24/2023
Total McAlvain Construction Inc.:	282,294.84	
McClatchy Company LLC	107.68	11/22/2023
Total McClatchy Company LLC:	107.68	
ParkBOI	4,500.00	11/22/2023
Total ParkBOI:	4,500.00	
Pro Care Landscape Management	225.00	11/22/2023
	80.00	11/22/2023
	1,412.00	11/22/2023
	80.00	11/22/2023
Total Pro Care Landscape Management:	1,797.00	
QRS Consulting LLC	3,660.64	11/22/2023
Total QRS Consulting LLC:	3,660.64	
Rim View LLC	16,178.73	11/01/2023
Total Rim View LLC:	16,178.73	
SB Friedman Development Advisors	845.00	11/22/2023
Total SB Friedman Development Advisors:	845.00	
Scheidt & Bachmann USA Inc.	911.76	11/22/2023

Name	Check Amount	Check Issue Date
Total Scheidt & Bachmann USA Inc.:	911.76	
Security LLC - Plaza 121	14,498.63	11/01/2023
	375.17	11/22/2023
Total Security LLC - Plaza 121:	14,873.80	
Stability Networks Inc.	527.34	11/22/2023
Total Stability Networks Inc.:	527.34	
Syringa Networks LLC	29,899.11	11/24/2023
Total Syringa Networks LLC:	29,899.11	
Terracon Consultants Inc	3,550.00	11/22/2023
Total Terracon Consultants Inc:	3,550.00	
The Land Group Inc.	4,373.10	11/24/2023
	744.50	11/24/2023
	422.50	11/24/2023
	8,980.00	11/24/2023
Total The Land Group Inc.:	14,520.10	
The Potting Shed	65.00	11/22/2023
Total The Potting Shed:	65.00	
Title One Corporation	1,692,928.00	11/01/2023
Total Title One Corporation:	1,692,928.00	
Treasure Valley Coffee Inc	106.00	11/22/2023
Total Treasure Valley Coffee Inc:	106.00	
United Heritage	1,779.75	11/22/2023
Total United Heritage:	1,779.75	
US Bank - Credit Cards	12,547.84	11/10/2023
Total US Bank - Credit Cards:	12,547.84	
USI Insurance Services NW	18,273.00	11/24/2023
Total USI Insurance Services NW:	18,273.00	
Valley Regional Transit	125,196.00	11/24/2023

Name	Check Amount	Check Issue Date
Total Valley Regional Transit:	125,196.00	
Veolia (Suez Water Idaho)	38.15	11/27/2023
	76.38	11/27/2023
	158.44	11/27/2023
Total Veolia (Suez Water Idaho):	272.97	
Veritas Material Consulting	4,036.00	11/24/2023
	2,040.00	11/24/2023
	2,850.00	11/24/2023
Total Veritas Material Consulting:	8,926.00	
Visionkit Studio, LLC	800.00	11/22/2023
Total Visionkit Studio, LLC:	800.00	
Westerberg & Associates	2,000.00	11/22/2023
Total Westerberg & Associates:	2,000.00	
Western States Equipment	1,367.24	11/22/2023
	1,073.82	11/22/2023
Total Western States Equipment:	2,441.06	
Xerox Corporation	278.95	11/22/2023
Total Xerox Corporation:	278.95	
Grand Totals:	3,571,858.28	A

Report Criteria:
Summary report type printed

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Board Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
November 13, 2023

I. CALL TO ORDER:

Chair Haney Keith convened the meeting with a quorum at 12:02 p.m.

Roll Call attendance taken:

Present: Commissioner Drew Alexander, Commissioner Todd Cooper, Commissioner Ryan Erstad, Commissioner Latonia Haney Keith, Commissioner Danielle Hurd, Commissioner Lauren McLean, Commissioner Rob Perez, and Commissioner John Stevens.

Absent: Commissioner Alexis Townsend

Agency staff members present: John Brunelle, Executive Director; Doug Woodruff, Development Director; Joey Chen, Finance & Administration Director; Alexandra Monjar, Project Manager – Property Development; Karl Woods, Senior Project Manager – Capital Improvements; Kathy Wanner, Contracts Manager; Kelly Burrows, Project Manager – Capital Improvements; Zach Piepmeyer, P.E., Parking & Mobility Director; Mary Watson, General Counsel; Sandy Lawrence Executive Assistant; and Agency legal counsel, Meghan Sullivan Conrad.

Greg Matto, ZGF, Associate Principal, attended the meeting virtually.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS

There were no changes or additions made to the agenda.

III. WORK SESSION

A. 521 W. Grove St. Public Space Project Update

Karl Woods, Senior Project Manager – Capital Improvements and Greg Matto, ZGF, Associate Principal, gave a report.

IV. ACTION ITEM: CONSENT AGENDA

A. Expenses

1. Approve Paid Invoice Report October 2023

B. Minutes and Reports

1. Approve Meeting Minutes for October 9, 2023

C. Other

1. Approve Resolution 1841: Housing Affordability Monitoring. Memorandum of Understanding with the City of Boise.
2. Approve Resolution 1842: FY2024 Cooperative Agreement with Valley Regional Transit.

3. Approve Resolution 1845: Employee Manual Update
4. Approve Resolution 1846: Adopting a Health Reimbursement Arrangement (HRA) Plan

Commissioner Hurd made a motion to approve the consent agenda.

Commissioner Perez seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Haney Keith - Aye
Commissioner Hurd - Aye
Commissioner McLean - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye

The motion carried 8 - 0.

V. ACTION ITEM

A. CONSIDER Resolution 1843: 5th & 6th Streets Roadway Improvements, Myrtle Street to Jefferson Street. Ranking for RFQ: Construction Manager/General Contractor (CM/GC)

Zach Piepmeyer, P.E., Parking & Mobility Director and Kathy Wanner, Contracts Manager, gave a report.

Commissioner Cooper moved to adopt Resolution 1843 approving the ranking for the RFQ: CM/GC for the 5th & 6th Streets Roadway Improvements Project and authorizing the Executive Director to negotiate and execute a Construction Manager/General Contractor agreement for the Project.

Commissioner Stevens seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Haney Keith - Aye
Commissioner Hurd - Aye
Commissioner McLean - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye

The motion carried 8 - 0.

B. CONSIDER Resolution 1844: Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street. Ranking for RFQ: Construction Manager/General Contractor (CM/GC)

Zach Piepmeyer, P.E., Parking & Mobility Director and Kathy Wanner, Contracts Manager, gave a report.

Commissioner Erstad moved to adopt Resolution 1844 approving the ranking for the RFQ: CM/GC for the Capitol Boulevard Streetscape Improvements Project and authorizing the Executive Director to negotiate and execute a Construction Manager / General Contractor agreement for the Capitol Boulevard Streetscape Improvements Project.

Commissioner Hurd seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Haney Keith - Aye
Commissioner Hurd - Aye
Commissioner McLean - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye

The motion carried 8 - 0.

C. CONSIDER Block 68 South Mixed Use Residential and Mobility Hub Development. Schematic Design Documentation

Alexandra Monjar, Project Manager – Property Development, gave a report.

Commissioner Perez moved to approve the Block 68 South Mixed-Use Housing and Mobility Hub Development Schematic Design Documentation, subject to certain conditions, as described in the Agency Findings and Recommendation and direct agency staff to set forth the agency boards position in writing with the additional recommendation that the project design elements address the original elevated design considerations, per Section 4 Project Priorities, III. Urban Development and Architectural Design of the Request for Proposal, Block 68 Catalytic Redevelopment Project, dated May 17, 2021.

Commissioner McLean left the meeting at 12:56pm, prior to the vote on Action Item C.

Commissioner Erstad recused himself from discussion and the vote on this agenda item [due to timing of Design Review Commission's consideration of this project.]

Commissioner Stevens seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Abstain
Commissioner Haney Keith - Aye
Commissioner Hurd - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye

The motion carried 6 - 0 - 1.

D. CONSIDER Block 69 North Workforce Housing Development. Revised Schematic Design and Unit Documentation

Alexandra Monjar, Project Manager – Property Development, gave a report.

Commissioner Perez moved to approve the Block 69 North Workforce Housing Development Unit Documentation and Schematic Design Documentation, subject to certain conditions, as described in the Agency Findings and Recommendation report and direct Agency staff to set forth the Agency Board's position in writing and to include the additional recommendation that the project architectural elements address the original consideration for the elevated design, pursuant to Section 4 Project Priorities, III. Urban Development and Architectural Design of the Request for Proposal, Block 68 Catalytic Redevelopment Project, dated May 17, 2021.

Commissioner Cooper seconded the motion.

Commissioner Erstad recused himself from discussion and the vote on this agenda item [due to timing of Design Review Commission's consideration of this project.]

Roll Call:

Commissioner Alexander - Aye

Commissioner Cooper - Aye

Commissioner Erstad - Abstain

Commissioner Haney Keith - Aye

Commissioner Hurd - Aye

Commissioner Perez - Aye

Commissioner Stevens - Aye

The motion carried 6 - 0 - 1.

VI. MEETING ADJOURNMENT

There being no further business to come before the Board, a motion was made by Commissioner Cooper to adjourn the meeting. Commissioner Perez seconded the motion.

The meeting was adjourned at 1:41 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 11th DAY OF DECEMBER 2023.

Latonia Haney Keith, Chair

John Stevens, Vice Chair



AGENDA BILL

Agenda Subject: Approve Resolution 1848: 1011 W. Grove St., Marriott AC/Element Hotel. Type 4 Participation Agreement with Pennbridge Lodging.		Date: December 11, 2023
Staff Contact: Amy Fimbel, Project Manager	Attachments: 1) Resolution 1848 2) Type 4 Agreement	
Action Requested: Adopt Resolution 1848 approving the Type 4 Participation Agreement with Pennbridge BL19, LLC and authorizing the Executive Director to execute the agreement.		

Background:

The Marriott AC/Element Hotel is a planned 15-story dual-branded hotel with 296 rooms and ground floor office space. The project infills a half city block of surface parking in the River-Myrtle / Old Boise District (RMOB) and is bounded by 10th, Grove, and 11th Streets. The project developer is Pennbridge Lodging, a hotel developer and manager with offices in the Treasure Valley and manage a portfolio of hotels across the mountain west, including here in Boise.

The Marriott AC/Element Hotel's estimated total development cost is \$120 million. The first floor will consist of a lobby area, guest parking, and approximately 3,000 square feet of office leased separate from hotel operations. Structured parking, with 252 stalls, comprise floors two through four with hotel rooms and amenities on the upper 11 floors. Notable amenities include two banquet halls and a rooftop bar to support additional events.

Construction of major public utility work has already begun in coordination with two adjacent CCDC-led street improvement projects currently underway—Linen Blocks on Grove Street and Rebuild 11th Street Blocks. These Agency-led capital projects are enhancing Grove and 11th streets as multi-modal corridors with raised protected bike lanes, upgraded streetscapes, roadway reconstruction, and added placemaking and public space elements. Coordination between these three projects was identified as an opportunity to realize efficiencies in both projects and reduce impacts of construction on the public.

Type 4 Agreement:

Type 4 participation coordinates CCDC-initiated Capital Improvement Plan (CIP) activities with construction activities of private development, such as the Marriott AC/Element Hotel. This partnership creates construction efficiencies for both projects. With the construction of the Linen Blocks on Grove Street and Rebuild 11th Street Blocks already underway, the developer accelerated the schedule of the installation of their utilities to avoid damaging improvements, minimize rework, and limit road closures.

This scope of work to be built by Pennbridge includes new or expanded water, sewer, and gas lines, and undergrounded power and fiber lines. The total estimated eligible expense for all work being undertaken by the developer is \$565,897, which has been set as the not-to-exceed amount. Type 4 projects are eligible for reimbursement of up to 100 percent of public improvement costs, with a not-to-exceed amount based on the project's budget programmed in the adopted Five-Year Capital Improvements Plan (CIP). The Agency has adequate resources programmed for this

project, with an anticipated reimbursement date in FY2024. Reimbursement will be made upon the completion and acceptance of the public utility improvements, receipt of documentation of substantial progress of the project itself, and confirmation of all cost documentation requirements.

Project Summary & Timeline:

- 1011 W Grove St
- 296-room hotel with 3,000 square feet ground floor office space
- \$120M Total Development Cost
- \$526,044 submitted Eligible Expenses
- Expanded or new water, sewer, gas, fiber, and power lines
- October 2022 – Design Review Approval
- February 2023 – Applied for Participation
- March 2023 – Type 4 Designation
- **TODAY – Type 4 Approval**
- Summer 2024 – Public utility construction complete and CCDC reimburses approved expenses

Fiscal Notes:

The project has a final do-not-exceed amount in the Type 4 Participation Agreement of \$565,897. The FY2024-2028 Five-Year CIP has adequate resources programmed in FY2024.

Staff Recommendation:

Adopt Resolution 1848.

Suggested Motion:

I move to adopt Resolution 1848 approving the Type 4 Participation Agreement with Pennbridge BL19, LLC and authorizing the Executive Director to execute the agreement.

RESOLUTION NO. 1848

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT BETWEEN THE AGENCY AND PENNBRIDGE BL19, LLC, AN IDAHO LIMITED LIABILITY COMPANY, FOR SPECIFIED PUBLIC IMPROVEMENTS; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the "River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle-Old Boise Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project and Renamed River Myrtle-Old Boise Urban Renewal Project ("First Amendment to the River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, the Agency Board has adopted the Participation Program Policy wherein the Agency can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area; and,

WHEREAS, the Participation Program Policy includes the Type 4 Capital Improvement Program under which the Agency initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities and/or other public agencies; and,

WHEREAS, Pennbridge BL19, LLC, owns or controls real property, to wit: two (2) parcels of land recorded as Parcels R1013001543 and R1013001563 with the Office of the Ada County Recorder and addressed as 1011 W. Grove Street, Boise, Idaho and 1005 W. Grove Street, Boise, Idaho, upon which it plans to construct a 15-story dual-branded hotel with 296 rooms and ground floor office space (the "Project"); and,

WHEREAS, as a part of the Project, Pennbridge BL19, LLC, will construct certain public improvements including new or expanded water, sewer, and gas lines, and undergrounded power and fiber lines (the "Public Improvements"), all of which are located in the River Myrtle-Old Boise Urban Renewal District as defined by the River Myrtle-Old Boise Plan and will contribute to enhancing and revitalizing the River Myrtle-Old Boise Urban Renewal District; and,

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 4 Capital Improvement Reimbursement Agreement with Pennbridge BL19, LLC, whereby Pennbridge BL19, LLC will construct the Public Improvements and the Agency will reimburse Pennbridge BL19, LLC for constructing the Public Improvements as specified in the Agreement; and,

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 4 Capital Improvement Reimbursement Agreement with Pennbridge BL19, LLC; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Agreement and to authorize the Agency Executive Director to execute same.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Type 4 Capital Improvement Reimbursement Agreement with Pennbridge BL19, LLC, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Type 4 Capital Improvement Reimbursement Agreement with Pennbridge BL19, LLC, and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the December 11, 2023, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on December 11, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
John Stevens, Vice Chair



TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

This TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as Capital City Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, chapter 29, title 50, Idaho Code (collectively the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho ("CCDC"), and PENNBRIDGE BL19, LLC, an Idaho limited liability company ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and each individually as a "Party."

RECITALS

A. The CCDC Board of Commissioners has adopted the Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area. The Participation Program Policy includes the Type 4 Capital Improvement Program (the "Participation Program") under which CCDC uses agency funds to initiate capital improvement projects which may be coordinated through a joint effort with private entities or other public agencies.

B. Participant owns or controls certain real property, to wit: two (2) parcels of land recorded as Parcels R1013001543 and R1013001563 with the Office of the Ada County Recorder and addressed as 1011 W. Grove Street, Boise, Idaho and 1005 W. Grove Street, Boise, Idaho ("Project Site"), which are more accurately described and depicted on attached **Exhibit A**. Participant plans to construct on the Project Site a 15-story dual-branded hotel with 296 rooms and ground floor office space (collectively, the "Project") depicted on attached **Exhibit B**.

C. The Project is located in the River Myrtle-Old Boise Urban Renewal District ("RMOB District") as defined by the Urban Renewal Plan for the River Myrtle-Old Boise Economic Development District Project Area (the "RMOB Plan"). The Plan terminates September 30, 2025. The Project will contribute to enhancing and revitalizing the RMOB District.

D. In 2020, CCDC began developing plans to improve public infrastructure including stormwater system upgrades, pavement rehabilitation, raised bike lanes, and enhanced streetscapes through its own Capital Improvement Projects known as "Linen Blocks on Grove Street" and "Rebuild 11th Street" (the "CCDC CIP Improvements").

E. As part of the Project, Participant is constructing public improvements, which includes upgrading water mains, sewer, gas, power and fiber lines (the "Public Improvements"), all of which meet CCDC's eligibility criteria for reimbursement in accordance with the Participation

Program. The Public Improvements are more accurately depicted on the Public Improvement Plans in attached **Exhibit C**.

F. The Participant accelerated the schedule of the installation of the Public Improvements to avoid damaging the CCDC CIP Improvements, which include rebuilding the roadways on W. Grove Street and N. 11th Street. This coordination improved the public utility infrastructure along this block while minimizing rework and additional road closures.

G. CCDC has in place a Participation Program which includes the Type 4 Capital Improvement Program under which CCDC initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities and/or other public agencies.

H. CCDC has determined that it is in the public interest to enter into the Agreement with Participant, whereby Participant will construct the Public Improvements and CCDC will reimburse Participant for the cost of the work performed by Participant's contractor as detailed in this Agreement to achieve the objectives set forth in the Plan and in accordance with CCDC's Participation Program.

I. At its public meeting on March 13, 2023, the CCDC Board of Commissioners designated the Project as eligible for Type 4 Capital Improvement Reimbursement and directed that CCDC negotiate a final Type 4 agreement with Participant, providing for CCDC to reimburse Participant for Eligible Expenses, for future Board approval.

J. Subject to the terms and conditions as set forth in this Agreement, CCDC agrees to reimburse Participant for the construction of Public Improvements, the cost estimates for which are attached on **Exhibit D** ("Eligible Expenses").

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Effective Date; Term.** The "Effective Date" of this Agreement shall be the date on which this Agreement was signed by the last of the Parties to execute it. The Agreement Term shall commence on the Effective Date and shall continue until either: 1) all obligations of each Party are complete; or 2) September 30, 2024, whichever comes first. Participant must reach Completion of the Public Improvements and demonstrate significant Progress of Construction of the Project by May 30, 2024. A one-hundred-eighty (180) day extension to these deadlines may be granted upon written approval by CCDC. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section 10 below, terminate this Agreement without penalty.

The Parties hereto expressly acknowledge and understand the RMOB District terminates September 30, 2025, and that CCDC cannot and will not extend any obligations of this Agreement beyond this termination date.

"Completion" shall mean that the Participant has received acceptance of the Public Improvements from the City of Boise/from Approving Agencies/or received Certificate of Completion. Significant

Progress of Construction of the Project shall be shown by providing the following documentation, (the "Completion Documentation") to CCDC:

- a. Copy of approved City of Boise Building Permit and ACHD ROW Permit for the Project.
- b. Evidence of Project Financing: Reliable estimates for developing the Project and copy of loan commitment(s) demonstrating developer has adequate funds to complete the Project.
- c. Copy of Notice to Proceed Letter from Participant to Contractor.
- d. Copy of site demolition plan and specifications section showing the preservation and protection of existing conditions, specifically including the CCDC CIP Improvements.

2. **Construction of the Public Improvements.** Participant agrees to construct the Public Improvements consistent with the following:

The Public Improvements shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.

- a. Participant shall obtain all necessary approvals, permits, or agreements required by City and the Ada County Highway District ("ACHD"), Idaho Transportation Department, and other governmental entities having approval authority for the Public Improvements ("Approving Entities"). Participant shall keep CCDC advised of the approval process of the Approving Entities and advise Agency immediately if any action of Approving Entities shall affect the scope and purpose of the Agreement. The Public Improvements shall be designed, constructed, and installed in compliance with the requirements of the Approving Entities.
- b. Once the CCDC CIP Improvements are complete, Participant will take care not to damage any such improvements. As used herein, it is understood that damage to the improvements means being broken in any way or appearing to be in a condition that is less than new. Participant is required to use protective coverings to ensure against damage. Participant shall repair any damage incurred at its sole expense without reimbursement from CCDC.

The Parties agree that the Public Improvements are depicted on **Exhibit C**, with cost details described on **Exhibit D**. Any other public improvements that are constructed by Participant as part of the Participant's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in Section 7 of this Agreement.

3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Public Improvements. The reimbursement payment to Participant by CCDC shall be made pursuant to Section 8. CCDC acknowledges that the Eligible Expenses attached as **Exhibit D** is an estimate by Participant's general contractor and that actual total costs, as well as each line item of cost for the Public Improvements, may be more or less than is shown. Participant acknowledges CCDC will not reimburse Participant for an amount greater than the

Eligible Expenses, even if the actual cost is greater than the Eligible Expenses.

4. **Review of Construction Plans.** Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Public Improvements identified in **Exhibit C** (collectively the "Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. For purposes of this Section 4, Participant shall be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its general contractor solicits or solicited competitive bids for the Public Improvements and such work is not performed by an affiliate or subsidiary of Participant.

5. **Notification of Completion; Inspection.** Upon completion of construction and submittal of the Completion Documentation, Participant shall notify CCDC in writing and request a final construction inspection and a meeting with CCDC to determine if the Public Improvements meet the requirements of this Agreement. Following a satisfactory inspection by CCDC, CCDC shall provide Participant with written confirmation that the Public Improvements have been completed in compliance with this Agreement.

6. **Determining Actual Eligible Costs.** Upon Approving Agencies acceptance of the Public Improvements, Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this Agreement. Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Public Improvements is complete and shall include:

- a. Schedule of Values that includes line items for the Eligible Expenses approved by CCDC for reimbursement so they are identifiable separate from other line items ("Schedule of Values").
- b. Invoices marked as paid from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials, and a percentage estimate of how much installed material was used for the Public Improvements in comparison to the amount used for the remainder of the Project.
- c. Explanation of any significant deviation between the Eligible Expenses in **Exhibit D**, and the actual costs in the Cost Documentation as requested by CCDC.
- d. Additional documentation or clarifications may be required and requested by CCDC.
- e. The Participant attests that all requested reimbursement expenses are for Eligible Expenses within the public right-of-way.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs and the total costs are commercially reasonable and consistent with the Eligible Expenses provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may,

in its discretion, elect to terminate its payment obligations under this Agreement after providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, CCDC may terminate its payment obligations under this Agreement.

Within fifteen (15) days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the "Actual Eligible Costs" to be reimbursed. CCDC shall determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in the Eligible Expenses in **Exhibit D**. PARTICIPANT ACKNOWLEDGES CCDC WILL NOT REIMBURSE PARTICIPANT FOR AN AMOUNT GREATER THAN THE TOTAL ESTIMATED ELIGIBLE EXPENSES DESCRIBED IN **EXHIBIT D**.

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) days with a revised amount for the Actual Eligible Costs or notify Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS DISCRETION, to be exercised in a commercially reasonable manner. Provided, any dispute over the Actual Eligible Costs is subject to Section 25, herein.

7. **CCDC's Reimbursement Payment Amount.** In accordance with the Participation Program, and subject to the conditions set forth in Section 8, CCDC agrees to reimburse Participant Actual Eligible Costs not to exceed FIVE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED NINETY-SEVEN AND 00/100 (\$565,897.00). Actual Eligible Costs do not include soft costs (e.g., architectural and engineering design, permits, traffic control, and mobilization). The payment for this Type 4 Agreement will be made as a one-time reimbursement.

8. **Reimbursement Schedule; Conditions Precedent to CCDC's Reimbursement Obligation.** CCDC agrees to reimburse Participant in the amount as determined in compliance with Section 6, no later than forty-five (45) days after completion of all of the following:

- a. Approving Entities recognize the completion of, and find acceptable, the Public Improvements.
- b. CCDC provides written confirmation to Participant that the Public Improvements have been completed in compliance with this Agreement and has approved the Cost Documentation.
- c. Submittal and acceptance of Completion Documentation to CCDC.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of CCDC's reimbursement obligation.

9. **Subordination of Reimbursement Obligations.** The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the

30th District or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available Agency revenues for all Districts and may be subject to consent and approval by CCDC Lenders.

10. **Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement; unless such Party, prior to expiration of said 45-day period (ten-days in the event of failure to pay money), has rectified the particulars specified in said notice of default. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.
- e. In the event Participant defaults under this Agreement, CCDC (the non-defaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, Agency's obligation for payment may be deemed extinguished by Agency in its discretion. In addition, if Agency funds shall have been paid, Participant shall reimburse Agency for any such funds Participant received.

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

12. **No Joint Venture or Partnership.** CCDC and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and Participant a joint venture or partners.

13. **Successors and Assignment.** This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party

only with the written approval of CCDC, at CCDC's sole discretion which cannot be reasonably denied.

14. **Notices and Receipt.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to Participant: Jared Smith, President
 PENNBRIDGE BL19, LLC
 1015 S. Bridgeway Place, Suite 150
 Eagle, Idaho 83616
 jss@pennbridge.com

With a copy to: PENNBRIDGE BL19, LLC
 PO Box 1327
 Eagle, Idaho 83616-1327

If to CCDC: John Brunelle, Executive Director
 Capital City Development Corporation
 121 N. 9th Street, Suite 501
 Boise, Idaho 83702

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following:

- a. date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- b. date of actual receipt of the notice or other document by the person or entity specified above; or
- c. in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 1. date of the attempted delivery or refusal to accept delivery,
 2. date of the postmark on the return receipt, or
 3. date of receipt of notice of refusal or notice of non-delivery by the sending Party.

15. **Applicable Law/Attorney Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

16. **Inspection of Books and Records.** CCDC has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Public Improvements. No inspection by CCDC shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to CCDC by Participant. Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of CCDC, the Parties acknowledge that the Participant's documents, records, plans, and information in any form related to the Project or Public Improvements shall be confidential unless and until such documents are provided to CCDC, and then CCDC shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

17. **Indemnification.** Participant shall indemnify, defend, and hold CCDC and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees by reason of any of the following occurrences:

- a. Any work done in, on, or about the Site, including the Public Improvements or work related to the Public Improvements; or
- b. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or any part thereof; or
- c. Any negligent or intentional act or omission on the part of Participant or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
- d. Any accident, injury, or damage to any person or property occurring in, on, or about the Site or any part thereof; or
- e. any failure on the part of Participant to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part; or
- f. Funding, by Agency, of the Public Improvements.

In case any claim, action, or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC, shall, at Participant's expense, resist or defend such claim, action, or proceeding. Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees.

18. **Insurance Requirements.** Participant shall, or through its contractor, agents, representatives, employees or subcontractors, at its sole cost, obtain and maintain in force for the duration of the construction of the improvements to the Project Site as part of the Participant's Project, insurance of the following types, with limits not less than those set forth below and in a

form acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees, or subcontractors:

- a. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC, including its respective affiliates, and City as additional insureds.
- b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
- c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.
- d. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Participant hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Participant's Project or the Public Improvements.
- e. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.
- f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by CCDC. The fact that Participant has obtained the insurance required in this Section shall in no manner lessen or affect Participant's other obligations or liabilities set forth in this Agreement.

19. **Antidiscrimination During Construction.** Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, Participant will not discriminate against any person

on the basis of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by CCDC, in whole or in part.

20. **Anti-Boycott Against Israel Certification.** In accordance with Idaho Code Section 67-2346, Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

21. **Certification Regarding Government of China.** In accordance with Idaho Code Section 67-2359, Participant, by entering into this Agreement, hereby certifies that it is not currently owned or operated by the government of China and will not, for the duration of the contract, be owned or operated by the government of China.

22. **Maintenance.** Participant shall maintain or arrange for the maintenance of the Public Improvements as may be required by the Boise City Code or the Ada County Highway District. Participant's obligations, as set forth in this Section 20 shall survive the termination of this Agreement. Participant acknowledges and agrees CCDC has no obligations to maintain the improvements constructed as part of the Public Improvements or any other maintenance obligations under this Agreement.

23. **Promotion of Project.** Participant agrees CCDC may promote the Public Improvements and CCDC's involvement with the Public Improvements. Such promotion includes reasonable signage at the Project Site notifying the public of CCDC's involvement with the Public Improvements.

24. **Warranty.** Participant warrants that the materials and workmanship employed in the construction of the Public Improvements are of good quality and conform to generally accepted standards within the construction industry. Provided, nothing herein shall limit the time within which CCDC may bring an action against Participant on account of Participant's failure to otherwise construct such improvements in accordance with this Agreement. All construction shall be warranted for two (2) years from the date of substantial completion, and Participant acknowledges that it will be liable for any breach of this warranty. This warranty shall survive the termination or expiration of this Agreement.

25. **Dispute Resolution.** In the event that a dispute arises between CCDC and Participant regarding the application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within forty-five (45) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within forty-five (45) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

26. **Entire Agreement, Waivers, and Amendments.** This Agreement, including Exhibits A through D, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and

conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of CCDC and Participant.

27. **Amendments to this Agreement.** CCDC and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to CCDC, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the Parties.

Exhibit A	Legal Description and Project Site Map
Exhibit B	Project Depiction and Renderings
Exhibit C	Public Improvement Plans
Exhibit D	Estimate of Eligible Expenses

End of Agreement | *Signatures appear on the following page.*

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective as first indicated above.

FOR CCDC:

By: _____
John Brunelle, Executive Director

Date: _____

Approved as to form:

CCDC Budget Info / For Office Use	
Fund	302 / RMOB
Account	7001
Contract Term	September 30, 2024

Mary Watson, General Counsel


Date: _____

FOR PARTICIPANT:

PENNBRIDGE BL19, LLC

an Idaho limited liability company

By: Pennbridge Lodging Corp, its Manager

By:  _____
Jared Smith
Its President

Date: Nov 30, 2023

Exhibits

- A: Project Site Map
- B: Project Depiction & Renderings
- C: Public Improvements Plan
- D: Schedule of Eligible Expenses

Exhibit A: Legal Description and Project Site Map

[Exhibit appears on the following page.]

June 27, 2023
Project No. 22-037
Parcel A
Legal Description

A parcel of land being all of Lots 7, 8, 9, 10, 11 and 12 in Block 19 of Boise City Original Townsite, according to the plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho and together with the north half of the alley lying within said block as vacated by Instrument recorded under No. 8247510, records of Ada County, Idaho and all being situated in the Northwest 1/4 of Section 10, Township 3 North, Range 2 East, B.M., City of Boise, Ada County, Idaho and being more particularly described as follows:

Commencing a found brass cap marking the centerline intersection of W. Grove St. and S. 10th St., which bears $S54^{\circ}47'06''E$ a distance of 380.08 feet from a 5/8-inch rebar marking the centerline intersection of W. Grove St. and S. 11th St., thence $S80^{\circ}13'23''W$ a distance of 56.58 feet to a 5/8-inch rebar marking the northeast corner of said Block 19 and being the **POINT OF BEGINNING**.

Thence following the easterly line of said Block 19 (westerly right-of-way line of S. 10th St.), $S35^{\circ}13'51''W$ a distance of 130.05 feet to a 5/8-inch rebar on the centerline of said alley;
Thence leaving said easterly line and following said centerline, $N54^{\circ}47'41''W$ a distance of 300.10 feet to a 5/8-inch rebar on the westerly line of said Block 19 (easterly right-of-way line of S. 11th St.);
Thence leaving said centerline and following said westerly line, $N35^{\circ}14'21''E$ a distance of 130.10 feet to a 5/8-inch rebar marking the northwest corner of said Block 19;
Thence leaving said westerly line and following the northerly line of said Block 19 (southerly right-of-way line of W. Grove St.), $S54^{\circ}47'06''E$ a distance of 300.09 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 39,035 square feet (0.90 acres), more or less.



Exhibit B: Project Depiction and Renderings

[Exhibit appears on the following page.]



Exhibit C: Public Improvement Plans

[Exhibit appears on the following page.]

LEGEND

P

W

8"

G

FO

1. POWER LINE

2. WATER LINE

3. SEWER LINE

4. NATURAL GAS LINE

5. FIBER LINE

6. ASPHALT SAWCUT/PATCHBACK AREA

REVISIONS	
NO.	DATE

BOISE DUAL BRAND

1011 GROVE STREET, BOISE, IDAHO

PUBLIC IMPROVEMENTS PLAN

km

ENGINEERING

5725 NORTH DISCOVERY WAY

BOISE, IDAHO 83713

PHONE (208) 639-6939

kmengllp.com

DESIGN BY:

DRAWN BY:

CHECKED BY:

DATE: 12-1-23

PROJECT: 22-037

SHEET NO.

1 OF 1

Exhibit D: Estimate of Eligible Expenses

[Exhibit appears on the following page.]

CCDC Participation Program Type 2 Eligible Expenses Application Form Actual Eligible Costs To Be Determined by CCDC		
<i>Project Name: 1011 W Grove St - Marriott AC/Element Hotel - Type 4</i>	<i>Plan Date: November 29, 2023</i>	<i>By: Pennbridge Lodging</i>
ALL SCOPE MUST BE 1) LOCATED ON PUBLIC IMPROVEMENT PERMIT AND 2) IN THE PUBLIC RIGHT OF WAY		
CCDC Participation Program Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC		
INFRASTRUCTURE & UTILITIES: (In right-of-way)		
TOTAL COST		
UTILITIES:		
1 Power line (new/relocation/extension)		173,382
2 Water line (new/relocation/extension)		221,514
3 Sewer line (new/relocation/extension)		13,908
4 Natural gas line (new/relocation/extension)		61,449
5 Fiber line (new/relocation/extension)		76,840
STREET:		
6 Asphalt patchwork & curb/gutter prep		18,804
TOTAL ELIGIBLE COSTS:		565,897
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.		



AGENDA BILL

Agenda Subject: Approve Resolution 1850: Downtown Traffic Box Art. Type 4 Participation Agreement with Boise City Department of Arts & History		Date: December 11, 2023
Staff Contact: Karl Woods Senior Project Manager	Attachments: 1) Resolution 1850 which includes the Contribution Agreement	
Action Requested: Adopt Resolution 1850 approving the Downtown Traffic Box Art Type 4 Participation Agreement with Boise City Arts & History		

Background:

The highly successful Traffic Box Art program is one of the City of Boise's most beloved public art installations. The installations are not intended to be permanent, and some of the traffic box wraps have reached the end of their useful lifespan and need to be replaced. Boise City Department of Arts & History has requested funding to re-wrap the boxes that are in need of replacement.

Each traffic box art wrap costs \$2,500. There are 17 traffic box wraps in the Westside District which need replacement for a total cost of \$42,500. There are 15 in the River Myrtle Old Boise District which need replacement for a total cost of \$37,500.

The replacement wraps Westside will be completed in FY26 and the wraps in River Myrtle Old Boise will be completed in FY24.

The CCDC Board designated the project as eligible for Capital Project Coordination Assistance and directed the Agency to negotiate a final Type 4 Capital Improvement Contribution Agreement ("Agreement") on October 9, 2023. The final Agreement has been negotiated and is scheduled for approval by Boise City Council on December 12, 2023.

The Agreement sets forth the Agency's commitment to reimburse Boise City Arts & History the actual cost—not to exceed \$80,000—for Traffic Box Art. This commitment reflects CCDC's continued recognition of the importance and value of Public Art.

Fiscal Notes:

Funding for the reimbursement is included in the Agency's budget.

Staff Recommendation:

Staff recommends approval of Resolution 1850.

Suggested Motion:

I move to adopt Resolution 1850 approving the Downtown Traffic Box Art Type 4 Participation Agreement with Boise City Arts & History

ATTACHMENT 1
RESOLUTION 1850

RESOLUTION NO. 1850

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE FOR TRAFFIC BOX ART WRAPS IN DOWNTOWN BOISE; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the City Council of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the "River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle-Old Boise Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project and Renamed River Myrtle-Old Boise Urban Renewal Project ("First Amendment to the River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the Westside Downtown Urban Renewal Plan (the "Westside Plan"), and following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan Westside Downtown Urban Renewal Project ("First Amendment to the Westside Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance 45-20 on December 1, 2020, annexing two (2) geographical areas adjacent and contiguous to the northern boundary of the Westside Project Area into the existing revenue allocation area and making certain findings; and,

WHEREAS, the Agency Board of Commissioners has adopted the Participation Program Policy wherein the Agency can assist private and public development projects by funding improvements that benefit the public and are located on public property, in the public rights-of-way, or a permanent public easement area; and,

WHEREAS, the Participation Program Policy includes the Type 4 Capital Improvement Program under which the Agency can use funds to collaborate with other public agencies on public improvements in order to achieve the objectives desired by the Parties; and,

WHEREAS, the City has identified seventeen (17) traffic box public art installations ("Traffic Box Art Wraps") in in the Westside District and fifteen (15) Traffic Box Art Wraps in the River Myrtle-Old Boise District in need of replacement; and

WHEREAS, The City, through its Department of Arts & History, has requested certain funding assistance to replace the Traffic Box Art Wraps (the "Public Improvements"); and,

WHEREAS, the Agency funds public improvements in Boise's urban renewal districts as an economic development tool to attract people and businesses to those districts; and,

WHEREAS, at its public meeting on October 9, 2023, the Agency Board of Commissioners designated the Project through its Participation Program; and,

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 4 Capital Improvement Reimbursement Agreement with the City whereby the City will construct the Public Improvements and the Agency will reimburse the City for said expenses as outlined in the Type 4 Agreement; and,

WHEREAS, the Agency Board finds it in the public interest and deems it appropriate to approve the Type 4 Capital Improvement Reimbursement Agreement with the City of Boise and to authorize the Agency Executive Director to execute same.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Type 4 Capital Improvement Reimbursement Agreement with the City of Boise, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Type 4 Capital Improvement Reimbursement Agreement with the City of Boise and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that any conditions precedent to such actions have been met; and further, any necessary technical corrections to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the December 11, 2023, Agency Board meeting; and further, the Agency is authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on December 11, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST: By: _____
Latonia Haney Keith, Chair

By: _____
John Stevens, Vice Chair



TYPE 4 PARTICIPATION AGREEMENT - CAPITAL IMPROVEMENT REIMBURSEMENT

PUBLIC ART: TRAFFIC BOX ART WRAPS

This TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as Capital City Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, chapter 29, title 50, Idaho Code (collectively the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho ("CCDC"), and THE CITY OF BOISE CITY, IDAHO, an Idaho municipal corporation ("the City"). CCDC and the City may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

WHEREAS, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties; and

WHEREAS, having partnered in prior years, CCDC and the City now wish to memorialize their collaboration for public art in downtown Boise; and

WHEREAS, CCDC funds public art in its urban renewal districts as an economic development tool to attract people and businesses to those districts; and

WHEREAS, the City manages public art projects on behalf of CCDC; and

WHEREAS, the City has identified seventeen (17) traffic box public art installations ("Traffic Box Art Wraps") in in the Westside District and fifteen (15) Traffic Box Art Wraps in the River Myrtle-Old Boise District in need of replacement; and

WHEREAS, CCDC has budgeted sufficient Agency funds for replacement of the thirty-two (32) Traffic Box Art Wraps in the Districts; and

WHEREAS, CCDC and the City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Contribution Agreement whereby the Parties agree they will collaborate in order to achieve the objectives desired by the Parties, all in accordance with CCDC's Participation Program.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to memorialize the Parties' agreement concerning the financial contributions for the replacement of multiple Traffic Box Art Wraps at specific downtown locations.

2. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.

3. **Term.** This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) September 30, 2026, whichever comes first.

4. **Traffic Box Art Wrap Locations.** The Parties have identified thirty-two (32) specific locations where existing Traffic Box Art Wrap installations are in need of removal and replacement:

- fifteen (15) Traffic Box Art Wraps in the River Myrtle-Old Boise District, to be replaced before September 30, 2024.
- seventeen (17) Traffic Box Art Wraps in the Westside District, to be replaced before September 30, 2026.

The locations of the Traffic Box Art Wraps are described and depicted on the attached Exhibit A.

5. **Payment Obligation.** The total amount paid by CCDC to the City for the Traffic Box Art Wraps replaced under this Agreement (the "Payment Obligation") shall not exceed EIGHTY THOUSAND DOLLARS (\$80,000.00).

6. **Reimbursement.** CCDC shall reimburse the City after project-related expenses are incurred and documented and upon sufficiently detailed invoicing having been received by CCDC from the City an amount not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) for each Traffic Box Art Wrap installed under the terms of this Agreement. As understood by the Parties, the reimbursement totals contemplated are THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500.00) in Fiscal Year 2024 for installations in the River Myrtle-Old Boise District and FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500) in Fiscal Year 2026 for installations in the Westside District. After installation, billing, and reimbursement of the thirty-two (32) new Traffic Box Art Wraps CCDC shall have no further financial obligation or maintenance responsibility under this Agreement.

7. **Project Management; Project Updates.** The City shall be responsible for managing all aspects of selection, installation, and maintenance of the Traffic Box Art Wraps under this Agreement. The City shall be responsible for receipt and review of invoices from, as

well as disbursement of payments for each wrap. The City will provide periodic reports to CCDC staff on the progress of the wrap replacement.

8. Subordination of Reimbursement Obligations. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC funds.

9. Maintenance After Installation. The City shall maintain or arrange to maintain the Traffic Box Art Wraps funded by this Agreement at its own expense. City's obligations, as set forth in this Section shall survive the termination of this Agreement. The City acknowledges and agrees CCDC has no obligations to maintain the Traffic Box Art Wraps installed as part of this Agreement or any other maintenance obligations under this Agreement.

10. Promotion of Project. The City shall recognize CCDC as a funding partner in any publicity, signage, reports, or documentation related to the art installations. Either Party may promote the Traffic Box Art Wrap and involvement in this Agreement, including information posted on websites and social media. Any promotion by the Parties must include credit to the artist including the artist's name and title of the work.

11. Warranty. The City warrants that the Traffic Box Art Wraps themselves and all workmanship employed in the replacement will be of the highest quality and free from defects in materials and workmanship, including inherent vice. "Inherent vice" refers to the quality within the material or materials which comprise the Work which, either alone or in combination with other materials used in the Work or reacting to the environment, results in the tendency of the Work to destroy itself. Such warranty shall extend for a period of one (1) year after art wrap installation. In the event the City hires a fabricator, the City shall require that any contract entered into between itself and the fabricator and any installer will include these same warranty provisions. CCDC understands and agrees that the Traffic Box Art Wraps installed under this Agreement are to be placed in the public right-of-way where the City's use is subject to the authority of Ada County Highway District ("ACHD") to redesign, relocate, reconstruct, maintain, and improve. Consequently, it shall not be deemed a breach of this Warranty or Default of this Agreement if any Traffic Box Art Wrap(s) are damaged, modified, relocated, or otherwise disposed of due to the actions of ACHD.

12. Ownership. CCDC makes no claim now or in the future to any ownership, including any intellectual property rights, of the art portrayed in the Traffic Box Art Wraps installed under this Agreement.

13. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages

incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.

14. No Joint Venture or Partnership. CCDC and the City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and the City a joint venture or partners.

15. Successors and Assignment. This Agreement is not assignable except that the City may assign the City's rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval may be granted or denied in CCDC's sole discretion.

16. Applicable Law; Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

17. Notices and Receipt. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to CCDC: Karl Woods, Project Manager
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
kwoods@ccdcb Boise.com

With a copy to: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
jbrunelle@ccdcb Boise.com

If to Boise City: Stephanie Johnson, Public Art Program Manager
Boise City Department of Arts and History
P.O. Box 500
Boise, Idaho 83701-0500
sjohnson@cityofboise.org
artsandhistory@cityofboise.org

With a copy to: Boise City Attorney's Office
Attn: Tyler Powers, Deputy City Attorney
P.O. Box 500
Boise, Idaho 83701-0500
tpowers@cityofboise.org

18. Indemnification. The following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:

- a. The City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by the City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any other protection afforded to the City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.
- b. CCDC shall protect, defend, indemnify, and hold harmless the City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of the City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections of the Idaho Tort Claims Act.

19. Insurance Requirements. Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph.

20. Antidiscrimination. The City, for itself and its successors and assigns, agrees that in all aspects provided for in this Agreement it will not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status.

21. Entire Agreement; Waivers. This Agreement, including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties for the subject matter herein. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties

with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and the City.

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

23. Amendments to this Agreement. CCDC and the City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.

End of Agreement | *Signatures appear on the following page.*

IN WITNESS WHEREOF, an authorized representative of each Party, intending to be bound by this Agreement, executed this Agreement on the date last written below.

FOR CCDC:

By: _____
John Brunelle, Executive Director

Date: _____

Approved as to form:

Mary Watson, General Counsel

Date: _____

CCDC Budget Info / For Office Use	
Accounts:	
RMOB	302-6800
WESTSIDE	303-6800
Activity Code:	22009
PO#	240011
Contract Term	September 30, 2026

FOR BOISE CITY:

By: _____
Lauren McLean, Mayor

Date: _____

Approved as to form:

Tyler Powers, Deputy City Attorney

Date: _____

ATTEST:

Lynda Lowry, *Ex-Officio* City Clerk

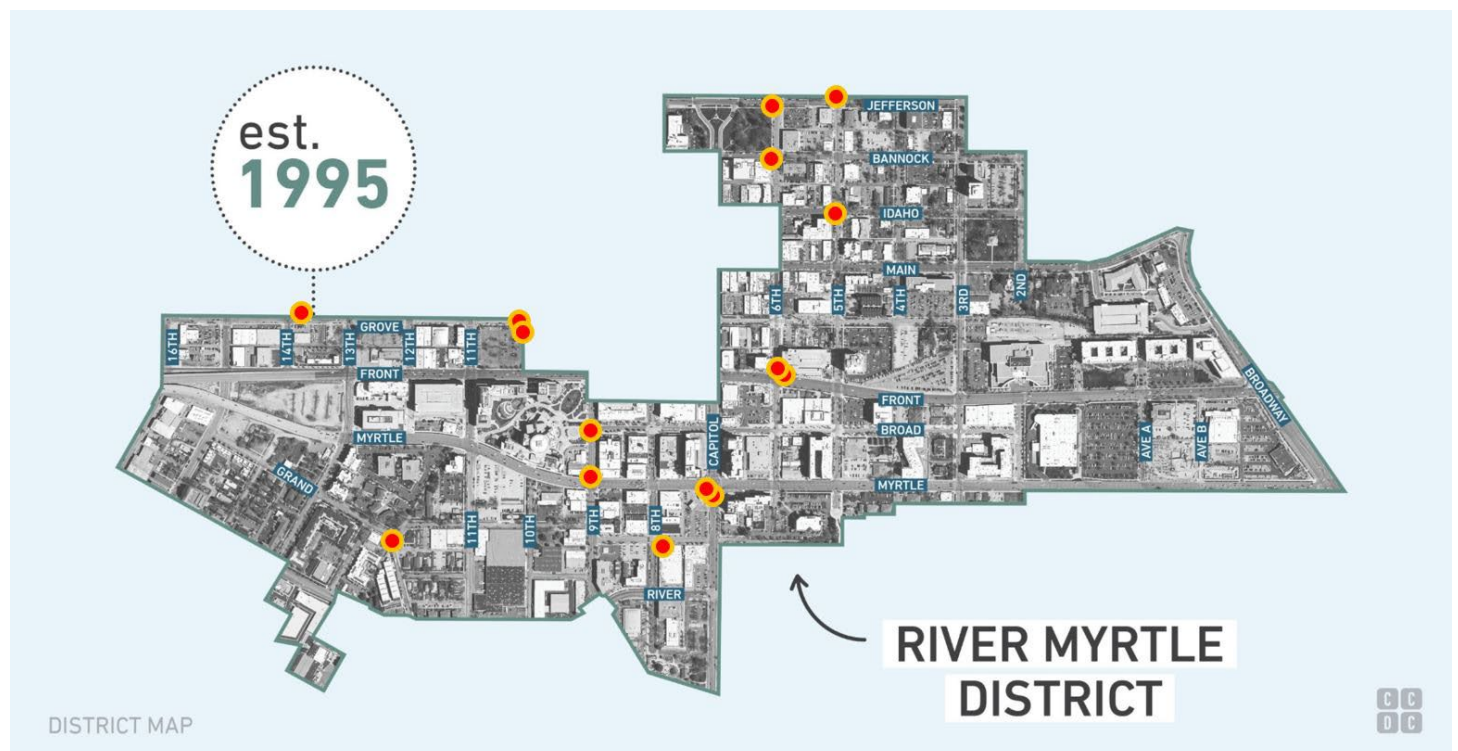
Date: _____

EXHIBITS

- A: Map depicting the Traffic Box Art Wrap Replacement locations and City of Boise Memo, dated August 30, 2023.

EXHIBIT A

Map depicting the Traffic Box Art Wrap Replacement locations





DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Doug Woodruff, Development Director, CCDC
FROM: Jennifer Stevens, City of Boise
CC: Karl Woods, CCDC
DATE: 8/30/2023
RE: Traffic Box Funding Request, River Myrtle District & Westside District

TRAFFIC BOX ART PROGRAM

The Traffic Box Art program is one of the City of Boise's most successful and visible public art installations. However, the installations are not intended to be permanent, and some of the wraps are failing and need to be replaced. This request is for funding to re-wrap the boxes that require it. Each traffic box art wrap costs \$2500, and the city is requesting \$80,000 to replace those in need.

Westside District

There is a total of 55 traffic boxes in the Westside District, and 17 are in need of repair/maintenance/re-wrapping. This work will be completed by the end of FY26.

Timeline:

Cost: $\$2500 \times 17 = \$42,500$

River-Myrtle District

There is a total of 53 traffic box wraps in the River-Myrtle District, 15 of which are in need of re-wrapping. The total cost is estimated to be \$37,500. This work will be completed by the end of FY24.

Timeline:

Cost: $\$2500 \times 15 = \$37,500$



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V. ACTION ITEMS



AGENDA BILL

Agenda Subject: Resolution 1847 approving a Professional Services Agreement with Kimley-Horn and Associates, Inc. for PARCS Procurement Consultant Services		Date: December 11, 2023
Staff Contact: Zach Piepmeyer, P.E., Parking & Mobility Director	Attachments: <div>1. Resolution 1847</div> <div>2. Professional Services Agreement with Kimley-Horn and Associates, Inc.</div>	
Action Requested: Adopt Resolution 1847 approving a Professional Services Agreement with Kimley-Horn and Associates, Inc. for PARCS Procurement Consultant Services.		

Background

A Parking Access and Revenue Control System (PARCS) includes all software and hardware necessary to manage and control parking facility access, record transactions and collect revenue for a public parking system like ParkBOI. PARCS includes the gate hardware, signage, vehicle detection, card/ticket readers, vehicle counter displays, and ticket dispensers at vehicle entrances. It also includes the pay-on-foot kiosks located in garage vestibules, software that manages the various in-garage elements, and—in the case of the current ParkBOI system—on-site servers to store all system information.

The current PARCS within the ParkBOI system consists of two separate equipment types: five of the six ParkBOI garages include Scheidt & Bachmann equipment, procured and installed in 2014. The sixth and newest garage includes Amano PARCS equipment installed in 2018. While both types of PARCS equipment have provided basic functionality for the Agency, the Operator and the general public, much of the equipment is approaching the end of its useful life (10 years) and should be replaced with more modern, reliable, and efficient equipment that offers better functionality for all users.

State-of-the-art PARCS technologies provide operational enhancements that offer a high-level of customer service and parking management operations. Current PARCS trends include systems to implement a gated facility with automatic access for registered users (i.e. employees or other monthly pass holders) via License Plate Recognition (LPR) and ticketed or LPR entry for non-registered users. Non-registered users can utilize contactless mobile pay and pay-on-foot technology but often have the opportunity to receive validation in the form of a scannable barcode or QR code on a mobile device. Credit Card Pay-In-Lane options can be made available as a

back-up option for those who forget to pay before exiting and modern systems accept digital wallet payment methods (e.g. Apple Pay). Modern PARCS will be cloud-based, with options to customize user reports via data dashboard with real-time entry/exit/occupancy data feed.

The Agency anticipates a future Request for Proposals (RFP) for a third-party vendor to procure and install new PARCS equipment later in 2024. In preparation for that RFP, the Agency is engaging a consultant through this PARCS Procurement Consulting Services project to review and evaluate current PARCS equipment in the ParkBOI facilities, identify feasible new equipment options, recommend a preferred technology for the ParkBOI system, assist in preparing bid specifications for the RFP, evaluate vendor proposals and assist with equipment installation and testing.

Request for Qualifications

The Agency advertised a Request for Qualifications (RFQ) for PARCS Consultant Services on this project on August 28, 2023 and conducted a Pre-Submittal Meeting on September 7, 2023. Statements of Qualifications were due on September 21, 2023. The Agency received submittals from three firms:

- Desman
- Walker Consultants
- Kimley-Horn and Associates, Inc.

A four-person evaluation panel consisting of Agency and Operator staff reviewed and ranked the proposals, as follows:

Ranking	Firm	Total Points (400 Possible)
1	Kimley-Horn and Associates, Inc.	351
2	Walker Consultants	269
3	Desman	258

The Professional Services Agreement (“Agreement”) includes consultant services up through selection of a preferred PARCS vendor via RFP. Once a PARCS vendor is selected through the RFP process, an amendment to the Agreement will be prepared to cover testing and acceptance of the proposed PARCS system.

Fiscal Notes

The Agreement approves the not-to-exceed amount of \$107,056 for PARCS Procurement Consultant Services. The approved FY2024 budget includes sufficient funding for this Agreement.

Note the above cost is for PARCS Procurement Consultant Services only and does not include procurement of the new PARCS equipment.

Staff Recommendation

Adopt Resolution 1847 approving the Professional Services Agreement with Kimley-Horn and Associates, Inc. for PARCS Procurement Consultant Services.

Suggested Motion:

I move to adopt Resolution 1847 approving the Professional Services Agreement with Kimley-Horn and Associates, Inc. for PARCS Procurement Consultant Services.

RESOLUTION NO. 1847

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING KIMLEY-HORN AND ASSOCIATES, INC. AS THE BEST QUALIFIED CONSULTANT TO CONDUCT CONSULTANT SERVICES INCLUDED IN THE PARCS PROCUREMENT CONSULTING SERVICES PROJECT REQUEST FOR QUALIFICATIONS SOLICITED ON AUGUST 28, 2023; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE PARCS PROCUREMENT CONSULTING SERVICES; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE RESOLUTION INCLUDING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the Agency is empowered by the Law, among other things, to construct off-street parking facilities, to finance the construction, operation, and maintenance of such facilities, and to enter into agreements necessary or convenient to the exercise of such powers; and,

WHEREAS, the Act and the Downtown Urban Renewal Plans provide for the Agency to retain and engage technical experts, professional services, and planning services; and,

WHEREAS, the Agency complies with various provisions of the Idaho Code as may be applicable to the Agency for the selection of services; and,

WHEREAS, as a matter of fairness and transparency, the Agency has, by policy, provided for certain competitive selection processes for professional consulting and planning services retained by the Agency; and,

WHEREAS, the Agency owns and operates the ParkBOI public parking system ("ParkBOI") which includes six (6) parking garages with 3,154 spaces, in part as a significant investment in implementing the Downtown Urban Renewal Plans and providing for economic growth in downtown Boise; and,

WHEREAS, on August 12, 2013 the Board of Commissioners approved Resolution 1327 approving the procurement and installation of the current Parking Access Revenue Control System ("PARCS"); and

WHEREAS, the Agency regards ParkBOI as an important asset which requires updating the functionality of the PARCS system to ensure a high-level of customer service and parking management operations; and,

WHEREAS, the Agency has the need for professional expertise to assist with the procurement of the new PARCS system for ParkBOI; and,

WHEREAS, the Agency issued a Request for Qualifications for the PARCS Procurement Consulting Services ("RFQ") on August 28, 2023, and published requisite notice of the RFQ on August 28 and September 4, 2023, in the *Idaho Statesman* newspaper; and,

WHEREAS, as a result of the RFQ, the Agency received three (3) Statements of Qualifications ("SOQ") by the published deadline of 3:00 p.m. on September 21, 2023: Desman, Inc.; Kimley-Horn and Associates, Inc.; and Walker Associates (collectively, the "Respondents"); and, ,

WHEREAS, the Agency convened an evaluation panel of representatives from the Agency and the Agency's parking management company to review the Respondents' SOQs; and,

WHEREAS, the evaluation panel has recommended the selection of Kimley-Horn and Associates, Inc. to conduct the consultant services included in the RFQ; and,

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve the evaluation panel's selection of Kimley-Horn and Associates, Inc. and to authorize the Agency Executive Director to negotiate and enter into a professional services agreement with Kimley-Horn and Associates, Inc. for PARCS Procurement Consultant Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Agency Board selects Kimley-Horn and Associates, Inc. as the consultant team to conduct the PARCS Procurement Consultant Services, based on the examination of the proposals by the Evaluation Panel and its recommendation to the Agency Board.

Section 3: That the Agency Executive Director is hereby authorized to negotiate and enter into a Professional Services Agreement with Kimley-Horn and Associates, Inc for an amount not to exceed \$107,056 to supply the services as stated in the November 28, 2023 proposal received by the Agency from Kimley-Horn and Associates, Inc., which proposal is attached to this resolution as Exhibit A and incorporated herein by this reference.

Section 4: That the Agency Executive Director is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Professional Services Agreement, including the expenditure of funds, subject to representations by the Agency Staff and Agency legal counsel that all conditions precedent to such actions have been met; and authorizing any necessary technical corrections to the Agreement or other documents are acceptable upon advice from Agency's legal counsel that said changes are consistent with the

provisions of the Agreement and the comments and discussions received at the December 11, 2023, Agency Board meeting.

Section 5: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on December 11, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
John Stevens, Vice Chair



KIMLEY-HORN AND ASSOCIATES, INC.

**PROFESSIONAL SERVICES AGREEMENT
PARCS PROCUREMENT CONSULTANT SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of Boise City, also known as Capital City Development Corporation, 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, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code ("CCDC"), and Kimley-Horn and Associates, Inc., a North Carolina corporation ("CONSULTANT"). CCDC and CONSULTANT may hereinafter collectively be referred to as the "Parties" and individually as a "Party."

RECITALS

- A. CCDC has an ongoing need for nonexclusive consultant services related to the procurement of PARCS equipment for the ParkBOI garages.
- B. CCDC issued a request for qualifications for the PARCS Procurement Consultant Services Project which closed on September 21, 2023. The statements of qualifications received by the due date were evaluated, scored and ranked by a four-person panel. CCDC Executive Director selected the top ranked CONSULTANT to provide the services.
- C. CONSULTANT is specially trained, experienced, and competent to perform such services and has agreed to provide such services under the terms and conditions described herein.
- D. CCDC desires to retain CONSULTANT to provide non-exclusive professional services. As a public agency, CCDC reserves all rights to seek services from other consultants through any procedure deemed to be in the best interests of CCDC and in compliance with any applicable law, rule, or regulation.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. SCOPE OF SERVICES. Upon execution of this Agreement, CONSULTANT shall perform and furnish to CCDC all services as described in **Exhibit A**, ("Scope of Services" or "Scope"), incorporated herein by this reference, together with any amendments that may be agreed to in writing by the Parties.

Key Project Dates

Notice to Proceed	December 11, 2023 (Board Approval)
Task 2 – Assessment of Existing Facilities	April 1, 2024
Task 3 – Best Practices & Recommendations	April 1, 2024
Task 4 – Proposed PARCS Specifications	September 1, 2024

2. EFFECTIVE DATE. The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.

3. TERM OF AGREEMENT. This Agreement shall begin on the Effective Date and shall continue until: 1.) completion of services; or 2.) December 31, 2024. At CCDC's sole discretion an extension may be granted.

4. NOTICE TO PROCEED. Services to be performed under this Agreement shall commence upon CCDC issuing a written notice to proceed. The written notice to proceed may be transmitted by U.S. Mail, courier, E-Mail or Fax. The receipt of the fully executed agreement is considered a written notice to proceed.

5. PAYMENT.

- (a) Amount and Method of Payment. CCDC agrees to pay CONSULTANT for the Scope of Services performed under this Agreement an amount not to exceed **ONE HUNDRED SEVEN THOUSAND FIFTY-SIX DOLLARS (\$107,056)**, based on the lump sum rates and reimbursables as described in Exhibit A. Payment for reimbursables shall be included in the not to exceed amount.
- (b) Reimbursable Expenses. Reimbursable expenses may include general out-of-pocket expenses, such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses and the like, and shall be billed to CCDC at the actual cost to CONSULTANT with no mark-up.
- (c) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for this Agreement. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment must be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.
- (d) Invoices. Invoices shall be submitted to CCDC at the address for Notification listed herein or by email to accounting@ccdcb Boise.com. Each invoice shall be in a

format acceptable to CCDC and shall specify charges as they relate to the tasks of the Agreement and shall include the assigned purchase order number, **PO# 240023**. Each invoice also shall specify current billing and previous payments, with a total of costs incurred and payments made to date.

- (f) Payment of Invoices. All invoices shall be paid by CCDC within thirty (30) days of receipt of invoice, subject to Correction of Deficiencies, herein set forth, and Termination provisions set forth below. Disputes of any invoiced amounts must be sent to CONSULTANT in writing within five (5) business days of billing.

6. CONSULTANT RESPONSIBILITIES. CONSULTANT assumes all responsibility for production and delivery of all materials and services detailed in this Agreement, whether or not the CONSULTANT is the manufacturer or producer of the materials or services. CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services specified in the Agreement. Further, CONSULTANT will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of items selected.

7. CONSULTANT WARRANTY. CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary to perform the services under this Agreement. CONSULTANT warrants that its services under this Agreement shall be performed in a professional manner consistent with the professional skill and care ordinarily provided by parking professionals practicing in the same or similar locality under the same or similar circumstances. In the event of nonconformity, to the extent the professional standard of care for professionals has not been met, and without limitation upon any other remedy, CCDC shall have no financial obligation in regard to the nonconforming goods or services. This right is not to the exclusion of any other right that CCDC has in law or equity. Without limiting the foregoing, CONSULTANT recognizes its obligation to work with CCDC to correct any errors resulting from its negligence.

8. CONSULTANT RELIANCE. CONSULTANT shall be entitled to rely on the accuracy and completeness of any information furnished by CCDC, except in such circumstances that CONSULTANT should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by consultants practicing under the same or similar circumstances, know the information to be incorrect, unreliable or incomplete. CONSULTANT shall provide prompt notice to CCDC if CONSULTANT becomes aware of any errors, omissions, or inconsistencies in such information.

9. CORRECTING DEFICIENCIES. If a service or work product subject to a specific invoice does not meet the requirements of this Agreement as CCDC may reasonably determine, CCDC shall notify CONSULTANT in writing and identify specific deficiencies in the service or work product that do not meet the requirements. CONSULTANT shall have ten (10) business days to correct or modify the service or work product to comply with the requirements of the Agreement as set forth in the CCDC's written notice. If CCDC again reasonably determines the services or work product fails to meet the requirements, CCDC may withhold payment until deficiencies have been corrected to CCDC's reasonable satisfaction or may terminate this Agreement for cause as set forth in this Agreement.

10. RIGHT OF CONTROL. CCDC agrees that it will have no right to control or direct the details, manner, or means by which CONSULTANT accomplishes the results of the services performed hereunder. CONSULTANT has no obligation to work any particular hours or days or

any particular number of hours or days. CONSULTANT agrees, however, that its other contracts and services shall not interfere with the performance of the services outlined by this Agreement. CCDC agrees to coordinate project schedules, respective commencements, and deadlines with CONSULTANT as needed.

11. PROPRIETARY RIGHTS. All documents, reports, and any other data developed by CONSULTANT for CCDC in the performance of this Agreement, whether finished or not finished, shall become the property of CCDC, shall be forwarded to CCDC at its request, and may be used by CCDC as it sees fit. CCDC agrees that if it uses products prepared by CONSULTANT for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold CONSULTANT harmless therefrom.

12. CONFIDENTIALITY. The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information and, without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: a.) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); b.) is under the obligation to be disclosed pursuant to the applicable laws or regulations or orders of the court or other government authorities; or c.) is required to be disclosed by any Party to its own officers, board members, legal counsels, or financial advisors regarding the transaction contemplated hereunder, provided that such officers, board members, legal counsels, or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

13. RELATIONSHIP OF PARTIES. CONSULTANT is an independent contractor and is not an officer, employee, servant, or agent of CCDC. CCDC shall determine the services and work products to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the services and work projects specified by CCDC. This Agreement shall not be construed to create any employer-employee relationship between CCDC and CONSULTANT. CONSULTANT shall not be entitled to any benefits provided by CCDC to employees.

14. FEDERAL, STATE, AND LOCAL PAYROLL TAXES. Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by CCDC on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

15. DISCRIMINATION PROHIBITED. In performing the services required by this Agreement, CONSULTANT shall not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by CCDC, in whole or in part, and may result in ineligibility to perform additional services for CCDC.

16. ACCESS TO RECORDS AND AUDITS. CONSULTANT shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Upon request, such records shall be available for review by CCDC representatives for three (3) years after final payment.

17. SUBCONSULTANTS. CONSULTANT may propose the use of subconsultants ("SUBCONSULTANTS") for performance of a particular aspect of the services. CCDC shall have the right to approve the use of SUBCONSULTANTS and the amount and method of SUBCONSULTANTS' compensation prior to commencement of any services by SUBCONSULTANTS, and such approval shall be in writing. CCDC shall also determine whether the selection of SUBCONSULTANTS should be made through any required selection process or through a selection process CCDC deems in its best interest. CCDC shall have the right to approve any change in the use of SUBCONSULTANTS. Such changes in SUBCONSULTANTS shall be approved by CCDC in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by CCDC in writing. CCDC shall have no liability to SUBCONSULTANTS and CONSULTANT shall be responsible for services performed or work product produced by the SUBCONSULTANTS and payment to SUBCONSULTANTS.

18. COORDINATION WITH OTHER CONSULTANTS. CONSULTANT recognizes that CCDC has or may enter into agreements with other consultants. Upon request, CONSULTANT agrees to coordinate with and work in conjunction with other Consultants when the need arises.

19. INDEMNIFICATION. CONSULTANT agrees to indemnify and hold harmless CCDC and its officers, agents, and employees from and against all claims, losses, actions, or judgments for damages or injury to persons or property, including attorney fees, to the extent arising from any negligent or tortious acts or omissions of CONSULTANT, its employees, or subconsultants.

20. INSURANCE. Prior to commencing services under this Agreement, CONSULTANT shall obtain at its sole cost and expense, and thereafter maintain for the term of this Agreement, at least the minimum insurance coverages set forth below. All insurance coverage shall be written on an occurrence basis and provided by a company or companies which are authorized to do business in Idaho. CONSULTANT shall provide to CCDC proof of insurance coverage before commencing its performance as herein provided. CONSULTANT shall notify CCDC a minimum of ten (10) days prior to cancellation of said policy or policies.

- (a) Worker's compensation as required by applicable law or regulation. If worker's compensation insurance is not required under the circumstances, CONSULTANT shall provide proof to CCDC that such coverage is not required.
- (b) Employer's liability insurance in the minimum amount required by applicable law or regulation.
- (c) Commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONSULTANT's negligence during the performance of this Agreement.

- (d) Professional liability insurance with minimum limits of liability of \$1,000,000 per claim and \$1,000,000 aggregate.

21. DEFAULT AND TERMINATION.

- (a) FOR CAUSE. If through any cause CONSULTANT shall fail to perform any of the covenants or conditions of this Agreement or fails to fulfill its obligations in compliance with the schedule under this Agreement, and CONSULTANT does not cure such defects in performance within ten (10) days after receipt of written notice, CCDC shall thereupon have the right to terminate this Agreement. Upon termination for cause, CONSULTANT shall be paid an amount for the actual services satisfactorily performed in accordance with this Agreement through the default date. CONSULTANT shall provide CCDC all work products generated prior to date of termination. If CCDC fails to perform any of the covenants or conditions of this Agreement, CONSULTANT shall have the right to terminate this Agreement.
- (b) TERMINATION FOR CONVENIENCE OF CCDC. CCDC may terminate this Agreement for its convenience at any time, for any reason, upon giving ten (10) business days written notice. If this Agreement is terminated by CCDC for convenience, CONSULTANT shall be paid an amount for the actual services satisfactorily performed to the date of termination. Consultant shall also provide CCDC all work products of consulting generated to date of termination. Notwithstanding any other provision in this Agreement, CCDC may terminate this Agreement immediately if CONSULTANT becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver or other liquidating officer is appointed for substantially all of the business of the CONSULTANT or if CONSULTANT makes an assignment for the benefit of creditors.

22. DISPUTES. In the event that a dispute arises between CCDC and the CONSULTANT regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

23. ATTORNEY FEES. Should any litigation be commenced between the Parties hereto concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

24. NONWAIVER. Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

25. NOTICES. Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when delivered in person, by courier, or mailed in the United States mail, certified, return receipt requested, addresses as follows:

To CCDC:

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
#208-384-4264
jbrunelle@ccdcb Boise.com

To CONSULTANT:

Robert W. Prunty III, P.E.
Kimley-Horn and Associates, Inc.
950 Bannock Street, Suite 100
Boise, Idaho 83702
#602-906-1100
rob.prunty@kimley-horn.com

Telephone numbers and e-mail addresses are for convenience and not to be used for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, mail, courier, e-mail, or fax. Either Party may, by written notice, change the contact information listed above.

26. GENERAL ADMINISTRATION AND MANAGEMENT. The Executive Director of CCDC or his/her designee shall be CCDC's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required of CCDC under this Agreement.

27. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Agreement and will be strictly followed by the Parties. Except for the obligation to make payments under this Agreement, neither Party shall have liability or be deemed in breach due to delays caused by fire, riot, acts of God or state, war, or any other cause beyond the delayed Party's reasonable control; however, it is understood that the Parties shall use reasonable efforts which are consistent with their industries accepted practices to resume performance as soon as practicable under the circumstances.

28. ENTIRE AGREEMENT. This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement covers services or work products CONSULTANT has not completed, but does not cover services or work products that have been completed and CCDC has paid CONSULTANT'S fee.

29. AMENDMENTS. This Agreement may be amended only in writing, upon mutual agreement of both CCDC and CONSULTANT.

30. ASSIGNMENT. It is expressly agreed and understood by the Parties hereto that CONSULTANT shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of CCDC.

31. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Such counterparts shall be deemed to be original instruments. Counterparts together shall constitute one (1) agreement.

32. GOVERNING LAW. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

33. SEVERABILITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

34. SUCCESSORS IN INTEREST. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereby, and their respective successors and assigns.

35. THIRD PARTY BENEFICIARIES. CCDC and CONSULTANT are the only Parties to this Agreement. The Parties do not intend that any non-party or third party will have any rights whatsoever under this Agreement.

36. ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION. In accordance with Idaho Code section 67-2346, CONSULTANT, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

37. CERTIFICATION REGARDING GOVERNMENT OF CHINA. In accordance with Idaho Code Section 67-2359, effective July 1, 2023, CONSULTANT, by entering into this Agreement, hereby certifies that it is not currently owned or operated by the government of China and will not, for the duration of the Agreement, be owned or operated by the government of China.

END OF AGREEMENT | Signatures appear on the following page.

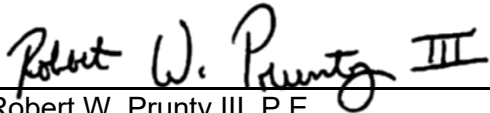
IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Agreement with an effective date as of the last date written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

John Brunelle, Executive Director


Robert W. Prunty III, P.E.

Date: _____

Date: 12 - 04 - 2023

EXHIBITS

A. Consultant's Proposal Dated November 28, 2023

Budget Info / For Office Use	
Fund/District	401
Account	6125
Activity Code	24020
PO #	240023
Current Scope Completion	December 31, 2024



November 28, 2023

Zach Piepmeyer
Parking & Mobility Director, Capital City Development Corp
121 N 9th St, Suite 501
Boise, ID 83702

Re: Parking Access and Revenue Control System Design
Professional Services Agreement

Dear Mr. Piepmeyer:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the Capital City Development Corp. ("Client" or "Owner" or "City") for providing professional design services related to Parking Access and Revenue Control System ("PARCS") Design and Procurement.

Project Understanding

The CCDC owns and operates six (6) parking decks consisting of a total 3,154 parking stalls:

1. 11th and Front
2. 10th and Front
3. 9th and Main
4. 9th and Front
5. Capitol and Main
6. Capitol and Myrtle

Five of the facilities are currently operating a S&B Entervo PARCS for all access control; and one runs the Amano Overture PARCS. With recent technology changes and outdated equipment, the client wishes to upgrade to a maintainable PARCS platform that also enhances the operations and parking offerings to customers. For this Project, Kimley-Horn will provide the following services limited to: Facility Analysis, Functional Specification Development, Procurement Support, and Project Management Services with additional services that can be included once a vendor has been selected.

It is Kimley-Horn's understanding that the implementation will be conducted in one project, although individual facilities will be phased to limit operational impacts to the overall system. As such, the tasks below assume the full replacement and implementation of the entire system in one, distinct bid package. If the project is bid and constructed in multiple phases, and only components are implemented, the scope and fee shall be renegotiated.

Within this proposal, "Vendor" refers to the PARCS provider. Inclusive with their team will be any Designers and Contractors.

- "Contractor" refers to the construction contractor(s) who will be engaged by and contracted directly to the Vendor to install the system including civil infrastructure (curbs, data cabling, conduit, bollards, electrical cabling, etc.).

It is Kimley-Horn's understanding that the Client desires to review, evaluate, and potentially implement

some combination of the following PARCS technology and operational components with the goals below:

- Makes use of state-of-the-art technology.
- Provides a high level of system reliability, minimizing down-time for maintenance/repairs and system malfunction.
- Minor repairs can be addressed by the parking operator (with proper training) and parts are readily available.
- Accepts multiple forms of payment, including digital wallets, cash, and credit card.
- Eliminates or reduces the need for physical paper tickets and receipts.
- Eliminates or reduces the need for physical access cards.
- Is easy for end users to understand and navigate, regardless of familiarity with ParkBOI facilities.
- Processes entry/exits efficiently and consistently.
- Provides continuous and robust garage use and revenue data to CCDC and its operator in an easy-to-use format (i.e. dashboard).
- Is expandable to future ParkBOI garage locations.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1: Project Management

Kimley-Horn will facilitate bi-weekly progress meetings to discuss progress on the project deliverables and schedule, and review open action items. Kimley-Horn will also update the progress schedule and provide monthly progress summaries during the billing cycles. This task is limited to:

1.1 Meetings

- a. One virtual Kick-off meeting with the project team and Core Team that includes the CCDC Project Management Team and The Car Park Management Team to discuss the expected schedule, discuss dates for the site assessment, get an overview of the existing challenges, and discuss desired functionality with the new system.
- b. One virtual progress meeting of up to 30 minutes every other week (bi-weekly meetings) to discuss the project's progress for up to 10 months. Up to two (2) Kimley-Horn representatives will attend all meetings. Kimley-Horn will provide an agenda prior to each meeting and a summary of action items for all parties involved.
- c. Two virtual meetings to present progress to the board. Up to two (2) Kimley-Horn representatives will attend the meetings and will work with the CCDC project management team to facilitate content for up to 15 minute presentations.

1.2 Deliverables

- a. Monthly progress reports attached to the monthly invoices with progress made and tasks performed.
- b. Bi-weekly agendas and meeting summaries for all meetings described in section 1.1.

Task 2: Assessment of Existing Facilities and Needs Assessment

- 2.1 Prepare a formal Request for Information (RFI) to obtain specific documentation about each facility from the Owner. Available documentation may include, but is not limited to, as-builts, and/or construction documents for each of the parking facilities, existing transaction breakdown for cash and credit cards and existing maintenance contracts with vendors. Site visits will be scheduled after this data has been obtained.
- 2.2 Perform limited visual field observations of the current PARCS equipment, PARCS software, parking facilities, and offices that will be integrated with the new system for the locations noted above. Site observations will be performed by up to three (3) Kimley-Horn representatives over a period of one (1) day, along with the on-site meeting with Client staff. During this time, Kimley-Horn representatives will meet on-site with the operator and project team to oversee how parking is managed and identify communication and electrical equipment rooms at the facilities. In the field meeting, Kimley-Horn will assess the possibility of installing License Plate Recognition and other technologies to be considered as part of the assessment and recommendations task.
- 2.3 Prepare an assessment report that documents the existing equipment, documents existing challenges for the hardware and software and documents stakeholder input. The report will be limited to the following chapters.
 - a. An assessment of the existing conditions of the facilities and operations that describes the existing PARCS.
 - b. A description of the existing operations and challenges.
 - c. A summary of the stakeholder meetings and challenges within the existing system and operations.
- 2.4 Meetings
 - a. Attend one (1) on-site meeting with Client staff to review Project goals, schedule, and next steps. Up to three (3) Kimley-Horn representatives will attend the meeting and site-walk.
 - b. Facilitate up to a total of five (5) virtual stakeholder meetings with stakeholders selected by Client. The CCDC Project Manager and Kimley-Horn will coordinate attendance for stakeholders required at these meetings. It is anticipated that stakeholders may include representatives from the public, hotels, and any other interested party that might provide feedback on the parking operations. Up to two (2) Kimley-Horn representatives will attend each meeting.
 - c. Attend one (1) virtual meeting to discuss the Draft Existing Facility Analysis Report. This meeting will occur at the same time as the review for the Task 3 submittal.
- 2.5 Deliverables
 - a. Submit one (1) 90% Draft Report as a digital PDF file. Following the submission of this draft report, Kimley-Horn will attend one virtual meeting with the Client as indicated above. The City will have three (3) weeks to review the report and provide a consolidated set of comments back to Kimley-Horn. These comments will be incorporated into the Final Report. The report in this deliverable will be submitted in conjunction with the report from Task 3 as one single deliverable.

- b. Submit one (1) Final Report. The report in this deliverable will be submitted in conjunction with the report from Task 3 as one single deliverable.

Task 3: Best Practices and Recommendations Report

3.1 Kimley-Horn will prepare a best practice and recommendations report that documents the research performed on technologies that could be applied at the sites. The report will include recommendations for the new PARCS at each facility based on the site observations, stakeholder input from Task 2, and the best practices in this Task. The report will be limited to the following chapters.

- a. A list of best practices of PARCS technology and features with pros/cons for implementing for the CCDC parking locations. Kimley-Horn will also include best practices for communications plans at a higher level to discuss components to consider.
- b. List a general description of recommended equipment at each location. It is expected that the equipment will be provided by the same vendor or with subs under their contract.
- c. Develop a draft Engineer's Opinion of Probable Cost (OPC) for the recommended equipment and for the anticipated parking facility upgrades. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that each vendor will abide to the costs shown. Kimley-Horn will provide a range of costs based on recent bids and usual costs for this type of project and technology.

3.2 Meetings

- a. Attend one (1) virtual meeting to discuss the Best Practices and Recommendations Report. The report in this deliverable will be submitted in conjunction with the report from Task 2 as one single deliverable.

3.3 Deliverables

- a. Submit one (1) 90% Draft Report as a digital PDF file. Following the submission of this draft report, Kimley-Horn will attend one meeting with the Client as indicated above. The City will have three weeks to review the report and provide a consolidated set of comments back to Kimley-Horn. These comments will be incorporated into the Final Report. The report in this deliverable will be submitted in conjunction with the report from Task 2 as one single deliverable.
- b. Submit one (1) Final Report. The report in this deliverable will be submitted in conjunction with the report from Task 2 as one single deliverable.

Task 4: Proposed PARCS System Evaluation and Equipment Specifications

4.1 Develop draft PARCS technical specifications for the hardware and software selected by the Client based on the recommendations from Task 3. The functional PARCS technical

specifications will describe what the Client will provide and what is expected from the selected Vendor. It is assumed that the technical specifications will be developed as a standalone document, which will be incorporated for inclusion into the Client's request for proposal (RFP) when selecting a Vendor. This overall RFP will include the procurement and contracting requirements, provided by the Client. The technical specifications will consist of:

- Description of the Existing System
- Communications and Power information for the vendor
- Technical requirements for both hardware and software
- Maintenance requirements
- Warranty requirements
- Training requirements
- Testing requirements
- Performance requirements
- Cost Matrix for vendor to complete that includes pricing for each facility, and all costs for a 5-year period (to include maintenance costs, any software fees and possible integrations).

4.2 Update the draft Engineer's Opinion of Probable Cost developed during the recommendations task (Task 3) based upon the final system technical specifications and anticipated lane modifications.

4.3 Meetings

- a. Attend up to two (2) virtual Design meetings with the Client to review system design and specifications. Up to two (2) Kimley-Horn representatives will attend each meeting.
- b. Attend one (1) virtual 95% Draft meeting to review the draft PARCS specifications. Up to two (2) Kimley-Horn representatives will attend the meeting.

4.4 Deliverables:

- c. Submit one (1) 90% Draft Technical Specification as a digital PDF file. Following submission of this draft, Kimley-Horn will attend one meeting with the Client as indicated above. The Client will have three weeks to review the specifications/drawings and provide comments back to Kimley-Horn. These comments will be incorporated into the Final Technical Specifications.
- d. Submit one (1) Final Technical Specification as a digital PDF file.

Task 5: Request for Proposals and Vendor Selection

Kimley-Horn will assist with packaging the Request for Proposal (RFP) document, review proposals by prospective Vendors, and participate in the interview process for prospective Vendors. Kimley-Horn's support will be limited to:

- 5.1 Kimley-Horn will collaborate with the Client to develop the RFP document. It is understood that the Client will provide the boilerplate outline for the RFP, and that Kimley-Horn will provide the requirements and recommendations on evaluation metrics to be included in the document. The technical specifications developed in Task 4 will be incorporated as a standalone document, as an attachment within the overall RFP.
- 5.2 Prepare list of qualified Vendors that Kimley-Horn recommends the Client solicit for bids at a minimum. It is assumed that this will be a public procurement and any Vendor may submit.

- 5.3 Respond to Vendor requests for information (RFI) during the procurement process. Up to 10 hours of support is anticipated for response to questions and development of addendum content.
- 5.4 Proposal review: Kimley-Horn will review up to five (5) Vendor proposals, provide feedback to the Client, and develop an evaluation matrix in accordance with the evaluation metrics.
- 5.5 Kimley-Horn will virtually attend the Vendor interviews (vendor interviews to be required to be in person) and provide the assessment team with subjective / objective input based on the evaluation criteria. Kimley-Horn will not be a voting member of the assessment team. Kimley-Horn will attend the interviews virtually and final selection meeting with two (2) Kimley-Horn representatives present. It is assumed that Kimley-Horn will attend the interviews virtually over a one-day period and will be limited to three (3) Vendors.
- 5.6 Review best and final offers of up to two (2) Vendors.
- 5.7 Review the contract with the vendor and update the PARCS specifications addended to the contract to exclude agreed-upon exceptions and add proposed vendor innovations.
- 5.8 Meetings:
 - a. Attend up to two (2) virtual Procurement coordination meetings with Client's representatives. Up to two (2) Kimley-Horn representatives will attend the meeting.
 - b. Attend one (1) virtual Vendor pre-proposal meeting. Up to two (2) Kimley-Horn representatives will attend the meeting for up to one hour.
 - c. Attend one (1) virtual contract negotiation meeting to assist with the technical details and specifications for the Vendor contract. Two (2) Kimley-Horn staff members will be present at each negotiation meeting for up to 1 hour each.
- 5.9 Deliverables:
 - a. Kimley-Horn will submit written responses for questions from the vendor RFI process for any items related with the specifications developed.
 - b. Kimley-Horn will provide a summary assessment of each vendor that provides a proposal with questions to ask during the interviews.
 - c. Kimley-Horn will provide a summary assessment of final vendors that are part of the interview process. Kimley-Horn will review up to three vendors for interviews.
 - d. Kimley-Horn will provide comments on the contract for items related to the technical specifications and request for clarification on functionalities/exceptions for the vendor during the vendor negotiation process.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then-current hourly rates. No out-of-scope services will be performed without prior consent by CCDC in the form of a task order amendment. Additional services we can provide include, but are not limited to, the following:

- 1. Parking technology peer evaluation.
- 2. Layout drawings.
- 3. Development of request for information prior to procurement document development.
- 4. Civil/electrical/low voltage design plans for lane modifications to support new equipment.

5. Communications and electrical design plans to support new technology, centralized cloud-based system.
6. Lane queueing analysis for all facilities.
7. Parking supply/demand study.
8. Parking rate study.
9. Additional design or construction meetings.
10. Structural design.

At this point, Kimley-Horn cannot assess and determine the meetings required for the PARCS Implementation Task until the PARCS technologies and vendor(s) are selected and under contract. After the procurement process has been finalized and the Client starts discussions with the potential vendor(s), Kimley-Horn will assess with the City the expected schedule, meetings, and phasing for the project. Some of the potential tasks that can be scoped are:

1. Factory Acceptance Testing
2. Lane Acceptance Testing
3. Final Acceptance Testing
4. Weekly Coordination Meetings
5. Site Visits
6. Review submittals from selected vendor
7. Design and Configuration Meetings

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Current operational procedures manuals to identify efficiencies that can be provided with new equipment and software.
2. Current revenue and occupancy reports for a sample week/month/year
3. Facility layouts for each garage/lot in CAD/PDF format
4. List of facilities within the scope of this project
5. List of stakeholder contacts
6. List of current technologies of interest
7. RFP boilerplate language and upfront documentation

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule. See Attachment A for a proposed schedule.

Fee and Expenses

Lump Sum Tasks

Kimley-Horn will perform the services in Tasks 1 - 5 for the total lump sum fee below. Individual task

amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1: Project Management	\$	\$18,690.00
Task 2: Assessment of Existing Facilities	\$	\$40,796.00
Task 3: Best Practices and Recommendations Report	\$	\$14,970.00
Task 4: Proposed PARCS System Evaluation and Equipment Specifications	\$	\$22,460.00
Task 5: Request for Proposals and Vendor Selection	\$	\$10,140.00
Total Lump Sum Fee	\$	\$107,056.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Cost Plus Tasks

Kimley-Horn will perform work listed under Additional Services – when requested by the Client, and the PARCS Implementation task (to be scoped once a vendor has been selected), on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

~~Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.~~ RWP III

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

☒ Please email all invoices to accounting@ccdcbiose.com

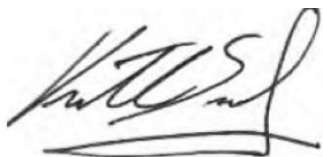
☒ Please copy [Zach Piepmeyer zpiepmeyer@ccdcbiose.com](mailto:Zach.Piepmeyer@ccdcbiose.com)

We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

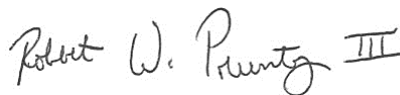
We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'K. Smith', with a horizontal line underneath.

By: Kenneth Smith, P.E.
Project Manager

A handwritten signature in black ink, appearing to read 'Robert W. Prunty III', with a horizontal line underneath.

Robert W. Prunty III, P.E.
Shareholder / Senior Project Manager
Designated Contract Signing Authority

Subtasks		Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				Month 7				Month 8				Month 9				Month 10				Month 11				Month 12			
		1234				1234				1234				1234				1234				1234				1234				1234				1234				1234				1234							
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4								
Task 1: Project Management																																																	
1.1	Kickoff Meeting																																																
1.2	Bi-Weekly Client Conference Calls (up to 11 months)																																																
1.3	Monthly Reports																																																
Total																																																	
Task 2: Assessment of Existing Facilities																																																	
2.1	Site Visit and Stakeholder Interviews																																																
2.2	Data request and analysis																																																
2.3	Assessment Report Draft																																																
2.4	Assessment Report Final																																																
Total																																																	
Task 3: Best Practices and Recommendations Report																																																	
3.1	Best Practices and Recommendations Report Draft																																																
3.2	Best Practices and Recommendations Report Final																																																
Total																																																	
Task 4 : Proposed PARCS System Evaluation and Equipment Specifications																																																	
4.1	Draft PRCS Specs																																																
4.2	Draft Review Meeting (Virtual)																																																
4.3	Final PRCS Specs																																																
4.4	Final Metrics																																																
4.5	Final EOPCC																																																
Total																																																	
Task 5: Requests for Proposal																																																	
5.1	Evaluation Matrix																																																
5.2	Pre-Proposal Meeting (Virtual)																																																
5.3	Vendor Question Response																																																
5.4	Proposal Review																																																
5.5	Interviews (Online)																																																
5.6	Contract Negotiation Meetings (Online)																																																
Total																																																	

Subtasks	Local Liaison	Technology Expert QC	PM/ Local Liaison	Analyst	Admin	Expenses	Subtask Labor Total	Total Fee
	Tim Nicholson	Nick Mazzenga/ Jeremiah Simpson	Kenneth Smith/ Nicolette Womack	Sonia Panic	Admin			
Task 1: Project Management								
Total	0	9	48	38	11	\$ -	\$ 18,690.00	\$ 18,690.00
Task 2: Assessment of Existing Facilities								
Total	3	32	57	90	0	\$ 4,176.00	\$ 36,620.00	\$ 40,796.00
Task 3: Best Practices and Recommendations Report								
Total	3	11	20	40	0	\$ -	\$ 14,970.00	\$ 14,970.00
Task 4 : Proposed PARCS System Evaluation and Equipment Specifications								
Total	0	12	37	67	0	\$ -	\$ 22,460.00	\$ 22,460.00
Task 5: Requests for Proposal								
Total	0	2	23	28	0	\$ -	\$ 10,140.00	\$ 10,140.00
Project Total:	6	66	185	263	11	\$ 4,176.00	\$ 102,880.00	\$ 107,056.00



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AGENDA BILL

Agenda Subject: CONSIDER Resolution 1851: Block 69 North Workforce Housing Development. Amended and Restated Disposition and Development Agreement with Block 69 North Development LLC		Date: December 11, 2023
Staff Contact: Alexandra Monjar, Senior Project Manager	Attachments: 1) Resolution 1851 2) Amended and Restated Disposition and Development Agreement	
Action: Adopt Resolution 1851 authorizing the Executive Director to execute the Amended and Restated Disposition and Development Agreement with Block 69 North Development LLC		

Background:

In May 2021, Capital City Development Corp. (“CCDC” or “Agency”) published the Block 68 Catalytic Redevelopment Project Request for Proposals (“RFP”) to redevelop two CCDC-owned properties at 421 N. 10th St. and 1010 W. Jefferson St., prioritizing housing, mobility infrastructure, and economic growth in the Westside District. In December 2021, the CCDC Board of Commissioners (“Board”) selected a joint proposal from Edlen & Co., deChase Miksis (together, the “Developer”) and The Young Men’s Christian Association of Boise City, Idaho (the “YMCA”). The proposal includes two projects with CCDC participation guided by separate Disposition and Development Agreements (“DDAs”). The Block 68 South Mixed-Use Housing and Mobility Hub Project DDA for disposition of 1010 W. Jefferson St. was executed December 15, 2022, and the Block 69 North Workforce Housing Project DDA for disposition of property to be acquired through a land exchange of 421 N. 10th St. with the YMCA was executed on October 10, 2022¹.

On April 18, 2023, the Developer requested revised assistance under both DDAs, citing threats to financial viability caused by national changes in interest rates, the tightening lending market, and ongoing escalation in construction costs. Following analysis of these requests by the Board appointed project review committee and negotiation with CCDC staff, the Developer submitted revised requests on August 8, 2023. On August 14, 2023, the Board authorized departure from Participation Program Type 5: Property Disposition policy to respond to these requests. The parties then executed a Memorandum of Understanding (“MOU”) on August 30, 2023, formalizing agreed upon terms and guiding necessary amendments to the DDAs.

In accordance with the MOU, on October 18, 2023, the Developer submitted its revised Unit Documentation and Schematic Design Documentation for Block 69 North. The Board approved the Unit Documentation and conditionally approved the Schematic Design Documentation on November 13, 2023. CCDC staff delivered the Board’s position in writing to Developer on November 29, 2023.

¹ The Workforce Housing Project is facilitated by a land exchange agreement contemplated in the joint proposal between CCDC and the YMCA.

Amended and Restated Block 69 North DDA:

The Amended and Restated Block 69 North DDA (“Amended DDA”) updates terms to reflect current conditions and the conditionally approved design featuring 222 housing units, including the 155 rent-restricted units required by the RFP², which are also income qualified, approximately 3,400 square feet of corner retail space, and 42 onsite parking stalls. Key changes to the DDA implement the MOU’s direction regarding upfront land contribution to the project. Updated attachments reflect revised terms and performance schedules.

Land Contribution Revisions

As directed by the MOU, the Amended DDA provides for upfront land contribution subject to certain terms and conditions including a reconciliation reuse appraisal process, review and approval of completion guarantees and the financial strength of the guarantor(s), enhanced review of the Developer’s evidence of financing, and inclusion of post-closing remedies for the Agency. Implementing this change required substantial revisions to sections governing financial review, reuse appraisals, defaults, and special provisions.

Enhanced review of the Developer’s preliminary evidence of financing due April 30, 2024, includes itemized fund uses, identification of the guarantor(s) who will provide the completion guaranty and evidence of their financial capacity, evidence of permanent or mini-permanent financing and staff review of the pro forma. The Developer must provide monthly financing updates beginning May 15, 2023 (see section 4). A reconciliation reuse appraisal performed within 90 days of closing will determine the final land value to ensure prudent use of public resources while the requirement to pay an initial purchase price for the land has been removed (see sections 5 and 6). Defaults, remedies, and termination provisions have been revised to expressly state the Developer’s assumption of risk for design and development costs and limit Developer’s rights upon termination. Under the Amended DDA, if there is a default on an agreement condition, the Developer’s sole remedy is limited to termination of the agreement and return of its earnest money deposit of \$22,500. In the circumstance that both parties fulfill their obligations under the Amended DDA, but CCDC fails to convey the real property at closing, the Developer may pursue legal action to recover damages or seek specific performance (see sections 6 and 13).

The Amended DDA includes post-conveyance remedies similar to those used by other Idaho urban renewal agencies. These allow CCDC to repossess the property via a reconveyance deed³ held in escrow if the Developer fails to proceed with construction for 90 consecutive days after closing, abandons or substantially suspends construction for six months, or transfers or suffers an involuntary transfer of the property in violation of the agreement. Such repossession is allowed if the lender or CCDC is unable to first enforce the completion guaranty. Upon repossessing the property, CCDC may choose to retain or dispose of the property. Each option outlines provisions for payment for any Developer improvements to the property (see section 13).

Schedule of Performance

The performance timeline and milestones have been updated to align with the current development schedule, generally consistent with the schedule included in the Schematic Design Documentation. The outside date for closing under the Amended DDA is August 15, 2024, with completion of the project to occur no later than June 30, 2026. The Amended DDA states that

² 25 and 130 units to be rented at rates no greater than 30% of 80% or 120%, respectively, of Area Median Income for a period of 15 years as set forth in the Affordability Covenant to be recorded on the deed.

³ Remedy subject to lender’s rights under a mortgage or deed of trust.

CCDC and the Developer will re-evaluate the schedule once Developer submits preliminary evidence of financing to determine if an additional amendment addressing the schedule of performance is needed.

Next Steps:

If the Board approves the Amended DDA, the next steps to advance the Block 69 North project include resolving Schematic Design Documentation conditions of approval and execution of a Type 4 Capital Improvement and General Assistance Reimbursement Agreement. The Developer will respond to the conditions of approval by December 21, 2023, for review by the Executive Director and this process will continue until conditions are satisfactorily resolved. And, the Developer will execute a Type 4 Agreement by May 27, 2024, for Board consideration in June 2024.

Fiscal Notes:

CCDC anticipates contributing the full value of Block 69 North, \$6.73 million, to the project as directed by the MOU. The original DDA contemplated a land value contribution of \$4.46 million. The increase in value constitutes an additional cost to CCDC of \$933,000 in land exchange expenses previously recouped by the Agency.

Finalizing and executing the Amended and Restated Disposition and Development Agreement involved Agency staff time and legal counsel review.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1851.

Suggested Motion:

Adopt Resolution 1851 authorizing the Executive Director to execute the Amended and Restated Disposition and Development Agreement for the Block 69 North Workforce Housing Project with Block 69 North Development LLC and authorizing the Executive Director to execute all associated documents as required to implement the Agreement.

RESOLUTION NO. 1851

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AN AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE AGENCY AND BLOCK 69 NORTH DEVELOPMENT LLC, AN IDAHO LIMITED LIABILITY COMPANY, FOR THE DISPOSITION OF AGENCY OWNED REAL PROPERTY ACQUIRED PURSUANT TO A LAND EXCHANGE AND DEVELOPMENT OF THE WORKFORCE HOUSING PROJECT ON BLOCK 69 NORTH; AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR TO EXECUTE THE AMENDED AND RESTATED AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDED AND RESTATED AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended and supplemented, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the "Westside Plan"), and following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings for the jurisdictional area of the Westside Plan Revenue Allocation Area; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the "First Amendment"), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the "Project Area;" and,

WHEREAS, in order to achieve the objectives of the Westside Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Project Area boundaries; and,

WHEREAS, Agency owns certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the "Agency Parcels"); and,

WHEREAS, in accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals ("RFP") on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance

with the Westside Plan through redevelopment of the Agency Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity; and,

WHEREAS, following the publication of the RFP in the Idaho Statesman newspaper, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and The Young Men's Christian Association of Boise City, Idaho (the "YMCA"), first (the "Joint Proposal"); and,

WHEREAS, at a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal; and,

WHEREAS, the Joint Proposal contemplated development beyond the Agency Parcels on Block 68, and seeks to develop certain real property addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which combined include approximately 0.831 acres and which parcels are currently owned by the YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as "Block 69 North" (the "YMCA Parcels"); and,

WHEREAS, the Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) (the "Agency Exchange Property") for all or a portion of the YMCA Parcels to further support the development of the workforce housing development project on Block 69 North (the "Workforce Housing Project") as more fully described in the Block 69 North DDA defined below); and,

WHEREAS, the Joint Proposal also contemplated disposition of 1010 W. Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) to develop a mixed-use housing and mobility hub project (the "Mixed-Use Housing & Mobility Hub Project") with the opportunity to expand the scope of the Mixed-Use Housing & Mobility Hub Project through the acquisition of the State-owned parcel located on Block 68 South and adjacent to the Agency-owned parcel addressed as 1010 W. Jefferson Street; and,

WHEREAS, thereafter, a separate entity was formed to commence development activities contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company (now known as Block 68 North Development LLC). The Agency and Block 68 Development LLC entered into the Agreement to Negotiate Exclusively (the "ANE") that outlined the process for disposing of the Agency Parcels, including the proposed land exchange; and,

WHEREAS, to determine the value of the parcels contemplated for the exchange, the YMCA Parcels and the Agency parcel located at 421 N. 10th Street, the parcels were appraised by Langston & Associates, Inc; and,

WHEREAS, the Agency Board and YMCA Board determined that their best interests were served by exchanging the real property for equal value as contemplated in the Joint Proposal. The Agency and the YMCA entered into the Real Property Exchange Agreement on July 11, 2022 (the "Original Exchange Agreement"), wherein the Agency agreed to exchange the Agency owned .39 acre of real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) in Ada County, Idaho (the "Agency Exchange Property"), plus One Million Three Hundred Thirty-Six Thousand and 00/100 Dollars (\$1,336,000.00) for the YMCA owned 0.551 acre of real property addressed as 1111 West State Street, Boise, Idaho 83702 (Parcel No.

R1013004640) and 419 North 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651) in Ada County, Idaho. It was further contemplated by the parties that Block 69 North Development LLC (the "Block 69 North Developer") would acquire 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631) directly from the YMCA; and,

WHEREAS, during continued negotiations with the Block 69 North Developer regarding the disposition and development agreement by and between the Agency and the Block 69 North Developer for the disposition and development of all or a portion of the YMCA Parcels to be obtained by the Agency pursuant to the Original Exchange Agreement for the development of the Workforce Housing Project on the YMCA Parcels, and in support of development coordination including facilitating consolidation of the YMCA Parcels into a developable lot and allocation of the due diligence and title review responsibilities, the parties determined it was in their best interests to amend the Original Exchange Agreement to include all of the YMCA Parcels in the exchange, to address lot consolidation and to assign the performance of due diligence and title review obligations set forth therein to the Developer (defined below); and,

WHEREAS, on October 10, 2022, the Agency and the YMCA entered into the Amended and Restated Land Exchange Agreement, wherein, the Agency agreed to exchange its Agency Exchange Property for the YMCA Parcels, and the YMCA agreed to exchange the YMCA Parcels for the Agency Exchange Property together with receipt of additional monetary consideration to make the exchange of equal value as more particularly described herein (together, the "Land Exchange"); and,

WHEREAS, to facilitate development of the YMCA Parcels pursuant to the Block 69 North DDA, subject to the terms and conditions set forth in the Amended and Restated Land Exchange Agreement, the YMCA authorized the Developer, at its sole cost and expense, to undertake to consolidate the YMCA Parcels into one legal lot prior to consummation of the Land Exchange, including recordation of the record of survey prior to closing (the "Lot Consolidation"). The Lot Consolidation has been completed and the consolidated YMCA Parcels are now addressed as 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004652). The "YMCA Parcels" are now referred to as the "YMCA Exchange Property" or "Property;" and,

WHEREAS, the Agency and YMCA are currently negotiating the terms of an amendment to the Amended and Restated Land Exchange Agreement;

WHEREAS, after the closing of the Land Exchange, the Agency will be the owner in fee simple of the Property, and YMCA will be the owner in fee simple of the Agency Exchange Parcel; and

WHEREAS, the Agency's conveyance of the Agency Exchange Property pursuant to the Land Exchange and this Agreement complies with Idaho Code Section 50-2011 as the disposition of the Agency Exchange Property is made pursuant to a competitive selection process initiated by the Agency's issuance of the RFP and by the Agency's selection of the Joint Proposal, which included the disposition by exchange of the Agency Exchange Property with all or a portion of the YMCA Exchange Property, and therefore, the Land Exchange is not deemed a separate and distinct conveyance, but rather part of the disposition of 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to effectuate the development contemplated in the Joint Proposal; and,

WHEREAS, the Agency and the Block 69 North Developer, have heretofore entered into a Disposition and Development Agreement dated October 10, 2022, as approved by Agency

Resolution No. 1789 (the “Block 69 North DDA”), pursuant to which the Agency agreed to convey to the Block 69 North Developer the property acquired by Agency pursuant to the Amended and Restated Land Exchange Agreement for the development of the Workforce Housing Project on Block 69 North as more fully described in the Block 69 North DDA; and,

WHEREAS, the Agency and Block 68 South Development LLC (the “Block 68 South Developer”), have heretofore entered into the Block 68 South Mixed-Use Housing & Mobility Hub Project Disposition and Development Agreement dated December 15, 2022, as approved by Agency Resolution No. 1799 (the “Block 68 South DDA”), pursuant to which the Agency agreed to convey to the Block 68 South Developer the Agency owned parcel commonly referred to as 1010 W. Jefferson Street for the development of the Block 68 South mixed-use housing & mobility hub project on Block 68 South as more fully described in the Block 68 South DDA; and,

WHEREAS, Block 68 South Developer and the Block 69 North Developer may be collectively referred to as the “Developer”; and,

WHEREAS, the Block 69 North DDA and the Block 68 South DDA may be collectively referred to as the “DDAs;” and,

WHEREAS, the Agency and the Developer have continued to work together in good faith to perform under the terms of the DDAs. Because of several factors, including, but not limited to, challenging capital market conditions concerning financing underwriting, investor requirements, as well as the high cost of construction, supply chain issues, and labor shortages, the Developer requested revised terms of Agency participation in the Projects as set forth in the letters from Developer to Agency dated April 28, 2023, and August 8, 2023; and,

WHEREAS, the Agency Board, at its regularly scheduled board meeting on August 14, 2023, considered the staff recommendation and authorized departure from Agency Participation Program Type 5 policy and directed the Agency Executive Director to respond to the Developer’s requests, and to direct negotiation of implementation agreements or similar agreements to guide negotiation of amendments to the DDAs for future Board approval, and to direct negotiation of amendments to the DDAs, for future Board approval; and,

WHEREAS, based on the Developer’s requests and the Agency’s response, the Agency and the Developer have determined the DDAs will need to be substantially amended to incorporate the revised terms. In order to expedite the continued progress under the DDAs, the Agency and the Developer entered into a Memorandum of Understanding (the “MOU”), dated August 30, 2023, as approved by Agency Resolution No. 1836, to guide the Agency and the Developer in the negotiation of those certain amendments to the DDAs and to memorialize the understanding the Agency and the Developer have reached concerning the performance under the DDAs. The Amended and Restated Block 69 North Workforce Housing Development Project DDA (the “Amended and Restated Block 69 North DDA”), attached hereto as **Exhibit A**, includes amendments to update terms and conditions based on current performance, and those amendments directed by the MOU; and,

WHEREAS, Agency staff recommends approval of the Amended and Restated Block 69 North DDA by the Agency Board of Commissioners; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the Amended and Restated Block 69 North DDA and to authorize the Agency Executive Director to execute the Amended and Restated Block 69 North DDA, subject to certain conditions,

and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Amended and Restated Block 69 North DDA, a copy of which is attached hereto as **Exhibit A** and incorporated herein as if set out in full, is hereby approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Amended and Restated Block 69 North DDA and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Amended and Restated Block 69 North DDA, subject to representations by Agency legal counsel that all conditions precedent to such actions and any necessary technical changes to the Amended and Restated Block 69 North DDA or other documents are acceptable and that said changes are consistent with the provisions of the Amended and Restated Block 69 North DDA and the comments and discussions received at the December 11, 2023, Agency Board meeting.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on December 11, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
John Stevens, Vice Chair
4861-6998-0308, v. 1

AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT

**THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as
CAPITAL CITY DEVELOPMENT CORPORATION**

&

**BLOCK 69 NORTH DEVELOPMENT LLC
an Idaho Limited Liability Company**

December ___, 2023

**Disposition:
421 N. 10th Street**

**Development:
Block 69 North Workforce Housing Development Project
1111 W. State Street, 1177 W. State Street, and 419 N. 11th Street**

LIST OF ATTACHMENTS

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Attachment 2	Legal Description of the Property
Attachment 3	Schedule of Performance
Attachment 4	[RESERVED]
Attachment 5	Title Reports
Attachment 6	Joint Proposal
Attachment 7	Form of Deed
Attachment 8	Form of Amended Memorandum
Attachment 9	Certificate of Completion
Attachment 10	Green Building Certification
Attachment 11	Form of Affordable Housing Covenant
Attachment 12	Form of Annual Rent Report
Attachment 13	Form of Escrow Instruction Letter
Attachment 14	Form of Type 4 Capital Improvement and General Assistance Reimbursement Agreement
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AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION and BLOCK 69 NORTH DEVELOPMENT LLC, an Idaho limited liability company (“Developer”). This Agreement restates in its entirety that certain Disposition and Development Agreement entered into between the Agency and Developer, effective October 10, 2022 (the “Original Disposition and Development Agreement”). Agency and Developer may each individually be referred to as a “Party” or collectively referred to as the “Parties.” All Attachments to this Agreement supersede and replace the attachments approved with the Original Disposition and Development Agreement. The Parties agree as follows:

1. DEFINITIONS

“11th Street Bikeway & Streetscape Capital Improvements Project” or “Rebuild 11th Street” means the Agency’s capital improvement project for the 11th Street public right-of-way between State Street and River Street, also known as Rebuild 11th Street, in partnership with the City of Boise and the Ada County Highway District, to construct the full ridge-to-rivers bicycle connection on 11th Street, together with streetscape improvements, fiber optic conduit installation and pavement maintenance, as further described in Section 11 and **Attachment 14**.

“Access Agreements” has the meaning ascribed to it in Section 3.1.

“Affordable Housing Covenant” means the affordable housing covenant in the substance and form attached hereto as **Attachment 11**.

“Agency” means The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho, and any assignee of or successor to its rights, powers, and responsibilities under this Agreement.

“Agency Board” or “Board” means the Board of Commissioners of the Agency.

“Agency Closing Conditions” has the meaning ascribed to it in Section 6.3.1.

“Agency Development Parcels” has the meaning ascribed to it in Section 2.1.1.

“Agency Exchange Parcel” has that meaning ascribed to it in Section 2.1.

“Agreement” has the meaning ascribed to it in the first paragraph of this document.

“Agreement to Negotiate Exclusively” or “ANE” means the Agreement to Negotiate Exclusively executed by the Agency on March 14, 2022, and by Block 68 Development LLC, on

March 8, 2022, prior to identifying the Developer for the Private/Public Project, and as subsequently amended on October 10, 2022, to extend the Negotiation Period, as defined therein.

“Amended Memorandum” means a summary of this Agreement in the substance and form attached hereto as **Attachment 8**, to be recorded in the office of the Recorder of Ada County, Idaho, following the Effective Date of this Agreement.

“AMI” means the then current “Area Median Income” adjusted by family size annually published by the U.S. Department of Housing & Urban Development (HUD) for the geographic area referred to as Boise City, ID HUD Metro Statistical Area Rent (MSA) Area (or its successor index).

“Annual Rent Report” means the annual rent report in the substance and form of the draft annual rent report attached hereto as **Attachment 12**.

“Block 68 South Developer” has the meaning ascribed to it in Section 2.1.1.

“Block 68 South DDA” has the meaning ascribed to it in Section 2.1.1.

“Certificate of Completion” means the Certificate of Completion for the Project, as ascribed to it in Section 10.1 and in the substance and form of the draft certificate of completion attached to this Agreement as **Attachment 9**.

“City” or “City of Boise” means the City of Boise, Idaho.

“Close” and “Closing” refer to that point in time when a deed held in Escrow is recorded in the office of the Recorder of the county in which the subject property is located and funds due to Agency upon delivery of the deed are available for distribution from the Escrow to Agency, notwithstanding that such funds may not actually be distributed due to wire transfer deadlines or similar circumstances.

“Closing Date” means the date of the Closing.

“Collective Projects” has the meaning ascribed to it in Section 2.1.1.

“Completion Guarantor” has the meaning ascribed to it in Section 4.1.1.

“Completion Guaranty” has the meaning ascribed to it in Section 4.1.1.

“DDAs” has the meaning ascribed to it in Section 2.1.1.

“Deed” means the Special Warranty Deed.

“Deposit” has the meaning ascribed to it in Section 6.1.2.

“Design Development Drawings” has the meaning ascribed to it in Section 8.6, including any approved revisions.

“Developer” means Block 69 North Development LLC, an Idaho limited liability company, any Developer Affiliate that takes title to any portion of the Property under this Agreement, and any other permitted assignee or successor in interest as herein provided.

“Developer Affiliate” has the meaning ascribed to it in Section 2.4.2.

“Developer Closing Conditions” has the meaning ascribed to it in Section 6.3.2.

“Due Diligence Activities” has the meaning ascribed to it in Section 3.1.

“Due Diligence Extensions” has the meaning ascribed to it in Section 3.1.

“Due Diligence Investigations” has the meaning ascribed to it in Section 3.1.

“Due Diligence Materials” has the meaning ascribed to it in Section 3.1.

“Due Diligence Period” has the meaning ascribed to it in Section 3.1.

“Effective Date” has the meaning ascribed to it in Section 15.8.

“Environmental Reports” means the Phase I Environmental Site Assessment, prepared by Atlas Technical Consultants, LLC, for the Property, dated August 31, 2022, the Preliminary Geotechnical Investigation, prepared by Atlas Technical Consultants, LLC for the Property, dated September 19, 2022; Asbestos Survey of the Building Located at 1177 W. State Street, Boise, Idaho, prepared by Atlas Technical Consultants, LLC, dated October 7, 2022; and Asbestos Survey of the Building Located at 419 N. 11th Street, Boise, Idaho, prepared by Atlas Technical Consultants, LLC, dated October 13, 2022 .

“Escrow” means the escrow set up by the Parties with the Escrow Agent with respect to the acquisition of the Property.

“Escrow Agent” means TitleOne Corporation, having an address of 1101 W. River St., Suite 201, Boise, Idaho 83702.

“Escrow Instruction Letter” means the joint escrow instructions for the Escrow signed by the Parties in the substance and form of the draft Escrow Instruction Letter attached hereto as **Attachment 13**.

“Executive Director” means the current Executive Director of the Agency.

“Final Construction Documents” means the full stamped set of construction documents submitted for approval by the City’s Planning and Development Services Building Division for issuance of a building permit for the Private/Public Project, including but not limited to site improvements, and a landscaping and grading plan.

“Form of Type 4 Capital Improvement and General Assistance Reimbursement Agreement” or “Type 4 Agreement” means the certain agreement to be entered into on or before Closing by and between Agency and Developer regarding construction and/or reimbursement of certain public improvements related to certain Public Project Improvements and the Rebuild 11th Street project, as further described in Section 11 and **Attachment 14**.

“Green Building Certification” means the Green Building Certification executed by J. Dean Papé, on behalf of the Joint Proposal, on July 3, 2021, attached hereto as **Attachment 10**.

“Green Building Code” means the Boise City Green Construction Code, Boise City Code, Title 9, Chapter 13, as amended, in place as of the date of the Green Building Certification.

“Hazardous Materials” means any substance, material, or waste which is (1) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” or “restricted hazardous waste” under any provision of federal or Idaho law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251, *et seq.* (33 U.S.C. § 1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a “hazardous substance” pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (42 U.S.C. § 6903); (8) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.* (42 U.S.C. § 9601); or (9) determined by Idaho, federal, or local governmental authority to be capable of posing a risk of injury to health, safety, or property, including underground storage tanks.

“Joint Proposal” has the meaning set forth in Section 2.1.1.

“Land Exchange” means the exchange of Agency-owned real property addressed as 421 N. 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) for YMCA-owned real property addressed as 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004651), 1177 W. State Street, Boise, Idaho 83702 (Parcel # R1013004631) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004640), as contemplated in the Joint Proposal and as memorialized in the Land Exchange Agreement, by and between the Agency and YMCA.

“Land Exchange Agreement” means the Amended and Restated Real Property Exchange Agreement, by and between the Agency and YMCA, dated October 10, 2022, memorializing the Land Exchange as contemplated in the Joint Proposal, plus additional funds, and as may be amended, or amended and restated.

“Lender” has the meaning ascribed to it in in Section 4.4.1.

“Local Project Manager” means the designated contacts for the Developer, specifically, J. Dean Papé, of deChase Miksis, and Jill Sherman, of Edlen & Company.

“Lot Consolidation” has the meaning ascribed to it in Section 2.1.

“Manager” has the meaning ascribed to it in Section 2.7.

“Market Rate Units” means approximately sixty-seven (67) units and part of the total Project units rented at rates established by Developer, and not subject to any rent or income restrictions for occupancy.

“Memorandum” means a summary of the Original Disposition and Development Agreement.

“Mortgage” has the meaning ascribed to it in Section 4.4.

“MOU” has the meaning ascribed to it in Section 2.1.1.

“Original Disposition and Development Agreement” or “Original DDA” has the meaning ascribed to it in the first paragraph of this document.

“Original DDA Effective Date” means October 10, 2022.

“Original Block 68 South DDA Parcel” means the real property located at 1010 West Jefferson Street, Boise, Idaho (Parcel No. R1013004553).

“Parking Agreement” means the parking agreement described in Section 2.5.

“Party” has the meaning ascribed to it in the first paragraph of this Agreement.

“Parties” has the meaning ascribed to it in the first paragraph of this Agreement.

“Permitted Title Exceptions” has the meaning ascribed to it in Section 6.3.2(c).

“Permitted Transfer” has the meaning ascribed to it in Section 2.7.

“Permitted Transferee” has the meaning ascribed to it in Section 2.7.

“Plan Area” means the area under the jurisdictional scope of the Redevelopment Plan.

“Private/Public Project” means the project that is the subject of this Agreement and more particularly described in Section 2.5.

“Project” or “Workforce Housing Project” has the meaning ascribed to it in Section 2.5.

“Project Area” means the Project Area identified in the Redevelopment Plan.

“Project Budget” has the meaning ascribed to it in Section 4.1(a).

“Property”, “Site” and “Block 69 N” means the real property as shown on **Attachment 1** and legally described on **Attachment 2**.

“Public Project Improvements” means the certain public infrastructure improvements in or adjacent to, or being relocated to, the public right-of-way adjacent to the Site, and subject to a Type 4 Capital Improvement and General Assistance Reimbursement Agreement to be entered into by and between Agency and Developer regarding reimbursement of the actual eligible costs of certain public infrastructure improvements as further described in Section 11 and **Attachment 14**.

“Purchase Price” has the meaning ascribed to it in Section 6.1.1.

“Reconciliation Reuse Appraisal” has the meaning ascribed to it in Section 5.1.

“Redevelopment Plan” means the Urban Renewal Plan, Westside Downtown Urban Renewal Project as recommended by Agency and approved by City on December 4, 2001, by City Council Ordinance No. 6108, and as subsequently amended to add area pursuant to the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project, as recommended by Agency and approved by City on December 1, 2020, by City Council Ordinance No. ORD-45-20.

“Reuse Appraisal” has the meaning ascribed to it in Section 5.1.

“Reuse Appraiser” has the meaning ascribed to it in Section 5.1.

“Reuse Appraisal Data” has the meaning ascribed to it in Section 5.2.

“RFP” has the meaning ascribed to it in Section 2.1.1.

“Schedule of Performance” means the schedule attached to this Agreement as **Attachment 3**.

“Schematic Design Documentation” has the meaning ascribed to it in Section 8.5.1, including any approved revisions.

“Schematic Design Drawings” has the meaning ascribed to it in Section 8.5.1, including any approved revisions.

“Scope of Development” means Developer’s preliminary concepts for the development of the Project included in the Joint Proposal.

“Special Warranty Deed” means a deed in the substance and form of the draft deed attached hereto as **Attachment 7**.

“Supplemental Title Objections” has the meaning ascribed to it in Section 3.2.

“Title Company” means TitleOne Corporation, having an address of 1101 W. River St., Suite 201, Boise, Idaho 83702.

“Title Objections” has the meaning ascribed to it in Section 3.2.

“Title Policy” has the meaning ascribed to it in Section 6.3.2(c).

“Title Report” has the meaning ascribed to it in Section 3.2 and as attached to this Agreement as **Attachment 5**.

“Title Review Period” has the meaning ascribed to it in Section 3.2.

“Unit Documentation” has the meaning ascribed to it in Section 4.5.

“Urban Renewal Law” has the meaning ascribed to it in Section 2.4.1.

“Workforce Housing” means housing that is rent restricted and income qualified, with unit rents that are set at rent payment of not more than 30% of 80% or 120% AMI. Rental limits are determined using the Novogradac Rent & Income Calculator, published by Novogradac & Company LLC: www.novoco.com/products/rentincome.php, applying those filters set forth on **Attachment 12**, or if not available, a similar calculator as may be agreed to by the Parties. Rent increases on an existing tenant may occur no more frequently than annually and are capped at 5% per year. Rent does not include deposits, utilities (gas, telephone, internet, water, electricity), late fees, pet fees, parking fees, sewer and trash collection services, or other reasonable fees and costs as typically charged back to the tenant. The AMI calculation is to be based on an assumed family size of 1.5 persons per bedroom or in the case of an efficiency unit (referred to in this Project as a studio unit) 1 person per bedroom.

“YMCA” means the Young Men’s Christian Association of Boise City, Idaho, an Idaho non-profit corporation.

2. SUBJECT OF AGREEMENT

2.1. Purpose of This Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan by memorializing the disposition of Agency owned property, 421 N. 10th Street (the “Agency Exchange Parcel”) pursuant to the Land Exchange as contemplated in the Joint Proposal and to facilitate the disposition of the Property to Developer to facilitate the Project located on the Site for construction of a mixed-use, multifamily development within the Plan Area.

2.1.1. Project Background and Determination of Site

Agency owns certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street¹, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the “Agency Development Parcels”). In accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals (“RFP”) on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance with the Plan through redevelopment of the Agency Development Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity.

Following the publication of the RFP in the Idaho Statesman and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and YMCA first (the “Joint Proposal”).

At a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal.

The Joint Proposal contemplated development beyond the Agency Development Parcels on Block 68 and seeks to develop certain real property addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which parcels are currently owned by the YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 N” (the “YMCA Parcels”). The Joint Proposal further contemplated the exchange of the Agency Exchange Parcel to the YMCA for all or a portion of the YMCA Parcels to further support the development of the Project.

¹ It is anticipated the Original Block 68 South DDA Parcel and 1010 W. Jefferson Street – Parking Lot (Parcel No. R1013004556) (both as defined in the Block 68 South DDA), will be conveyed pursuant to the terms of the Block 68 South Disposition and Development Agreement, as amended from time to time, for the development of the Mixed-Use Housing & Mobility Hub Project as proposed in the Joint Proposal.

Thereafter, a separate entity was formed to commence development activities contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company (now known as Block 68 North Development LLC). The Agency and Block 68 Development LLC entered into the ANE that outlined the process for disposing of the Agency Development Parcels, including the Land Exchange.

On October 10, 2022, the Agency and the YMCA entered into the Land Exchange Agreement, wherein the Agency agreed to exchange the Agency Exchange Parcel for the YMCA Parcels plus additional monetary consideration. The Land Exchange Agreement was subsequently amended in support of development coordination of the Project including facilitating consolidation of the YMCA Parcels into a developable lot and allocation of the due diligence and title review responsibilities as further described therein.

Pursuant to the Land Exchange Agreement, the YMCA has or will undertake to consolidate the YMCA Parcels into one legal lot prior to consummation of the Land Exchange all as further described in the Land Exchange Agreement (the “Lot Consolidation”). The consolidated legal lot shall remain to be referred to as the Property upon a recorded record of survey consolidating the YMCA Parcels.

Agency and Block 68 South Development LLC (the “Block 68 South Developer”) have heretofore entered into the Disposition and Development Agreement, dated December 15, 2022, as approved by Agency Resolution No. 1799, and as may be amended or amended and restated from time to time (the “Block 68 South DDA”), pursuant to which the Agency agreed to convey to the Block 68 South Developer the Original Block 68 South DDA Parcel for the development of the Mixed-Use Housing and Mobility Hub Project, as more fully described in the Block 68 South DDA².

Agency and Developer have heretofore entered into the Original Disposition and Development Agreement, pursuant to which the Agency agreed to convey to the Developer the Property. Collectively, the Workforce Housing Project and the Mixed-Use Housing & Mobility Hub Project may be referred to as the “Collective Projects.”

The Block 68 South DDA and the Original Disposition and Development Agreement may be collectively referred to as the “DDAs.”

The Agency and the Developer have continued to work together in good faith to perform under the terms of the DDAs. Because of several factors, including, but not limited to, challenging capital market conditions concerning financing underwriting, investor requirements, as well as

² Agency has since acquired 1010 W. Jefferson Street – Parking Lot (Parcel No. R1013004556), which is anticipated to be consolidated with the Original Block 68 South DDA Parcel and will be conveyed to the Block 68 South Developer pursuant to the terms of the Block 68 South Disposition and Development Agreement, as amended from time to time, for the development of the Mixed-Use Housing & Mobility Hub Project as proposed and contemplated in the Joint Proposal.

the high cost of construction, supply chain issues, and labor shortages, the Developer requested revised terms of Agency participation in the Collective Projects as set forth in the letters from Developer to Agency dated April 28, 2023, and August 8, 2023.

The Agency Board, at its regularly scheduled board meeting on August 14, 2023, considered the staff recommendation and authorized departure from Agency Participation Program Type 5 policy and directed the Agency Executive Director to respond to the Developer's requests, and to direct negotiation of implementation agreements or similar agreements to guide negotiation of amendments to the DDAs for future Board approval, and to direct negotiation of amendments to the DDAs, for future Board approval.

Based on the Developer's requests and the Agency's response, the Agency and the Developer have determined the Original Disposition and Development Agreement will need to be substantially amended to incorporate the revised terms. In order to expedite the continued progress under the DDAs, the Agency and the Developer entered into a Memorandum of Understanding (the "MOU"), dated August 30, 2023, as approved by Agency Resolution No. 1836, to guide the Agency and the Developer in the negotiation of those certain amendments to the DDAs and to memorialize the understanding the Agency and the Developer have reached concerning the performance under the DDAs.

This Agreement is premised upon the exchange of the Agency Exchange Parcel for the Property pursuant to the Land Exchange Agreement, and subsequent disposition of the Property to Developer, and, thus complies with the required notice provisions concerning the disposition of property by Agency as set forth in Idaho Code Section 50-2011.

The authority of the Agency to convey the Agency Exchange Parcel pursuant to the Land Exchange Agreement, and this Agreement complies with Idaho Code Section 50-2011 as the disposition of the Property is made pursuant to a competitive selection process initiated by the Agency's issuance of the RFP and by the Agency's selection of the Joint Proposal, which included the disposition by exchange of the Agency Exchange Parcel with the Property as set forth in the Land Exchange Agreement, and therefore, the Land Exchange is not deemed a separate and distinct conveyance, but rather part of the disposition of the Agency Exchange Parcel and the Property to effectuate the development contemplated in the Joint Proposal.

After the closing of the Land Exchange, the Agency will be the owner in fee simple of the Property, and YMCA will be the owner in fee simple of the Agency Exchange Parcel.

The Land Exchange may have a closing date earlier than the conveyance of the Property to the Developer otherwise, this Agreement contemplates certain disposition and recording activities to occur in the following order: (i) Agency will acquire the consolidated Property pursuant to the Land Exchange; and (ii) Agency will dispose of the Property to Developer pursuant to the terms and conditions of this Agreement for the development of the Project.

2.2. The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan.

2.3. The Project Area

The Project Area is located in the Plan Area, and the exact boundaries thereof are specifically described in the Redevelopment Plan.

2.4. Parties to This Agreement

2.4.1. Agency

Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended and the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended (collectively the "Urban Renewal Law"). The Agency's office is located at 121 N. 9th Street, Ste. 501, Boise, Idaho.

2.4.2. Developer

Developer is Block 69 Development LLC, an Idaho limited liability company. The principal office of Developer is located at 401 West Idaho Street, Boise, Idaho 83702. Developer reserves the right pursuant to Section 2.7 to transfer its rights under this Agreement as authorized herein, including the right to have the Property to which it is to take title hereunder conveyed to and developed by an affiliated entity that Developer (or the current managers of Developer) controls ("Developer Affiliate").

2.4.3. Developer's General Contactor

Developer originally selected McAlvain Companies, Inc., an Idaho corporation, and Andersen Construction Company of Idaho LLC, an Idaho limited liability company, who have entered into a joint venture to be the general contractor on the Private/Public Project ("McAlvain/Andersen"). On October 11, 2023, Developer requested a general contractor change from McAlvain/Andersen to Petra General Contractors, which substitution was approved by the Agency Executive Director following confirmation of Petra General Contractors' (the "General Contractor") financial capacity and experience with construction of projects similar to the Private/Public Project. The qualifications and identity of Developer's general contractors are of particular concern to Agency. In the event Developer desires to select another General Contractor for the Private/Public Project, other than the contractors identified in materials supplied to the Agency by Developer, Developer agrees to notify Agency of its intent to select another general contractor, provide the identity of the substitute general contractor, and provide Agency with the substitute general contractor's certification of (i) its financial capacity and (ii) evidence the substitute general contractor has the same or better experience with construction

of projects similar to the Project. Following submission of the above, the Executive Director's consent to Developer's selection of the substitute general contractor shall be in writing, which consent may not be unreasonably withheld, conditioned, or delayed so long as the substitute general contractor has the same or better net worth as the original general contractor and the same or better experience with construction of projects similar to the Private/Public Project

2.5. The Private/Public Project

The Private/Public Project that is the subject of this Agreement includes, in part, the proposed development on the Site, of a seven-story mid-rise building with no fewer than 217 housing units (currently designed to include 222 housing units), including active ground-floor uses, Market Rate Units and 155 Workforce Housing units, and parking for the benefit of the housing units. Collectively, the development is also referred to as the "Project" or "Workforce Housing Project." The unit and affordability mix of the Workforce Housing Project are generally guided by the RFP, the Joint Proposal, and to the extent applicable, any City agreement or policy providing incentives to the Developer concerning affordable/Workforce Housing.

The proposed AMI unit affordability mix as set forth in the Unit Documentation, approved by the Board on November 13, 2023, is consistent with the Joint Proposal and provides for: 1) 25 units with rents set at or below 30% of 80% the then current AMI [7 studio units; 12 one bedroom units; and 6 two bedroom units]; ii) 130 units with rents set at or below 30% of 120% the then current AMI [34 studio units; 66 one bedroom units; and 30 two bedroom units], and iii) 67 Market Rent Units that are not subject to rent restrictions [17 studio units; 36 one bedroom units; and 14 two bedroom units]. The Workforce Housing units represent approximately 70% of the total available units as currently contemplated. Through design refinement, the 80% AMI and 120% AMI unit counts are unchanged, the number of two-bedroom units in each rent category has increased as a response to the Agency Board's request to include more rent-restricted two bedroom units, the unit mix shifted to include more one bedroom units and fewer studios in each rent category, and the total number of Market Rate Units increased from 65 to 67.

The Workforce Housing Project will be restricted as set forth in the Affordable Housing Covenant (**Attachment 11**).

The Project contemplates approximately forty-two (42) on-site parking stalls accessible from the alley, together with not less than sixty-five (65) off-site parking stalls to be provided as part of the proposed Block 68 S Mobility Hub project,³ which within the Agency's parking ownership, not less than sixty-five (65) residential parking passes will be made available to the Workforce Housing Project tenants at market rate, or such other locations secured by Developer. Depending on the resolution of the need for public parking for the Project, the Parties will

³ It is anticipated the Original Block 68 South DDA Parcel and 1010 W. Jefferson Street-Parking Lot (Parcel No. R1013004556), will be conveyed pursuant to the terms of the Block 68 South DDA, as may be amended or amended and restated from time to time, for the development of the Mixed-Use Housing & Mobility Hub Project as proposed in the Joint Proposal.

consider the need for a Parking Agreement to address parking rights and obligations within the Block 68 S Mobility Hub project.

The ground floor activated space of the Project is reduced from 10,200 square feet to approximately 3,362 square feet, which reduction is due in part to the relocation of the childcare facility to Block 68 South. The ground floor commercial space may be leased to retailers and/or commercial users, or other permitted users under applicable law and this Agreement. The Workforce Housing Project is anticipated to be LEED Certified and Developer is bound by the Green Building Certification, dated July 3, 2021, and executed by J. Dean Papé and submitted with the Joint Proposal (**Attachment 10**). The Workforce Housing Project shall be constructed consistent with the City of Boise's Green Construction Code in place as of the date of the Green Building Certification. In the event the Green Construction Code does not pertain to the construction type, Developer will obtain written confirmation from a Boise City building official that the Workforce Housing Project meets or exceeds the Green Construction Code in place as of the Original DDA Effective Date consistent with the requirements set forth in Boise City Code, Title 9, Chapter 13 as if the Workforce Housing Project was governed by the Green Construction Code.

In addition to the Workforce Housing Project, the development of Block 69 N and adjacent public property may also include public infrastructure improvements related to that portion of the Rebuild 11th Street Project adjacent to the Site and may include other Public Project Improvements, as more specifically described in Section 11, and the Type 4 Agreement, and any other improvements installed for the benefit of the public as part of the Project.

Collectively, the Workforce Housing Project, the portion of the Rebuild 11th Street Project to be undertaken by Developer, and the Public Project Improvements are referred to as the "Private/Public Project."

The Workforce Housing Project will substantially conform to the Scope of Development as set forth in the Joint Proposal, and as further refined through the design process as set forth in Section 8.

2.6. Disposition Does Not Contemplate Land Speculation

Developer represents and warrants that each of its undertakings pursuant to this Agreement are and will be used for the purpose of the development of the Private/Public Project in compliance with the Urban Renewal Law, and not for speculation in landholding. Agency's conveyance of the Property to Developer is for the express purpose of constructing the Private/Public Project and no substitution or replacement project is permitted under the terms of this Agreement without the express written permission from the Agency Board.

2.7. Selection of Developer

Developer further recognizes that in view of:

- (1) The importance of the Project as part of the development of the Property to the general welfare of the community;
- (2) the reliance by Agency on the real estate expertise of Developer and the continuing interest which Developer will have in the Project to assure the quality of the use, operation, and maintenance of the development thereof; and
- (3) the fact that a change in control of Developer or any other act or transaction involving or resulting in a change with respect to the identity of the parties in control of Developer as of the Original DDA Effective Date (other than in the event of death or incapacity of any non-entity manager of Developer), or the degree thereof may be for practical purposes a transfer or disposition of any portion of the Project;

that the qualifications and identity of Developer are of particular concern to Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with Developer. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. Except as provided herein, Developer shall not assign all or any part of this Agreement without the prior written approval of Agency.

Developer warrants and represents to Agency that Developer is a manager-managed limited liability company. The sole managers of Developer are J. Dean Papé, and Jill Sherman, respectively (each a “Manager”, or collectively, the “Managers”). J. Dean Papé is acting pursuant to the authority granted to him by deChase Development Services LLC and Jill Sherman is acting pursuant to the authority granted to her by Edlen and Co., LLC. Collectively, the Managers have full and exclusive authority, power, and discretion to manage and control the business and affairs of Developer relating to the acquisition of the Property and development of the Private/Public Project, without the need for approval by the members of Developer. A copy of the Operating Agreements for deChase Development Services LLC and Edlen and Co., LLC was previously provided to Agency, which Operating Agreements confirmed the authority of J. Dean Papé, and Jill Sherman to manage and control the business and affairs of Developer with the requisite authority granted by deChase Development Services LLC and Edlen and Co., LLC. A copy of Developer’s Operating Agreement confirming the authority of J. Dean Papé and Jill Sherman to manage and control the business and affairs of Developer was previously provided to Agency. The following shall not be changed without the prior written approval of the Agency Board until the Certificate of Completion has been issued: (a) the structure of Developer as a manager-managed limited liability company; (b) the identity of the Managers; (c) a reduction in number of Managers; (d) the authority of the Managers as it relates to the Property and the Private/Public Project (other than in the event of death or incapacity of any non-entity Manager of Developer); and (e) Edlen & Company and deChase Miksis/deChase Development Services LLC continue to be members of Developer. The representations and warranties made in this paragraph are true and correct as of the Effective Date.

It shall not be unreasonable for Agency to withhold its approval to assign all or any part of this Agreement when using criteria such as those used by this Agency in selecting redevelopers for similar developments, or because the proposed transferee does not have the current financial strength, the experience, or reputation for integrity equal to or better than Edlen & Company and deChase Miksis as of the Original DDA Effective Date. Developer shall promptly notify Agency of any and all changes whatsoever in the identity of the Managers. This Agreement may be terminated by Agency if there is any significant change (voluntary or involuntary) in the management or control of Developer in violation of this Agreement (other than such changes occasioned solely by the death or incapacity of an individual of any non-entity Manager for Developer) that has not been approved by the Agency Board prior to the time of such change, if such change occurs prior to the issuance of the Certificate of Completion. Notwithstanding the foregoing, Agency consents to the assignment of this Agreement to Block 69 North Investment LLC, an Idaho limited liability company, at or prior to Closing. Developer represents and warrants that Block 69 North Investment LLC will be controlled by Developer through its Managers such that Developer and its Managers have full and exclusive authority, power, and discretion to manage and control the business and affairs of Block 69 North Investment LLC, the assignee of Developer's rights and obligations hereunder relating to the acquisition of the Property and development of the Private/Public Project. Developer and Block 69 North Investment LLC (the "Permitted Transferee") shall execute an assignment and assumption agreement and deliver the same to Agency prior to Closing (a "Permitted Transfer"). After the Permitted Transfer, the Permitted Transferee shall be Developer for the purposes of this Agreement.

Notwithstanding any other provisions hereof prior to issuance of the Certificate of Completion, Developer or the Permitted Transferee reserves the right, at its discretion and without the prior written consent of Agency, subject to the disclosure requirements set forth below, to have investors in the Private/Public Project, provided that Developer maintains operating control for day-to-day operations and development of the Private/Public Project and remains fully responsible to Agency as provided in this Agreement with respect to the Property. This section is not deemed to preclude mortgage-lender participation and conditions therein, provided such mortgage-lender participation complies with this Agreement.

Prior to the issuance of the Certificate of Completion, Developer is required to make full disclosure to Agency of its principals, officers, managers, and key managerial employees involved in the Private/Public Project and all similar material information concerning Developer, to the extent relevant to the performance hereunder. Developer may be required to identify the financial capability of its investors through redacted subscription agreements of the same or similar form provided to any Lender for the limited purpose of establishing evidence of Private/Public Project equity financing provided such information shall not be subject to public disclosure by the Agency (unless otherwise in the public record), and as further described in Section 14.10.

3. RIGHT OF ENTRY/REVIEW OF TITLE

3.1. Right of Entry; Developer's Investigations

3.1.1. Due Diligence Activities

The Parties previously entered into an Access Agreement on June 6, 2022, which was subsequently amended by the First Amendment to the Access Agreement, dated June 30, 2022, to add the YMCA as a party, and which was further subsequently amended by the Second Amendment to the Access Agreement, dated September 6, 2022, to extend the termination of the Access Agreement, which agreement may be further amended from time to time (collectively, the “Access Agreement”). Subject to the terms and conditions of the Access Agreement, the Agency and YMCA granted Developer a limited, revocable license and right to reasonably access the Agency Development Parcels and the YMCA Parcels (as defined in the Access Agreement) for the purpose of conducting due diligence as further described therein (the “Due Diligence Investigations”), including any reports, testing results, studies, or other information related to Agency Development Parcels and the YMCA Parcels as further described therein (the “Due Diligence Materials”).

To facilitate review of the Due Diligence Investigations and title to the YMCA Parcels and the Agency Exchange Parcel, as further described below, and as the YMCA is not a party to this Agreement and Developer is not a party to the Land Exchange Agreement, the YMCA is intending to consent to or has consented to the assignment of Agency’s rights, interests and obligations in the Land Exchange Agreement to review and approve Due Diligence Investigations related to the Property to Developer, as may be further set forth in a separate assignment and assumption agreement between Agency, the YMCA, and Developer.

Developer, Agency and YMCA entered into the Extension to Due Diligence Deadline, dated March 17, 2023, to accommodate additional due diligence activities, which agreement was subsequently amended by the Second Extension to Due Diligence Deadline, dated April 27, 2023, and was subsequently amended by the Third Extension to Due Diligence Deadline, dated June 13, 2023, and was subsequently amended by the Fourth Extension to Due Diligence Deadline, dated August 9, 2023, extending the due diligence deadline to December 15, 2023 (the “Due Diligence Period”) (collectively, the Extensions to Due Diligence Deadline, as amended, are referred to as the “Due Diligence Extensions”). The Due Diligence Investigations related to the Property are completed and the results of the Due Diligence Investigations have been shared with the Agency pursuant to the Access Agreement and this Agreement. No additional Due Diligence Investigations will occur on the Property and the Parties are satisfied with the results of the Due Diligence Investigations and the Due Diligence Materials. Developer has deemed the Due Diligence Investigations of the Property to be satisfactory and waives the right to terminate this Agreement before the expiration of the Due Diligence Period.

3.1.2 Right of Entry; Access

Pursuant to the Land Exchange Agreement, the YMCA granted Agency, its agents, employees, and engineers a right of entry to the YMCA Parcels during the Due Diligence Period set forth in the Land Exchange Agreement for the purpose of undertaking such examinations, studies, surveys, inspections, and investigations as are reasonably necessary to investigate the conditions of the YMCA Parcels. To facilitate development of the Project, Developer requires a right of entry on the Property. Developer's access to the Property shall be governed by the Access Agreement, the Land Exchange Agreement, and this Agreement. Subject to the YMCA's written consent, the conditions set forth in this Agreement, including the insurance and indemnity provisions set forth in Section 9, Developer and its agents, contractors, consultants, and employees shall be given permission to access the Property at all reasonable times until the Closing (or earlier termination of this Agreement), during normal business hours, for the purpose of conducting tests and inspections of the Property, including surveys and architectural, engineering, geotechnical and environmental inspections and tests; provided, however, any intrusive or invasive investigations (e.g., core sampling, and including, without limitation, any environmental testing other than a Phase I or Phase II Environmental Site Assessment or update to any prior environmental assessments) shall be subject to the YMCA's prior written consent.

Developer shall provide to Agency (with a copy to the YMCA), promptly upon completion and receipt of the same and at no cost or expense to Agency (or the YMCA), a list of all reports, studies and test results prepared by Developer's consultants and copies of any of the above-listed materials. All of the foregoing inspections shall be performed by Developer at Developer's sole cost and expense subject to the Access Agreement, the Land Exchange Agreement, and this Agreement.

As a condition to any such entry, inspection or testing, Developer shall (a) notify Agency and YMCA in advance of the date and purpose of the intended entry and provide to Agency and YMCA the names and/or affiliations of the persons entering the Property; (b) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property; (c) comply with all applicable laws and governmental regulations; (d) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed by or on behalf of Developer; (e) maintain or assure maintenance of workers' compensation insurance on all persons entering the Property in the amounts required by the State of Idaho; and (f) promptly repair any and all damage to the Property caused by Developer, its agents, employees, contractors, or consultants and return the Property to its original condition following Developer's entry.

Developer shall indemnify, defend, and hold harmless Agency, and its officers, officials, representatives, members, employees, volunteers and agents from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the entries of Developer, its agents, contractors, consultants, and employees upon the Property or from Developer's failure to comply with the conditions to Developer's entry onto the Property pursuant to the terms of the Access Agreement, the Land Exchange Agreement, and as otherwise

provided for herein; provided however, the indemnity shall not extend to protect Agency for matters arising from the negligent or wrongful act or omission of Agency, or its respective officers, agents, or employees, from conduct resulting in an award of punitive damages against Agency during the Agency's ownership of the Property, or for matters which Agency has agreed to indemnify Developer. Such indemnity shall survive the Close of Escrow or the termination of this Agreement for any reason.

3.2 Review of Title; Approved Title Exceptions

Prior to the Effective Date of the Original Disposition and Development Agreement, Developer received a Title Commitment for Title Insurance and underlying title documents disclosed therein for the Agency Exchange Parcel issued by the Title Company under Commitment No. 22459858 having an effective date of July 28, 2022, and the YMCA Parcels under Commitment No. 22459864 having an effective date of August 18, 2022, and an ALTA Survey for entirety of the Property (collectively, the "Title Report") (**Attachment 5**).

Title Review of the YMCA Parcels is set forth in the Land Exchange Agreement and the Partial Assignment and Assumption Agreement by and between Agency and Developer and consented to by the YMCA, as may be amended or amended and restated from time to time. Developer timely notified Agency in writing of its objections of any exception shown in the Title Report for the Property (the "Title Objections") and Agency timely responded. Contingent upon closing under the Land Exchange Agreement, it is generally understood all matters shown on the Title Report for the Property, except monetary encumbrances and leaseholds (which shall be removed without the need for Developer to make any Title Objections relating thereto) and those Title Objections which Agency agrees to satisfy or are otherwise obligated to satisfy at or prior to Closing pursuant to this Section, shall be "Permitted Title Exceptions."

To the extent the Land Exchange is not a simultaneous closing with the Close of Escrow under this Agreement and closes more than twenty (20) business days prior to the Close of Escrow under this Agreement, Title Review in this Agreement will be limited to the following:

Not less than twenty (20) business days prior to the Closing, Developer shall obtain a supplement to the Title Report (with the understanding that Developer shall have the right to order updates to the Title Report at any time prior to Closing) disclosing any new title matters that may adversely affect the development of the Project, not disclosed to Developer prior to the Original DDA Effective Date. Developer shall have five (5) business days from receipt of such supplemental title report (and all underlying documents referenced therein) to notify Agency of any objections ("Supplemental Title Objections") it may have with respect to the supplemental title report.

If Developer does not give such notice within such five (5) business day period, such failure shall be conclusively deemed to be Developer's approval of those matters.

If Developer has any Supplemental Title Objections, Agency shall have five (5) business days after receipt thereof to notify Developer that Agency (a) will cause or (b) elects not to cause any or all of the Supplemental Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to Developer. Agency's failure to notify Developer within such five (5) business day period as to any Supplemental Title Objections shall be deemed an election by the Agency not to remove or have the title company insure over such Supplemental Title Objection. The failure to cure any Supplemental Title Objection as specifically agreed to by the Parties constitutes a breach of the Agreement.

If Agency notifies or is deemed to have notified Developer that Agency shall not remove nor have the Title Company insure over any or all of the Supplemental Title Objections within the time periods provided herein, then Developer shall have three (3) business days to respond to Supplemental Title Objections to either (a) terminate this Agreement; or (b) waive the Supplemental Title Objections and cause Agency to proceed to Closing, without any abatement or reduction in the purchase price on account of such Supplemental Title Objections; or (c) propose an abatement or reduction in the purchase price on account of such Supplemental Title Objections, which the Agency shall have two (2) business days to accept or reject. To the extent there is an unforeseen encumbrance clouding title, the parties agree to promptly and reasonably cooperate with each other in good faith to resolve the title issue to allow the transaction to proceed.

If Developer does not give notice within the applicable time period for Supplemental Title Objections, Developer shall be deemed to have elected to waive the Supplemental Title Objections, as applicable. Developer shall be entitled to request additional endorsements to the final Title Policy and to obtain extended Title policy, at no cost or expense to Agency but with Agency's reasonable and customary cooperation, including the execution of a customary and commercially reasonable owner's affidavit from either the YMCA or the Agency, as required by the Title Company, unless the same are necessary to satisfy or remove any Supplemental Title Objections.

3.3 Compliance with Laws

Developer shall comply with applicable laws and building codes with respect to any investigations on the Property prior to Closing.

3.4 Demolition and Clearance

The Parties acknowledge there will be pre-Closing demolition of the structures existing on the Property in preparation for development of the Project. Costs for demolition and clearance, any environmental remediation, and any site and soil remediation, including soil compaction, shall be included in the Reuse Appraisal as a development cost if undertaken by Developer. In either event, the Party contracting for the pre-Closing demolition work (or responsible for the payment of such costs) shall pay for such services or provide such indemnities

and affidavits to the Title Company to insure over any work or claim of liens which could result in a break in priority for pre-Closing services in the Title Policy.

4. EVIDENCE OF PROJECT FINANCING AND UNIT MIX, AFFORDABILITY AND PROJECT RENTAL REQUIREMENTS

4.1. Submission of Preliminary Evidence of Financing

No later than April 30, 2024, or such later time as may be approved by Agency Executive Director, Developer shall submit to Agency's Executive Director evidence reasonably satisfactory to the Executive Director that Developer will have at or before Closing the financial capability necessary for the construction of the Private/Public Project pursuant to this Agreement. Preliminary evidence of financing submitted to the Agency may be subject to the Public Records Act, Title 74, Chapter 1, Idaho. To the extent Developer claims any part of the submission as required under this Section is exempt from disclosure, the submission process is outlined in Section 15.10. Such preliminary evidence of financial capability may include all of the following depending on the structure of the final financing of the Private/Public Project. Financing documents will be provided for the Private/Public Project:

- (a) Reliable cost estimates for Developer's total cost of developing the Private/Public Project (including both "hard" and "soft" costs) ("Project Budget").
- (b) A copy of a loan term sheet evidencing a construction loan, obtained by Developer from a qualified lender supervised, approved, regulated, or insured by any agency of the Federal government, in part, identifying Developer as the borrower, including the amount to be loaned, interest rate, term of financing, covenants, closing deliverables, required guarantees, and collateral, and any expiration date, of such term sheet.
- (c) When available, copies of equity investor subscription agreements (redacted as reasonably necessary to protect the individual information about each investor) committing funding solely for this Private/Public Project, including the subscription amount and timing for each contribution during the construction of the Private/Public Project. The financial documentation to be reviewed may depend on the type of equity investor.
- (d) Statement from Developer outlining how debt and equity funds will be used to construct the Private/Public Project.
- (e) A copy of a loan term sheet evidencing permanent or mini-permanent financing for a period of time beyond the construction completion date of the Private/Public Project (which may include the original construction financing term sheet with a financing term that extends beyond such construction completion date), obtained by Developer from a qualified lender supervised, approved, regulated, or insured by any agency of the Federal government, in part, identifying Developer as the borrower, including the amount to be loaned, interest rate, term of the financing, covenants, closing deliverables, required guarantees and collateral, and any

expiration date, of such term sheet.

- (f) If applicable, copies of documents related to any City incentives non-monetary and/or monetary related to the construction and/or financing of the Private/Public Project.
- (g) Staff review of the Developer's pro forma.
- (h) If the total Project Budget exceeds the amount of funding commitments received pursuant to subparagraph (b) or (c) above, evidence reasonably satisfactory to the Executive Director demonstrating that Developer has or will have adequate funds available and committed to cover such difference. If there is a funding gap, Developer will submit a certified statement identifying the amount of the funding gap and the general sources of funds anticipated to cover the funding gap to finance construction of the Private/Public Project, including financial documentation as outlined in (c) above. Evidence of closing the funding gap reasonably satisfactory to the Executive Director will be a closing condition. Each commitment for financing shall be in such form and content acceptable to the Executive Director and shall reasonably evidence a firm and enforceable commitment, with only those contingencies and conditions that are standard or typical for similar projects prior to land closing.
- (i) When available, initial Identification of the Completion Guarantor(s) (defined below). When available, copy of any guaranty agreements and information and/or documents supporting financial capability of the Completion Guarantors in a form provided to any Lender.

Developer acknowledges the Agency reserves the right, in its discretion, to have the Developer's submitted evidence of financing, and as may be supplemented from time to time, be subject to a third-party review.

4.1.1. Completion Guaranty

Developer will deliver prior to Closing a completion guaranty (the "Completion Guaranty") from a guarantor or guarantors with sufficient financial resources, as established through the submission and/or review of certain financial documentation reasonably required by the Executive Director and of the form and extent required by any Lender to extending financing upon the issuance of a Completion Guaranty in the favor of Lender and Agency to ensure the Project being financed will be completed in the event of a Developer default and/or cost overruns (the "Completion Guarantor"). The Completion Guarantor cannot be the Developer.

4.2. Time to Approve Preliminary Evidence of Financing

The Agency Executive Director will approve, conditionally approve, or disapprove of Developer's preliminary evidence of financing submitted pursuant to Section 4.1, in a format as agreed to by the Parties, within forty-five (45) days of receipt of a complete submission, or

resubmission, as the case may be. Agency's approval of the preliminary evidence of financing shall not be unreasonably withheld, conditioned, or delayed. If the Agency's Executive Director conditionally approves or disapproves of any portion of the preliminary evidence of financing, such conditional approval or disapproval will be in writing to Developer stating the specific reasons for such disapproval or the specific conditions to the Executive Director's approval. Developer will promptly resubmit the preliminary evidence of financing, as modified to conform to Agency's requirements, not more than twenty (20) days after receipt of the Agency Executive Director's conditional approval or disapproval and this process shall continue until the Parties reach agreement on the preliminary evidence of financing.

4.3. Attachment 7 Form of Deed

Commencing May 15, 2024, and on the 15th of each month until Closing, Developer will provide a financing update to Agency, in writing, or in a format as otherwise agreed to by the Parties and will update preliminary evidence of financing submissions when available.

4.4. Lender Modifications and Assignment

The Parties acknowledge that substantial debt and equity financing will be necessary for the development of the Private/Public Project. This debt and equity financing may include any mortgage, deed of trust, monetary lien, financing conveyance, or other voluntary monetary lien of any kind (each, as "Mortgage").

4.4.1. Lender

For purposes of this Agreement, the term "Lender" shall singly and collectively include the following: (a) any lender under a Mortgage concerning all or any portion of the Property, and (b) any successor or assign of the foregoing.

4.4.2. Requested Provisions of Any Mortgage

Developer agrees to request that any Mortgage provide that the Lender shall give notice to Agency in writing by registered or certified mail of the occurrence of any default by Developer under the Mortgage at the time notice of any default is provided to Developer, and that Agency shall be given notice at the time any Lender initiates any Mortgage foreclosure action. In the event of any such default, Agency shall have the right to cure such default, provided that Developer is given not less than ten (10) days' prior notice of Agency's intention to cure such default. If Agency shall elect to cure such default, Developer shall pay the cost thereof to Agency upon demand, together with the interest thereon at the maximum interest rate permitted by law, unless (i) Developer cures such default within such 10- day period, or (ii) if curing the default requires more than ten (10) days and Developer shall have commenced cure within such ten (10) days after such notice, Developer shall have (A) cured such default within thirty (30) days or such greater time period as may be allowed by Lender after commencing compliance, or (B) obtained from the Lender a written extension of time in which to cure such default.

4.4.3. Application of Agreement to Lender's Remedies

No provision of this Agreement shall limit the right of any Lender to foreclose or otherwise enforce any Mortgage, nor the right of any Lender to pursue any remedies for the enforcement of any pledge or lien upon the Property; provided, however, that in the event of a foreclosure sale under any such Mortgage or sale pursuant to any power of sale contained in any such Mortgage, the purchaser or purchasers and their successors and assigns and the Property shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants herein provided for, including past due obligations of Developer.

4.4.4. Accommodation of Lenders

Agency is obligated to act reasonably in all dealings with Lenders, to make reasonable accommodations with respect to the interests of Lenders, and to agree to reasonable amendments to this Agreement as reasonably requested by a prospective lender.

4.4.5. Assignment for Security Purposes

Developer shall be entitled to assign its interest in this Agreement and the Project for security purposes only, to any Lender, upon Agency's reasonable consent, provided such consent shall not be unreasonably withheld, conditioned, or delayed if the final construction loan documents substantially comply with preliminary evidence of financing required per this Agreement, and they are otherwise on commercially reasonable terms and conditions. Agency shall reasonably cooperate to negotiate and execute any commercially reasonable financing documents acceptable to Agency required by any Lender to close the construction financing as part of the larger Closing, which do not impair the Agency's rights under or intent of the Agreement.

Should Lender exercise its assignment rights, Lender agrees to cure Developer's defaults under this Agreement.

Lender requested modifications to the Agreement must be submitted to the Executive Director for the Agency Board's consideration for approval at its next regularly scheduled meeting pursuant to agenda posting requirements under Title 74, Chapter 2, Idaho Code and Agency policy.

4.4.6 Completion Guaranty Issued to Agency

Developer will negotiate with the Lender as a financing condition the terms of a commercially reasonable Completion Guaranty to be issued in the favor of Lender and Agency to ensure the Private/Public Project being financed will be completed in the event of a Developer default resulting in Developer no longer developing the Property for those periods set forth in Sections 13.7.1 and Section 13.7.2.

4.5. Submission of Unit Documentation

On October 18, 2023, Developer submitted revised Schematic Design Documentation, including updated and refined unit mix and unit affordability information, to Agency's Executive Director for the Agency Board's consideration for approval at its November 13, 2023, scheduled meeting. The updated submission included the following:

- (a) Unit mix identifying the different unit types and how many of each will be included in the Project;
- (b) Description of unit affordability by percentage of AMI (80%, 120%, or market rate) and the corresponding unit mix;
- (c) Matrix showing updates to unit mix and unit affordability as set forth in the Joint Proposal;
- (d) Written statement describing in detail any changes to unit mix and unit affordability;
- (e) Representative unit layouts (specifically designed for this Project);
- (f) General representations of intended interior quality/finishes (may be provided from examples of other projects by Developer);
- (g) Minimum square footage of unit types.

(collectively, the "Unit Documentation"). The Unit Documentation revised the Unit Documentation provided by Developer on April 28, 2023, and conditionally approved by the Board on June 12, 2023, and reverts the Project design to standards similar to those established in the Original Disposition and Development Agreement. A comparison chart shows the proposed final unit mix and affordability matrix included in the Schematic Design Documentation compared to the Joint Proposal and the Original Disposition and Development Agreement:

Block 69N Unit Affordability			
<u>80% AMI Comparison</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>
Micro Studio	n/a	3	n/a
Studio	12	3	7
Open 1 Bedroom	n/a	3	n/a
One Bedroom	10	8	12
One Bedroom + Den	n/a	2	n/a
Two Bedroom	3	6	6
Total	25	25	25
<u>120% AMI Comparison</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>
Micro Studio	n/a	17	n/a
Studio	63	15	34
Open 1 Bedroom	n/a	15	n/a
One Bedroom	53	41	66
One Bedroom + Den	n/a	12	n/a
Two Bedroom	14	30	30
Total	130	130	130
<u>Market Rate Comparison</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>
Micro Studio	n/a	8	n/a
Studio	32	7	17
Open 1 Bedroom	n/a	7	n/a
One Bedroom	26	20	36
One Bedroom + Den	n/a	6	n/a
Two Bedroom	7	14	14
Total	65	62	67

Overall, the refined final Unit Documentation provides for:

- A simplified unit mix removing the “Micro Studio,” the “Open 1 Bedroom,” and the One Bedroom + Den” layouts. While not shown, two new walk-up unit types have been added; a one-bedroom and a two-bedroom layout;
- The total unit count will be no fewer than 217 housing units, with the proposed final unit count at 222 housing units;
- Retention of the higher number of two-bedroom apartments as originally requested by the Agency Board;
- The Workforce Housing units continue to represent approximately 70% of the total available units as currently contemplated: 25 units with rents set at or below 30% of 80% the then current AMI [7 studio units; 12 one bedroom units; and 6 two bedroom units]; and 130 units with rents set at or below 30% of 120% the then current AMI [34 studio units; 66 one bedroom units; and 30 two bedroom units];
- Market Rent Units that are not subject to rent restrictions increased from 65 to 67 units [17 studio units; 36 one bedroom units; and 14 two bedroom units]; and
- The unit mix shifted to include more one bedroom units and fewer studios in each rent category.

The Agency Board approved Developer’s Unit Documentation in writing within fifteen (15) days of the Agency Board meeting considering the Unit Documentation.

To the extent the Unit Documentation is different from the documentation/information submitted to the Reuse Appraiser, the updated Unit Documentation as approved by the Agency

Board will need to be immediately submitted to the Reuse Appraiser, and if necessary, the Reuse Appraisal, or the Reconciliation Reuse Appraisal (defined below) may need to be supplemented.

5. REUSE APPRAISAL

5.1. Reuse Appraisal and Purchase Price; Reconciliation Reuse Appraisal

The purchase price for the Property is One Hundred Dollars and no/100 (\$100.00) (the "Purchase Price") subject to the Reuse Appraisal (defined below) and the Reconciliation Reuse Appraisal (defined below).

By law, Agency may dispose of real property for no less than the fair reuse value. In order to determine the fair reuse value, Agency has or will engage Mountain States Appraisal, LLC (the "Reuse Appraiser") to determine the fair reuse value for the Property (the "Reuse Appraisal") at Agency's expense.

The Reuse Appraisal shall establish the fair reuse value of the parcels to be disposed of by the Agency as required under the Law (the "Residual Land Value"). If the Residual Land Value is greater than the Purchase Price, prior to Closing, the Purchase Price will automatically be adjusted upwards to increase the amount of the Purchase Price to the amount of the Residual Land Value.

In the timelines provided in Section 5.2, Developer will submit updated Reuse Appraisal Data and the Agency will obtain an updated Reuse Appraisal for the Property (the "Reconciliation Reuse Appraisal") at Agency's expense, which Reconciliation Reuse Appraisal will consider any material changes to the Reuse Appraisal Data used to support the Reuse Appraisal in order to confirm the amount of the Residual Land Value and the Purchase Price. The Purchase Price will automatically be adjusted either upwards or downwards to the amount of the Residual Land Value in the Reconciliation Reuse Appraisal, which will establish the final Purchase Price, recognizing the Purchase Price cannot be less than One Hundred Dollars and no/100 (\$100.00).

5.2. Reuse Appraisal Data

By December 18, 2023, Developer shall submit to Agency and the Reuse Appraiser the data required by the appraiser, which data ("Reuse Appraisal Data") is needed by the Reuse Appraiser to prepare the Reuse Appraisal for the Workforce Housing Project. Developer is required to supplement the Reuse Appraisal Data during the course of the Reuse Appraisal and shall submit this supplementary data in a timely manner as required by the Reuse Appraiser and Agency. The Reuse Appraisal Data includes but may not be limited to:

- density of development,
- costs expected to be incurred and revenues expected to be realized in the course of developing and disposing of the Property,
- residential unit types,

- commercial unit types,
- unit affordability,
- sizes and expected rents,
- construction type and materials,
- exterior and interior finish materials,
- square footages of uses other than residential,
- leasing assumptions for other uses and assets such as office space, retail space and parking spaces,
- parking stalls and usage,
- assumptions regarding soft costs such as marketing and insurance, risks of Agency, risks of Developer,
- Developer participation in the funding of public facilities, and,
- estimated or actual Developer return including assumptions regarding entrepreneurial incentive, overhead and administration as these factors apply to the Project.

Developer acknowledges that Agency will be unable to commence the Reuse Appraisal process without Developer's submittal of the Reuse Appraisal Data directly to the Reuse Appraiser and not submitted through Agency for submission to the Reuse Appraiser.

Within fifteen (15) days of Developer's submission of its application for the issuance of a building permit and the submission of the Final Construction Drawings to the Executive Director, the Developer will submit updated Reuse Appraisal Data, specifically identifying any material changes to the Reuse Appraisal Data previously submitted to support the Reuse Appraisal. The updated Reuse Appraisal Data will be submitted to the Reuse Appraiser to prepare the Reconciliation Reuse Appraisal for the Project. Developer acknowledges that Agency will be unable to commence the Reconciliation Reuse Appraisal process without Developer's complete submittal of the updated Reuse Appraisal Data.

Should obtaining the Reconciliation Reuse Appraisal delay Closing, such delay will not be a basis for termination of this Agreement and Agency will not be liable for any resulting costs and fees related to any delay.

6. DISPOSITION AND CONVEYANCE OF THE PROPERTY

6.1. Disposition and Conveyance of the Property

In accordance with and subject to all the terms, covenants, and conditions (including the attachments) of the Land Exchange Agreement and this Agreement, contingent upon and following the Closing under the Land Exchange Agreement, the Agency agrees to convey the entire fee estate of the Property in the condition required pursuant to Section 7 of this Agreement to Developer.

Developer agrees to develop the Property and complete construction of the Private/Public Project no later than June 30, 2026, subject to forced delay as set forth in Section 14.6, for the consideration, and subject to the terms, conditions, and provisions of this Agreement, including, without limitation, as provided in the Schedule of Performance (**Attachment 3**) and the other attachments. Agency agrees to meet its obligations herein provided with respect to the Property including, without limitation, as provided in the Schedule of Performance. The time periods set forth in the Schedule of Performance may be cumulatively extended for up to 60 days in total if the delays are caused by matters beyond Developer's reasonable control or otherwise consented to by Agency or may be extended further for any forced delay as set forth in Section 14.6. Any cumulative extension beyond 60 days in total must be agreed to by the Agency Board by an amendment to this Agreement.

Notwithstanding the foregoing, the Parties agree to meet and confer regarding the Schedule of Performance upon submission of the preliminary evidence of financing as provided in Section 4.1 to evaluate the proposed Schedule of Performance to determine whether to proceed with an amendment to this Agreement to update the Schedule of Performance.

6.1.1. [RESERVED]

6.1.2. Deposit and Payment of Purchase Price

- (a) **Deposit.** Developer previously deposited with Agency the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500) under the terms of the Original Disposition and Development Agreement (the "Deposit"). The Deposit will be credited towards Developer's closing costs or the Purchase Price at Closing. Unless otherwise set forth herein, any remaining portion of the Deposit after payment of Developer's closing costs or Purchase Price will be returned to the Developer at Closing.
- (b) **Closing Funds.** Prior to the Closing, the balance of the Purchase Price (if additional funds required) shall be deposited into Escrow by Developer by (i) a wire transfer of funds, (ii) cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of Idaho, or (iii) cash.

6.2. Escrow

The Parties opened an escrow (the "Escrow") with the Escrow Agent under the Original Disposition and Development Agreement. A copy of this Agreement and the original Amended Memorandum (Attachment 8) duly executed and acknowledged by the Parties will be delivered to the Escrow Agent within five (5) business days after the Effective Date of this Agreement. Agency and Developer will cause the Escrow Agent to record the Amended Memorandum in the real property records of Ada County upon receipt. The Escrow Agent hereby is empowered to act under this Agreement and the Escrow Instruction Letter to carry out its duties as Escrow Agent hereunder.

6.2.1. Payment of Costs

Developer and Agency shall each pay one-half of the Escrow fee, any charges for recording the Deed, the Amended Memorandum, the Affordable Housing Covenant, and the other documents to be recorded hereunder specifically for Closing (to the extent the County Recorder's Office does not waive such charges). All Lender documents or documents to be recorded hereunder, if any, will be paid for by the Developer. Agency shall pay the charge for an ALTA standard owner's policy in the amount of Six Million, Seven Hundred Thirty Thousand Dollars and No/100 Dollars (\$6,730,000.00). Developer shall pay the charge for any additional title coverage requested by Developer, including an ALTA extended owner's policy, if Developer obtains such policies. Developer will be responsible for paying endorsements desired by Developer except for the cost of any endorsements Agency agrees to provide to cure any Title Objections and/or Supplemental Title Objections pursuant to Section 3.2. Agency and Developer shall each be responsible for their respective attorneys' fees and costs. Taxes and assessments, if any, applicable to periods before Closing shall be allocated to the Property and paid by Developer. Taxes and assessments, if any, applicable to periods before and after Closing shall be allocated to the Property and paid by Developer. Agency shall cause all utilities accounts serving the Property to be terminated on or before Closing unless otherwise requested by Developer and shall be responsible for costs associated with such utility services prior to Closing. All other costs of the Escrow not specifically allocated in this Agreement shall be allocated to the Parties as is customary in a commercial real estate transaction in Ada County, Idaho.

6.2.2. Close of Escrow

The close of escrow ("Closing") shall occur within ten (10) days after the date all of the Agency Closing Conditions and the Developer Closing Conditions in Sections 6.3.1 and 6.3.2 (other than the conditions on the delivery of documents and funds into Escrow, which shall occur during said ten (10) day period) are satisfied or waived by the benefited Party, but in no event later than August 15, 2024. The Closing means the fulfillment of the Escrow terms and conclusion of the Escrow, including, without limitation, the execution of unexecuted documents, the recordation of documents specified for recording, the issuance of title insurance policies, the payment of fees and the delivery of funds and documents as directed in the Escrow Instruction Letter. The Escrow shall close as provided in the Escrow Instruction Letter on or before the Closing.

6.2.3. Deliveries by Agency

On or before the scheduled Closing Date, Agency shall deliver the following to Escrow Agent:

- (a) the Deed to the Property, duly executed and acknowledged by Agency;
- (b) the Reconveyance Deed, duly executed and acknowledged by Agency;

- (c) the Affordable Housing Covenant, duly executed and acknowledged by Agency;
- (d) the Type 4 Agreement, duly executed and acknowledged by Agency; and
- (e) all other documents reasonably required by Escrow Agent from Agency to carry out and close the Escrow pursuant to this Agreement, including Agency's portion of the Escrow fees and prorations.

6.2.4. Deliveries by Developer

On or before the scheduled Closing Date, Developer shall deliver the following to Escrow Agent:

- (a) the balance of the Purchase Price if additional funds are required;
- (b) the Deed to the Property, duly executed and acknowledged by Developer;
- (c) copies of executed construction loan documents for the Private/Public Project, including the executed Completion Guaranty issued to Lender and Agency, consistent with the preliminary evidence of financing as approved by Agency pursuant to Section 4, and as supplemented pursuant to that Section;
- (d) certified statement from Lender that equity contributions have been committed and are available consistent with the preliminary evidence of financing as approved by Agency pursuant to Section 4, and confirmation the committed funds are to be used solely to construct the Private/Public Project;
- (e) Updated evidence of permanent and/or mini-permanent financing;
- (f) the Affordable Housing Covenant, duly executed and acknowledged by Developer;
- (g) Executed construction contract for the Private/Public Project;
- (h) the Type 4 Agreement, duly executed and acknowledged by Developer;
- (i) the Reconveyance Deed, duly executed and acknowledged by Developer; and
- (j) all other sums and documents reasonably required by Escrow Agent from Developer to carry out and close the Escrow pursuant to this Agreement, including Developer's portion of the Escrow fees and prorations.

6.2.5. [RESERVED]**6.2.6. Failure to Deliver and Termination**

If the Escrow is not in condition to close before the time for conveyance established in this Agreement, either Party who then shall have fully performed the acts to be performed before the Closing, may, in writing, terminate this Agreement in the manner set forth in Sections 13.5.6, and 13.5.7, respectively, and demand the return of its money, papers, and documents, and thereupon all obligations and liabilities of the Parties under this Agreement shall cease and terminate in the manner set forth in Sections 13.5.6 and 13.5.7, respectively. No termination or demand for return of any documents or funds shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the 10-day period, the Escrow Agent is authorized to hold all money, papers, and documents until instructed in writing by both Agency and Developer or upon failure thereof by a court of competent jurisdiction. Developer expressly assumes the risk for all design and development costs incurred by Developer, including those incurred while negotiating this Agreement. Agency is not responsible for any costs incurred by Developer except as otherwise expressly provided for in Section 13.6.1.

6.2.7. Amendment to Escrow Instruction Letter

Any amendment to the Escrow Instruction Letter shall be in writing and signed by both Agency and Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

6.2.8. No Real Estate Commissions or Fees

Agency and Developer each represents that it has not engaged any broker, agent, or finder in connection with this transaction. Developer agrees to hold Agency harmless from any claim concerning any real estate commission or brokerage fees arising out of Developer's actions and agrees to defend and indemnify Agency from any such claim asserted concerning the commission or brokerage fees. Agency agrees to hold Developer harmless from any claim concerning any real estate commission or brokerage fees arising out of Agency's actions and agrees to defend and indemnify Developer from any such claim asserted concerning the commission or brokerage fees. Provided, however, nothing herein shall prevent Developer from preleasing or preselling space within the Workforce Housing Project, thus incurring real estate commissions or brokerage fees in connection with those pre-opening activities. In no event, though, shall Agency be liable for any real estate commission or brokerage fees on account of any such preleasing or preselling activity. J. Dean Papé discloses that he is a broker but has not incurred any commissions related to this Agreement.

6.3. Conditions to Property Transfer

6.3.1. **Conditions to Agency's Obligations**

In addition to any other condition set forth in this Agreement in favor of Agency, Agency shall have the right to condition its obligation to convey the Property to Developer and close the Escrow upon the satisfaction, or written waiver by Agency, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "Agency Closing Conditions"):

- (a) **Permits and Approvals.** Developer shall have obtained all land use approvals and entitlements (or an assignment of the same from the Agency) for the development of the Private/Public Project from all governmental agencies with jurisdiction, with the exception of grading permits and building permits. The time period for appealing or challenging such approvals and entitlements shall have expired with no challenge outstanding. Developer shall have obtained approval of its final demolition and grading/utilities plans, which related plans or such other permits that will allow Developer to commence work shall be ready to be issued upon payment of fees within sixty (60) days of Closing. The building plans for Project shall be under review and ready to be issued upon payment of fees within one hundred fifty (150) days of Closing. If reasonably available from the City, Developer shall provide written confirmation from the City that the demolition and site/grading permits or such other permits that will allow Developer to commence work and approvals are ready to be issued upon the payment of fees on or after Closing and the status of the full building permit review with a list of remaining open items.
- (b) **Developer Deliveries Made.** Developer has deposited with Escrow Agent all sums, if any, and documents required of Developer by this Agreement for the Closing.
- (c) **Insurance.** Developer shall have timely submitted and obtained Agency's approval of the insurance required pursuant to Section 9.1 of this Agreement.
- (d) **Evidence of Financing.** Agency shall have approved Developer's preliminary evidence of financing in accordance with Section 4 of this Agreement and Developer has provided reasonable documentation supporting proof of funds from a bank and/or an equity partner(s) showing sufficient funds are available and committed to this Private/Public Project to close the funding gap. Developer has executed construction loan document(s), and the financing for the Private/Public Project shall close concurrently with the Closing. Developer has provided reasonable documentation supporting proof of permanent and/or mini-permanent financing and provided an opportunity for Agency to review an updated pro-forma. Lender has provided a written certification or assurances by

the Completion Guarantor certifying the Completion Guarantors continued ability to perform the terms of the Completion Guaranty.

- (e) **Unit Mix, Unit Affordability and Project Rental Requirements.** Agency shall have approved Developer's Unit Documentation establishing an agreed upon unit mix, unit affordability and project rental requirements.
- (f) **No Default.** Developer shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured or is in the cure process), and all representations and warranties of Developer contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date.
- (g) **Construction Contract.** Prior to Closing, Developer shall submit to Agency a construction contract, or other evidence satisfactory to Agency, with the General Contractor for the Private/Public Project that requires the Private/Public Project to be constructed for an amount that does not substantially exceed the Project Budget, as described in Section 4.1(a).
- (h) **Land Exchange.** That Agency and YMCA have entered into the Land Exchange Agreement for the Agency's acquisition of the YMCA Exchange Property, and pursuant to the terms of the agreement, the closing conditions have been satisfied and/or waived, and the YMCA and the Agency will contemporaneously close the transaction on the Closing Date if not closed earlier in accordance with the terms of the Land Exchange Agreement.
- (i) **[RESERVED]**
- (j) **Type 4 Agreement.** Agency and Developer have entered into Type 4 Agreement regarding the construction of certain Public Project Improvements and any agreed upon scope of the Rebuild 11th Street project.
- (k) **Reuse Appraisal.** Prior to Closing, the Reuse Appraiser shall have completed the Reuse Appraisal, and the Reconciliation Reuse Appraisal, and the final Purchase Price is established pursuant to Section 5.2.
- (l) **No Litigation.** No actions, suits or proceedings of any kind shall be threatened or pending that relate to the Property or the Project. No injunctions, orders, decrees, or rulings shall be in effect that seek to restrain or prohibit, or to obtain damages or other relief in connection with, the execution or delivery of this Agreement or the consummation of the transactions contemplated by this Agreement.
- (m) **Parking Agreement.** Prior to Closing, Agency and Developer shall agree to a form Parking Agreement to address parking rights and obligations within the Block 68

South Mixed-Use Housing & Mobility Hub Project to serve the Workforce Housing Project.

- (n) **Design and Construction Plans.** Agency shall have approved the Design Development Drawings and Final Construction Plans.
- (o) **Block 68 South DDA.** Prior to Closing, Developer is not in default under the Block 68 South DDA.

6.3.2. Conditions to Developer's Obligations

In addition to any other condition set forth in this Agreement in favor of Developer, Developer shall have the right to condition its obligation to purchase the Property and close the Property Escrow upon the satisfaction, or written waiver by Developer, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "Developer Closing Conditions"):

- (a) **Permits and Approvals.** Developer shall have obtained all land use approvals and entitlements (or an assignment of the same from the Agency) for the development of the Private/Public Project from all governmental agencies with jurisdiction, with the exception of grading permits and building permits. The time period for appealing or challenging such approvals and entitlements shall have expired with no challenge outstanding. Developer shall have obtained approval of its final demolition and grading/utilities plans, which related plans or such other permits that will allow Developer to commence work shall be ready to be issued upon payment of fees within sixty (60) days of Closing. The building plans for both the Project shall be under review and ready to be issued upon payment of fees within one hundred fifty (150) days of Closing. If reasonably available from the City, Developer shall provide written confirmation from the City that the demolition and site/grading permits or such other permits that will allow Developer to commence work and approvals are ready to be issued upon the payment of fees on or after Closing and the status of the full building permit review with a list of remaining open items.
- (b) **Agency Deliveries Made.** Agency has deposited with Escrow Agent all documents required of Agency by this Agreement for the Closing.
- (c) **Title Policy.** The Title Company is unconditionally and irrevocably committed to issue to Developer at Closing an ALTA standard coverage owner's title policy, or, upon Developer's request, an ALTA extended coverage owner's policy of title insurance ("Title Policy"), insuring Developer's title to the Property in the amount of Six Million, Seven Hundred Thirty Thousand and 00/100 Dollars (\$6,730,000.00), subject only to the following (collectively, the "Permitted Title Exceptions"): the standard exceptions and exclusions from coverage contained in

such form of the policy; matters created by, through or under Developer; items disclosed by the Survey; items that would have been disclosed by a physical inspection of the Property as of the date of the Title Report; real estate taxes not yet due and payable; the documents to be recorded under this Agreement; and any mutually agreed upon Title Objections and/or Supplemental Title Objections. If Developer requests ALTA extended coverage, any standard exceptions shall not be Permitted Title Exceptions.

- (d) **No Default.** Agency shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured or is in the cure process), and Agency's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date.
- (e) **Debt and Equity Financing.** That Developer is able to obtain financing reasonably acceptable to Developer, that Agency approved the preliminary evidence of financing pursuant to Section 4.2, that Developer has sufficient funds available and committed to this Private/Public Project to close the funding gap, and that all conditions to any financing commitments for the Private/Public Project are satisfied and such commitments are fulfilled by the lenders, equity contributions, and other third parties involved. A commitment to make a construction loan shall be considered fulfilled upon execution of the loan agreement by Developer and the lender and depositing with Escrow Agent the mortgage or deed of trust securing the loan to be executed by Developer as of the Closing Date.
- (f) **No Litigation.** No actions, suits or proceedings of any kind shall be threatened or pending that relate to the Project. No injunctions, orders, decrees, or rulings shall be in effect that seek to restrain or prohibit, or to obtain damages or other relief in connection with, the execution or delivery of this Agreement or the consummation of the transactions contemplated by this Agreement.
- (g) **Parking Agreement.** Prior to Closing, Agency and Developer shall agree to a form Parking Agreement to address parking rights and obligations within the Block 68 South Mixed-Use Housing & Mobility Hub Project to serve the Workforce Housing Project.
- (h) **Unit Mix, Unit Affordability and Project Rental Requirements.** Agency shall have approved Developer's Unit Documentation establishing an agreed upon unit mix, unit affordability and project rental requirements.
- (i) **Final Construction Documents.** Prior to Closing, the Executive Director has approved the Final Construction Documents.

- (j) **Block 68 South DDA.** Prior to Closing, Agency is not in default under the Block 68 South DDA.

6.4. Satisfaction of Conditions

Where satisfaction of any of the foregoing conditions requires action by Developer or Agency, each Party shall use its diligent efforts, in good faith, and at its own cost, to expeditiously satisfy such condition. If a Party is not in a position to know whether or not a condition precedent has been satisfied, then the Party that is aware of the status of the condition shall immediately notify the other Party.

6.5. Waiver

Agency may at any time or times, at its election, waive any of the Agency Closing Conditions set forth in Section 6.3.1, but any such waiver shall be effective only if contained in a writing signed by Agency and delivered to Developer. Developer may at any time or times, at its election, waive any of the Developer Closing Conditions set forth in Section 6.3.2, but any such waiver shall be effective only if contained in a writing signed by Developer and delivered to Agency. Notwithstanding the foregoing, Agency and Developer shall use all commercially reasonable efforts to satisfy the Agency Closing Conditions or Developer Closing Conditions, as applicable, including, without limitation, cooperation to complete any additional documents or agreements which are not in final form as of the Effective Date.

6.6. Termination

If the Escrow is not in condition to close before the time for conveyance established in this Agreement, either Party who then shall have fully performed the acts to be performed before the Closing, may, in writing, terminate this Agreement in the manner set forth in Sections 13.5.6 and 13.5.7, respectively, and demand the return of its money, papers, and documents, and thereupon all obligations and liabilities of the Parties under this Agreement shall cease and terminate in the manner set forth in set forth in Sections 13.5.6 and 13.5.7, respectively. No termination or demand for return of any documents or funds shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the 10-day period, the Escrow Agent is authorized to hold all money, papers, and documents until instructed in writing by both Agency and Developer or upon failure thereof by a court of competent jurisdiction. The terms of this paragraph shall not affect the rights of Agency or Developer, who shall not be in default, to terminate this Agreement under Section 13 hereof in the event of a default of the other Party not related to the satisfaction of condition precedent or impair or affect the rights or obligations of Agency or Developer, who shall not be in default, to specific performance in the event of a separate default by the defaulting party. Developer expressly assumes the risk for all design and development costs incurred by Developer, including those incurred while negotiating this Agreement. Agency is not responsible for any costs incurred by Developer except as otherwise expressly provided for in Section 13.6.1.

7. CONDITION OF THE PROPERTY

7.1. "As Is"

Subject to Agency's representations, covenants, and warranties expressly set forth in this Agreement, Developer acknowledges and agrees that the Property that it acquires from Agency pursuant to this Agreement shall be purchased "as is" solely in reliance on Developer's own Due Diligence Investigations. Other than as set forth in this Agreement, neither Agency nor any agents, representatives, or employees of Agent, has made any representations or warranties, express or implied, verbal or written, with respect to any aspect of the Property (including without limitation the physical and environmental condition of the Property and the subsurface conditions of the soil and water) or its fitness for any particular use. Developer will accept all existing environmental conditions present on Property as of the Original DDA Effective Date, and will indemnify, defend, and hold the Agency harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses arising from or due to the presence of environmental contamination on the Property not otherwise created by or resulting from the actions of Agency after the Effective Date. This indemnification survives Closing and recordation of the Deed.

Agency makes no representations or warranties with respect to whether the Property is currently, or in the future, located either wholly or partially in a flood plain or a flood hazard boundary or similar area.

7.2. Agency Representations

Agency represents and warrants to Developer as follows: (1) Developer has been provided with complete copies of the Title Reports for the Agency Exchange Parcel and the Property; (2) pursuant to the Access Agreement, Agency has provided Developer access to the Agency Exchange Parcel and the YMCA has provided Developer access to the Property to conduct Due Diligence Investigations, including completing the Environmental Reports, the geotechnical Reports, and the ALTA surveys; (3) the individuals entering into this Agreement on behalf of Agency have the authority to bind Agency; (4) entering into this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary Agency action and do not violate the laws governing Agency's activities or any other agreement to which Agency is a party; and (6) unless otherwise disclosed and agreed to by the Parties upon Closing, there will be no tenants, occupants, or other Parties in possession of the Property. These representations and warranties shall survive Closing and delivery of the Deed to Developer.

7.3. Environmental Release and Waiver

Subject to Agency's representations and warranties expressly set forth in this Agreement or as otherwise disclosed in the Environmental Reports, Developer hereby releases and waives

all rights, claims, or causes of action Developer may have in the future against Agency arising out of or in connection with any environmental conditions or Hazardous Materials at, on, in, beneath, or from the Property for any periods before or after the Closing Date not otherwise created by or resulting from the actions of Agency after the Effective Date. Notwithstanding the foregoing, during the course of construction, in the event Developer discovers environmental matters or conditions that otherwise could not be discovered during the Due Diligence Investigations, Developer and Agency will meet to determine whether costs may be reimbursed through the Type 4 Agreement, or, if available, Agency may participate in those costs available to it through state or local programs to fund corrective actions for poor soil and related construction matters.

8. DEVELOPMENT OF THE PROPERTY

8.1. Scope of Development

The Property shall be developed subject to the terms and conditions of this Agreement and consistent with the Scope of Development as set forth in the Joint Proposal.

8.2. Local, State, and Federal Laws

Developer shall carry out any required construction of the Private/Public Project in conformity with all applicable laws, including all applicable federal and state labor standards.

8.3. Antidiscrimination During Construction

Developer, for itself and its successors and assigns, agrees that in the construction of the improvements provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of physical disability, race, color, creed, religion, sex, sexual orientation, gender identity/ expression, marital status, ancestry, or national origin.

8.4. [RESERVED]

8.5. Schematic Design Documentation

8.5.1. Schematic Design Drawings and Schematic Design Documents

On October 18, 2023, Developer submitted Schematic Design Documentation (defined below) to the Agency's Executive Director, and the Agency Board considered the Schematic Design Documentation for approval at its November 13, 2023, meeting. As set forth in greater detail below, the Agency Board conditionally approved Developer's Schematic Design Documentation, which conditions were set forth in writing on or before December 1, 2023.

The Schematic Design Drawings will need to be revised to include the site/landscaping plans, which should indicate integration with and any coordinated scope of the previously

permitted Rebuild 11th Street project and show the planned Public Project Improvements (the “Schematic Design Drawings”).

Developer has delivered the following documents and information with its submission of the Schematic Design Drawings to the Executive Director:

- (a) A written summary of progress on, or modifications to, mobility and sustainability initiatives identified in the Joint Proposal, including the following information:
 - short narrative on how site design prioritizes pedestrian, cyclist, and transit mobility;
 - how goals for reducing energy and water use have been considered in the selection of mechanical, electrical, and plumbing systems (if available);
 - use of geothermal system;
 - inclusion of recycling and composting facilities; and
 - number and location of electric vehicle charging stations.
- (b) A clear chart showing itemized changes or new information from the approved Joint Proposal, including:
 - square footage by type of uses
 - floor plans
 - number of parking spaces and bike racks
 - site plan
 - perspective renderings
 - targeted active ground floor uses
 - floor heights (14' ground, minimum 9' for the majority of the living space of in-unit residential)
 - development schedule and duration

(collectively, the Schematic Design Drawings, together with the additional submitted information may be referred to as the “Schematic Design Documentation.”)

Following a complete submission of the Schematic Design Documentation to Agency, Agency and Developer met at least once within ten (10) business days of a complete submission to review Agency staff comments to the Schematic Design Drawings before they were presented to the Agency Board.

The Agency Board evaluated the Schematic Design Documentation on whether it is consistent or how it compares with the intent of the Joint Proposal and RFP goals and the overall success of the Project as contemplated by the RFP and the Joint Proposal. The Agency Board approval is dependent on Project:

- contributing to an exceptional built environment and authentic neighborhood fabric;
- embracing density and providing for activity conducive to a compact, mixed-use downtown;
- active ground-floor uses;
- enhancing pedestrian, bike, and transit accessibility and connections;
- considering and integrating existing mobility plans;
- working to mitigate climate impact with innovative design and utility system infrastructure and facilities;

The Agency Board conditionally approved Developer's Schematic Design Documentation and directed Agency staff to set forth the Agency Board's position in writing setting forth the specific conditions to the Agency Board's approval. The Agency delivered the conditional approval letter to Developer on or before December 1, 2023. Developer shall resubmit Schematic Design Documentation, as modified to conform to Agency's requirements, for Executive Director approval no later than December 21, 2023. This process shall continue until the Parties reach agreement on the Schematic Design Documentation.

Developer may proceed with submitting the design review application to the City of Boise pending the Agency Board's consideration of the Schematic Design Documentation; however, the Agency shall have approved the Schematic Design Documentation prior to Developer obtaining final approval of the design review application from the City. To the extent the Agency approved Schematic Design Documentation requires modifications to the plans and/or drawings submitted with the original design review application to the City, Developer will submit, or resubmit the modified design review application to the City.

Agency acknowledges the Developer's plans and drawings may be continually modified during any Agency review period in order to avoid delay of Developer's obligations hereunder, and any such changes shall be included in Schematic Design Drawings re-submitted to the Agency in response to Agency changes identified by the Agency Board and/or staff, as the case may be, and set forth in the conditional approval or disapproval of the Schematic Design Documentation.

To the extent the plans and drawings submitted by Developer to the City are subject to revisions during the City's design review process, Developer shall provide Agency all updated and revised plans and drawings, including copies of any materials at the time they are submitted to the City, and a clear chart showing itemized changes from the initial submission of the Schematic Design Drawings to the Agency Board, or as may have been modified:

- square footage by type of uses
- development schedule and duration
- number of parking spaces and bike racks
- perspective renderings
- floor plans

- site plan
- landscaping schedule

Agency will review the materials as submitted; however, Developer must immediately inform Agency of any substantial change (as defined in Section 8.11) to the Agency Board approved Schematic Design Drawings, which may require additional Agency Board approval. Agency and Developer agree to work collaboratively through the design review process.

8.6. Design Development Drawings

On or before March 15, 2024, Developer shall submit the design development drawings, which for purposes of this Agreement means the design development set as determined by when submission would be the least disruptive to Developer (the “Design Development Drawings”) to the Executive Director for review and approval. Agency shall approve or disapprove of the Design Development Drawings within twenty-one (21) days of receiving a complete submission. The purpose of Agency review and approval is to ensure Project design is progressing in alignment with the Unit Documentation and the Schematic Design Drawings as approved by the Agency Board and that there has not been a substantial change (as defined in Section 8.11). Agency Executive Director approval of the Design Development Drawings shall not be unreasonably withheld, conditioned, or delayed. The submission of the Design Development Drawings shall include a clear chart showing itemized changes from the Agency Board approved Unit Documentation and Schematic Design Documentation, including:

- square footage by type of uses
- unit mix
- unit affordability
- floor plans and representative unit layouts
- interior finishes schedule
- number of parking spaces and bike racks
- site plan
- landscaping plan and schedule
- building elevations/sections listing all exterior finishes
- Public Project Improvement
- integration of Rebuild 11th Street
- development schedule
- summary of mechanical, electrical, and plumbing systems, use of geothermal system and energy/utility sustainability initiatives

Developer must inform Agency of any substantial change (as defined in Section 8.11) to the Agency approved Unit Documentation or Schematic Design Drawings, which may require additional Agency Board approval, subject to the process outlined in Section 8.11. Agency and Developer agree to work collaboratively through the design review process.

8.7. Final Construction Documents

On or before July 1, 2024, and no later than the time Developer submits its application for the issuance of a building permit, Developer shall submit to the Executive Director the Final Construction Drawings for Agency review and approval. The purpose of Agency review and approval is to ensure Project design is progressing in alignment with the Agency Board approved Unit Documentation and the Schematic Design Drawings and the Executive Director's approved Design Development Drawings. The submission of the Final Construction Drawings shall include a clear chart showing itemized changes from the Agency approved Unit Documentation and Design Development Drawings, including:

- square footage by type of uses
- unit mix
- unit affordability
- perspective renderings
- floor plans and representative unit layouts
- interior finishes schedule
- number of parking spaces and bike racks
- site plan
- landscaping plan and schedule
- building elevations/sections listing all exterior finishes
- Public Project Improvements
- integration of Rebuild 11th Street
- construction schedule and duration
- summary of mechanical, electrical, and plumbing systems, use of
- geothermal system and energy/utility sustainability initiatives

(collectively, the Final Construction Drawings and the itemized chart may be referred to as the "Final Construction Documents.")

Within ten (10) business days of a complete submission of the Final Construction Documents to Agency, Agency and Developer will meet at least once in person to review Agency staff comments to the Final Construction Drawings. To the extent the Agency has changes to the Final Construction Drawings requiring modifications to the plans and/or drawings submitted with the permit application to the City prior to approval by the City, Developer will update the permit set and will work to incorporate the changes through the City permitting process.

Agency Executive Director review of the Final Construction Drawings will be as set forth in Section 8.10 and subject to the provisions of Sections 8.8, 8.9, 8.10, and 8.11.

The City's approval of the Final Construction Drawings shall constitute Agency's approval subject to the Executive Director's approval or conditional approval as set forth in Section 8.10 and except as provided in Section 8.11.

8.8. Agency Approval of Plans, Drawings, and Related Documents

Subject to the terms of this Agreement, Agency shall have the right of reasonable review of all plans and drawings, including any substantial changes therein. Developer shall make every reasonable effort to present drawings and plans in compliance with the Joint Proposal, or the subsequent Agency Board approved Unit Documentation, Schematic Design Drawings, Design Development Drawings or Final Construction Drawings. In the event Developer seeks a substantial change (as defined in Section 8.11) or waiver from the Joint Proposal, or the subsequent Agency Board approved Unit Documentation, Schematic Design Drawings, Design Development Drawings or Final Construction Drawings, other than as permitted in this Agreement, Developer shall so indicate when those drawings and plans are submitted to the Agency.

8.9. Communication; Revisions

Agency and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to Agency can receive prompt and speedy consideration. If any revisions or corrections of Unit Documentation, Schematic Design Drawings, Design Development Drawings or Final Construction Drawings approved by Agency shall be required by any government official, agency, department, or bureau having jurisdiction or any lending institution involved in financing, Developer and Agency shall cooperate in efforts to revise or correct the plans or drawings or obtain a waiver of such requirements or to develop a mutually acceptable alternative.

8.10. Prompt Review

Executive Director shall promptly approve, approve conditionally, or disapprove of the Final Construction Drawings in writing within fifteen (15) days of receiving a complete submission of the Final Construction Documents. Agency's review is to ensure Project design is progressing in alignment with the Agency Board approved Unit Documentation and Schematic Design Drawings, and the Executive Director approved Design Development Drawings.

In general, Agency may designate a committee of its members and staff to expedite plan approvals for drawings not requiring Agency Board approval. Failure by Agency either to approve, approve conditionally, or to disapprove Design Development Drawings or Final Construction Documents within the times established in Section 8 shall be deemed a conditional approval. Any Agency approved Unit Documentation, Schematic Design Documentation, Design Development Drawings and Final Construction Drawings shall not be subject to subsequent disapproval, unless there is a substantial change (as defined in Section 8.11) following Agency approval pursuant to Section 8.11.

8.10.1. Substantial Changes to Drawings

If Developer desires to make any substantial change in the Unit Documentation, Schematic Design Drawings, the Design Development Drawings and/or the Final Construction Drawings after Agency approval, such proposed change shall be submitted to Agency Board for approval. For purposes of Section 8 only, “substantial change” is defined as any change which by such change will revise (i) the value or cost of the Project (following completion) by more than fifteen percent (15%), (ii) change the total useable square footage of the Project by more or less than fifteen percent (15%) (iii) any change to the number of Workforce Housing Units in the Project, as shown in the Final Construction Documents (iv) any change to the minimum square footage of Workforce Housing Units, or (v) any change to the exterior design from the Agency approved Schematic Design Drawings, unless required by the City pursuant to the design review and permitting process.

Following submission of the proposed substantial change to Agency’s Executive Director, whether due to Developer or as may be required by the City as part of the design review and permitting process, and following receipt of a complete submission showing the substantial change, the Agency Board will consider the proposed substantial change for approval at its next regularly scheduled meeting pursuant to agenda posting requirements under Title 74, Chapter 2, Idaho Code and Agency policy. For purposes of review, the Agency Board will ensure the proposed substantial change is in alignment with the requirements of the RFP and the Joint Proposal.

The Agency Board shall approve or disapprove of the substantial change and will direct Agency staff to set forth the Agency Board’s position in writing within fifteen (15) days of the Agency Board meeting considering the substantial change. Agency Board’s approval of the substantial change shall not be unreasonably withheld, conditioned, or delayed so long as the proposed substantial change is consistent with the intent of the RFP, Joint Proposal, and current overall Agency goals to provide Workforce Housing and the overall success of the Project. If the Agency Board disapproves the substantial change, such disapproval shall be in writing to Developer stating the specific reasons for such disapproval. Developer shall promptly resubmit the documents supporting the substantial change, as modified to conform to Agency’s requirements, for Executive Director approval not more than twenty (20) days after receipt of the Agency’s disapproval and this process shall continue until the Parties reach agreement on the scope of the substantial change.

To the extent the substantial change results in a project scope that is different from the documentation/information submitted to the Reuse Appraiser, the updated documents with the substantial change as approved by the Agency Board will need to be immediately submitted to the Reuse Appraisal, and if necessary, the Reuse Appraisal may need to be supplemented.

8.11. Construction Reporting

The Parties acknowledge and agree that communication and cooperation between the Parties is imperative to the successful completion of the Private/Public Project and to achieve the objectives of the Redevelopment Plan. Therefore, the Parties shall endeavor to keep the other Party sufficiently informed regarding matters related to the development and construction of the Private/Public Project so the other Party can have a meaningful opportunity to review, comment, and respond on matters relating to the other Party's performance of its obligations under this Agreement.

8.11.1. Developer's Obligations

Developer, as requested by Agency, shall:

- (a) Permit Agency staff to attend weekly and/or monthly construction progress and design meetings for the Private/Public Project to permit Agency to assess the progress of development and construction and assess compliance with the Schedule of Performance, and the adherence of the development and construction to the plans approved by Agency;
- (b) Provide Agency with a monthly written status report on the Private/Public Project (consisting of a simple narrative of the status, an update as to the progress on the schedule of performance, photos of the Private/Public Project, and a summary of the percentage of completion) in sufficient time to allow for their distribution to Agency's Board of Commissioners prior to their regular monthly meetings. The Agency Board meets the second Monday of each month. Developer's written status report is due to the Agency two Fridays prior to the Monday meeting;
- (c) If requested by Agency, attend and provide oral status reports on the Private/Public Project at regular monthly meetings of Agency's Board of Commissioners;
- (d) To the extent the meetings described in Section 8.12.1(a) are not adequate as determined by Agency, schedule and attend meetings at the request of the Agency with Agency's staff, Agency's consultants, and representatives from the City of Boise or other public entities (if necessary) not more than two times during any 90 day period prior to the completion of construction for general coordination and review of the progress and schedule of the Private/Public Project, any implementation agreements or other documents to be submitted by either Party, and any other tasks necessary or convenient for development of the Private/Public Project to achieve the objectives of the Redevelopment Plan; and
- (e) If requested by Agency, include Agency name and logo on construction signs, fencing and other locations in and around the Site during construction.

8.11.2. Agency's Obligations

In furtherance of this Section, Agency shall:

- (a) provide timely and meaningful written comments to the information, reports, and other documents submitted to Agency by Developer; and
- (b) provide Developer with all of Agency's comments, conditions, and requirements regarding Developer's plans for the Private/Public Project in sufficient time so as to not delay construction or cause Developer to incur additional costs and in accordance with the timeframes set forth herein (provided that Developer provides Agency with a reasonable period of time for Agency to review Developer's plans) for Developer to respond to Agency's comments, conditions, and requirements prior to filing an application with City for a building permit for the Private/Public Project.

8.11.3. Meeting Attendance

The Parties shall use their best reasonable efforts to have their respective principals and staff members available, as needed, to participate in meetings, hearings, and work sessions if requested by the other Party.

8.11.4. Access to the Property

For the purpose of assuring compliance with this Agreement, after Closing, agents and employees of Agency shall have the reasonable right of access to the Property without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Agency shall cause anyone who comes onto the Property on Agency's behalf to comply with applicable OSHA or other safety regulations, and to provide no less than 48 hours' notice prior to exercising its rights of access pursuant to this Section, and shall comply with on-site safety and security requirements for an active construction site. To the extent permitted by law, Agency shall indemnify, defend, and hold harmless Developer and its respective officers, officials, representatives, members, employees, and agents from and against any and all loss, cost, liability, or expense (including reasonable attorneys' fees) arising from the gross negligence or misconduct of Agency, its agents, and employees upon entry on the Property pursuant to this Section. Such indemnity shall survive the Closing or the termination of this Agreement for any reason.

8.11.5. Reasonableness

Developer shall reasonably comply with the requirements of the Redevelopment Plan and shall prepare Final Construction Documents consistent with the Schematic Design Documents

and the Joint Proposal. Notwithstanding anything to the contrary elsewhere in this Agreement or elsewhere, Agency will not unreasonably impose requirements which would cause development of the Project to become economically infeasible as set forth in Subsection 13.6.1(d) or is otherwise inconsistent with this Agreement or the approved Final Construction Documents. Nothing herein shall limit the reviewing authority of Agency granted under this Agreement, provided, however, that Agency and, Developer acknowledge that cooperation between the Parties is essential to the development of the Private/Public Project.

8.11.6. Cost of Construction

As between the Parties the cost of designing, engineering, developing and constructing all improvements on the Property under this Agreement shall be borne by Developer unless agreed to otherwise in writing.

9. INSURANCE AND INDEMNIFICATION

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

Developer shall, or through the General Contractor shall, at its sole cost, obtain and maintain in force from and after the Closing (as specified below), insurance of the following types, with limits not less than those set forth below with respect to the Private/Public Project, and with the following requirements:

- (a) Commercial General Liability Insurance (Occurrence Form) with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$4,000,000 and a general aggregate limit of not less than \$4,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than twenty-seven (27) months following completion of the Private/Public Project or issuance of a certificate of occupancy, whichever is later. The policy shall be endorsed to name Agency, including its respective affiliates, the financing parties and the respective officers, directors, and employees of each as additional insureds. All policies shall be occurrence form policies and not a claims-made policy.
- (b) During the construction of the Private/Public Project, Builder's Risk Insurance upon the Private/Public Project covering one hundred percent (100%) of the replacement cost of the Private/Public Project. This policy shall be written on a builder's risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the construction, temporary buildings, falsework, and construction in transit, and shall insure against at least the following perils: (i) fire; (ii) lighting; (iii) explosion; (iv)

windstorm or hail; (v) smoke; (vi) aircraft or vehicles; (vii) riot or civil commotion; (viii) theft; (ix) vandalism and malicious mischief; (x) leakage from fire extinguishing equipment; (xi) sinkhole collapse; (xii) collapse; (xiii) breakage of building glass; (xiv) falling objects; (xv) debris removal; (xvi) demolition occasioned by enforcement of laws and regulations; (xvii) weight of snow, ice, or sleet; (xviii) weight of people or personal property;

- (c) Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Developer's employees, and Employer's Liability Insurance with minimum limits as required by law. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
- (d) Automobile Liability Insurance covering use of all, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence.
- (e) Umbrella Liability Insurance in an aggregate limit of \$15,000,000 shall be attached and in excess of the coverage to be maintained as set forth in paragraphs (a) and (d) above with drop down coverage where underlying primary coverage limits are insufficient or exhausted.
- (f) All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Developer hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of Developer's performance under this Agreement or construction of the Private/Public Project covered by the required insurance unless otherwise as the result of the negligence or misconduct of Agency or its respective affiliates, directors, and employees.
- (g) Developer (or Developer's contractor(s), as applicable) shall provide certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Developer (or Developer's contractor(s), as applicable) shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.

- (h) All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of Idaho.
- (i) The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by Agency. Developer's General Liability Insurance policy shall contain a Cross-Liability or Severability of Interest clause. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in the Agreement.

9.2. Indemnification By Developer

Developer shall indemnify, defend, protect, and hold Agency, and its commissioners, officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "claim"), which may be imposed upon or incurred by or asserted against Agency, or its commissioners, officers, agents, and employees by reason of any of the following occurrences:

- (a) Any work or thing done in connection with the Private/Public Project by or at the direction of Developer, including, without limitation, inspection of the Property prior to Closing, any work on the Property prior to Closing, and the construction of any improvements, or any tenant improvements, in each case by or at the direction of Developer; or
- (b) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Private/Public Project or any part thereof by Developer; or
- (c) Any negligence on the part of Developer or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
- (d) Any accident, injury, or damage to any person or property occurring in, on, or about the Property or any part thereof prior to Closing resulting from any work or thing done in connection with the Private/Public Project by or at the direction of Developer;
- (e) Any accident, injury, or damage to any person or property occurring in, on, or about the Property or any part thereof during construction of the Private/Public Project by or at the direction of Developer; or

- (f) Any failure on the part of Developer to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.

In case any action or proceeding is brought against Agency, or its respective commissioners, officers, agents, and employees by reason of any such claim for which Developer is required to provide indemnification hereunder, Developer, upon written notice from Agency shall, at Developer's expense, resist or defend such action or proceeding.

Notwithstanding the foregoing, Developer shall have no obligation to indemnify and hold Agency and its respective commissioners, officers, agents, and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency, or its respective commissioners, officers, agents, or employees or from conduct resulting in an award of damages against Agency. The obligations of Developer under this Section are not intended to run with the land or to be binding upon subsequent owners of portions of the Property. Developer's obligations to the Agency under this Section 9.2 will terminate five (5) years after the date of the completion of the Private/Public Project, as the case may be, which date may be after the Agency has issued its Certificate of Completion set forth in Section 10.

10. POST PROJECT COMPLETION/CERTIFICATE OF COMPLETION

Promptly after completion of all construction and development to be completed by Developer for the Project, Developer shall submit to Agency a request for a certificate of completion for the Project ("Certificate of Completion"). A form of the Certificate of Completion is attached hereto as **Attachment 9**. Agency shall promptly issue the Certificate of Completion on the Workforce Housing Project if (a) City has issued a certificate of occupancy or a temporary certificate of occupancy for 100% of the residential units of the Project; (b) a certificate of completion issued by the architect for the Project of at least the shell and core of the retail use of the Project; (c) the Rebuild 11th Street Project and the Public Project Improvements contemplated in the Type 4 Agreement have been completed and accepted by the appropriate governing entity, if applicable; and (d) if Developer is not in default under this Agreement and Agency has not sent notice to Developer of any event which with the passing of time could give rise to a default under this Agreement. The Parties acknowledge the failure to construct the Project within the time frame set forth in the Schedule of Performance may, after Agency provided Developer with written notice of default and an opportunity to cure any such default as set forth in Sections 13.1 and 13.2, be considered by Agency as a default by Developer under this Agreement.

The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any Lender. Such Certificate of Completion is not notice of completion as referred to under other laws of the State of Idaho.

11. CAPITAL IMPROVEMENTS AND GENERAL ASSISTANCE REIMBURSEMENT

11.1. Type 4 Capital Improvement and General Assistance Reimbursement Agreement

In order to further maximize the benefit to the Agency, and the public, in light of the overall public benefit being provided by the Project, the Agency intends to negotiate with Developer the terms of a Type 4 Agreement related to Developer's construction of certain public infrastructure improvements eligible for reimbursement. The Type 4 Agreement is as set forth in Attachment 14 generally in the form as and subject to final negotiation between the parties.

Developer shall execute the Type 4 Agreement on or before May 27, 2024, for Agency Board consideration at its June 15, 2024, regular Board meeting. The Type 4 Agreement will address Public Project Improvements, including those public infrastructure improvements in or adjacent to, or being relocated to, the public right-of-way adjacent to the Site, including streetscape enhancements and multi-modal amenities. The Type 4 Agreement will further address the construction of any coordinated portion of the Rebuild 11th Street Project, adjacent to the Site, together with streetscape improvements, utility facilities upgrades, pavement maintenance and other eligible public improvements, which all or a portion of such improvements may be eligible for reimbursement. The Executive Director will execute and return a fully executed copy of the Type 4 Agreement within seven (7) days after approval by the Agency Board.

Before Closing, the Agency will have completed the Rebuild 11th Street Project with the exception of the scope of work identified in the Work Change Directive Number 18, dated September 20, 2023, between Agency and McAlvain Construction, Inc., previously provided to Developer. The Public Project Improvements and integration with and any coordinated scope of the Rebuild 11th Street Project will be incorporated into Developer's Schematic Design Drawings and will likely be incorporated into the Final Construction Drawings submitted to the City for approval. For purposes of coordination and integration of the Rebuild 11th Street Project, the Parties agree to continue to work collaboratively to determine the most efficient manner of completing the Rebuild 11th Street Project, while incorporating the necessary conduit and site utilities to support the Project.

12. DEVELOPER'S POST-DEVELOPMENT AND CONSTRUCTION OBLIGATIONS

Anything to the contrary in this Agreement notwithstanding, the following provisions set forth in this Section are the only obligations of Developer intended to survive with respect to the Property following the issuance of a Certificate of Completion.

12.1. [RESERVED]**12.2. [RESERVED]****12.3. [RESERVED]****12.4. [RESERVED]****12.5. Use of the Property During Term of the Redevelopment Plan**

Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest that during construction and thereafter, Developer, its successors, and assignees shall devote the Property to the uses specified in the Redevelopment Plan, the Deed, the Affordable Housing Covenant, and this Agreement for the periods of time specified therein. Notwithstanding the foregoing, Developer shall have no obligation or liability for the failure of any unrelated third-party successor, assign or successor in interest in the Property to adhere to this Section and shall be limited as provided in Section 12.8 to those periods Developer or Developer Affiliate, or other related entity, owned the Property.

12.6. Obligation to Refrain from Discrimination

Developer covenants by and for Developer and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of physical disability, race, color, creed, religion, sex, sexual orientation, gender identity/ expression, marital status, age, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of Property, nor shall Developer 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 of the Property. The foregoing covenants shall run with the land. Notwithstanding the foregoing, Developer shall have no obligation or liability for the failure of any unrelated third-party successor, assign, or successor in interest in the Property to adhere to this Section and shall be limited as provided in Section 12.8 to those periods Developer or Developer Affiliate, or other related entity, owned the Property.

12.7. Effect and Duration of Covenants

Except as otherwise provided in this Section, the Deed or the Affordable House Covenant, the covenants contained in this Section shall remain in effect for fifteen (15) years from the issuance date of the Certificate of Completion, or the length of time required by any financing program requirements accessed by the Developer, whichever is longer and will extend beyond December 31, 2025 (the termination date of the Redevelopment Plan). The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement that expressly run with land and the Deed and Affordable Housing Covenant shall, without regard to technical classification and designation, be binding for the benefit and in favor of Agency,

Agency's successors and assigns, City, and any successors in interest to the Property or any part thereof (other than tenants).

12.8. Provisions That Run with the Land

Agency is deemed the beneficiary of those terms and provisions of this Agreement that expressly run with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The covenants that expressly run with the land shall run in favor of Agency without regard to whether Agency has been, remains, or is an owner of any land or interest therein in the Property, any parcel or subparcel, or in the Project Area. Agency shall have the right, if the covenants that expressly run with the land are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of such covenants may be entitled. Notwithstanding the foregoing, if Developer or any subsequent owner of any portion of the Property conveys any portion of the Property, such owner shall, upon the conveyance, be released and discharged from all of its obligations in connection with the portion of the Property conveyed by it arising under this Agreement after the conveyance but shall remain liable for all obligations in connection with the portion of the Property so conveyed arising under this Agreement during the period of ownership of the conveying party. The new owner of any such portion of the Property shall be liable for all obligations arising under this Agreement with respect to such portion of the Property after the conveyance.

12.9. Affordable Housing Covenant Compliance

For the duration of the rent restriction and income qualification requirements as set forth in the Affordable Housing Covenant, each year on or before February 28 (or within sixty (60) days of the close of Developer's fiscal year), Developer shall submit to the designated Housing Monitor an Annual Rent Report (**Attachment 12**) certifying compliance with the Affordable Housing Covenant.

13. DEFAULTS, REMEDIES, AND TERMINATION

13.1. Defaults—General

Failure or delay by either Party to perform any term or provision of this Agreement after receiving notice and an opportunity to cure as set forth herein shall constitute a default under this Agreement. Upon receipt of such notice, a Party must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence. A Party so acting and during any period of curing shall not be in default as further set forth in Section 13.2.

13.2. Written Notice and Cure

The Party claiming a failure or delay in performance shall give written notice of default within five (5) days of the latter of (i) such actions or omissions giving rise to the default or (ii) discovery by the non-defaulting Party learning of such actions or omissions, to the Party failing or delaying performance specifying the default complained of by the injured Party. Except as required to protect against further damages, the Party claiming default may not institute dispute resolution proceedings against the Party in default until sixty (60) days after giving such notice, said sixty (60) days constituting the period to cure any default, provided, however, in the event such default cannot be cured within said sixty (60) days then the defaulting party shall have a reasonable period to cure the default (not to exceed ninety (90) days unless otherwise agreed to by the Parties), during which period the defaulting party, with reasonable cooperation from the non-defaulting party if necessary to complete or achieve a cure, shall at all times diligently pursue a cure.

13.3. No Waiver

Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

13.4. Materiality of Provisions

It is expressly understood and agreed that each of the covenants, promises, stipulations, and agreements of the Parties hereto and under the provisions of this Agreement are an integral and indivisible part of the consideration given by each to the other and that each covenant, promise, stipulation, and agreement of the Parties shall be deemed and construed as material. Subject to Sections 13.1 and 13.2, it is further understood and agreed that time is of the essence of this Agreement; that failure, refusal, or neglect for any reason whatsoever of either Party hereto to perform any of the covenants, promises, stipulations, or agreements to be performed by the Party pursuant to the terms and provisions of this Agreement shall constitute a material default on the part of the Party failing to perform such covenant, promise, stipulation, or agreement; and that the occurrence of any such default on the part of either Party shall give the other Party the right to terminate or otherwise enforce this Agreement in accordance with the provisions of this Section.

13.5. Legal Actions

13.5.1. Institution of Legal Actions

Subject to the express limitations set forth in this Section 13.5, either Party may institute legal action to cure, correct, or remedy any default or recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement.

13.5.2. Applicable Law

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

13.5.3. Acceptance of Service of Process

In the event that any legal action is commenced by Developer against Agency, service of process on Agency shall be made by personal service upon the Chair of Agency or in such other manner as may be provided by law. In the event that any legal action is commenced by Agency against Developer, service of process on Developer shall be made by personal service upon Developer or in such other manner as may be provided by law and shall be valid whether made within or without the State of Idaho.

13.5.4. Rights and Remedies

Subject to the express limitations set forth in this Section 13.5, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

13.5.5. Specific Performance

Subject to the express limitations set forth in this Section 13.5, if any Party has provided notice and an opportunity to cure to the other Party pursuant to Section 13.1 and 13.2, and the default is not cured, the nondefaulting Party, at the nondefaulting Party's option, may institute an action for specific performance under the terms of this Agreement provided that specific performance shall be limited to those actions which necessitate action on the part of a Party but not for any action where damages (including, without limitation, liquidated damages) are otherwise available.

13.5.6. Rights of Termination Prior to Conveyance of the Property to Developer; Limitation on Agency's Remedies Prior to Developer's Acquisition of the Property

Other than as set forth in Section 13.6.2, if:

- (a) Developer defaults in its obligation to satisfy any conditions under this Agreement; or
- (b) Developer, after and despite reasonably diligent effort and prior to the dates established therefore in the Schedule of Performance, is unable to obtain and submit the evidence of financing reasonably acceptable to Agency or on or before Agency's approval of Developer's evidence of financing, Developer notifies Agency in writing that, in Developer's judgment, it is not economically or financially feasible for Developer to perform (or cause Developer to perform) or finance its obligations under this Agreement in the time established therefore in the Schedule of Performance.

Agency's sole and exclusive remedy shall be to terminate this Agreement upon thirty (30) days' written notice to Developer of such termination and retain the Deposit relating to the Property as liquidated damages. Such amount to be retained by Agency has been agreed by the Parties to be reasonable compensation and the exclusive remedy in those events, because the precise amount of damages in those events would be difficult to determine. Upon such termination, neither Agency nor Developer shall have any further rights against or liability to the other under this Agreement, unless otherwise specifically identified to survive Closing or an earlier termination or expiration of this Agreement. In the event this Agreement is so terminated, all closing documents and funds delivered by Agency to Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by Developer to Escrow Agent (other than the Deposit which shall be retained by Agency) shall be returned immediately to Developer.

13.5.7. Rights of Termination Prior to Conveyance of the Property to Developer; Limitation on Developer's Remedies Prior to Developer's Acquisition of the Property

Other than as set forth in Section 13.6.1, if Agency defaults in its obligation to satisfy any conditions under this Agreement or Developer, after and despite reasonably diligent effort and prior to the dates established therefore in the Schedule of Performance, is unable to obtain and submit the evidence of financing reasonably acceptable to Agency or on or before Agency's approval of Developer's evidence of financing, Developer notifies Agency in writing that, in Developer's judgment, it is not economically or financially feasible for Developer to perform (or cause Developer to perform) or finance its obligations under this Agreement in the time established therefore in the Schedule of Performance, Developer's sole and exclusive remedy

shall be to terminate this Agreement upon thirty (30) days' written notice to Agency of such termination and Agency shall return the Deposit relating to the Property as liquidated damages. Such amount to be returned to Developer has been agreed by the Parties to be reasonable compensation and the exclusive remedy in those events, because the precise amount of damages in those events would be difficult to determine. Upon such termination, neither Agency nor Developer shall have any further rights against or liability to the other under this Agreement, unless otherwise specifically identified to survive Closing or an earlier termination or expiration of this Agreement. In the event this Agreement is so terminated, all closing documents and funds delivered by Agency to Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by Developer to Escrow Agent, including the Deposit, shall be returned immediately to Developer.

13.6. Rights of Termination Prior to Conveyance of the Property to Developer for Cause; Additional Remedies

13.6.1. Termination by Developer

In the event that all of the Agency Closing Conditions in Section 6.3.1 and the Parties delivery of documents and funds into Escrow under Sections 6.2.3 and 6.2.4 are satisfied or waived by Agency, but Agency does not tender title to the Property, as applicable, or possession thereof in the manner and condition and by the Closing Date, except if Agency's failure to perform arises as a result of action or inaction of a non-Agency third party, including the failure of the YMCA to perform its obligations under the Land Exchange Agreement, which action or inaction by such third party does not otherwise arise from an Agency default to such third party, then (i) this Agreement may, at the option of Developer, be terminated upon thirty (30) days' written notice to Agency and may seek to enforce those remedies under Section 13.5.1; or (ii) Developer may seek to enforce those remedies under Section 13.5.5.

13.6.2. Termination by Agency

In the event that all of the Developer's Closing Conditions in Section 6.3.2 and the Parties delivery of documents and funds into Escrow under Section 6.2.3 and 6.2.4 are satisfied or waived by Developer, but by the Closing Date Developer does not pay the Purchase Price and/or take title to the Property under tender of conveyance by Agency pursuant to this Agreement except if Developer's failure to perform arises as a result of action or inaction of a non-Developer third party which action or inaction by such third party does not otherwise arise from a Developer default to such third party, then (i) this Agreement may, at the option of Agency, be terminated upon (30) days' written notice to Developer and Agency may seek to enforce those remedies under Section 13.5.1; or (ii) Agency may seek to enforce those remedies under Section 13.5.5.

13.7. Remedies Post-Conveyance of the Property to Developer

13.7.1. Option to Reenter and Repossess without Disposition

Agency shall have the right, at Agency's option, to reenter, take possession of the Property with all improvements thereon, and acquire title to the Property through reconveyance, which Form of Reconveyance Deed is as set forth in **Attachment 15**, if any of the following occurs after Closing and conveyance of the Property to Developer but prior to the issuance of the Certificate of Completion for the entirety of the Project, after receiving notice and an opportunity to cure as set forth in Section 13.2, and as may be extended by Section 14.6, shall constitute a default under this Agreement:

- (a) Developer fails to proceed with the construction of the improvements as required by this Agreement for a period of ninety (90) consecutive days after Closing; or
- (b) Developer abandons or substantially suspends construction of the Private/Public Project for a period of six (6) months; or
- (c) Developer transfers or suffers any involuntary transfer of the Property or any part thereof in violation of this Agreement; and
- (d) Agency or Lender is unable to enforce the Completion Guaranty for the completion of the Private/Public Project.

Such right to reenter, and repossess, to the extent provided in this Agreement, 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 financing permitted by this Agreement; or
- (b) any rights or interests provided in this Agreement for the protection of the holder of such mortgages, deeds of trust, or other security instruments.

The Deed shall contain appropriate reference and provision to give effect to Agency's right, as set forth in this Section 13.7.1, under specified circumstances prior to the issuance of the Certificate of Completion, to terminate this Agreement, release Developer of its obligations hereunder, and revert in Agency the Project and improvements completed as of the date of Agency's exercise of its rights in this Section.

To exercise its rights to reenter, take possession of the Property with all improvements thereon, and acquire title to the Property through reconveyance without intent to dispose of the Property as provided in Section 13.7.2, Agency shall pay first to Lender, and if no amount is owed

to Lender, then Agency will interplead funds to the Ada County District Court for a determination of the respective rights of the Developer, equity investors and condominium purchasers, in an amount equal to all design and engineering costs incurred by Developer for the development of the Property as of the date of re-possession and for the appraised value of improvements existing on the Property at the time of the reentry, repossession by the Agency, and reconveyance, less any amounts paid by Agency to Developer for the Parking Purchase Price. Following such payment, Developer shall assign all engineering and design plans to Agency. Agency may elect to retain the Property following termination of the Urban Renewal Plan pursuant to Idaho Code Section 50-2905(8).

13.7.2. Right of Reverter

Agency shall have the right, at Agency's option, to reenter, take possession and acquire title to the Property through reconveyance, which Form of Reconveyance Deed is as set forth in **Attachment 15**, for future disposition to a third party with all improvements thereon, if any of the following occurs after Closing and conveyance of the Property to Developer but prior to the issuance of the Certificate of Completion for the entirety of the Project, after receiving notice and an opportunity to cure as set forth in Section 13.2, and as may be extended by Section 14.6, shall constitute a default under this Agreement:

- (a) Developer fails to proceed with the construction of the improvements as required by this Agreement for a period of ninety (90) consecutive days after Closing; or
- (b) Developer abandons or substantially suspends construction of the Private/Public Project for a period of six (6) months; or
- (c) Developer transfers or suffers any involuntary transfer of the Property or any part thereof in violation of this Agreement other than the foreclosure of any mortgage or Deed of Trust, and Lender or its successor agrees to be bound by the terms of this Agreement; and
- (d) Agency or Lender is unable to enforce the Completion Guaranty for the completion of the Private/Public Project.

Such right to cause the revesting and further disposition of the Project to the extent provided in this Agreement and pursuant to the Urban Renewal Law 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 for financing permitted by this Agreement; or
- (b) any rights to interest provided in this Agreement for the protection of the holder of such mortgages, deeds of trust, or other security instruments.

The Deed shall contain appropriate reference and provision to give effect to Agency's right, as set forth in this Section 13.7.2, under specified circumstances prior to the issuance of the Certificate of Completion, to terminate this Agreement, release Developer of its obligations hereunder and revert in Agency the Project and improvements completed as of the date of Agency's exercise of its rights in this Section.

Upon the reverting in Agency of title to the Property, Agency shall, pursuant to its authorities under the Urban Renewal Law, use its best efforts to resell the Property or portion thereof as soon and in such manner as Agency shall find feasible and consistent with the objectives of the Urban Renewal Law and the Redevelopment Plan to a qualified and responsible party or parties (as determined by Agency), that will assume the obligation of constructing or completing the improvements or such other improvements in their stead as shall be satisfactory to Agency and in accordance with the uses specified for the Property or part thereof in the Redevelopment Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

- (a) first, to reimburse Agency on its own behalf for all costs and expenses incurred by Agency, including, but not limited to, salaries to personnel in connection with the recapture, management, and resale of the Property or part thereof; all taxes, assessments, and water and sewer charges with respect to the Property or portion thereof to the extent actually paid by Agency; any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due solely to obligations, defaults, or acts of Developer; any expenditures made or obligations incurred with respect to the construction or completion of the Project, or any part thereof on the Property or part thereof; and any amounts otherwise owed to Agency by Developer hereunder excluding any claim for damages under this Agreement; and
- (b) second, to reimburse Developer up to the amount equal to all design and engineering costs incurred by Developer for the development of the Property and for the appraised value of the improvements existing on the Property at the time of the reentry and repossession, and reverting to the Agency, less any amounts paid by Agency to Developer for the Parking Purchase Price.
- (c) Any balance remaining after such reimbursements shall be retained by Agency.

13.7.3. Election of Remedies

Following service of a notice of default on Developer and subject to the cure provisions set forth in Section 13.2, Agency will have sixty (60) days from the date of the end of the cure

period to elect to proceed under Section 13.7.1 or 13.7.2 by written notice to Developer and Lender, and such election will be Agency's sole and exclusive remedy for a Developer default under this Section 13.7. Upon Agency's election, this Agreement shall terminate and all rights and obligations of the Parties under this Agreement shall terminate and be of no further force or effect, except to the extent the same expressly survive the termination hereof.

To the extent Agency is unable to exercise its remedies under this Section 13.7, then Agency will have all available remedies at law or in equity.

13.7.4. Lender's Rights to Cure.

If Developer shall create a Mortgage on the Property in compliance with the provisions of this Agreement, then so long as any such Mortgage shall remain unsatisfied of record and prior to the exercise of rights of Agency under this Agreement, including Sections 13.7.1 and 13.7.2, the following provisions shall apply prior to :

- (a) Upon serving Developer any notice of default or any other notice under the provisions of or with respect to this Agreement, Agency shall also serve a copy of such notice upon any Lender at the address provided to the Agency pursuant to this Agreement, and no notice by Agency to Developer hereunder shall affect any rights of a Lender unless and until a copy thereof has been so served on such Lender (provided no notice shall be required if Agency has not received written notification of the address of such Lender).
- (b) In case Developer shall be in default hereunder, any Lender shall have the right to remedy, or cause to be remedied, such default within the later to occur of (i) one hundred twenty (120) days following the date of Lender's receipt of the notice of default, or (ii) one hundred twenty (120) days after the expiration of the period provided herein for Developer to remedy or cure such default, and Agency shall accept such performance by or at the insistence of the Lender as if the same had been timely made by Developer.
- (c) Any notice or other communication which Agency shall desire or is required to give to or serve upon the Lender shall be in writing and shall be served in the manner set forth in this Agreement, addressed to the Lender at the address provided for in this Agreement or otherwise provided to Agency.
- (d) Any notice or other communication which Lender shall give to or serve upon Agency shall be deemed to have been duly given or served if sent in the manner and at Agency's address as set forth in Section 2.4, or at such

other address as shall be designated by Agency by notice in writing given to the Lender in like manner.

14. GENERAL PROVISIONS

14.1. No Assignment of Rights

Notwithstanding anything to the contrary within this Agreement, prior to the issuance by Agency of a Certificate of Completion pursuant to Section 10 with respect to the Property, Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign, or lease the whole or any part of such Property or the buildings or improvements thereon without the prior written approval of Agency. Conveyance to Developer Affiliate shall be permitted and shall not be subject to further review or approval by Agency. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion, which shall signify Agency's acknowledgment that the work required on the Property has been completed. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the Private/Public Project, or to prohibit or restrict the leasing of any part or parts of a building or structure when said improvements are completed or to prohibit or restrict the preleasing or preselling of any part or parts of the structure so long as the lessee or buyer shall obtain no rights under this Agreement and that any right to occupy or acquire any part of the Private/Public Project prior to Developer completing all the necessary improvements shall be terminable by Agency in the event Developer fails to complete all the necessary improvements. In the absence of specific written agreement by Agency, no such transfer, assignment, or approval by Agency shall be deemed to relieve Developer from any obligations under this Agreement until completion of the Private/Public Project as evidenced by the issuance of a Certificate of Completion.

14.2. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between the Parties shall be sufficiently given upon dispatch if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Parties as set forth in Section 2.4. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by mail.

14.3. Conflicts of Interest

No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly involved.

14.4. Warranty Against Payment of Consideration for Agreement

Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as for architects, engineers, and attorneys.

14.5. Non-liability of Agency Officials and Employees

No member, official, or employee of Agency shall be personally liable to Developer in the event of any default or breach by Agency or for any amount which may become due to Developer or on any obligations under the terms of this Agreement.

No member, official, owners, or employee of Developer shall be personally liable to Agency in the event of any default or breach by Developer or for any amount which may become due to Agency or on any obligations under the terms of this Agreement.

14.6. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; unusually severe weather; inability to secure necessary labor, material, or tools; acts of another Party; proceedings before or acts or failures to act of any public or governmental agency or entity, including approvals by any historic preservation agency (other than acts or failures to act of Agency shall not excuse performance by Agency); approvals by building officials for issuance of building permits; and temporary cessation of work for archeological digs, environmental analysis, or removal of hazardous or toxic substances; or any causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the Parties.

14.7. Inspection of Books and Records

Agency has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Developer pertaining to the Private/Public Project as pertinent to the purposes of this Agreement. No inspection by Agency shall, however, cause any document, information, or record of Developer to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to Agency by Developer. If Developer claims any part of a submission as required under this Agreement is exempt from disclosure under the Idaho Public Records Act, then Section 14.10 applies. Developer also has the right, upon not less than seventy-

two (72) hours' notice, at all reasonable times, to inspect the books and records of Agency pertaining to the Private/Public Project as pertinent to the purposes of this Agreement.

14.8. Reports, Studies, and Test

If Developer does not proceed with the purchase of the Property and development of the Private/Public Project, Agency may retain possession of any reports, studies and test results prepared by Developer's consultants, including any soils or engineering tests concerning the Agency Exchange Parcel and the Property, previously submitted by Developer. Building and improvement designs, plans and specifications are not intended to be covered by the preceding sentence. However, Developer agrees not to prevent Agency from obtaining building and improvement designs, plans, and specifications from Developer's design professionals if Agency and such design professionals enter into a separate arrangement for Agency to obtain such designs, plans, and specifications. In that event, Agency shall reimburse Developer for its out-of-pocket design costs. Agency or any other person or entity designated by Agency shall be free to use such reports, studies, and test results for any reason whatsoever without cost or liability thereof to Developer or any other person, except to the extent Agency may have to reach agreement with Developer's consultants. Developer does not make and hereby expressly disclaims any representation or warranty as to the accuracy of any such information or Agency's right to rely thereon.

14.9. Attorney Fees

In the event of any action or proceeding at law or in equity between the Parties to enforce any provision of this Agreement or to protect or establish any right or remedy of any Party hereunder, the unsuccessful Party to such litigation shall pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing Party (including such costs and fees incurred on appeal), and if such prevailing Party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment.

14.10. Public Records Law

All documents in Agency's possession are public records subject to inspection and copying under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. If Developer claims any part of a submission as required under this Agreement is exempt from disclosure under the Idaho Public Records Act, Developer must: 1.) Indicate by clearly marking the pertinent document "CONFIDENTIAL"; and 2.) Reference the specific section of Idaho Code under which the documents are deemed exempt from disclosure. Marking the entire submission as "Confidential" is not in accordance with Idaho Public Records Act and will not be honored. Agency, to the extent allowed by law and in accordance with these instructions, will honor a nondisclosure designation. By claiming materials to be exempt from disclosure under the Idaho Public Records Act, Developer expressly agrees to defend, indemnify, and hold Agency harmless from any claim or suit arising from Agency's refusal to disclose such materials pursuant to Participant's designation.

Any questions regarding the applicability of the Public Records Act should be addressed to Developer's legal counsel prior to submission.

As an alternative to formal submittal of required information under this Agreement, Developer may allow or require a visual inspection and review of such information by Agency staff.

15. SPECIAL PROVISIONS

15.1. Amendment of Redevelopment Plan

Pursuant to the provisions of the Redevelopment Plan, Agency agrees that no amendment that changes the uses or development permitted on the Property or changes the restrictions or controls that apply to the Property or otherwise affects the Property shall be made or become effective without the prior written consent of Developer. Amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of Developer. Additionally, an amendment to the Redevelopment Plan seeking to deannex the Property from the revenue allocation area shall not require Developer consent.

15.2. Submission of Documents for Approval

Whenever this Agreement requires any Party to submit plans, drawings, or other documents to another Party for approval, which shall be deemed approved if not acted on by the approving Party within a specified time, said plans, drawings, or other documents shall be accompanied by a letter stating that they are being submitted and shall be deemed approved unless rejected by the approving Party within the stated time unless such time frame is expressly set forth in this Agreement. If there is no time specified herein for such Party's action, the approving Party may submit a letter requiring approval or rejection of documents within thirty (30) days after submission or such documents shall be deemed approved.

Whenever in this Agreement any approval provision is triggered by the Agency's receipt of a complete submission, the Agency will have ten (10) business days upon Agency's confirmation of receipt of the submission to review the submission for completeness and to provide notice to Developer in writing (including by e-mail) that the submission is incomplete and identifying the missing information from the submission. The Parties agree to work collaboratively to resolve the missing items or to make a determination that Developer cannot submit the missing information due to its lack of existence, or other reasonable explanation. Developer will then submit the updated submission and the Agency will have three (3) business days to review the updated submission for completeness and to provide notice to developer in writing (including by e-mail) that the submission is incomplete, and the Parties shall meet again to resolve the missing items. This process shall continue until the Parties reach agreement on the completeness of the submission. Agency's failure to provide written notice of the completeness of the submission following Agency's confirmation of receipt of the submission means the submission is deemed complete and approved by Agency.

15.3. Computation of Time

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, "legal holiday" means a legal holiday recognized by Agency on which the offices of Agency are closed for regular business.

15.4. No Third-Party Beneficiary

The provisions of this Agreement are for the exclusive benefit of Agency, Developer and their successors and assigns, and not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person except for provisions expressly for the benefit of a mortgagee or lender of Developer, or its successors and assigns.

15.5. Dispute Resolution

The Parties agree to first consider settling any dispute in an amicable manner by mediation, as the Parties may mutually agree before resorting to litigation. The costs of such mediation, if elected, shall be equally split between the Parties. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, or if the Parties cannot mutually agree to attempt to settle any dispute by mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity as provided in this Agreement. Subject to Sections 13.6.1 and 13.6.2, neither Party shall terminate this Agreement while the Parties are pursuing resolution of the dispute by mediation.

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

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

15.7. Entire Agreement, Waivers, and Amendments

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof including, without limitation, the ANE. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Developer.

15.8. Effective Date of Agreement

This Agreement, when executed by Developer and delivered to Agency, must be authorized, executed, and delivered by Agency within forty-five (45) days after the date of signature by Developer or this Agreement shall be void, except to the extent that Developer shall consent in writing to further extensions of time for the authorization, execution, and delivery of this Agreement. Developer recognizes that Agency must comply with certain notice, solicitation, and comment periods and a disclosure process as required by law. Because of that process Agency may be unable to execute this Agreement as proposed, and in such event, this Agreement shall be void. The effective date of this Agreement (the "Effective Date") shall be the date when this Agreement has been signed by Agency.

15.9. Anti-Boycott Against Israel Certification

In accordance with Idaho Code Section 67-2346, Developer, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

15.10. Use of Geothermal Resource

Developer shall investigate the feasibility of using the City's geothermal resource for heating the Workforce Housing Project. The Developer shall contact and discuss the use of this resource with the City's Public Works Department. In the event Developer determines not to avail itself of this resource it shall provide the Agency with documentation explaining its reason for not using this resource and evidence of contact with the City Public Works Department.

15.11. Estoppel Certificates

At the request of any Party, the other Party, within ten (10) days following such request, shall execute and deliver to the requesting Party a written statement in which such other Party shall certify that this Agreement is in full force and effect; that this Agreement has not been modified or amended (or stating all such modifications and amendments); that no Party is in default under this Agreement (or setting forth any such defaults); that there are not then existing set-offs or defenses against the enforcement of any right or remedy of any Party, or any duty or obligation of the certifying Parties (or setting forth any such set-offs or defenses); and as to such other matters relating to this Agreement as the requesting Party shall reasonably request.

15.12. Good Faith Cooperation

The Parties shall cooperate fully with each other and their respective representatives in connection with any actions required to be taken as part of their respective obligations under this Agreement. It is agreed by all Parties hereto to act in good faith in compliance with all of the

terms, covenants, and conditions of this Agreement and shall deal fairly with each other. The Parties shall promptly do and perform such further acts and execute and deliver all further instruments required by law or which may be reasonably requested by any Party to establish, maintain, and protect the respective rights and remedies of any party to carry out and effect the intent and purposes of this Agreement. The Parties shall work collaboratively to perform their duties under this Agreement in a manner that helps reinforce the collective goals of the Parties and Developer as set forth in the Joint Proposal; however, nothing in this paragraph shall limit the Parties' rights or remedies under this Agreement as each faithfully performs its duties.

[signatures on following page]

AGENCY:

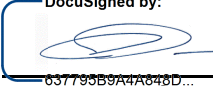
THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic

By: _____
John Brunelle
Executive Director

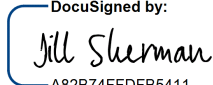
_____, 2023

DEVELOPER:

BLOCK 69 NORTH DEVELOPMENT LLC,
an Idaho limited liability company

By:  _____
J. Dean Papé
Manager

12/1/2023
_____, 2023

By:  _____
Jill Sherman
Manager

12/4/2023
_____, 2023

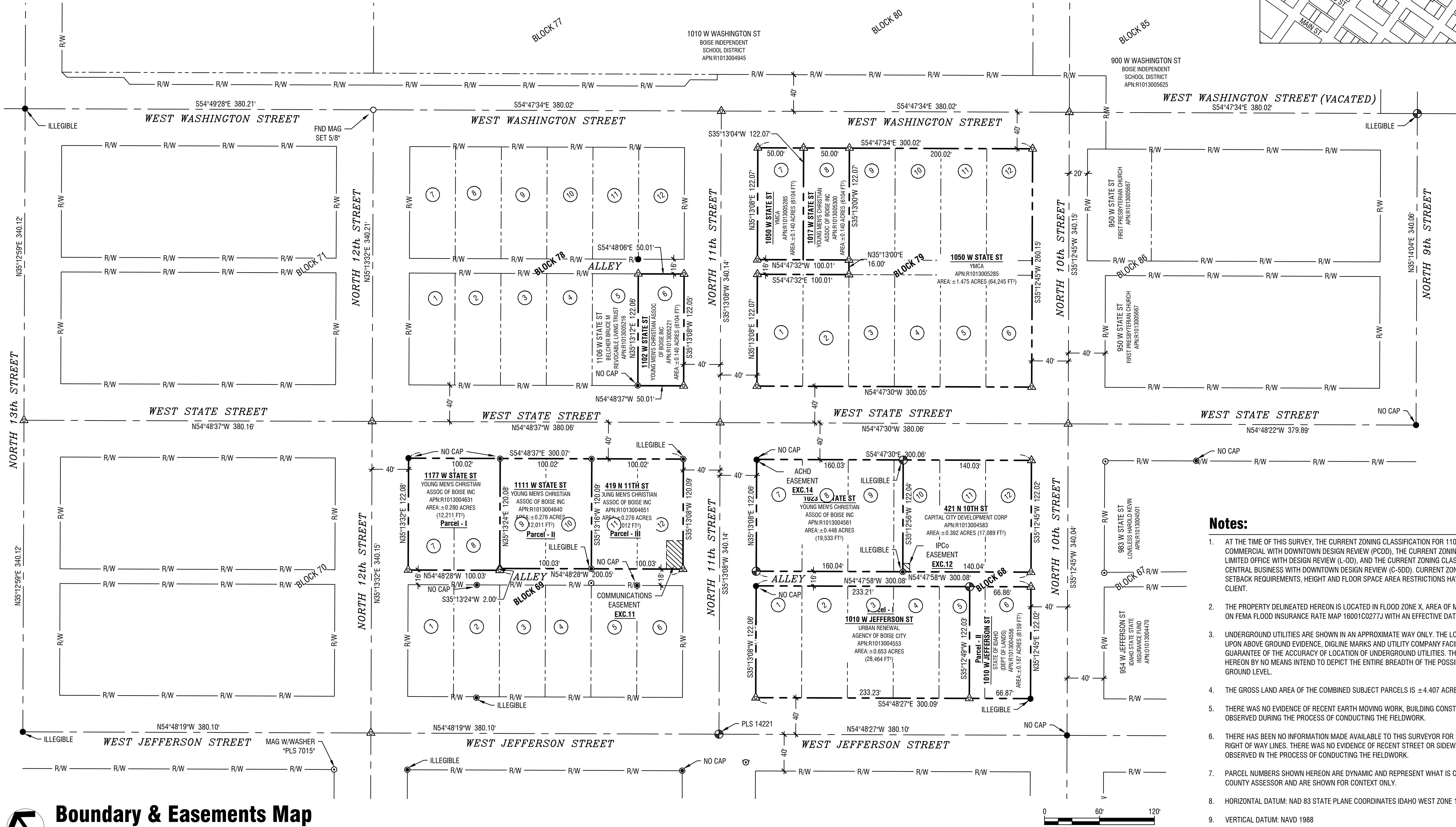
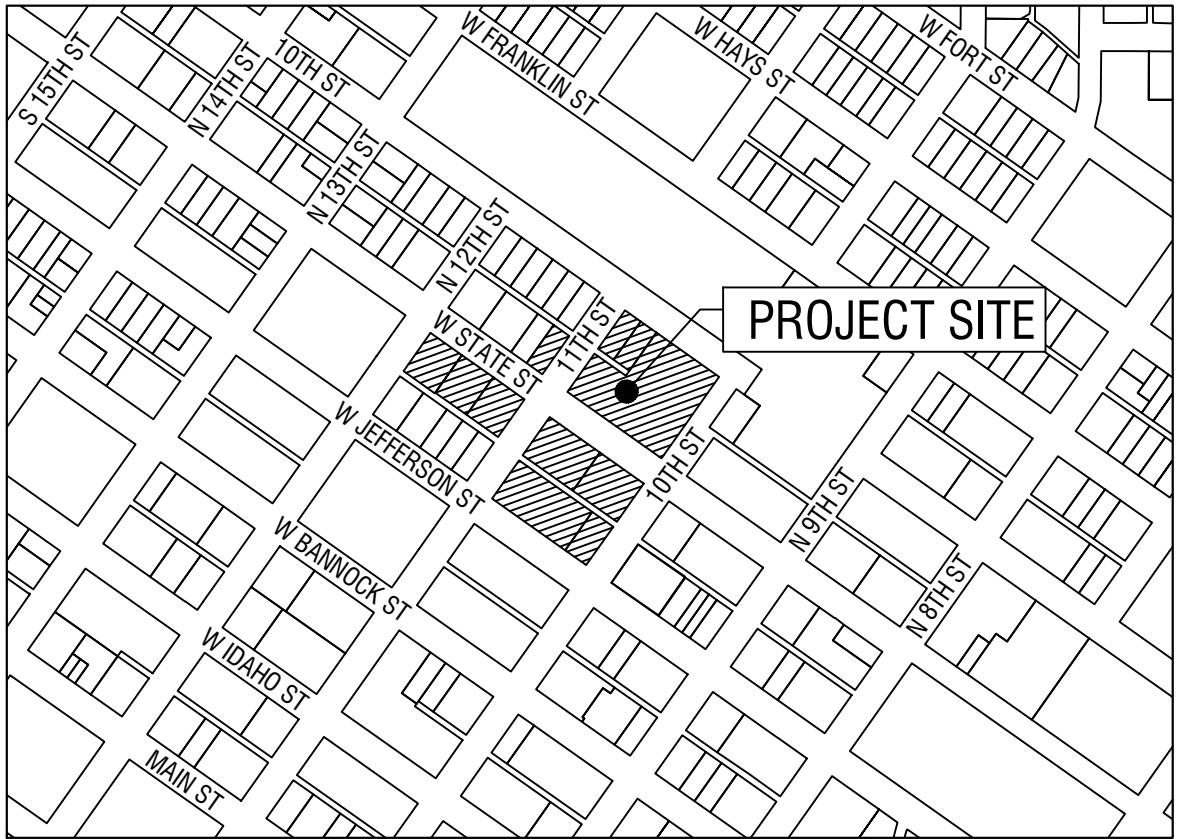
Attachment 1

Depiction of Block 69 N Workforce Housing Development Project
Site

ALTA/NSPS Land Title Survey

for
deChase Miksis Development
Being all of Blocks 68 & 79, and portions of Blocks 69 & 78,
of the Boise City Original Townsite,
Situate in the South 1/2 of Section 3,
Township 3 North, Range 2 East, Boise Meridian
City of Boise, Ada County, Idaho
2022

Vicinity Map:



Boundary & Easements Map

Keynotes:

- UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND EVIDENCE AND UTILITY COMPANY FACILITY MAPS. THE SURVEYOR MAKES NO GUARANTEE OF THE ACCURACY OF LOCATION OF UNDERGROUND UTILITIES.
- THE BASIS OF BEARING OF THIS MAP IS GRID NORTH ON THE IDAHO STATE PLANE COORDINATES SYSTEM (NAD 83). WEST ZONE, AS DETERMINED BY GLOBAL POSITIONING SYSTEMS METHODS. ANY DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.

Encroachment Note:

VARIOUS BUILDINGS ENCOACH OVER THE PROPERTY LINE INTO THE RIGHT OF WAY OF WEST JEFFERSON STREET AND NORTH 10TH STREET, AS WELL AS THE ALLEYWAY OF BLOCK 68, AS SHOWN ON SHEET 5.

Legend:

	FOUND ALUMINUM CAP MONUMENT, STAMPED "PLS 4487", OR AS SHOWN
	FOUND 5/8" REBAR, STAMPED "PLS 11574", OR AS SHOWN
	FOUND 1/2" REBAR, STAMPED "PLS 7015", OR AS SHOWN
	FOUND MAG NAIL
	CALCULATED POINT, NOTHING FOUND OR SET
	LOT NUMBER, BOISE CITY ORIGINAL TOWNSITE
	SUBJECT PARCEL BOUNDARY LINE
	ORIGINAL LOT LINE BOISE CITY ORIGINAL TOWNSITE (BCOT)
	ROADWAY CENTERLINE
	EASEMENT LINE
	RIGHT-OF-WAY LINE

Referenced Survey Table:

- | | |
|-----|---|
| R1. | PLAT OF BOISE CITY ORIGINAL TOWNSITE, INSTRUMENT #9010586, RECORDS OF ADA COUNTY. |
| R2. | RECORD OF SURVEY No. 633, INSTRUMENT #8435409, RECORDS OF ADA COUNTY. |
| R3. | RECORD OF SURVEY No. 688, INSTRUMENT #8461012, RECORDS OF ADA COUNTY. |
| R4. | RECORD OF SURVEY No. 4063, INSTRUMENT #97096027, RECORDS OF ADA COUNTY. |
| R5. | RECORD OF SURVEY No. 7971, INSTRUMENT #107097633, RECORDS OF ADA COUNTY. |
| R6. | RECORD OF SURVEY No. 10295, INSTRUMENT #2015-101680, RECORDS OF ADA COUNTY. |
| R7. | RECORD OF SURVEY No. 10323, INSTRUMENT #2015-109707, RECORDS OF ADA COUNTY. |
| R8. | RECORD OF SURVEY No. 12913, INSTRUMENT #2021-085964, RECORDS OF ADA COUNTY. |

Notes:

- AT THE TIME OF THIS SURVEY, THE CURRENT ZONING CLASSIFICATION FOR 1102 W STATE ST. IS PEDESTRIAN COMMERCIAL WITH DOWNTOWN DESIGN REVIEW (PCDD). THE CURRENT ZONING CLASSIFICATION FOR BLOCK 79 IS LIMITED OFFICE WITH DESIGN REVIEW (L-OD). AND THE CURRENT ZONING CLASSIFICATION FOR BLOCKS 68 & 69 IS CENTRAL BUSINESS WITH DOWNTOWN DESIGN REVIEW (C-SDD). CURRENT ZONING CLASSIFICATION, BUILDING SETBACK REQUIREMENTS, HEIGHT AND FLOOR SPACE AREA RESTRICTIONS HAVE NOT BEEN PROVIDED BY THE CLIENT.
- THE PROPERTY DELINEATED HEREON IS LOCATED IN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD, AS SPECIFIED ON FEMA FLOOD INSURANCE RATE MAP 16001C0277J WITH AN EFFECTIVE DATE OF JUNE 19, 2020.
- UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND EVIDENCE, DIGLINE MARKS AND UTILITY COMPANY FACILITY MAPS. THE SURVEYOR MAKES NO GUARANTEE OF THE ACCURACY OF LOCATION OF UNDERGROUND UTILITIES. THE UNDERGROUND UTILITIES SHOWN HEREON BY NO MEANS INTEND TO DEPICT THE ENTIRE BREADTH OF THE POSSIBLE FEATURES NOT OBSERVED FROM GROUND LEVEL.
- THE GROSS LAND AREA OF THE COMBINED SUBJECT PARCELS IS ± 4.407 ACRES.
- THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED DURING THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE HAS BEEN NO INFORMATION MADE AVAILABLE TO THIS SURVEYOR FOR PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- PARCEL NUMBERS SHOWN HEREON ARE DYNAMIC AND REPRESENT WHAT IS CURRENTLY REPORTED BY THE COUNTY ASSESSOR AND ARE SHOWN FOR CONTEXT ONLY.
- HORIZONTAL DATUM: NAD 83 STATE PLANE COORDINATES IDAHO WEST ZONE 1103
- VERTICAL DATUM: NAVD 1988

Sheet Index:

- | |
|---|
| SHEET 1 - BOUNDARY & EASEMENT MAP |
| SHEET 2 - PLANIMETRIC MAP-BLOCK 78 |
| SHEET 3 - PLANIMETRIC MAP-BLOCK 79 |
| SHEET 4 - PLANIMETRIC MAP-BLOCK 69 |
| SHEET 5 - PLANIMETRIC MAP-BLOCK 68 |
| SHEET 6 - EXCEPTIONS, DESCRIPTION & CERTIFICATION |

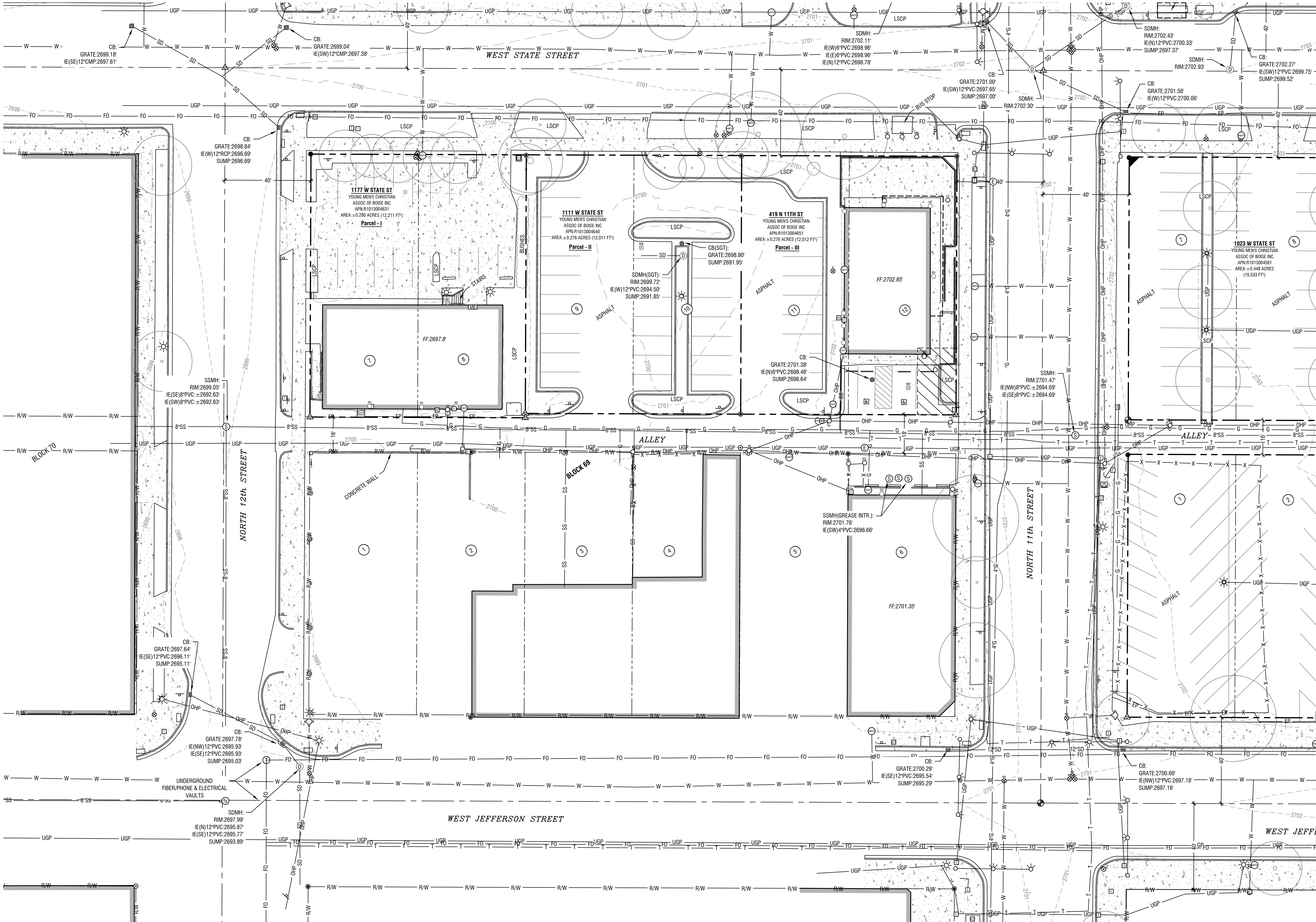
ALTA/NSPS Land Title Survey deChase Miksis Development

Block 68 Catalytic Redevelopment
Boise, ID 83702

Revisions	
1.	



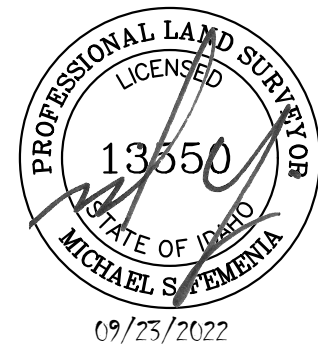
Project No.: 122095
Date of Issuance: September 23, 2022
Project Milestone:



ALTA/NSPS Land Title Survey
deChase Miksis Development

Block 68 Catalytic Redevelopment
Boise, ID 83702

Revisions	
1.	



Project No.: 122095
Date of Issuance: September 23, 2022
Project Milestone:



Planimetric Map- Block 69

Horizontal Scale: 1" = 20'



B L O C K 68

421 N. 10th St. Property Description Commitment No.: 22459858

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

LOTS 11 AND 12 AND THE EASTERLY 40 FEET OF LOT 10, WHEN MEASURED PARALLEL WITH THE LINE DIVIDING LOTS 10 AND 11, IN BLOCK 68 OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

Title Commitment Order No.: 22459858

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT NUMBER 22459858, DATED JULY 28, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-15. EXCEPTIONS ARE NOTED AS: **"AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON"** OR **"AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON"**.

EXCEPTIONS:

- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE RECORDED NOVEMBER 24, 1867 IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. 6108.
RECORDED: DECEMBER 12, 2001 INSTRUMENT NO.: 101131220, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A/A/N UNDERGROUND EASEMENT.
GRANTED TO: IDAHO POWER COMPANY
PURPOSE: PERMANENT AND PERPETUAL EASEMENT AND RIGHT OF WAY, SUFFICIENT IN WIDTH TO INSTALL AND MAINTAIN AND 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 RIG
RECORDED: MAY 21, 2004 INSTRUMENT NO.: 104063204, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. ORD 45-20.
RECORDED: DECEMBER 11, 2020
INSTRUMENT NO.: 2020-171316, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON need document
- ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY NO. 12913 RECORDED JUNE 2, 2021 AS INSTRUMENT NO. 2021-085964, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

1023 W. State St. Property Description File No.: 22461259

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

LOTS 7, 8 AND 9 AND THE WEST 10 FEET OF LOT 10, ALL IN BLOCK 68 OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

Title Commitment File No.: 22461259

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY TITLEONE, a TITLE AND ESCROW COMPANY COMMITMENT FILE NUMBER 22461259, DATED AUGUST 19, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-15. EXCEPTIONS ARE NOTED AS: **"AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON"** OR **"AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON"**.

EXCEPTIONS:

- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE FILED IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. 6108.
RECORDED: DECEMBER 12, 2001, INSTRUMENT NO.: 101131220, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY NO. 7971 RECORDED JULY 10, 2007 AS INSTRUMENT NO. 107097633, RECORDS OF ADA COUNTY, IDAHO.
AFFIDAVIT AUTHORIZING CHANGE ON RECORD OF SURVEY NO. 7971
RECORDED: OCTOBER 8, 2014, INSTRUMENT NO.: 2014-082246, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. ORD-45-20.
RECORDED: DECEMBER 11, 2020, INSTRUMENT NO.: 2020-171316, RECORDS OF ADA COUNTY, IDAHO
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A/A/N PERMANENT EASEMENT.
GRANTED TO: ADA COUNTY HIGHWAY DISTRICT
PURPOSE: PLACEMENT OF A PUBLIC RIGHT-OF-WAY: CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE AND PLACEMENT OF NECESSARY CULVERTS, SLUICES, DRAINS, DITCHES, WATERWAYS, EMBANKMENTS, RETAINING WALLS, GRADE SEPARATION STRUCTURES, ROADSIDE IMPROVEMENTS, PEDESTRIAN FACILITIES, AND ANY OTHER STRUCTURES, WORKS OR FIXTURES INCIDENTAL TO THE PRESERVATION OR IMPROVEMENT OF AN ADJACENT HIGHWAY; AND STATUTORY RIGHTS OF ACHD, UTILITIES AND IRRIGATION DISTRICTS TO USE THE PUBLIC RIGHT OF WAY
RECORDED: MAY 18, 2022, INSTRUMENT NO.: 2022-048085, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
- RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

1010 W. Jefferson St. Property Description File No.: 22456463

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

PARCEL I:
LOT 1, 2, 3, AND 4 AND THE WEST 33.15 FEET OF LOT 5 IN BLOCK 68, IN BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

PARCEL II:
THE EAST 16.85 FEET OF LOT 5 AND ALL OF LOT 6 IN BLOCK 68, IN BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

Title Commitment File No.: 22456463

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY TITLEONE, a TITLE AND ESCROW COMPANY COMMITMENT FILE NUMBER 22456463, DATED AUGUST 18, 2022 (REVISION AUGUST 26, 2022). EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-14. EXCEPTIONS ARE NOTED AS: **"AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON"** OR **"AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON"**.

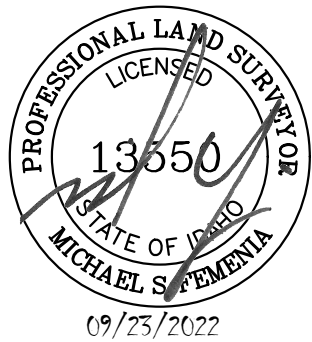
EXCEPTIONS:

- ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY NO. 633 RECORDED JULY 17, 1984 AS INSTRUMENT NO. 8435409, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN A/A/N ORDINANCE NO. 6108.
RECORDED: DECEMBER 12, 2001, INSTRUMENT NO.: 101131220, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- TERMS AND CONDITIONS CONTAINED IN A/A/N ORDINANCE NO. ORD-45-20
RECORDED: DECEMBER 11, 2020, INSTRUMENT NO.: 2020-171316, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- UNRECORDED LEASEHOLD, IF ANY, AND THE RIGHTS OF VENDORS AND HOLDERS OF SECURITY INTERESTS IN PERSONAL PROPERTY OF TENANTS TO REMOVE SAID PERSONAL PROPERTY AT THE EXPIRATION OF THE TERM.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY NO. 687 RECORDED DECEMBER 10, 1984 AS INSTRUMENT NO. 8461011, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)

Surveyor's Certification:

TO: deCHASE MIKSIS DEVELOPMENT; YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE INC.; YMCA; CAPITAL CITY DEVELOPMENT CORP.; URBAN RENEWAL AGENCY OF BOISE; STATE OF IDAHO DEPARTMENT OF LANDS; TITLEONE, a TITLE AND ESCROW COMPANY AND COMMONWEALTH LAND TITLE INSURANCE COMPANY;:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 2, 3, 4, 5, 8, 13, 16, AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 10, 2022.



ALTA/NSPS Land Title Survey for deChase Miksis Development Being all of Blocks 68 & 79, and portions of Blocks 69 & 78, of the Boise City Original Townsite, Situate in the South 1/2 of Section 3, Township 3 North, Range 2 East, Boise Meridian City of Boise, Ada County, Idaho 2022

B L O C K 69

1117 & 1111 W. State Street and 419 N. 11th Street Property Description File No.: 22459864

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

PARCEL I:
LOTS 7 AND 8 IN BLOCK 69 OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

PARCEL II:
LOTS 9 AND 10 IN BLOCK 69 OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
EXCEPTING THEREFROM THAT PORTION DEEDED TO ADA COUNTY HIGHWAY DISTRICT AS DISCLOSED IN WARRANTY DEED, RECORDED JANUARY 22, 2015 AS INSTRUMENT NO. 2015-005136, RECORDS OF ADA COUNTY, IDAHO.

PARCEL III:
A PORTION OF LOTS 11 AND 12 IN BLOCK 69 OF BOISE CITY ORIGINAL TOWNSITE, AS FILED IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE, ADA COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHERLY MOST CORNER OF SAID LOT 11;
THENCE ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID LOTS 11 AND 12 SOUTH 54°48'05" EAST, 100.04 FEET TO THE EASTERLY MOST CORNER OF SAID LOT 12;
THENCE ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT 12 SOUTH 35°12'20" WEST, 120.02 FEET;
THENCE LEAVING SAID SOUTHEASTERLY BOUNDARY LINE NORTH 54°48'05" WEST, 100.05 FEET A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT 11;
THENCE ALONG SAID NORTHWESTERLY BOUNDARY LINE NORTH 35°12'39" EAST, 120.03 FEET TO THE POINT OF BEGINNING.

Title Commitment File No.: 22459864

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT FILE NUMBER 22459864, DATED AUGUST 18, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-17. EXCEPTIONS ARE NOTED AS: **"AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON"** OR **"AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON"**.

EXCEPTIONS:

- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE FILED IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCELS I, II, AND III)
- AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON** (PROPERTY BOUNDARY)
- AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A/A/N EASEMENT. GRANTED TO: US WEST COMMUNICATIONS, INC., A COLORADO CORPORATION
PURPOSE: CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REMOVE SUCH TELECOMMUNICATIONS FACILITIES RECORDED: JULY 3, 1991, INSTRUMENT NO.: 9136442, RECORDS OF ADA COUNTY, IDAHO. A CORRECTION OF EASEMENT FOR THE PURPOSE SHOWN BELOW:
GRANTED TO: U S WEST COMMUNICATIONS, INC., A COLORADO CORPORATION PURPOSE: CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REMOVE SUCH TELECOMMUNICATIONS FACILITIES, RECORDED: SEPTEMBER 12, 1991, INSTRUMENT NO.: 9150914, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCEL III)
- AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON**
- TERMS AND CONDITIONS CONTAINED IN A/A/N ORDINANCE NO. 6108.
RECORDED: DECEMBER 12, 2001 INSTRUMENT NO.: 101131220, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCELS I, II, AND III)
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
- TERMS AND CONDITIONS CONTAINED IN THE TEMPORARY LICENSE AGREEMENT BY AND BETWEEN ADA COUNTY HIGHWAY DISTRICT AND THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE, IDAHO, INC, AN IDAHO NON-PROFIT CORPORATION, RECORDED: FEBRUARY 5, 2015, INSTRUMENT NO.: 2015-009217, RECORDS OF ADA COUNTY, IDAHO; TERMS AND CONDITIONS CONTAINED IN AMENDMENT NO. 1 TO LICENSE AGREEMENT, RECORDED: OCTOBER 14, 2015, INSTRUMENT NO.: 2015-095083, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCEL II)
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
- RECORD OF SURVEY NO. 10323 RECORDED DECEMBER 2, 2015 AS INSTRUMENT NO. 2015-109707, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCEL III)
- AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON** (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN THE CORRECTION NOTICE OF BUILDABLE PARCEL FOR PARCEL CONSOLIDATION, RECORDED: OCTOBER 2, 2015, INSTRUMENT NO.: 2015-109863, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCEL III)
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. ORD-45-20.
RECORDED: DECEMBER 11, 2020
INSTRUMENT NO.: 2020-171316, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCELS I, II, AND III)
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
- RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

B L O C K 78

1102 W. State St. Property Description File No.: 22461260

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

LOT 6 IN BLOCK 78 OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

Title Commitment File No.: 22461260

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY TITLEONE, a TITLE AND ESCROW COMPANY COMMITMENT FILE NUMBER 22461260, DATED AUGUST 19, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-13. EXCEPTIONS ARE NOTED AS: **"AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON"** OR **"AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON"**.

EXCEPTIONS:

- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT. RECORDED: APRIL 8, 1980, INSTRUMENT NO.: 8017229, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- TERMS AND CONDITIONS CONTAINED IN THE CORPORATE WARRANTY DEED. RECORDED: OCTOBER 21, 2003, INSTRUMENT NO.: 103179246, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

B L O C K 79

1023 W. State St. & 1017 W. Washington Street Property Description File No.: 22447674

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BLOCK 79 OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
TOGETHER WITH A PORTION OF THE ALLEY 16'-0" WIDE AND 200'-0" LONG WITHIN BLOCK 79, BOISE CITY ORIGINAL TOWNSITE, ADJACENT TO LOTS 3 THROUGH 6, INCLUSIVE, AND LOTS 9 THROUGH 12, INCLUSIVE, OF SAID BLOCK.

Title Commitment File No.: 22447674

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY TITLEONE, a TITLE AND ESCROW COMPANY COMMITMENT FILE NUMBER 22447674, DATED JUNE 9, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 11-21. EXCEPTIONS ARE NOTED AS: **"AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON"** OR **"AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON"**.

EXCEPTIONS:

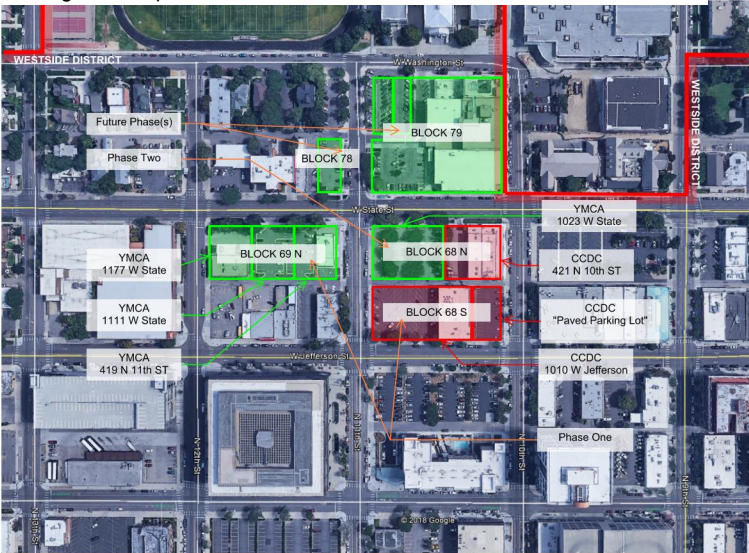
- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE FILED IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- ANY EASEMENTS OR RIGHTS-OF-WAY FOR PUBLIC UTILITIES, DRAINAGE OR IRRIGATION WHICH MAY EXIST OVER, UNDER, ACROSS OR UPON THAT PORTION OF SUBJECT PROPERTY REFERENCED HEREIN AS VACATED STREET OR ALLEY, VACATED BY ORDINANCE NO. 2671, RECORDED: JULY 1965, INSTRUMENT NO.: 615705, BOOK 51 OF MISCELLANEOUS RECORDS AT PAGE 621, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN A/A/N TEMPORARY LICENSE AGREEMENT BY AND BETWEEN THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, AN IDAHO CORPORATION AND ADA COUNTY HIGHWAY DISTRICT. RECORDED: AUGUST 19, 2010, INSTRUMENT NO.: 110076990, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- TERMS AND CONDITIONS CONTAINED IN A/A/N ORDINANCE NO. ORD-45-20. RECORDED: DECEMBER 11, 2020, INSTRUMENT NO.: 2020-071316, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN IDAHO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE) TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW AND ANY OTHER OBLIGATIONS SECURED THEREBY: AMOUNT: \$1,000,000.00. TRUSTOR/GRANTOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION, DATED: AUGUST 29, 2014, RECORDED: SEPTEMBER 2, 2014, INSTRUMENT NO.: 2014-071247, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN IDAHO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE) TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW AND ANY OTHER OBLIGATIONS SECURED THEREBY: AMOUNT: \$600,000.00. TRUSTOR/GRANTOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION, DATED: NOVEMBER 20, 2014, RECORDED: DECEMBER 2, 2014, INSTRUMENT NO.: 2014-097384, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN IDAHO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE) TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW AND ANY OTHER OBLIGATIONS SECURED THEREBY: AMOUNT: \$870,000.00. TRUSTOR/GRANTOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION, DATED: AUGUST 17, 2015, RECORDED: AUGUST 18, 2015, INSTRUMENT NO.: 2015-075758, RECORDS OF ADA COUNTY, IDAHO. AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED, RECORDED: FEBRUARY 16, 2016, INSTRUMENT NO.: 2016-012868, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN UNRECORDED LEASE WITH CERTAIN TERMS, PROVISIONS, AND ANY OPTIONS OR RIGHTS OF FIRST REFUSAL, SET FORTH THEREIN, DISCLOSED BY: MEMORANDUM OF LEASE AGREEMENT, DATED: MARCH 13, 2017, LESSOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, LESSEE: VERIZON WIRELESS (VAW) LLC D/B/A VERIZON WIRELESS, RECORDED: MAY 22, 2017, INSTRUMENT NO.: 2017-045374, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN IDAHO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE) TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW AND ANY OTHER OBLIGATIONS SECURED THEREBY: AMOUNT: \$368,793.00. TRUSTOR/GRANTOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION DATED: AUGUST 1, 2017, RECORDED: AUGUST 14, 2017, INSTRUMENT NO.: 2017-075203, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- NOTICE OF A LIEN FILED IN THE OFFICE OF THE SECRETARY OF STATE. AGENCY: IDAHO DEPARTMENT OF LABOR, NAMED PARTY: YOUNG MEN'S CHRISTIAN ASSOC INC, DBA TREASURE VALLEY FAMILY YMCA AMOUNT: \$482.16, FILING DATE: MARCH 11, 2020, FILING NUMBER: 20200335486.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- UNRECORDED LEASEHOLD, IF ANY, AND THE RIGHTS OF VENDORS AND HOLDERS OF SECURITY INTERESTS IN PERSONAL PROPERTY OF TENANTS TO REMOVE SAID PERSONAL PROPERTY AT THE EXPIRATION OF THE TERM.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

Exceptions, Description & Certifications deChase Miksis Development

Block 68 Catalytic Redevelopment
Boise, Idaho 83702

Revisions	
1.	

Project No.: 122095
Date of Issuance: September 23, 2022
Project Milestone:



Attachment 2 Legal Description of the Property

YMCA Parcel: 1111 W. State – Block 69 N

Tax Parcel No. R1013004640

Lots 9 and 10 in Block 69 of Boise City Original Townsite, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho.

Less :

A parcel being a portion of Lots 9 and 10 of Block 69 of Boise City Original Townsite, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and located in the SW ¼ of Section 3, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northwesterly corner of Lot 7 of said Block 69, from which a ½ inch diameter iron pin marking the northeasterly corner of said Lot 10 bears S 54°47'21" E a distance of 200.06 feet;

Thence S 35°13'23" W along the westerly boundary of said Lot 7 a distance of 122.02 feet to a point marking the southwesterly corner of said Lot 7;

Thence S 54°47'21" E along the southerly boundary of Lots 7 and 8 of said Block 69 a distance of 100.04 feet to a point marking the southwesterly corner of said Lot 9 and the **POINT OF BEGINNING**;

Thence N 35°13'19" E along the westerly boundary of said Lot 9 a distance of 2.00 feet to a point;

Thence leaving said westerly boundary S 54°47'21" E along a line being 2.00 feet northerly of and parallel to the southerly boundary of said Lots 9, and 10 a distance of 100.04 feet to a point on the easterly boundary of said Lot 10;

Thence S 35°13'12" W along said easterly boundary a distance of 2.00 feet to a point marking the southeasterly corner of said Lot 10;

Thence N 54°47'21" W along the southerly boundary of said Lots 9, and 10 a distance of 100.04 feet to the **POINT OF BEGINNING**.

This parcel contains 200 square feet (0.005 acres) and is subject to any easements existing or in use.

YMCA Parcel: 419 N. 11th - Block 69 N

Tax Parcel No. R1013004651

A portion of Lots 11 and 12, Block 69 of Boise City Original Townsite as filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, located in the SW 1/4 of Section 3, Township 3 North, Range 2 East, Boise Meridian, Boise, Ada County, Idaho more particularly described as follows:

BEGINNING at the northerly most corner of said Lot 11;

Thence along the northeasterly boundary line of said Lots 11 and 12 South 54°48'05" East, 100.04 feet to the easterly most corner of said Lot 12;

Thence along the southeasterly boundary line of said Lot 12 South 35°12'20" West, 120.02 feet;

Thence leaving said southeasterly boundary line North 54°48'05" West, 100.05 feet a point on the northwesterly boundary line of said Lot 11;

Thence along said northwesterly boundary line North 35°12'39" East, 120.03 feet to the **POINT OF BEGINNING**. Containing 12,008 square feet, more or less.

YMCA Parcel: 1177 W. State Street, Boise, Idaho 83702– Block 69 N

Tax Parcel No. R1013004631

Lots 7 and 8 in Block 69 of Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 1, official records of Ada County, Idaho.

Attachment 3 Schedule of Performance

Block 69 North DDA - Schedule of Performance

Action	Due	Section	Notes
Effective Date	[12/11/2023]	15.8	Date Agreement is executed by both Parties
Record Amended Memorandum	Deliver to Escrow within 5 business days after the Effective Date, to be recorded upon receipt [12/18/2023]	06.2	Parties will deliver a copy of this Agreement and the original Amended Memorandum to the Escrow Agent within 5 business days of the Effective Date and cause the Escrow Agent to record the Amended Memorandum in the real property records of Ada County upon receipt.
Share Due Diligence Results	Upon completion	03.1.2	Developer will provide a list and copies of all reports, studies, and test results for Block 69 N parcels to Agency.
Unit Documentation	October 18, 2023 [10/18/2023]	04.5	Developer submitted to Agency's Executive Director for the Agency Board's consideration for approval at its next regularly scheduled meeting the Unit Documentation (listed in DDA).
Agency Board approval/conditional approval/disapproval of the Unit documentation	Within 15 days of the Agency Board meeting considering the Unit Documentation [11/28/2023]	04.5	Agency Board approved the Developer's Unit Documentation directed Agency staff to set forth the Agency Board's position in writing.
Schematic Design Documentation	October 18, 2023 [10/18/2023]	08.5.1	Developer submitted Schematic Design Documents (listed in DDA) at or prior to submitting the design review application to the City.
Agency Board approval/conditional approval/disapproval of the Schematic Design Documentation	On or before December 1, 2023 [12/1/2023]	08.5.1	Agency Board shall approve or disapprove the Developer's Schematic Design Documentation and will direct Agency staff to set forth the Agency Board's position in writing within 15 days of the Agency Board meeting considering the Schematic Design Documentation.
Resubmit Schematic Design Documentation	No later than December 21, 2023 [12/21/2023]	08.5.1	Developer will resubmit Schematic Design Documentation, modified to conform to the Agency's requirements, for Executive Director approval. This process shall continue until the Parties reach agreement on Schematic Design Documentation.
Reuse Appraisal Data	On or before December 18, 2023 [12/18/2023]	08.5.1	Developer shall submit to Agency and the Reuse Appraiser the data required to prepare the Reuse Appraisal for the Workforce Housing Project, and will promptly supply any supplemental data requested. Agency will engage Mountain States Appraisal to perform the Reuse Appraisal.
Design Development Drawings	March 15, 2024 [3/15/2024]	08.6	Developer shall submit Design Development Drawings (listed in DDA) to the Executive Director with a clear chart showing itemized changes or new information from the approved Unit Documentation and Schematic Design Documentation.
Agency Review of Design Development Drawings	Within 21 days of receipt of a complete submission	08.6	Agency's Executive Director will approve or disapprove in writing.

Evidence of Financing	No later than April 30, 2024 [4/30/2024]	04.1	Developer shall submit evidence satisfactory to Agency's Executive Director that Developer will have at or before Closing the financial capacity necessary for the development of the Project. See DDA list for evidence. Per Section 6.1, the Parties will meet and confer regarding the Schedule of Performance to determine whether to proceed with an amendment to this Agreement to update the Schedule of Performance.
Review Evidence of Financing	Within 45 days of receiving Evidence of Financing (complete submission)	04.2	Agency Executive Director shall approve, conditionally approve or disapprove of Evidence of Financing. If he conditionally approves or disapproves such evidence of financing, he shall do so by written notice stating the specific reasons for such conditional approval or disapproval.
Resubmit Evidence of Financing	20 days following receipt of written notice of conditional approval or disapproval	04.2	Developer shall promptly resubmit its evidence of financial capability, modified to conform to Agency's requirements. The process outlined in Section 4.2. shall continue until the Parties reach agreement on the preliminary evidence of financing.
Monthly Financing Update	May 15, 2024 and on the 15th of each month until Closing [5/15/2024]	04.3	Developer will provide a financing update to Agency, in writing, or in a format as otherwise agreed to by the Parties, and will update preliminary evidence of financing submissions when available.
Type 4 Agreement	Developer will execute May 27, 2024 [5/27/2024] for the Agency Board to consider at its regularly schedule June 2024 meeting.	11.1	Agency and Developer shall enter into the Type 4 Agreement in order to facilitate coordination with Agency regarding the undergrounding or improvement of the Project Site's utilities in or adjacent to the 11th Street right-of-way and other public infrastructure improvements.
Final Construction Documents (CD)	On or before July 1, 2024, and no later than submission for a building permit [7/1/2024]	08.7	Developer shall submit to the Executive Director the Final Construction Documents with a chart clearly showing any changes from the approved Unit Documentation and Design Development Drawings.
Meeting to Discuss Final Construction Documents	Within 10 days of a Complete Submission of the Final Construction Documents	08.7	Agency and Developer will meet at least once to review Agency comments to the Final Construction Drawings. To the extent the Agency has changes to the Final Construction Drawings requiring modifications to the plans and/or drawings submitted with the permit application to the City, Developer will update the permit set and will work to incorporate the changes through the City permitting process.
Agency Review of Final Construction Documents	Within 15 days of receipt of a complete submission of the Final Construction Documents	08.10	Agency's Executive Director will approve, approve conditionally, or disapprove in writing. The City's approval shall constitute Agency's approval subject to the Executive Director's approval or conditional approval.
Reconciliation Reuse Appraisal Data	Within 15 days of submission of Developer's application for issuance of a building permit	05.2	Developer will submit updated Reuse Appraisal Data, specifically identifying any material changes to the Reuse Appraisal Data previously submitted to support the Reuse Appraisal.

Substantial Changes to Drawings	If Developer desired to make any substantial change to SD, DD, or CD after Agency approval	08.11	Developer will submit such change to Agency Board for approval. Following submission to the Agency's Executive Director, and following receipt of a complete submission showing the substantial change, the Agency Board will consider the proposed change at its next regularly scheduled meeting.
Agency approval/disapproval of Substantial Change	Within 15 days of Board Meeting considering Substantial Change	08.11	Agency Board shall approve or disapprove of the substantial change and will direct Agency staff to set forth the Agency Board's position in writing within 15 days of the Agency Board meeting considering the substantial change.
Resubmit Documents Supporting the Substantial Change	Within 20 days of Written Response to Substantial Change	08.11	Developer will resubmit the documents supporting the substantial change, as modified to conform to the Agency's requirements, for Executive Director approval.
Supplemental Title Report	Not less than 20 business days prior to Closing	03.2	Developer shall obtain a supplement to the Title Report
Supplemental Title Objections	5 business days from receipt of the Supplemental Title Report	03.2	Developer will notify Agency of any objections it may have with respect to the supplemental title report. Failure to give notice within 5 business days will be deemed approval of matters in the Supplemental Title Report.
Response to Title Objections	5 business days after receipt of the Supplemental Title Objections	03.2	Agency will notify Developer that it (a) will cause or (b) elects not to cause any or all Supplemental Title Objections to be removed or insured by the Title Company. Failure to notify Developer within such 5 day period will be deemed an election by the Agency to not remove or insure Supplemental Title Objections.
Terminate/Waive/Propose Abatement	3 business days from receipt of CCDC's Response to Title Objections	03.2	Developer may (a) terminate the Agreement; or (b) waive such Supplemental Title Objections; or (c) propose an abatement or reduction in the purchase price.
Response to Developer	Within 2 business days from Developer's Response	03.2	Agency will accept or reject Developer's response to the Supplemental Title Objections.
Completion Guaranty	Prior to Closing	04.1.1	Developer will deliver the Completion Guaranty to Agency subject to the requirements listed in the DDA.
Terminate Utilities	Prior to Closing	06.2.1	Agency shall cause all utilities serving the Property to be terminated on or before Closing and shall be responsible for costs associated with utility service prior to Closing.
Closing Funds	Prior to Closing	06	Developer will deposit the balance of the Purchase Price, if any, to escrow.
Agency Deliveries to Escrow	On or prior to Closing	06.2.3	Agency shall deliver to Escrow Agent the documents listed in the DDA.
Developer Deliveries to Escrow	On or prior to Closing	06.2.4	Developer shall deliver to Escrow Agent the documents listed in the DDA.
Agency Conditions to Closing	Prior to Closing	06.3.1	See list in DDA. Agency may waive any Conditions in Section 6.3.1 by writing signed by Agency and delivered to Developer (Section 6.5). If a party is not in the position to know whether or not a condition has been satisfied, the Party that is aware shall immediately notify the other (Section 6.4).
Developer Conditions to Closing	Prior to Closing	06.3.2	See list in DDA. Developer may waive any Conditions in Section 6.3.2 by writing signed by Developer and delivered to Agency (Section 6.5). If a party is not in a position to know whether or not a condition has been satisfied, the Party that is aware shall immediately notify the other (Section 6.4).

Closing	Within 10 days of all closing conditions being met or waived and no later than August 15, 2024 [8/15/2024]	06.2.2	Closing shall occur within 10 days after all Agency and Developer Closing Conditions (Sections 6.3.1 and 6.3.2) other than conditions on delivery of documents and funds (which shall occur during said 10-day period) are satisfied or waived.
Termination	if Escrow is not in condition to close by August 15, 2024 [8/15/2024]	06.2.2, 06.2.6 & 06.6	If the Escrow is not in condition to close before the time for conveyance, either Party who has fully performed before Closing may, in writing, terminate this agreement in the matter set forth in Section 13.6. If neither Party has fully performed, no termination or demand for return of documents or funds shall be recognized until the conditions of Section 6.2.6. are met.
Issuance of Building Permit/Commence Demolition & Clearance of Block 69 N	Within 60 days of Closing	03.4	Within 30 days of Closing, the City will issue a permit and Developer will commence demolition and clearance on the Site.
Construction Reporting	Monthly following Closing	08.12.1	Developer will provide Agency with a monthly written status report in sufficient time to allow for distribution to Agency's Board two Friday's prior to the Agency's monthly meeting and if requested, attend and provide oral status reports to the Board.
Project Completion	No later than June 30, 2026 [6/30/2026]	06.1	Time periods in the Schedule of Performance may be cumulatively extended for up to 60 days in total as described in the DDA.
Certificate of Completion	Promptly after Project Completion	10.1	Developer shall submit to Agency a request for a Certificate of Completion (Attachment 9). Agency shall promptly issue the Certificate of Completion if conditions of Section 10 have been met.
Affordable Housing Covenant	15 years from the issuance date of the Certificate of Completion	12.7	Covenants shall remain in effect for 15 years from the issuance date of the Certificate of Completion, or the length of time required by any financing program requirements accessed by Developer, whichever is longer and will extend beyond December 31, 2025, the termination date of the Redevelopment Plan.
Affordable Housing Covenant Compliance	Each year, on or before February 28 or within 60 days of the close of Developer's fiscal year	12.9	Developer shall submit to the designated Housing Monitor an Annual Rent Report (Attachment 12) certifying compliance with the Affordable Housing Covenant.
Reference/Ongoing Items			
Notice of Entry	48 hours prior to Entry	08.12.4	Agency will provide 48-hour notice before accessing property.
Submission of Documents for Approval		15.2	If no time specified, there is a 30 day review. Any approval provision triggered by Agency's receipt of a complete submission, the Agency will have 10 business days upon Agency's confirmation of receipt of the submission to review the submission for completeness and to provide Developer in writing that submission is incomplete and identifying missing information from the submission. Agency will have 3 business days to review updated submission.

Estoppel Certificate		15.11	At the request of any party within 10 days following such request,the party shall execute and deliver to the requesting party a written statement in which such other party shall certify the items listed in the DDA.
Curing Defaults	Within 60 days of Notice	13.2	
Dispute Resolution		15.5	

Attachment 4

[RESERVED]

Attachment 5

Title Report



**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:

A handwritten signature in black ink, appearing to read "James M. [unclear]".

ATTEST

President

A handwritten signature in black ink, appearing to be a stylized name.

Secretary



1101 W. River Street, Suite 201
Boise, ID 83702
Ph. (208)424-8511
Fx. (866) 638-6981
www.titleonecorp.com

Privacy Policy Notice

Rev. 7/28/2022

FACTS		WHAT DOES TITLEONE DO WITH YOUR PERSONAL INFORMATION?	
Why?		Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?		<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?		All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TitleOne chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		Does TitleOneshare?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes- to offer our products and services to you		No	We don't share
For joint marketing with other financial companies		No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?		Go to https://www.anywhereis.re/privacypolicy	

Who we are	
Who is providing this notice?	TitleOne
What we do	
How does TitleOne protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TitleOne collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>TitleOne does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • <i>TitleOne does not share with nonaffiliated financial companies for joint marketing purposes.</i>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.anywhereis.re/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.anywhereis.re/privacypolicy

**Transaction Identification Data for reference only:**

Issuing Office: TitleOne, a Title and Escrow Company
 ALTA® Universal ID: 1065022
 Commitment Number: 22459864

SCHEDULE A

1. Commitment Date: August 18, 2022 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	\$1,336,000.00
Proposed Insured:		Premium:	\$3,452.00

The Urban Renewal Agency of the City of Boise, Idaho, an independent public body, corporate and politic, organized under the laws of the State of Idaho, doing business as Capital City Development Corporation

Endorsements: None Requested **Charge:** \$0.00

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

The Young Men's Christian Association of Boise City, Idaho, an Idaho non-profit corporation

5. The Land described as follows:

See Attached Schedule C

Commonwealth Land Title Insurance Company

TitleOne, a Title and Escrow Company

By:

Scott Thiel, Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B

ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company will require delivery and approval of an Indemnity and Affidavit as to Debts, Liens, and Possession prior to the issuance of any Extended Coverage policy. The Company may make additional requirements and exceptions upon disclosure of the same.
6. The Company requires for its review a satisfactory Special Warranty Deed from The Young Men's Christian Association of Boise City, Idaho, an Idaho non-profit corporation to The Urban Renewal Agency of the City of Boise, Idaho, an independent public body, corporate and politic, organized under the laws of the State of Idaho, doing business as Capital City Development Corporation. The Deed must be signed, delivered and recorded.
7. NOTE: According to the available records, the purported address of the land referenced herein is:

 1177 W. State Street
 Boise, Idaho, 83702
 (As to Parcel I)

 1111 W. State Street
 Boise, Idaho, 83702
 (As to Parcel II)

 419 N 11th Street
 Boise, Idaho 83702
 (As to Parcel III)
8. NOTE: IF the Company is requested to issue an Extended Coverage ALTA Owner's Policy for this transaction, the following additional requirements will apply:

 (a) Parties in possession exception of this commitment may be deleted upon receipt of an owner's affidavit executed by the owner of the subject property, identifying the subject property and stating that no one is in possession of the land other than the owner and the tenants of the owner. Any tenancy is to be specifically excepted in the policy.

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ALTA Commitment for Title Insurance 8-1-16

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(b) The easement and survey exceptions of this commitment may be deleted upon the review and examination by this Company, prior to closing, of a current survey of the land acceptable to the Company, duly certified by a registered land surveyor. The certificate of survey must show, among other things, the exact location of all the improvements located on the land, the situation, width, and length of all the recorded or unrecorded easements, the existence of fences, signs, and building setback areas, and finally, any dimension discrepancy, gap, overlap, or boundary line problem that may affect the property. Any specific item, shown by this review and examination is to be specifically excepted in the policy. The survey should certify TitleOne and the designated underwriter stated herein (the Company).

(c) The mechanic's lien exception may be deleted upon the review and examination of satisfactory evidence that no labor or materials have been furnished to the property for improvements authorized or contracted for by or on behalf of owner within the last 120 days, nor have any contracts been entered into for such improvements and there are no unpaid bills for labor and materials for improvements made upon said land for which a claim of lien may be filed. If labor or materials have been furnished or work has been contracted, the Company requires a complete list of all sub-contractors and suppliers who have furnished or will furnish labor and/or material to the subject property. Each sub-contractor and supplier is required to execute an acknowledgment of final payment and unconditional waiver of lien.

9. NOTE: Additional Underlying Documents.

[To view the Assessor's Parcel Map, click here.](#)

[To view the Record of Survey for Parcel III, click here.](#)

[To view the Vesting Deed for Parcel I, click here.](#)

[To view the Vesting Deed for Parcel II, click here.](#)

[To view the Vesting Deed for Parcel III, click here.](#)

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ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. 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.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not 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. (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.
8. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

Parcel Number: R1013004631
(As to Parcel I)

Parcel Number: R1013004640
(As to Parcel II)

Parcel Number: R1013004651
(As to Parcel III)

9. The land described herein is located within the boundaries of the City of Boise and is subject to any assessments levied thereby.
(Affects Parcels I, II, and III)

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ALTA Commitment for Title Insurance 8-1-16

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10. Easements, reservations, restrictions, and dedications as shown on the official plat of [Boise City Original Townsite](#) filed in Book 1 of Plats at Page 1, records of Ada County, Idaho.
(Affects Parcels I, II, and III)

11. An easement for the purpose shown below and rights incidental thereto as set forth in a/an Easement.
Granted to: US West Communications, Inc., a Colorado corporation
Purpose: construct, reconstruct, operate, maintain and remove such telecommunications facilities
Recorded: July 3, 1991
Instrument No.: [9136442](#), records of Ada County, Idaho.

A Correction of Easement for the purpose shown below:
Granted to: U S West Communications, Inc., a Colorado corporation
Purpose: construct, reconstruct, operate, maintain and remove such telecommunications facilities
Recorded: September 12, 1991
Instrument No.: [9150914](#), records of Ada County, Idaho.
(Affects Parcel III)

12. Terms and conditions contained in a/an Ordinance No. 6108.
Recorded: December 12, 2001
Instrument No.: [101131220](#), records of Ada County, Idaho.
(Affects Parcels I, II, and III)

13. Terms and conditions contained in the Temporary License Agreement by and between Ada County Highway District and The Young Men's Christian Association of Boise, Idaho, Inc, an Idaho non-profit corporation.
Recorded: February 5, 2015
Instrument No.: [2015-009217](#), records of Ada County, Idaho;

Terms and conditions contained in Amendment No. 1 to License Agreement.
Recorded: October 14, 2015
Instrument No.: [2015-095083](#), records of Ada County, Idaho.
(Affects Parcel II)

14. Record of Survey No. 10323 recorded December 2, 2015 as Instrument No. [2015-109707](#), records of Ada County, Idaho.
(Affects Parcel III)

15. Terms and conditions contained in the Correction Notice of Buildable Parcel for Parcel Consolidation.
Recorded: October 2, 2015
Instrument No.: [2015-109863](#), records of Ada County, Idaho.
(Affects Parcel III)

16. Terms and conditions contained in Ordinance No. ORD-45-20.
Recorded: December 11, 2020
Instrument No.: [2020-171316](#), records of Ada County, Idaho.
(Affects Parcels I, II, and III)

WARNING: This document contains 350 pages and may take extra time to open.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B

ALTA Commitment for Title Insurance 8-1-16

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17. Rights of tenants in possession as tenants only under unrecorded leases.

(End of Exceptions)

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27C165B

ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE C

Legal Description:

Parcel I:

Lots 7 and 8 in Block 69 of Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

Parcel II:

Lots 9 and 10 in Block 69 of Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

Excepting Therefrom that portion deeded to Ada County Highway District as disclosed in Warranty Deed, recorded January 22, 2015 as Instrument No. 2015-005136, records of Ada County, Idaho.

Parcel III:

A portion of Lots 11 and 12 in Block 69 of Boise City Original Townsite, as filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, located in the Southwest quarter of Section 3, Township 3 North, Range 2 East, Boise Meridian, Boise, Ada County, Idaho more particularly described as follows:

Beginning at the Northerly most corner of said Lot 11; thence along the Northeasterly boundary line of said Lots 11 and 12 South 54°48'05" East, 100.04 feet to the Easterly most corner of said Lot 12; thence along the Southeasterly boundary line of said Lot 12

South 35°12'20" West, 120.02 feet; thence leaving said Southeasterly boundary line

North 54°48'05" West, 100.05 feet a point on the Northwesterly boundary line of said Lot 11; thence along said Northwesterly boundary line

North 35°12'39" East, 120.03 feet to the Point of Beginning.

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27C165B

ALTA Commitment for Title Insurance 8-1-16

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TitleOne
a title & escrow co.

TitleOne

Authorized Agent for:

Commonwealth Land Title Insurance Company

File Number: 22459864

Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

If you have any closing questions, please contact your Escrow team:

Scott Darling
sdarling@titleonecorp.com
(208) 287-5300

Carly Knapp
cknapp@TitleOneCorp.com
(208) 287-0945

Michaela Fealko
mfealko@titleonecorp.com
(208) 287-5325

Vicky Hill
vhill@titleonecorp.com
(208) 489-7260

Escrow Address: 1101 W. River Street, Suite 201, Boise, ID 83702
TitleOne State License: 712441

If you have any title questions, please contact your Title Officer:

Scott Thiel
sthiel@titleonecorp.com
(208) 287-5314

TitleOne Address:
1101 W. River Street, Suite 201
Boise, ID 83702

Agents / Brokers and Transaction Coordinators

Legal Counsel

Kimberly D. Maloney
Givens Pursley LLP
kdm@givenspursley.com
(208) 388-1273

Meghan Conrad
Elam & Burke, P.A.
msc@elamburke.com
(208) 343-5454

Legal Counsel

Meghan Conrad
Elam & Burke, P.A.
msc@elamburke.com
(208) 343-5454



**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

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COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:

A handwritten signature in black ink, appearing to read "James M. [unclear]".

ATTEST

President

A handwritten signature in black ink, appearing to be a stylized name.

Secretary



1101 W. River Street, Suite 201
Boise, ID 83702
Ph. (208)424-8511
Fx. (866) 638-6981
www.titleonecorp.com

Privacy Policy Notice

Rev. 7/28/2022

FACTS		WHAT DOES TITLEONE DO WITH YOUR PERSONAL INFORMATION?	
Why?		Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?		<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?		All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TitleOne chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		Does TitleOneshare?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes- to offer our products and services to you		No	We don't share
For joint marketing with other financial companies		No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?	Go to https://www.anywhereis.re/privacypolicy		

Who we are	
Who is providing this notice?	TitleOne
What we do	
How does TitleOne protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TitleOne collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>TitleOne does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • <i>TitleOne does not share with nonaffiliated financial companies for joint marketing purposes.</i>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.anywhereis.re/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.anywhereis.re/privacypolicy

**Transaction Identification Data for reference only:**

Issuing Office: TitleOne, a Title and Escrow Company
 ALTA® Universal ID: 1065022
 Commitment Number: 22459858

SCHEDULE A**1. Commitment Date: July 28, 2022 at 07:30 AM****2. Policy or Policies to be issued:**

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	\$1,336,000.00
Proposed Insured:		Premium:	\$3,452.00

The Young Men's Christian Association of Boise City, Idaho

Endorsements:	None Requested	Charge:	\$0.00
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3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

The Urban Renewal Agency of the City of Boise, Idaho, an independent public body, corporate and politic, organized under the laws of the State of Idaho, doing business as Capital City Development Corporation

5. The Land described as follows:

See Attached Schedule C

Commonwealth Land Title Insurance Company

TitleOne, a Title and Escrow Company

By:

 Scott Thiel, Authorized Signatory

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company will require delivery and approval of an Indemnity and Affidavit as to Debts, Liens, and Possession prior to the issuance of any Extended Coverage policy. The Company may make additional requirements and exceptions upon disclosure of the same.
6. The Company requires for its review a satisfactory Special Warranty Deed from The Urban Renewal Agency of the City of Boise, Idaho, an independent public body, corporate and politic, organized under the laws of the State of Idaho, doing business as Capital City Development Corporation to The Young Men's Christian Association of Boise City, Idaho, an Idaho non-profit corporation. The Deed must be signed, delivered and recorded.
7. NOTE: According to the available records, the purported address of the land referenced herein is:

421 N 10th St,
Boise, Idaho 83702
8. NOTE: IF the Company is requested to issue an Extended Coverage ALTA Owner's Policy for this transaction, the following additional requirements will apply:
 - (a) Parties in possession exception of this commitment may be deleted upon receipt of an owner's affidavit executed by the owner of the subject property, identifying the subject property and stating that no one is in possession of the land other than the owner and the tenants of the owner. Any tenancy is to be specifically excepted in the policy.
 - (b) The easement and survey exceptions of this commitment may be deleted upon the review and examination by this Company, prior to closing, of a current survey of the land acceptable to the Company, duly certified by a registered land surveyor. The certificate of survey must show, among other things, the exact location of all the improvements located on the land, the situation, width, and length of all the recorded or unrecorded easements, the existence of fences, signs, and building setback areas, and finally, any dimension discrepancy, gap, overlap, or boundary line problem that may affect the property. Any specific item, shown by this review and examination is to be specifically excepted in the policy. The survey should certify TitleOne and the designated underwriter stated herein (the Company).

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(c) The mechanic's lien exception may be deleted upon the review and examination of satisfactory evidence that no labor or materials have been furnished to the property for improvements authorized or contracted for by or on behalf of owner within the last 120 days, nor have any contracts been entered into for such improvements and there are no unpaid bills for labor and materials for improvements made upon said land for which a claim of lien may be filed. If labor or materials have been furnished or work has been contracted, the Company requires a complete list of all sub-contractors and suppliers who have furnished or will furnish labor and/or material to the subject property. Each sub-contractor and supplier is required to execute an acknowledgment of final payment and unconditional waiver of lien.

9. NOTE: Additional Underlying Documents.

[To view the Assessor's Parcel Map, click here.](#)

[To view the Record of Survey, click here.](#)

[To view the Vesting Deed, click here.](#)

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. 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.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not 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. (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.
8. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

Parcel Number: [R1013004583](#)

9. The land described herein is located within the boundaries of the City of Boise and is subject to any assessments levied thereby.
10. Easements, reservations, restrictions, and dedications as shown on the official plat of Boise City Original Townsite recorded November 24, 1867 in [Book 1 of Plats at Page 1](#), records of Ada County, Idaho.
11. Terms and conditions contained in Ordinance No. 6108.
Recorded: December 12, 2001
Instrument No.: [101131220](#), records of Ada County, Idaho.

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12. An easement for the purpose shown below and rights incidental thereto as set forth in a/an Underground Easement.

Granted to: Idaho Power Company

Purpose: permanent and perpetual easement and right of way, sufficient in width 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

Recorded: May 21, 2004

Instrument No.: [104063204](#), records of Ada County, Idaho.

13. Terms and conditions contained in Ordinance No. ORD 45-20.

Recorded: December 11, 2020

Instrument No.: [2020-171316](#), records of Ada County, Idaho.

14. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 12913 recorded June 2, 2021 as Instrument No. [2021-085964](#), records of Ada County, Idaho.

15. Rights of tenants in possession as tenants only under unrecorded leases.

(End of Exceptions)

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SCHEDULE C

Legal Description:

Lots 11 and 12 and the Easterly 40 feet of Lot 10, when measured parallel with the line dividing Lots 10 and 11, in Block 68 of Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

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TitleOne
a title & escrow co.

TitleOne

Authorized Agent for:

Commonwealth Land Title Insurance Company

File Number: 22459858

Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

If you have any closing questions, please contact your Escrow team:

Scott Darling
sdarling@titleonecorp.com
(208)287-5300

Carly Knapp
cknapp@TitleOneCorp.com
(208) 287-0945

Jill Zimmerman
jzimmerman@titleonecorp.com
(208) 489-7272

Michaela Fealko
mfealko@titleonecorp.com
(208) 287-5325

Escrow Address: 1101 W. River Street, Suite 201, Boise, ID 83702
TitleOne State License: 712441

If you have any title questions, please contact your Title Officer:

Scott Thiel
sthie1@titleonecorp.com
(208) 287-5314

TitleOne Address:
1101 W. River Street, Suite 201
Boise, ID 83702

Agents / Brokers and Transaction Coordinators

Legal Counsel

Meghan Conrad
Elam & Burke, P.A.
msc@elamburke.com
(208) 343-5454

Kimberly D. Maloney
Givens Pursley LLP
kdm@givenspursley.com
(208)388-1273

Legal Counsel

Kimberly D. Maloney
Givens Pursley LLP
kdm@givenspursley.com
(208)388-1273

Attachment 6

Joint Proposal

BLOCK 68 CATALYTIC REDEVELOPMENT

PROJECT NARRATIVE



EDLEN & CO. + CHASE MIKSI + ELTON Companies + the Y YMCA

PROJECT NARRATIVE

The proposed projects are a multi-block, mixed-use development that achieves all of CCDC’s Minimum Expectations as well as many of CCDC’s Visionary Outcomes. The project includes over two and a half city blocks of redevelopment, which, upon completion may include **over 600 new residential units for all income levels and ages**. It will also include 18,000 square feet of active ground-floor retail, 26,000 square feet of healthcare and/or education space, a 14,000 square-foot Child Development Center, and a new 98,000 square-foot downtown YMCA.

This proposal is in response to CCDC’s requirements and provides for the anticipated catalytic redevelopment of neighboring properties. It is important to note that all components of our proposed development project are designed within current City of Boise zoning guidelines.

BLOCK 68 - SOUTH (MOBILITY HUB)

The CCDC-owned property on the south half of Block 68 (Block 68 South) will be developed into a 20-story Type I high-rise building that will include active ground floor space, parking and mobility structure (Mobility Hub), and market-rate housing. The ground floor space includes residential amenities and the YMCA Child Development Center. The Child Development Center has been designed to be flexible and could also accommodate office, medical clinic/healthcare space, or retail.

The **Mobility Hub** includes ParkBOI, which will facilitate 158 public parking stalls for retail, visitors, and other short-term users. Per the terms noted in the Block 68 RFP, \$10 million will purchase parking stalls for the ParkBOI facility and BikeBOI. (The estimated cost to be paid for by the ParkBOI funds will pay for the contractor’s hard cost, soft costs, and financing costs, which are detailed in the Proposed Terms for CCDC Participation section.)

In addition to the ParkBOI parking in the Mobility Hub, there are 131 parking stalls for the YMCA as well as 180 stalls for residential units. The proposed parking to serve the residential units are for both Block 68 South and Block 69, described below and assume a ratio of 0.5 parking stall to 1 residential unit. A BikeBOI facility is also located in the Mobility Hub and provides access to the 11th Street Bikeway.



Above the Mobility Hub are 12 floors of housing that include 230 market-rate and/or active adult residential units. It is important to note we did not include the State of Idaho controlled parcel adjoining the CCDC-owned property but we have been in communication with representatives of the State to include this parcel while providing the State with replacement parking. Discussions with the State indicate their support of the project and that they are willing to work with us to include this parcel as a part of the larger development. Upon agreements with the State the project would become a full one-half block and provide for a more efficient Mobility Hub.

BLOCK 68 - NORTH (YMCA) & BLOCK 69 (MIXED-USE HOUSING)

The CCDC-owned property on the north half of Block 68 (Block 68 North) is proposed to be transferred through a purchase and sale agreement for the YMCA-owned half-block parcels west of Block 68 across 11th Street (Block 69). Block 69 will be developed into a seven-story, Type III mid-rise building. The building program includes active ground-floor retail at the corners along State Street at both 11th and 12th streets, 45 parking spaces accessed from the alley, and a residential lobby. Above the ground floor are **220 mixed-income housing units, including 25 units at or below 80% AMI, 130 units at or below 120% AMI, and 65 market-rate units**.

Housing developed on Block 68 South and Block 69 provides for 450 residential units, which is twice the Minimum Expectation included in CCDC’s RFP of 225 residential units.

BLOCK 79 (MIXED-USE HOUSING) & BLOCK 68 - NORTH (YMCA)

The proposed redevelopment of the CCDC parcels noted above will bring significant additional development on neighboring YMCA-owned parcels. Block 68 North will be redeveloped into a new downtown Boise YMCA. The block currently occupied by the YMCA (Block 79) would be redeveloped into a mixed-use housing project with creative and active ground floor spaces.

The new downtown Boise YMCA will allow the Treasure Valley YMCA to continue to provide services to ALL members of our community. The facility may include: an aquatic center, multiple gyms, indoor track, weights, and cardio area, climbing wall, teaching and conference facilities, health and wellness center, family adventure center, THRIVE Center, and support services.

Upon completion of the new Downtown YMCA and Mobility Hub, Block 79 will be developed into a four-story, Type VA low-rise with below-grade parking. Additional residential units may be achieved through approval from the City for a height variance, but this proposal only includes what is currently allowed by code. The ground floor includes space that will be complementary to the Boise High School for education



and/or healthcare clinics as well as retail. Three floors above the ground floor include 176 mixed-income residential units. Some of the units may provide affordable housing to households at or below 60% AMI. This assumes the successful award of Low-Income Housing Tax Credits (LIHTCs). The feasibility of incorporating units at this level of affordability will depend on a successful award of LIHTC at either 9% or 4% and a source for needed gap funding.

BLOCK 78 (CREATIVE OFFICE)

The remaining YMCA-owned property on Block 78 will be developed as a creative office or a not-for-profit hub. We have had meetings with members of Grow Our Housing, City of Boise’s Housing and Community Development, CATCH, College of Western Idaho, College of Idaho, and others who have expressed interest in having a location here.

The proposed development enhances pedestrian, bike, and transit accessibility and connections. Public plazas at the northwest corner of Block 68 and Southwest corner of Block 79 will welcome the community to the neighborhood as well as provide opportunities for community events and activities. These plazas will also provide connections across State Street providing additional protection for biking and pedestrian crossing, aligning with the **11th Street Bikeway**. Protected pedestrian and bike access continues through Block 79 to the intersection of Washington and 10th Streets, directly in front of Boise High School. Bicycle parking racks will be integrated into the hardscape design throughout the public plazas in addition to the secure BikeBOI facility in the Mobility Hub provide bike parking options throughout the neighborhood. The BikeBOI space will include changing areas and a bicycle maintenance facility. Additional secured bicycle parking facilities serving Blocks 69 and 79 also front onto the 11th Street Bikeway, further contributing to the visual prominence, atmosphere, and activity of 11th Street as a **bike-centric corridor**. The alley on Block 68 will be maintained and be prioritized for YMCA uses along with bike and pedestrian travel.

PROJECT NARRATIVE

INVESTMENT RATIO

CCDC’s investment in Block 68 South allows for a new public parking facility to support surrounding developments and a mixed-income housing project on Block 69. The estimated total project investment for these two projects combined is **\$180.6 million**. With CCDC’s public investment of \$20.5 million (including a \$10 million investment in public parking, public improvement reimbursement, and land value), this would yield a ratio of 8:1, private to public investment (see for more information on CCDC investment in the Proposed Terms for CCDC Participation section). In addition, these two projects are estimated to create 850 construction jobs, 50 new permanent jobs, and provide an estimated private property value of approximately \$130 million, not including the catalytic developments on Block 68 North, Block 79, and Block 78.



ECONOMIC DEVELOPMENT

The additional catalytic projects, noted above, would add an additional private investment of \$145 million and CCDC investment for public infrastructure of \$6 million. The total CCDC public investment of \$26.5 million yields an **11:1 private to public** investment for the entire development project. In addition, the construction of the catalytic projects yields an additional 475 construction jobs for a total of 1,325 total construction jobs and an unknown number of new permanent jobs. In all, an additional new estimated private property value of approximately \$210 million would be added to Boise upon completion of the entire development.

COMMUNITY ENGAGEMENT

The overall proposed project will provide a major economic impact for Boise. We believe a successful economic plan should include **community engagement** to ensure the community’s wants and needs are addressed. Our proposal includes an initial **stakeholder engagement plan** that will help all members of the development team, including CCDC, better understand what residents want from the proposed project.

Our vision for the project is to provide diverse opportunities for new residents, retailers, and the surrounding community. A pedestrian-oriented ground level will include a mix of uses promoting indoor-outdoor activities, walkability, public safety, and a strong connection to pedestrian and bicycle transit. Our proposed project prioritizes activating street frontages with expansive storefront fenestration to enhance density, enrich the pedestrian experience, and contribute to a cohesive, livable, inclusive neighborhood for downtown Boise. The building designs will serve to augment the authentic neighborhood fabric by integrating forward-thinking sustainable materials.

SUSTAINABILITY

Sustainable design and construction practices will be maintained on all projects to meet the Minimum Expectations outlined in the Block 68 RFP. Additional sustainable opportunities will be considered, including geothermal for residential units in addition to what is currently included for commercial and retail spaces.

This proposed project is a once in a lifetime opportunity to create a new neighborhood that provides opportunities for ALL members of the Boise community.

PROJECT PRIORITIES

Below is a chart to better illustrate how this proposal meets CCDC’s project priorities by project location.

Project Priorities	Block 68 North	Block 68 South	Block 69	Block 78	Block 79
GROW OUR HOUSING					
Balanced Mix of Housing		x	x		x
25 units < 80%, 130 <120% AMI			x		TBD
Washer/Dryer Included		x	x		x
Minimum Sqft per Unit		x	x		x
9ft Height in Unit		x	x		x
MOBILITY					
Building a Better State Street Initiative	x	x	x	x	x
11 th Street Bikeway (>30 bike parking)		x	x		x
Mid-block Connection	x	x			
Private parking ratio: <0.8		x	x		x
URBAN DEVELOPMENT & ARCHITECTURAL DESIGN					
Increase Density	x	x	x	x	x
Activate Street through Ground Floor Retail	x	x	x	x	x
14ft Ground Floor Ceiling Heights	x	x	x	x	x
ECONOMIC DEVELOPMENT					
Shared-use Parking- increase infill, reduce single-use garages	x	x	x		
Phased Construction prior to 2024	x	x	x		
SUSTAINABILITY					
Meet Green Building Code	x	x	x	x	x
All Electric + Geothermal for Commercial*	x	x	x	x	x
EV Charging Stations for 1% of Stalls		x	x		x
EV Charging Stations for a future 20% of Stalls		x	x		x
Recycling Facilities + Composting	x	x	x	x	x

* Aspirational goal - geothermal is estimated to add \$7M to the proposed budget if used for all Blocks

BLOCK 68 CATALYTIC REDEVELOPMENT

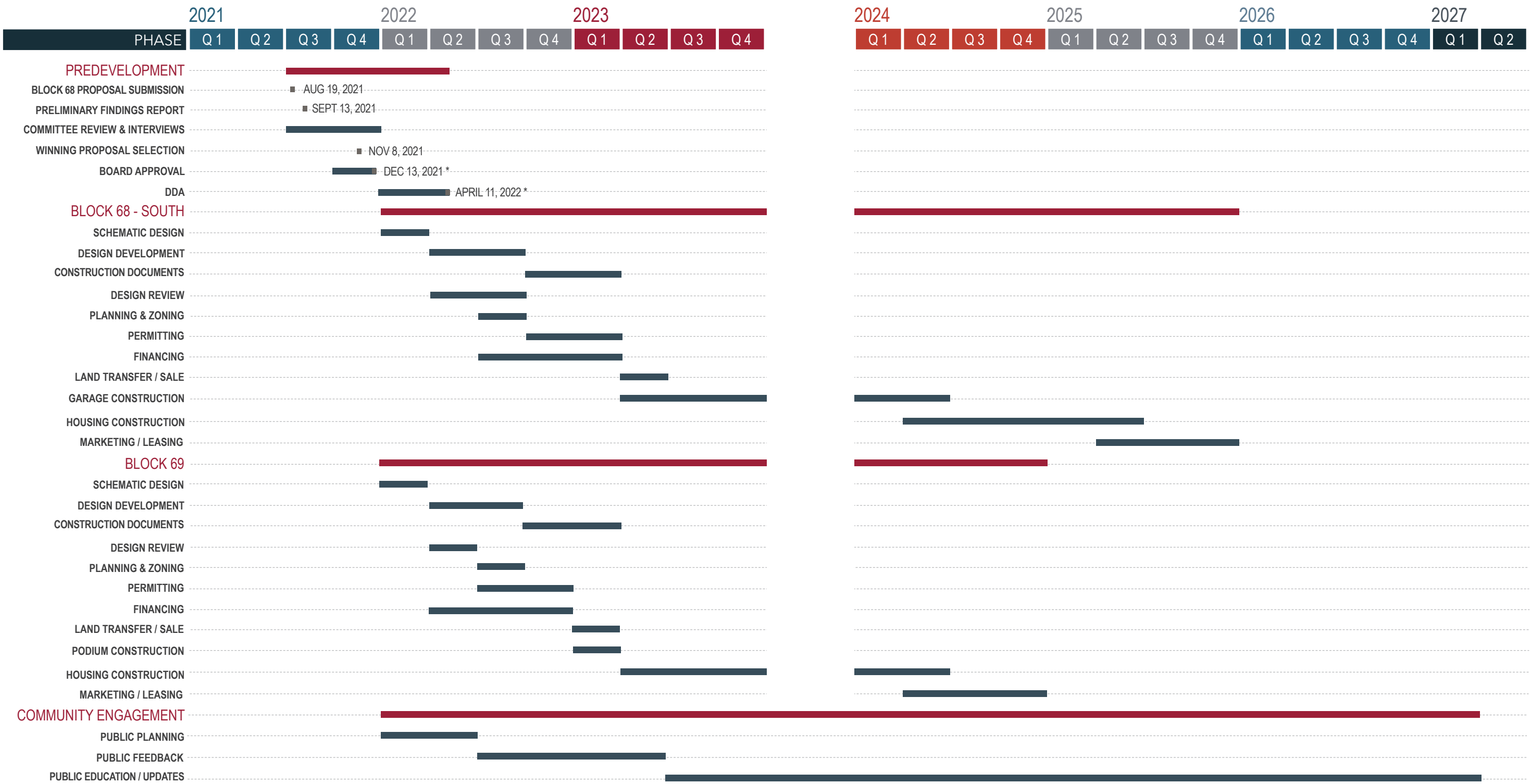
DEVELOPMENT TIMELINE



EDLEN & CO. + CHASE MIKSI + ELTON Companies + the Y YMCA

DEVELOPMENT & TRANSACTION TIMELINE

PROPOSED PROJECTS - BLOCK 68 SOUTH & BLOCK 69



The above proposed timeline is based on the timeline provided in the RFP and from clarifications provided through the RFP process.
The overall schedule maybe accelerated but based on experience and information received, the timeline included is appropriate for the proposed project.
* Proposed Adjustment to Block 68 RFP Schedule.



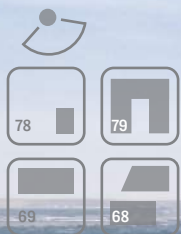
BLOCK 68 CATALYTIC REDEVELOPMENT // PAGE 4

BLOCK 68 CATALYTIC REDEVELOPMENT

PROJECT DRAWINGS



GROW OUR HOUSING

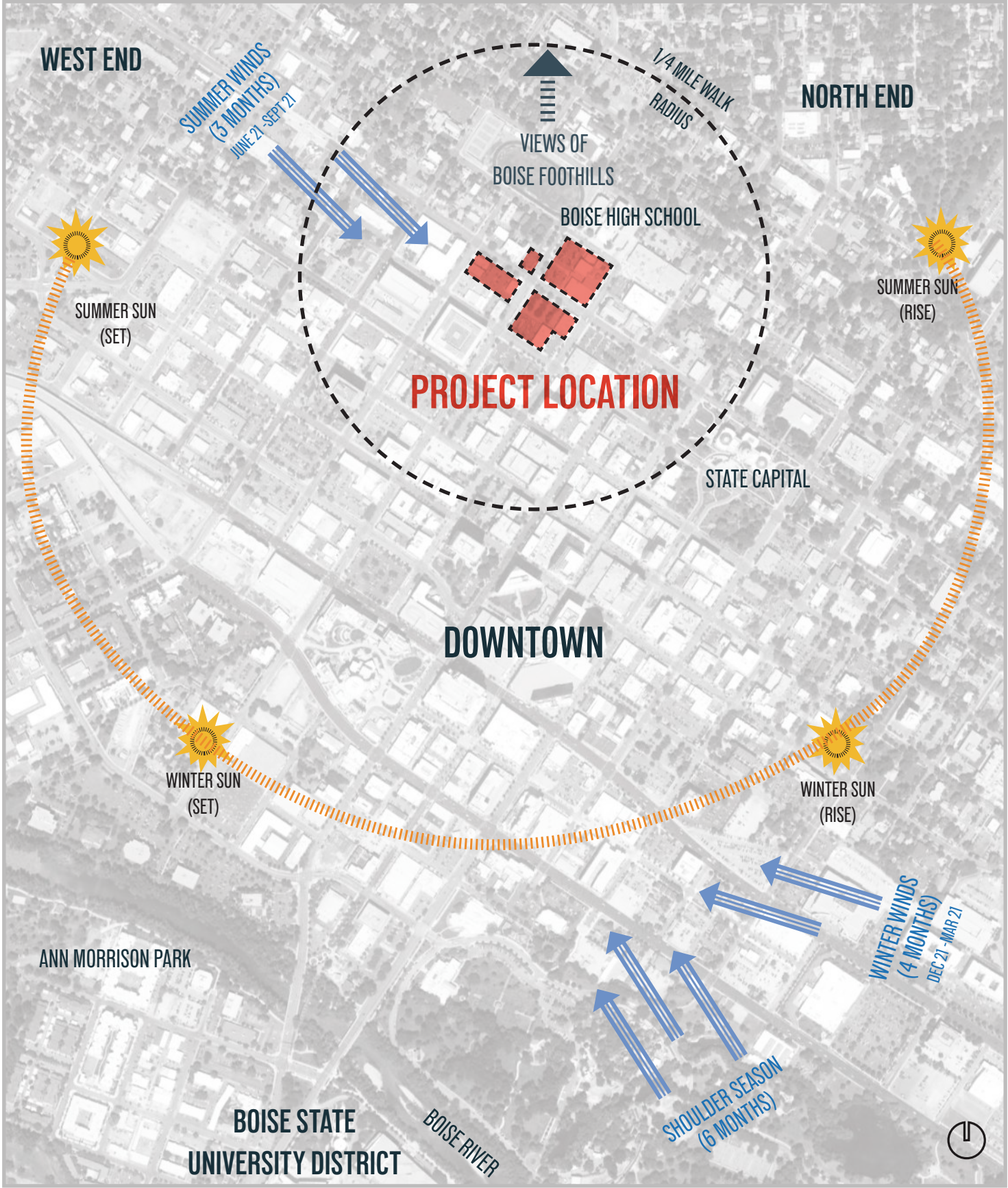


- NEIGHBORHOOD FEATURES:**
- 1. Boise High School
 - 2. First Presbyterian Church
 - 3. Hyatt Place
 - 4. 10 Barrel Brewing
 - 5. Yen Ching Restaurant
 - 6. First Interstate Bank
 - 7. Boise Cascade Company
 - 8. Idaho State Insurance Fund
 - 9. 1150 State St Plaza
 - 10. MCU Sports
 - 11. Lock Stock & Barrel
 - 12. High School Track & Field

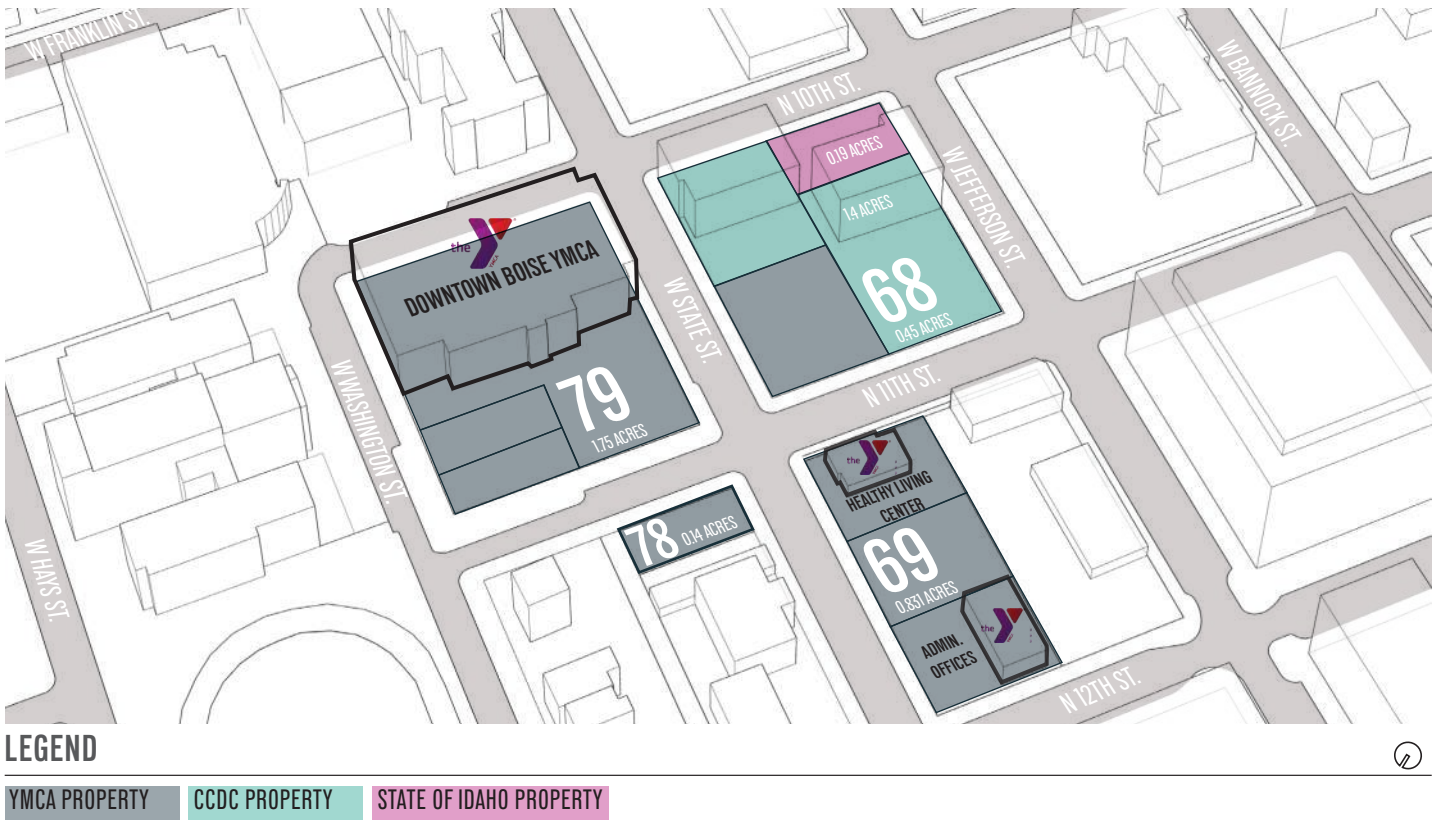


GROW OUR HOUSING

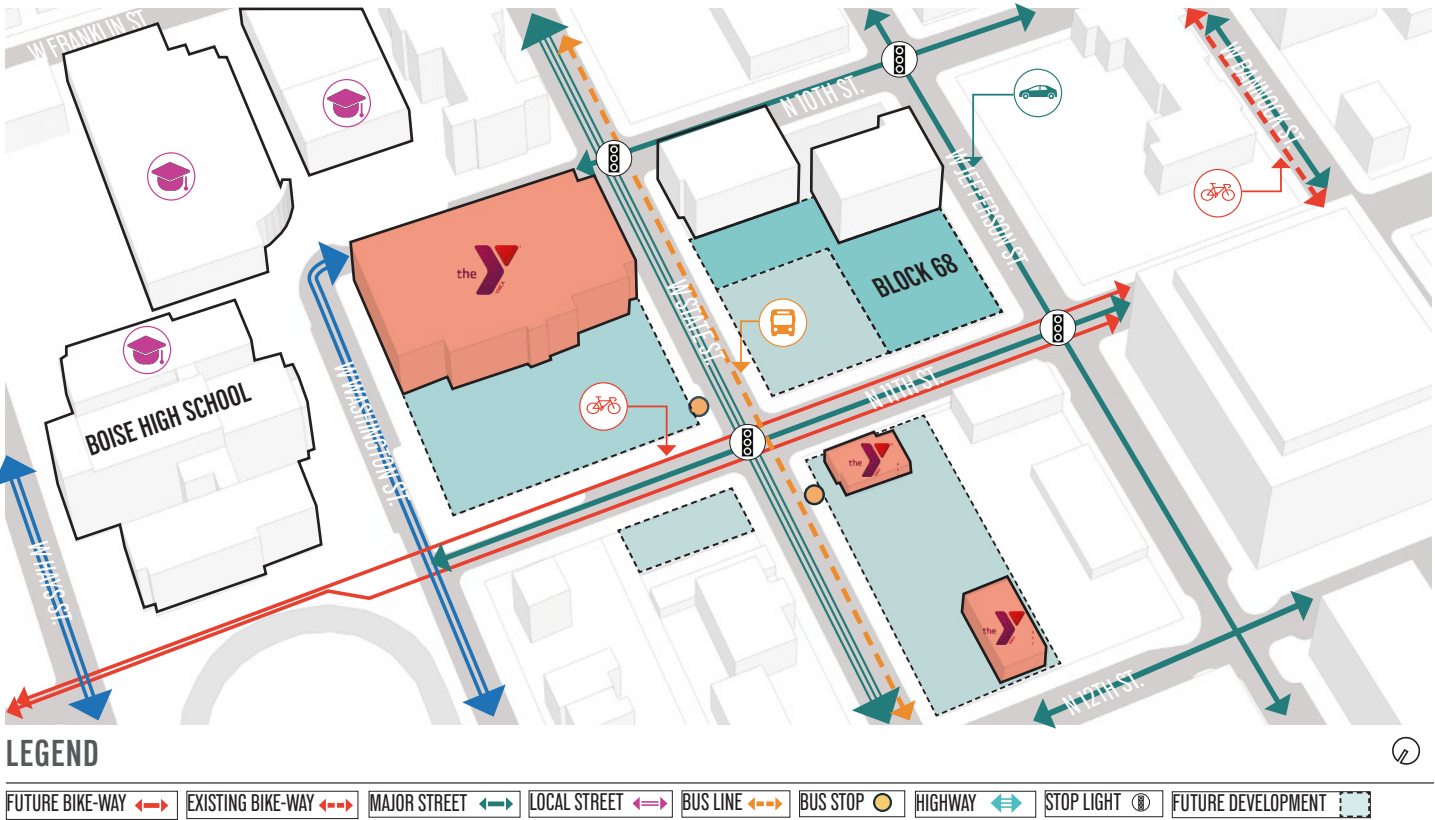
SITE ANALYSIS



CURRENT PARCEL OWNERSHIP



CIRCULATION / TRANSPORTATION



GROW OUR HOUSING

PROPOSED MASTERPLAN, MASSING, AND PROGRAM



VISIONARY OUTCOME

155 Units	Affordable Housing
471 Units	Market-Rate Housing
626 Units	Total Housing
724 Stalls	Parking
18,287 GSF	Retail
98,196 GSF	YMCA Family Facility
26,223 GSF	Health/Education
14,331 GSF	Creative Office Space
14,078 GSF	Child Development
296,407 GSF	Parking Square Footage
921,469 GSF	Development Square Footage

BLOCK 68		BLOCK 78	
230	Market-Rate Units	14,331 GSF	Creative Office
98,196 GSF	YMCA	2,547 GSF	Retail
14,078 SF	Child Development		
158 Stalls	Mobility Hub	BLOCK 79	
180 Stalls	Housing Parking	176	Market-Rate Units
131 Stalls	YMCA Parking	26,223 SF	Health/Education
		8,102 SF	Retail
		88 Stalls	Housing Parking
		122 Stalls	Commercial Parking
BLOCK 69			
155	Affordable Units		
65	Market Rate Units		
10,185 GSF	Retail		
45 Stalls	Parking		

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKE STORAGE
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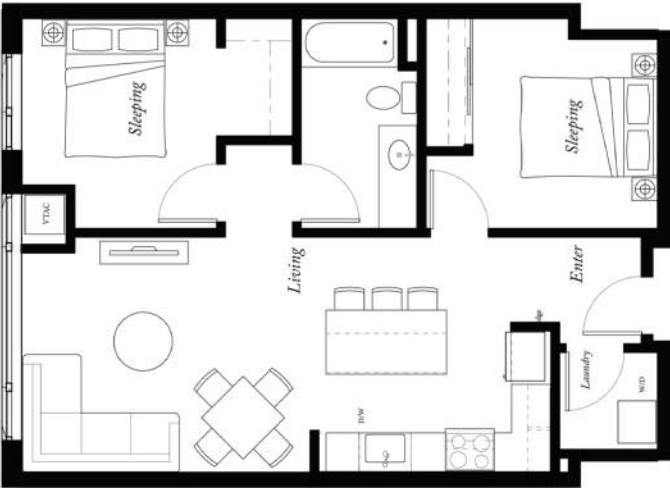
TYPICAL UNITS & FINISHES



STUDIO | 550 SF MIN
278 UNITS TOTAL



1 BEDROOM | 650 SF MIN
247 UNITS TOTAL



2 BEDROOM | 850 SF MIN
101 UNITS TOTAL



KITCHEN



LIVING



LOBBY



AMENITY

MOBILITY

78

79

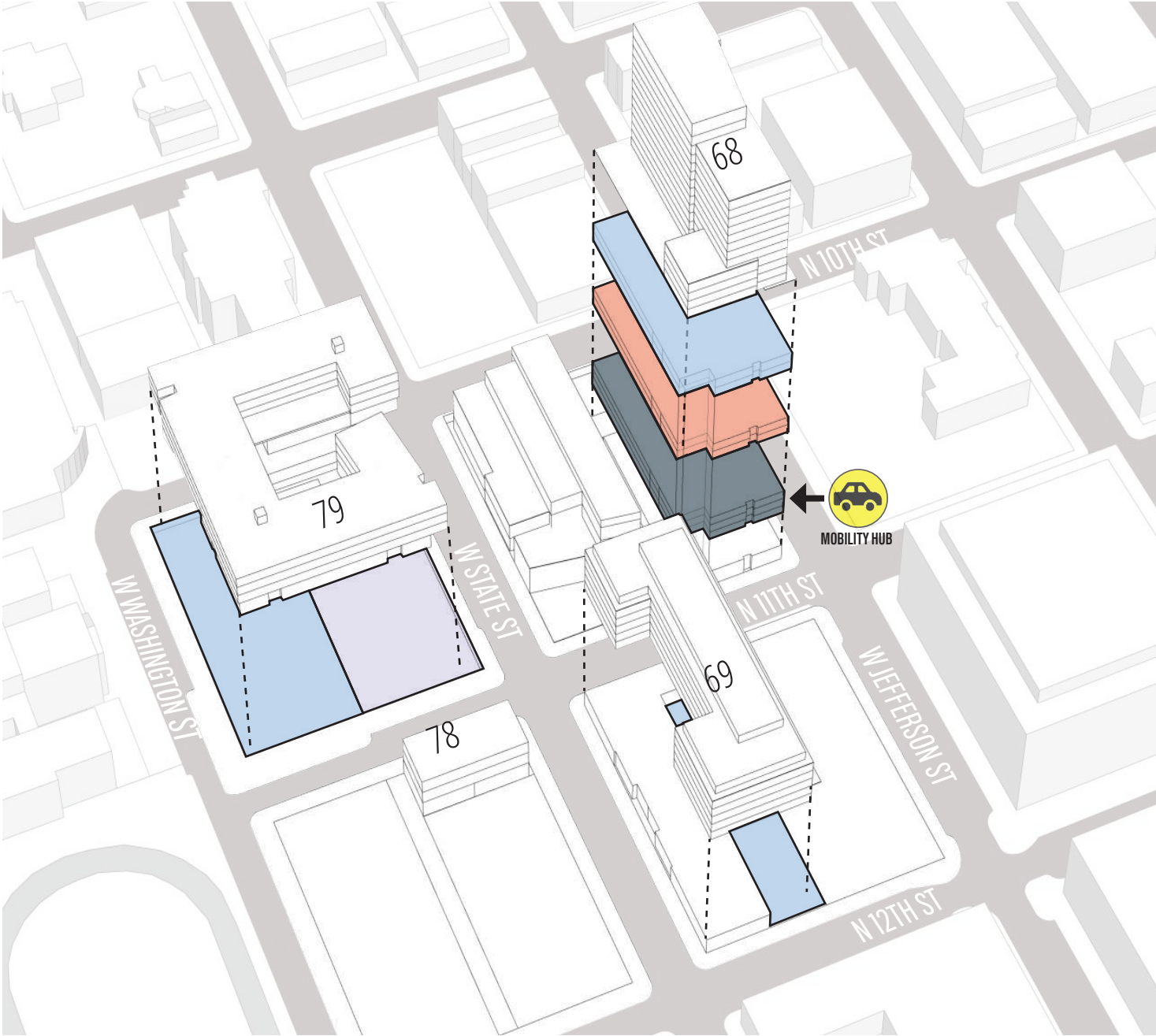
69

68



MOBILITY

PARKING DISTRIBUTION



VISIONARY OUTCOME

724 Stalls Total Parking ←

BLOCK 68		BLOCK 69		BLOCK 78		BLOCK 79	
180 Stalls	Housing	45 Stalls	Parking	0 Stalls	Parking	88 Stalls	Housing
158 Stalls	ParkBOI					122 Stalls	Commercial
131 Stalls	YMCA						

LEGEND

- MOBILITY HUB PARKING
- YMCA PARKING
- RESIDENTIAL PARKING
- COMMERCIAL PARKING

SITE FLOW & CONNECTION



NEIGHBORHOOD BIKE AMENITIES



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN VISION



ACTIVATE THE
STREETS BY
PROVIDING
ACTIVE GROUND-
FLOOR USES,
FURNISHINGS,
AND OTHER
ENGAGING
ELEMENTS

EMBRACE
DENSITY AND
PROVIDE FOR
ACTIVITIES
CONDUCTIVE TO
A COMPACT
MIXED-USE
DOWNTOWN



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

ASPIRATIONAL IMAGERY



EXCEPTIONAL
BUILT
ENVIRONMENT
THAT
CONTRIBUTES TO
THE AUTHENTIC
NEIGHBORHOOD
FABRIC



ASPIRATIONAL
ARCHITECTURE
THAT
INTEGRATES
GREEN
ARCHITECTURE
FEATURES AND
SYSTEMS



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

PRIORITIES & BUILDING MASSING



PRIORITY 1

BLOCK 68 - SOUTH
230 Units
14,078 SF
158 Stalls
311 Stalls
30 Stalls
Market Rate Units
Child Development
Mobility Hub
Additional Parking
Bike Parking

BLOCK 69
155 Units
65 Units
10,185 GSF
45 Stalls
31 Stalls
Affordable Housing
Market-Rate Housing
Retail
Parking
Bike Parking



PRIORITY 2

BLOCK 68 - NORTH
98,196 GSF
21,416 SF
YMCA
Plaza

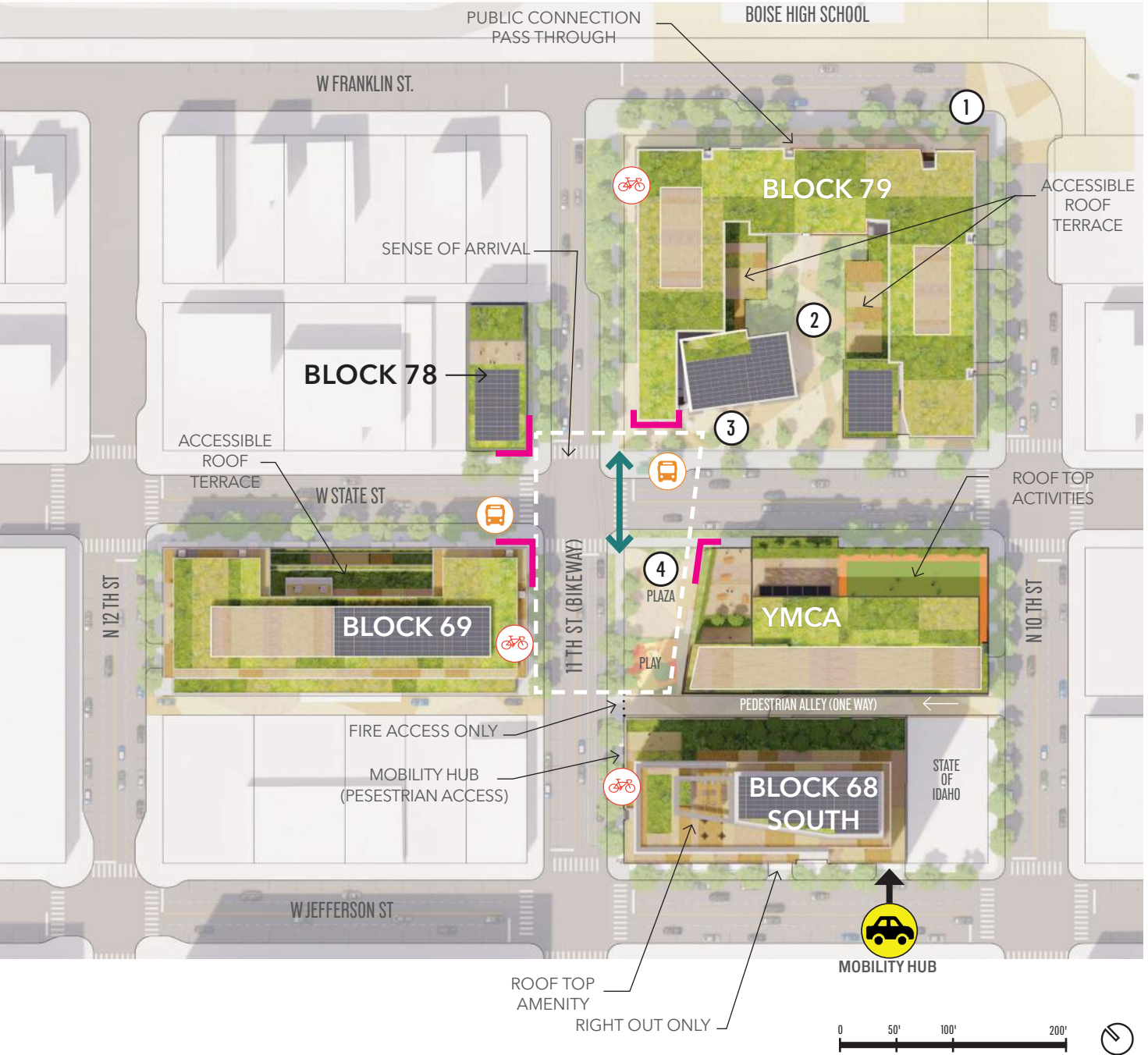


PRIORITY 3

BLOCK 78
14,331 GSF
2,547 GSF
Office Space
Retail

BLOCK 79
176 Units
26,223 GSF
8,102 GSF
210 Stalls
45 Stalls
Market-Rate Units
Health/Education
Retail
Parking
Bike Parking

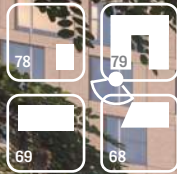
SITE LAYOUT



MASTERPLAN



FACADE DESIGN



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FACADE DESIGN AND FINISHES

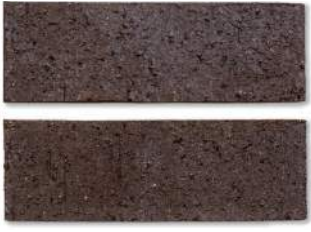


FACADE DESIGN AND FINISHES: HIGH QUALITY, DURABLE, TIMELESS

MATERIAL PALETTE BLOCK 68



Mutual Materials: Face Brick
Style: Pewter - Mission
Size: Norman
Pattern: Stack Bond



Mutual Materials: Face Brick
Style: Midnight Sky - Mission
Size: Norman
Pattern: Stack Bond



Metal Panel: Skycore
Style: Skycore
Color: Silversmith
Pattern: Composite, dry joint



Metal Panel: Metal Craft
Style: Architectural perforated metal screen wall
Color: Silversmith



Living Wall



Aluminum Window Wall

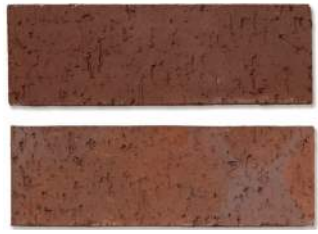


Glass guard rail

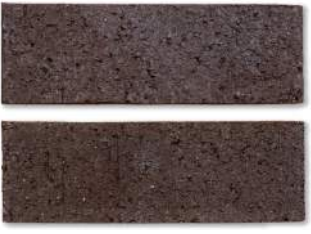


Transparent Storefronts

MATERIAL PALETTE BLOCK 69



Mutual Materials: Face Brick
Style: Forest Blend- Mission
Size: Norman
Pattern: Stack Bond



Mutual Materials: Face Brick
Style: Midnight Sky - Mission
Size: Norman
Pattern: Stack Bond



Vinyl Windows: VPI
Style: Black



Fiber Cement Planks:
Oko Skin
Color: Oak
Pattern: Exterior Fasteners

MATERIAL PALETTE BLOCK 79



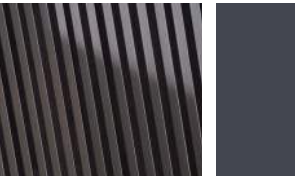
Mutual Materials: Face Brick
Style: Medierranean - Mission
Size: Norman
Pattern: Running Bond



Metal Panel: Morin
Style: W-12 panel
Color: Redwood
Pattern: Vertical



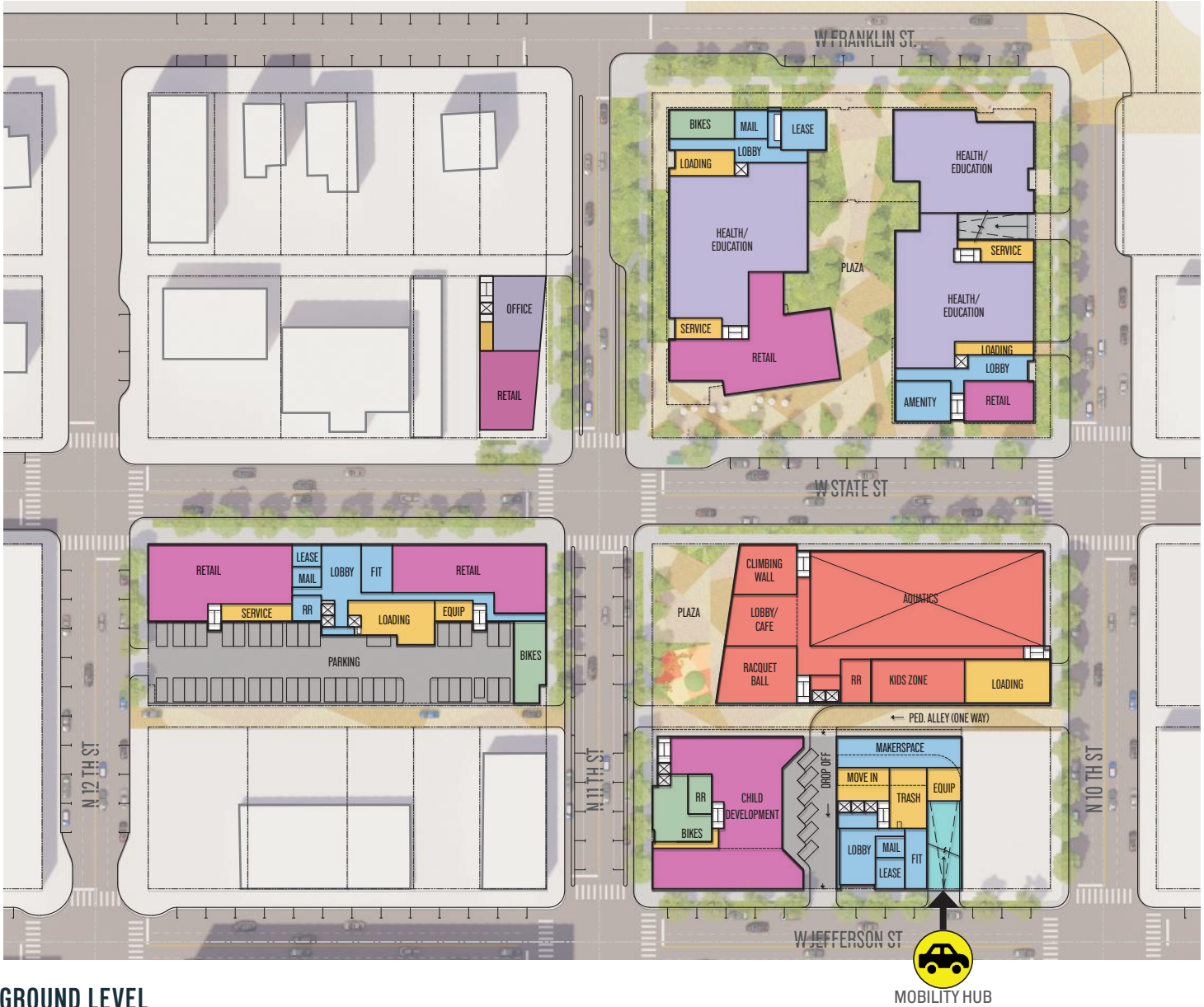
Accent: Wood Cladding
Species: Accoya
Pattern: Vertical, open joint



Metal Panel: Morin
Style: Box Rib
Color: Blue Gray
Pattern: Vertical

URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FLOOR PLANS | GROUND LEVEL



GROUND LEVEL

BLOCK 68		BLOCK 69		BLOCK 78		BLOCK 79	
8,423 GSF	Housing	9,451 GSF	Housing	2,681 GSF	Office Space	10,631 GSF	Housing
15,184 GSF	YMCA	10,185 GSF	Retail	2,547 GSF	Retail	26,223 GSF	Health/Education
14,078 SF	Child Development	16,337 GSF	Parking			8,102 GSF	Retail
		45 Stalls	Parking			45 Stalls	Bikes
5,800 GSF	Parking	31 Stalls	Bikes				
6 Stalls	Short-Term Parking					Below-Grade	
						79,278 GSF	Parking
30 Stalls	Bikes					210 Stalls	Parking

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVEL 2



LEVEL 2

BLOCK 68 - SOUTH		BLOCK 69		BLOCK 78		BLOCK 79	
27,870 SF	Parking Area	27,265 GSF	Housing	5,825 GSF	Office Space	46,890 GSF	Housing
55 Stalls	Parking	35 Units	Housing			61 Units	Housing
		8,515 GSF	Outdoor Space			6,070 GSF	Outdoor Space

BLOCK 68 - NORTH							
15,184 GSF	YMCA						

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FLOOR PLANS | LEVELS 3-4



LEVELS 3-4

BLOCK 68 - SOUTH

27,870 SF
68 Stalls
Parking Area
Parking

BLOCK 69

27,265 GSF
37 Units
Housing
Housing per Floor

BLOCK 78

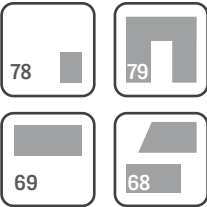
5,825 GSF
Office Space

BLOCK 79

46,890 GSF
61 Units
Housing
Housing per Floor

BLOCK 68 - NORTH

19,887 GSF
YMCA



LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVELS 5-8



LEVELS 5-8

BLOCK 68 - SOUTH

27,870 SF
68 Stalls
Parking Area
Parking per Floor

BLOCK 69

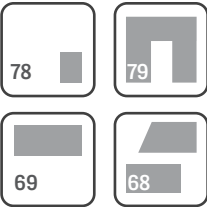
27,265 GSF
37 Units
Housing
Housing per Floor

BLOCK 79

42,165 GSF
54 Units
Housing
Housing per Floor

BLOCK 68 - NORTH

17,397 GSF
11,572 GSF
YMCA
Outdoor Space



LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FLOOR PLANS | LEVELS 9-12



LEVELS 9-12
BLOCK 68 - SOUTH
18,366 GSF Housing
24 Units Housing per Floor
9,702 GSF Outdoor Space



LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVEL 13



LEVEL 13
BLOCK B - SOUTH
15,602 GSF Housing
18 Units Housing per Floor
2,488 GSF Outdoor Space



LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FLOOR PLANS | LEVELS 14-19



LEVELS 14-19
BLOCK 68 - SOUTH
15,602 GSF Housing
18 Units Housing per Floor



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVEL 20



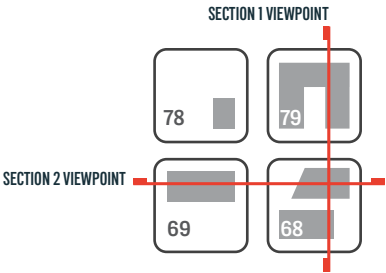
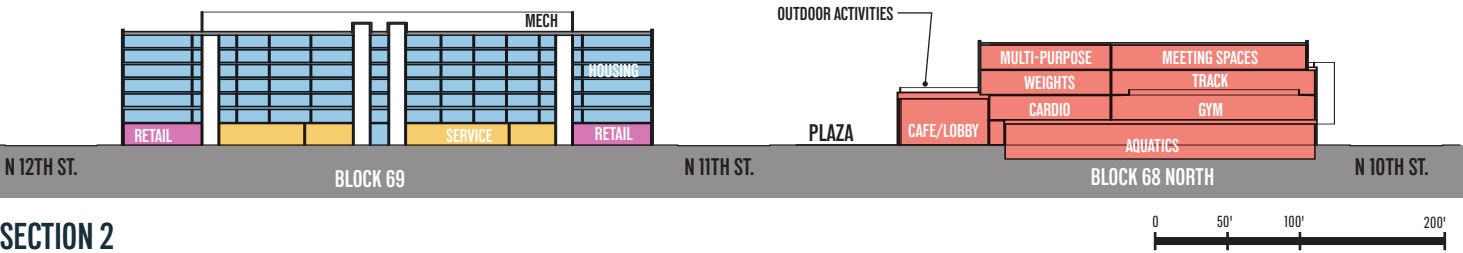
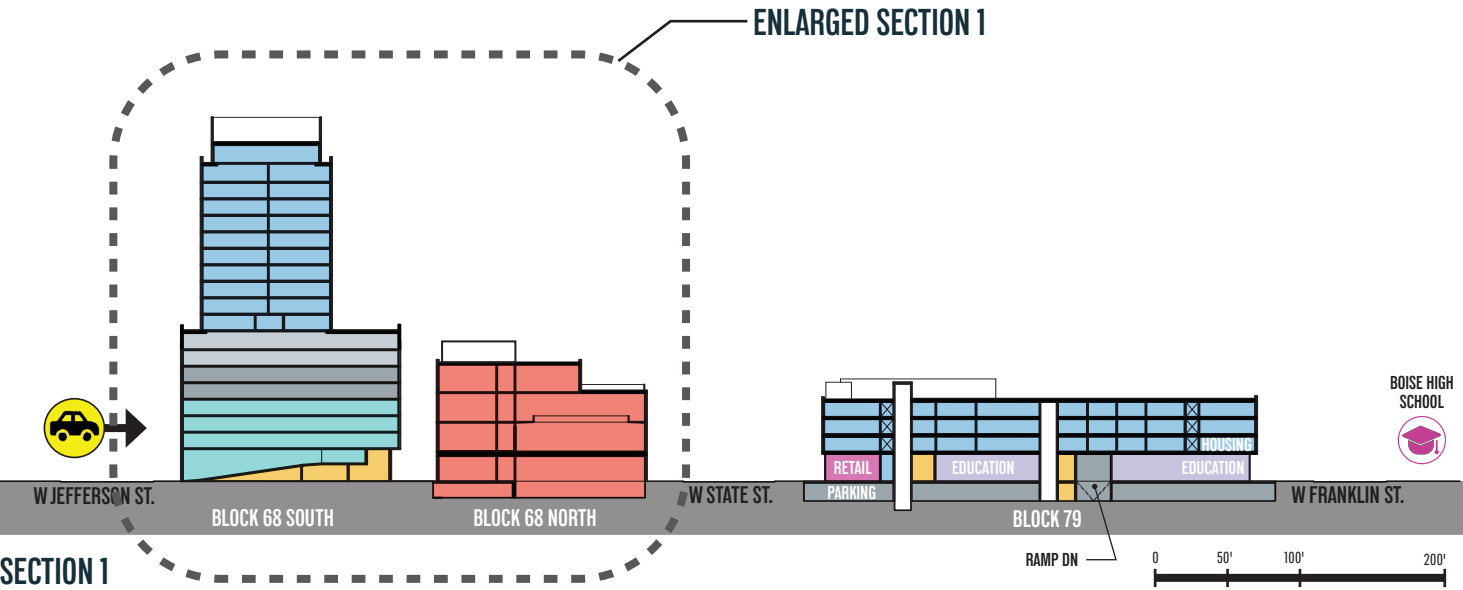
LEVEL 20
BLOCK 68 - SOUTH
9,879 GSF Housing
8 Units Housing per Floor
7,269 GSF Outdoor Space



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

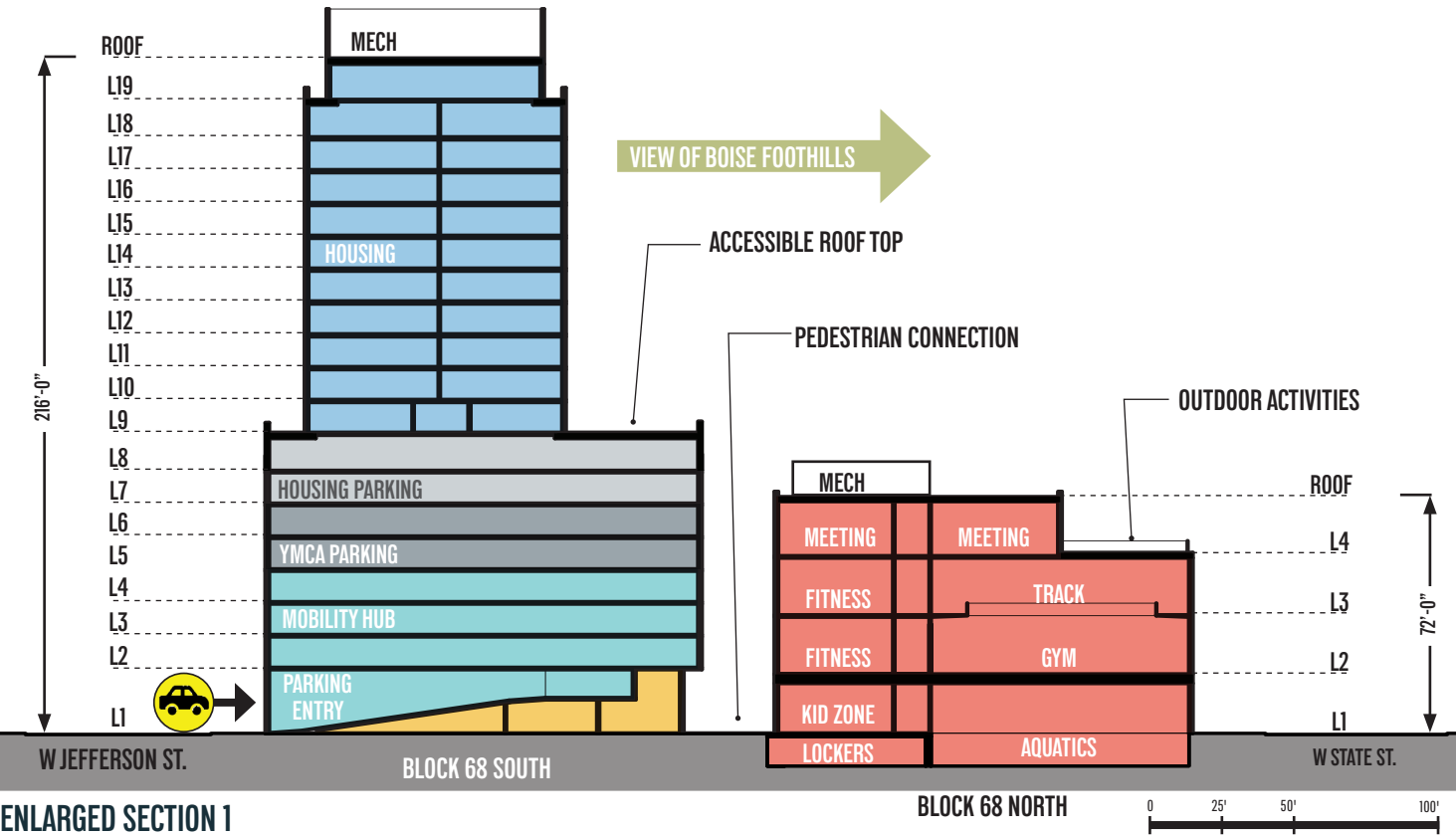
SECTIONS



LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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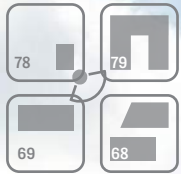
ENLARGED SECTION 1 - BLOCK 68



LEGEND

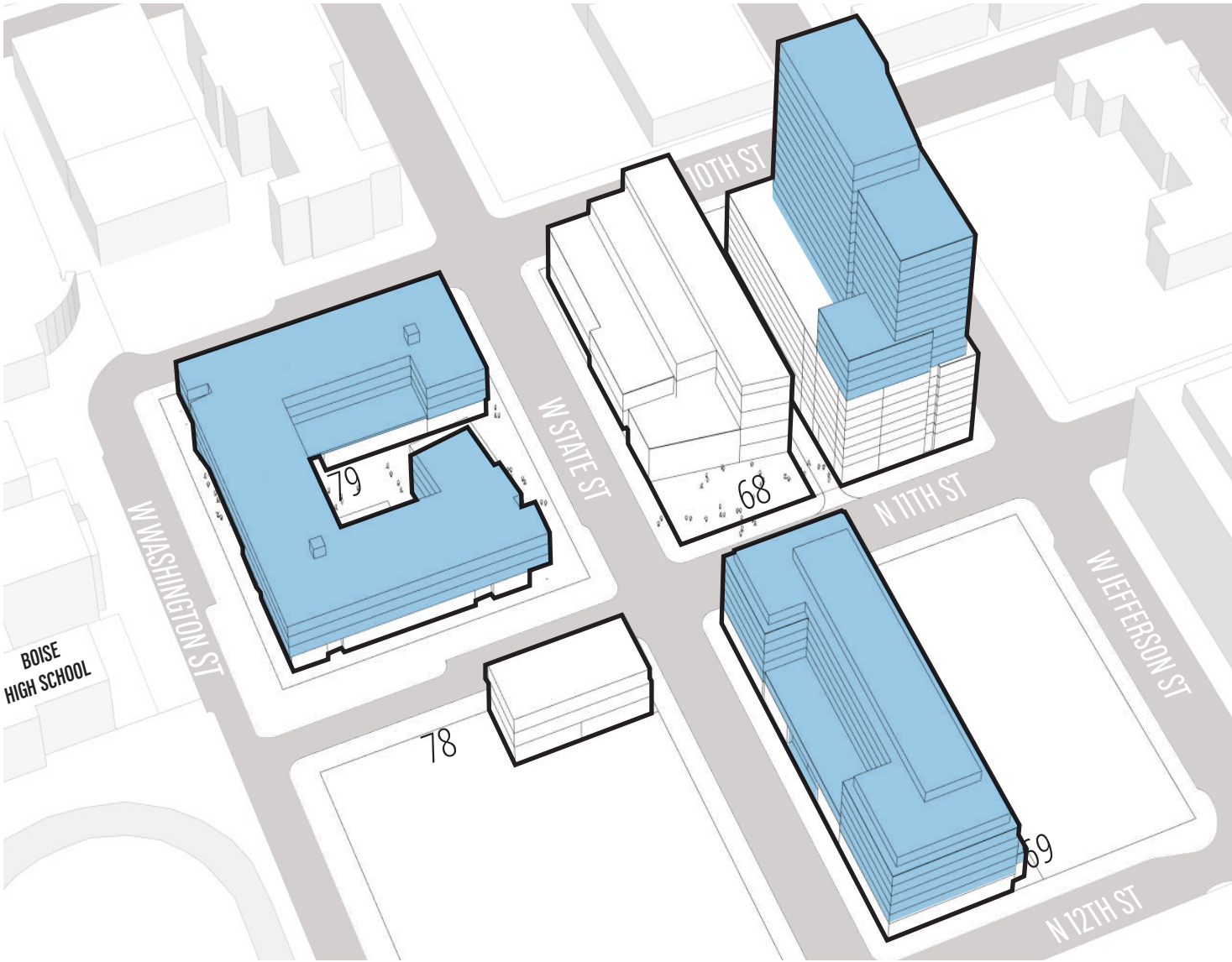
PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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ECONOMIC DEVELOPMENT



ECONOMIC DEVELOPMENT

HOUSING



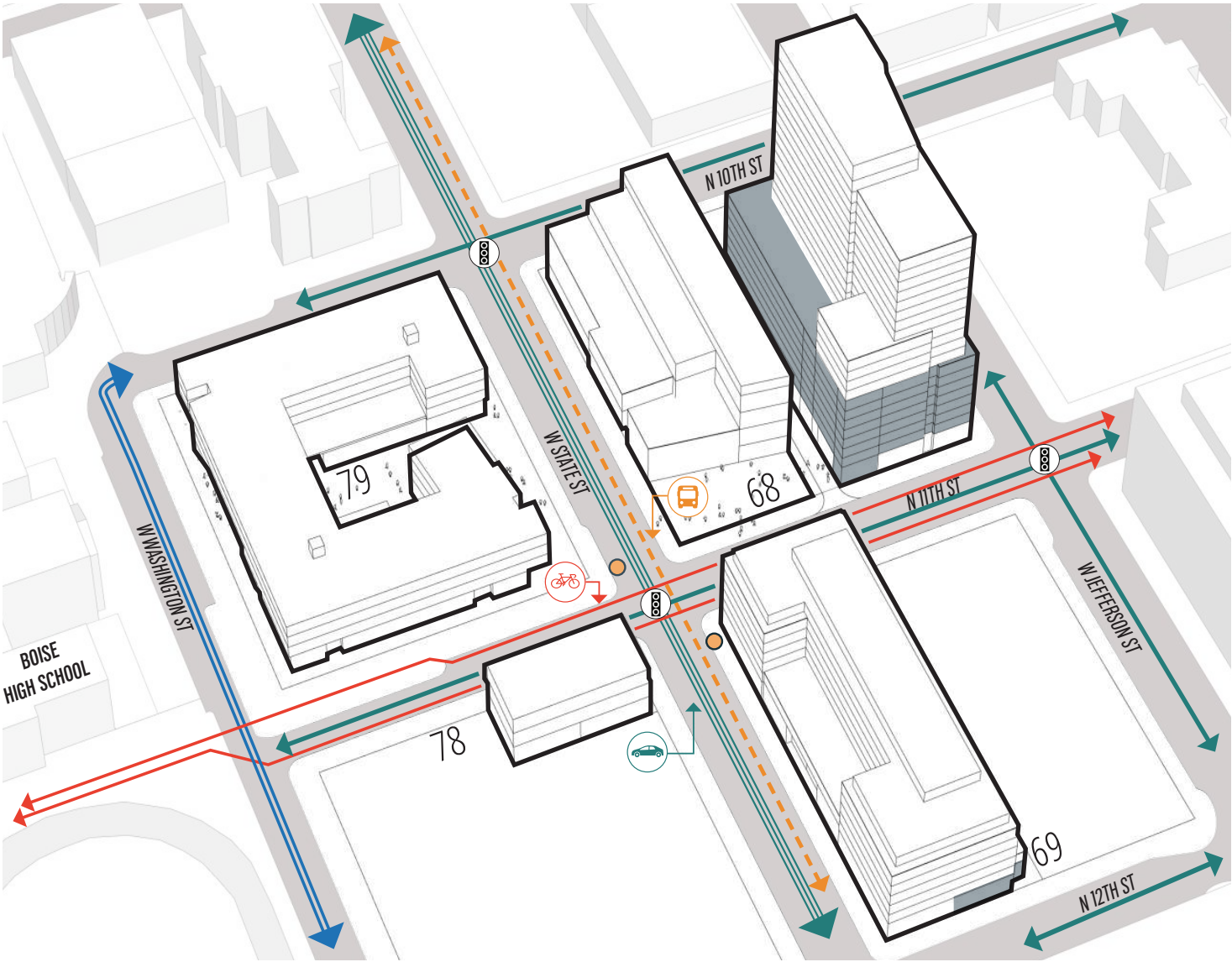
HOUSING

Our proposal includes over 450 residential units on Block 68 South and Block 69. This is far in excess of the Minimum Expectation of 225 residential units and includes the minimum units at or below both 80% AMI and 120% AMI. Providing units at or below 120% AMI is possible through the parking within the structured parking and discounted land and funding for public improvements on both Block 68 South and Block 69. Funds provided through the public-private partnership will allow rental prices to stay at proposed levels for a 15-year benefit to the residents. The additional units on Block 79 may be at or below 60% AMI or a mix of AMI levels if Low Income Housing Tax Credits (LIHTC) are received, further deepening the affordability of Downtown Boise.

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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TRANSPORTATION & PARKING



TRANSPORTATION & PARKING

Providing ease of access to and from the proposed project will help activate all areas of the project. Focusing on the efforts already planned for the 11th Street Bikeway, the development plan adds both bike and pedestrian access in and around all blocks.

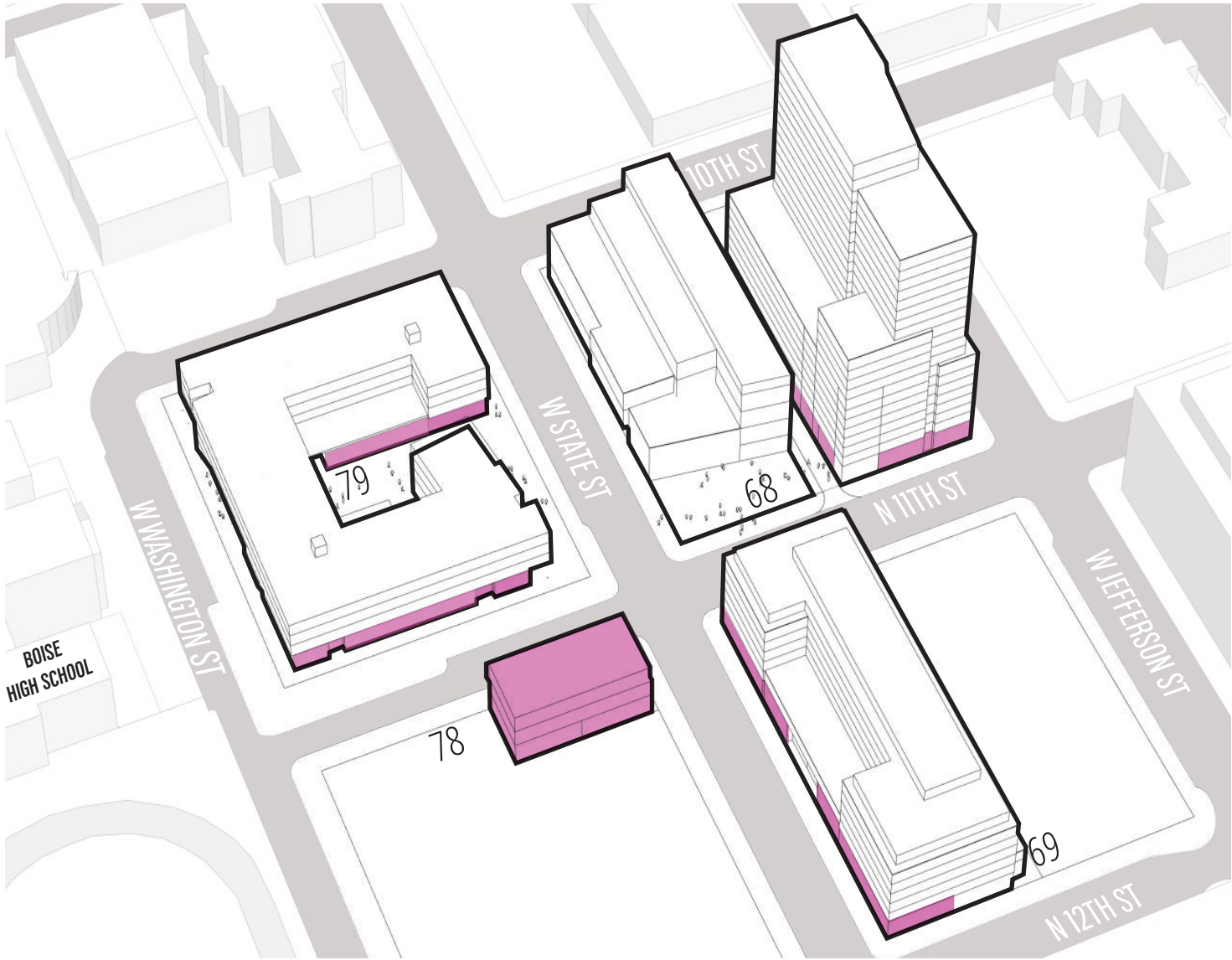
The proposal includes a central public parking facility on Block 68 South. Having a single parking facility is the most cost-effective solution to a district parking plan. The proposal assumes a conservative parking supply and allows for all users to have 24-hour access to needed parking. The development team understands there will be overlap in demands and recommends a district parking analysis to ensure the highest and best use of the parking facility. The \$10 million of ParkBOI funds will be mirrored with other funds to pay for parking for the YMCA and housing uses.

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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ECONOMIC DEVELOPMENT

COMMERCIAL SPACES



COMMERCIAL SPACES

Retail, healthcare/medical clinic, childcare, and support located within Block 68 South and Block 69 do not include any parking. These spaces are possible due to the proposed ParkBOI spaces included with Block 68 South. The proposed parking will also facilitate catalytic development of the new downtown Boise YMCA on Block 68 North, creative office/not-for-profit hub on Block 78, and education/healthcare/medical/retail on block 79. Successful commercial space is also supported by the surrounding uses, including residential (over 600 units) and public use/attractions (new downtown Boise YMCA).

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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COMPLETE PROGRAM



COMPLETE PROGRAM

Through the incentives provided by CCDC and outlined in the Block 68 RFP, the total investment in Block 68 South and Block 69 is \$180.6 million. Of the total investment, the public component is \$20.5 million, which **yields an 8:1 private to public ratio**. Including the proposed catalytic projects, the total investment is over \$320 million with a public investment of \$26.5 million or an **11:1 private to public ratio**.

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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ECONOMIC DEVELOPMENT

PROPOSED PROJECTS

	BLOCK 69 Housing, Retail	BLOCK 68 - SOUTH Housing, Retail/Child Development, Parking	TOTAL PROPOSED Housing, Retail/Child Development, Parking
Gross Square Feet	199,500	415,219	614,719
Square Footage By Use			
Residential	173,000	200,219	373,219
Est No. of Units	220	230	450
Est Ave AMI	119%	131%	125%
Est Ave Rent	1,550-2,000/mo	1,695-2,175/mo	1,550-2,175/mo
Office / Commercial	0	0	0
Est No of Units	0	0	0
Retail / Restaurant	10,200	14,100	24,300
Parking	16,300	200,900	217,200
On Grade	45	4	49
Below Grade	0	0	0
Structured	0	465	465
For Residential	45	180	225
Parking: Res.Unit	0.20:1	0.78:1	0.50:1
For Other	0	285	285
Other	0	0	0
Estimated Cost			
Total Project Cost	62,204,000	118,388,000	180,592,000
Public Investment	4,172,000	16,360,000	20,532,000
Private Investment	58,032,000	102,028,000	160,060,000
Private:Public Ratio	14:1	6:1	8:1

CATALYTIC PROJECTS

	BLOCK 68 - NORTH Downtown Boise YMCA	BLOCK 79 Housing, Retail, Education, Medical	BLOCK 78 Creative Office/not-for-profit hub, retail	TOTAL CATALYTIC YMCA, Housing, Retail, Education, Medical, Office
Gross Square Feet	98,000	271,000	16,800	385,800
Square Footage By Use				
Residential	0	151,300	0	151,300
Est No. of Units	n/a	183	n/a	183
Est Ave AMI	n/a	TBD	n/a	0%
Est Ave Rent	n/a	TBD	n/a	0
Office / Commercial	3,500	26,250	14,300	44,050
Est No of Units	n/a	TBD	TBD	0
Retail / Restaurant	0	8,100	2,500	10,600
Parking	0	79,300	0	79,300
On Grade	0	0	0	0
Below Grade	0	210	0	210
Structured	0	0	0	0
For Residential	0	90	0	90
Parking: Res.Unit	n/a	0.50:1	n/a	0.50:1
For Other	0	0	0	0
Other	94,500	0	0	94,500
ESTIMATED COSTS				
Total Project Cost	45,000,000	86,736,000	7,000,000	138,736,000
Public Investment	1,950,000	3,400,000	650,000	6,000,000
Private Investment	43,050,000	83,336,000	6,350,000	132,736,000
Private:Public Ratio	22:1	24:1	10:1	22:1

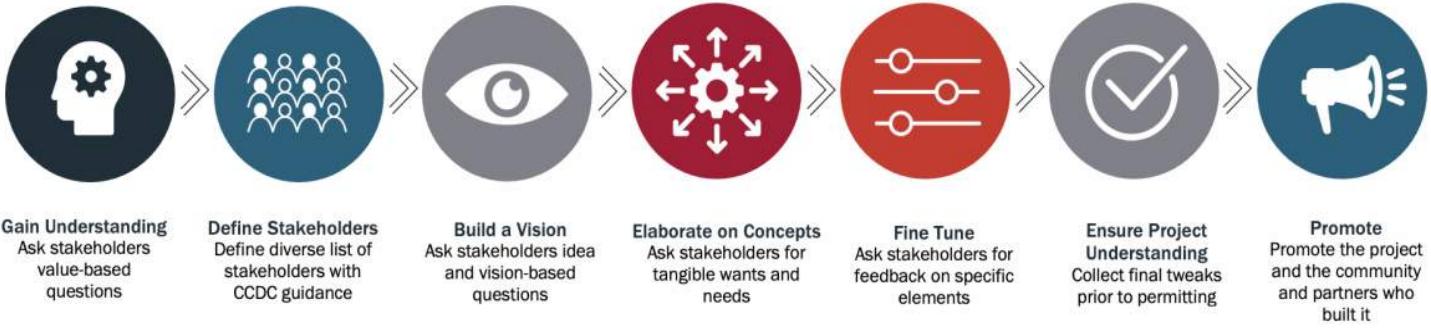
The total proposed project, including the Catalytic Projects, would provide **over one million square feet of new development with a total estimated investment of approximately \$320 million.**

This includes over 500 thousand square feet of new residential space that provides over 620 new residential units. It will also provide over 80 thousand square feet of office/medical/educational/retail space, which would bring in additional employment. With an estimated public investment of \$26.5 million the private investment of \$292.8 million, or a ratio of 11:1 private investment to public investment.

COMMUNITY ENGAGEMENT

As our community has grown and evolved the expectations of the community have changed as well. It is crucial to the long-term success of this multi-faceted project that the selected team is capable of truly hearing the community, the members, the volunteers, and the staff in order to realize their feedback and translate it into a design that can stand the test of time.

We’ve outlined a **stakeholder engagement process** that is already underway to ensure we recommend the best team for this project. We will continue to gather feedback on everything from programming, to design features, to community partnerships throughout the course of the project. This robust feedback effort will allow the CCDC to be fully integrated with the project team from the first day through the completion of construction and beyond. It will also ensure that the master plan and the final project design are precisely what the CCDC and key community stakeholders envision



STAKEHOLDER ENGAGEMENT STRATEGY


The **Stakeholder Engagement Strategy** is outlined on the next page with additional details. These recommendations are our preliminary thoughts and will be edited and elaborated on with involvement from the CCDC after the developer selection decision. Engagement with stakeholders will be community-focused and organized with the help of our team in order to **ensure stakeholder feedback is integrated into the project in a meaningful manner.**

We have started an initial engagement process with local stakeholders to get some early feedback on the project and their interest in being involved. Please see the letters of support in **EXHIBIT A** and please see below for a list of some of the groups we have been talking to:

- Academic NV
 - Ada County Highway District (ACHD)
 - Boise School District
 - Boise State University
 - CATCH
 - City of Boise & Our Path Home Administrators
 - College of Idaho
 - College of Western Idaho
 - Create Common Good
- Idaho Food Bank
 - JA and Kathryn Albertsons Foundation
 - Life’s Kitchen
 - Micron
 - Saint Alphonsus Health System
 - Simplot
 - St. Luke’s Regional Medical Center
 - United Way of Treasure Valley
 - XL Charter Schools

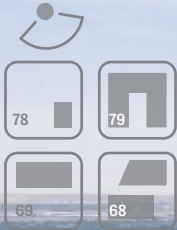
ECONOMIC DEVELOPMENT

STAKEHOLDER ENGAGEMENT STRATEGY

PROJECT PHASE		Pre-Proposal: Concepting	Post-Award/ Pre-Design/ Programming	Schematic Design	Design Plan Development	Construction Documents + Building Permits	Implementation / Construction
DATES		Fall 2021	Winter2021	Spring/ Summer 2021	2023	2023	2024-Project Coordination
<div></div> <div>DESCRIPTION OF STAKEHOLDER ENGAGEMENT STRATEGY</div>		PHASE 1: "Gain Understanding" -- Ask stakeholders <i>value-based</i> questions; outreach is 100% feedback-gathering/ listening; tactics may include meeting one-on-one for visioning, informal surveying	PHASE 2: "Build a Vision" -- Ask stakeholders <i>vision-based</i> questions; outreach is 100% feedback-gathering/ listening; tactics may include one-one interviews for subcontractor selection, recruiting a long-term advisory group, formal surveying, meeting one-on-one for visioning	PHASE 3: "React to / Elaborate on Concepts" -- Ask stakeholders for feedback on <i>tangible wants/needs</i> ; outreach is 75% feedback-gathering/25% education on preliminary concept; tactics may include open houses w/ visuals, select focus groups, formal surveying, one-one-one meetings, canvassing, social media, media outreach, advisory committee meetings	PHASE 4: "Fine Tune" -- Ask stakeholders for feedback on <i>specific elements</i> ; outreach is 50% feedback-gathering/50% education -- this phase is highly collaborative; tactics may include one-one-one meetings, advisory committee meetings, individualized presentations, etc.	PHASE 5: "Ensure Project Understanding" - Final tweaks, primarily for permitting; outreach is 100% feedback gathering; tactics may include additional surveying if needed; meetings one-on-one with decision makers	PHASE 6: "Promote" -- Storytelling phase, <i>promote</i> the project and the community that built it; outreach is 100% public education; tactics may include media announcements, social media for CCDC and project, YMCA and partners, hardhat tours, groundbreaking ceremony events, etc.
STAKEHOLDERS*							
CCDC	CCDC Commissioners	X	X	X	X	X	
	City of Boise	X	X	X	X	X	
Treasure Valley Family YMCA	YMCA Staff	X	X	X		X	X
	YMCA Board of Directors	X	X	X	X	X	X
	YMCA Executive Leadership	X	X	X	X		X
	YMCA Donors	X	X	X	X		X
	YMCA Members	X	X	X	X		X
	Thrive Advisory Committee			X			X
Transportation Related	Valley Regional Transit		X	X			
	Idaho Transportation Department						
	Boise Bicycle Project		X	X			
	ACHD		X	X			
Economic Development + Housing	Boise Valley Economic Partnership		X	X			X
	Ada County Housing Authority		X	X	X		X
	CATCH		X	X	X		X
	Idaho Commerce		X				X
Proximal Businesses + Homeowners	Boise School District		X	X			X
	The Presbytery of Boise		X	X			X
	Idaho Sporting Goods		X	X			X
	North End Neighborhood Association		X	X			X
	Cathedral of the Rockies		X	X			X
General Public	Local/ Regional Media			X			X
Other Non-Profits	Consortium of Idahoans with Disabilities		X				X
	Challenged Athletes Foundation		X				X
	Boise Pride Foundation		X				X
	Wassmuth Center for Human Rights		X				X
	Charitable Assistance to Community's Homeless		X				X
	Interfaith Sanctuary		X				X
	Idaho Office for Refugees		X				X
	Women and Children’s Alliance		X				X
	Jannus		X				X
	Idaho Association for the Education of Young Children		X				X
Government or Quasi-	El-Ada Community Action Partnership		X				X
	Idaho Commission on Hispanic Affairs		X				X
Partners + Potential Partners	College of Western Idaho		X				X
	St. Luke’s Health System		X				X
	JA & Kathryn Albertson Foundation		X				X
	Saint Al's Health System		X				X

* Stakeholders listed are not exhaustive, this is simply a recommendation and would be built upon / modified with input and direction from CCDC.

SUSTAINABILITY



SUSTAINABILITY

CLIMATIC EVALUATION

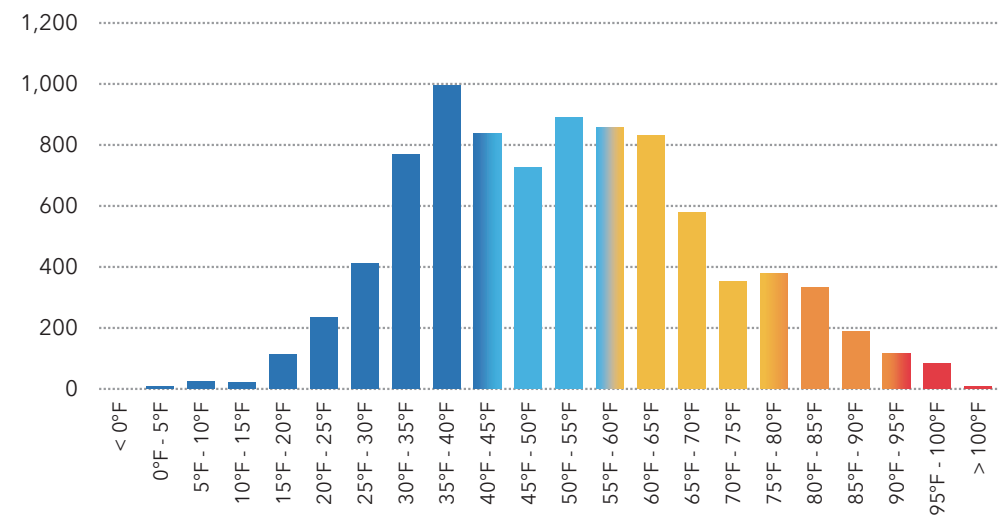
All buildings are subject to the climate with which they are located. We understand the importance that climate responsive design plays at achieving any sustainable or resilient vision. Our approach is to utilize the team’s extensive experience with proven sustainable design, coupled with thoughtful analysis and concept testing to make sure the development meets and exceeds all of the project’s performance goals.

Some of the ways this will be accomplished is by strategically evaluating numerous concepts and measures that are intended to enhance comfort, occupant health and well-being while cost effectively reducing embodied carbon, energy and water use well beyond standard practice. For example, understanding local sun, solar and wind patterns can be leveraged in a way to capture natural cooling, design outdoor spaces that are conducive to comfort and implementing strategies that cost-effectively reduce solar loads on buildings.



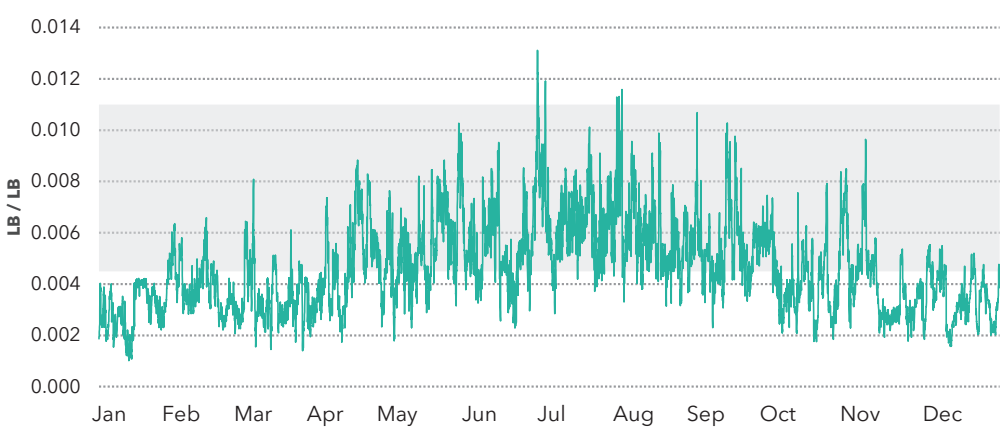
TEMPERATURE

Boise's climate spans from very cold days in the winter to many hours of high temperatures in the summer. The wide range makes careful design of a building's envelope an essential design component of energy efficient design.



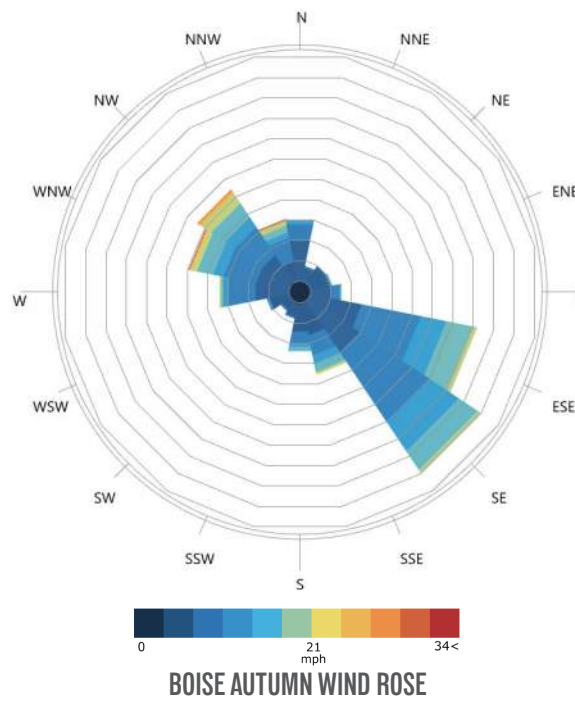
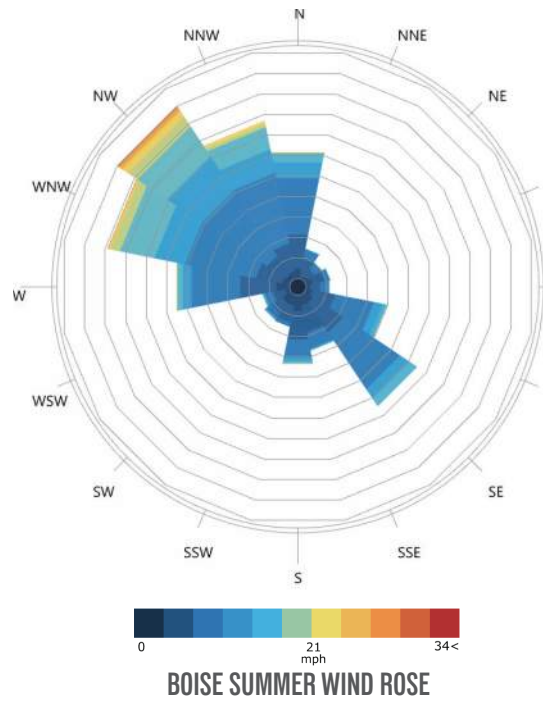
HUMIDITY

Humidity levels vary from very low in the winter months to comfortable levels in the summer. The overall low humidity points toward efficient use of air-side economizers for pool dehumidification, and high effectiveness of evaporation for heat rejections.



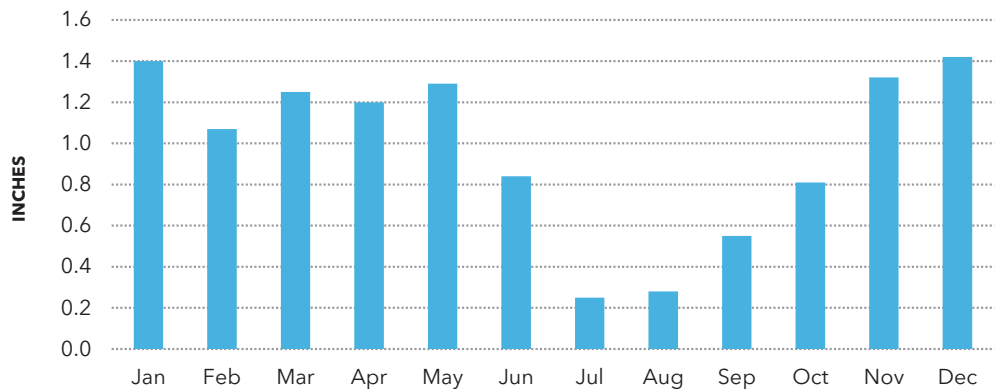
WIND RESOURCE

The benefits of using wind to assist with building cooling and providing a healthy indoor environment have been used for millennia especially in arid climates. Understanding historic wind patterns, frequency and temperatures is an important aspect to climatic responsive designing. Boise wind patterns are a prevailing wind summer wind from West to North-north-west. This tends to occur along with hot outside temperatures. Fall winds are from the Southeast, and coincide more with Free-Cooling hours.



RAINFALL

Boise is a desert climate with less than 12” of rain in an average year. The summer season is especially dry. Rainfall capture will be of limited effectiveness. Greywater recycling could be utilized as a means of water use conservation instead.



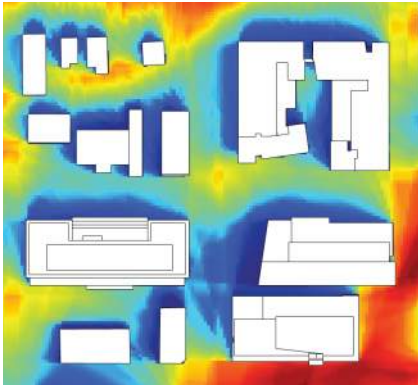
SUSTAINABILITY

CLIMATIC DATA

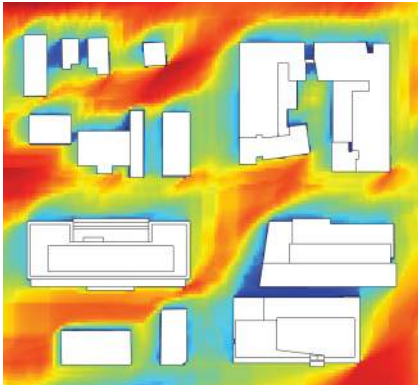


PASSIVE COMFORT

Buildings in the development will create areas of shade and sun. We will leverage the BIM models and climate data to understand local sun and wind patterns to maximize natural cooling, design outdoor spaces that are conducive to comfort and implementing strategies that cost-effectively reduce solar loads on buildings.



WINTER SUNLIGHT



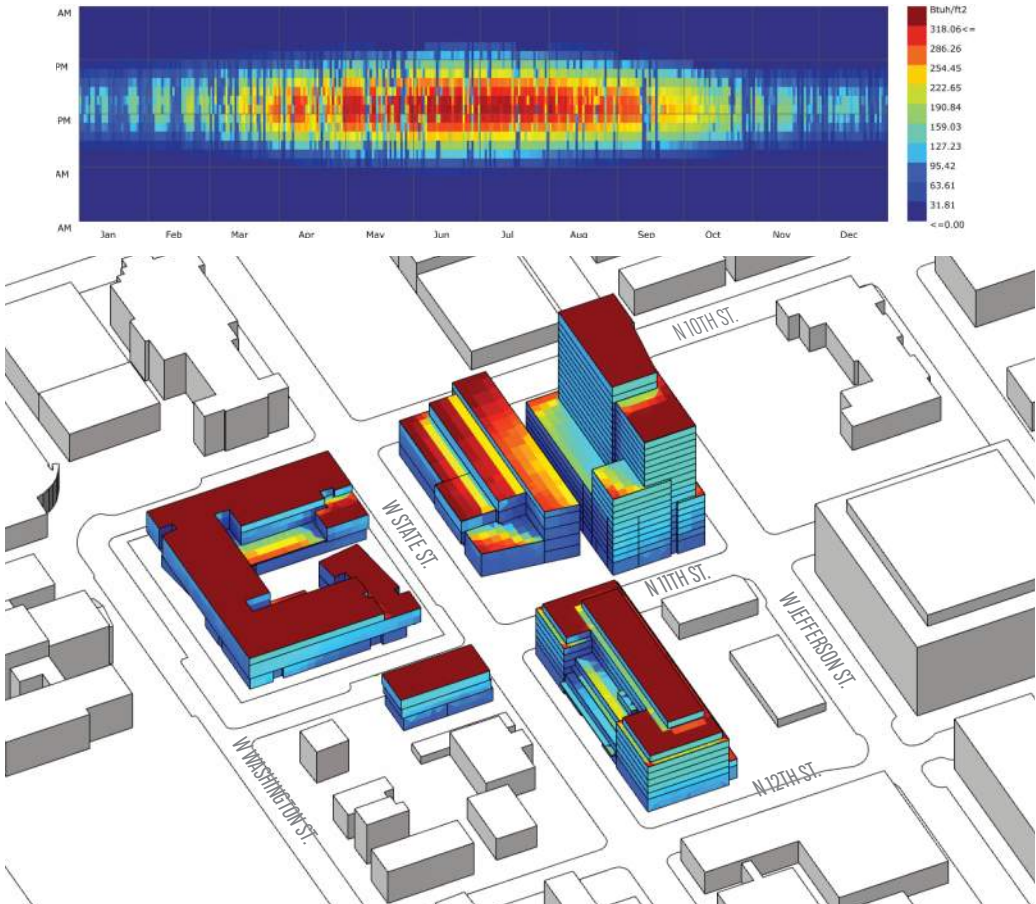
SUMMER SUNLIGHT



SOLAR INCOME

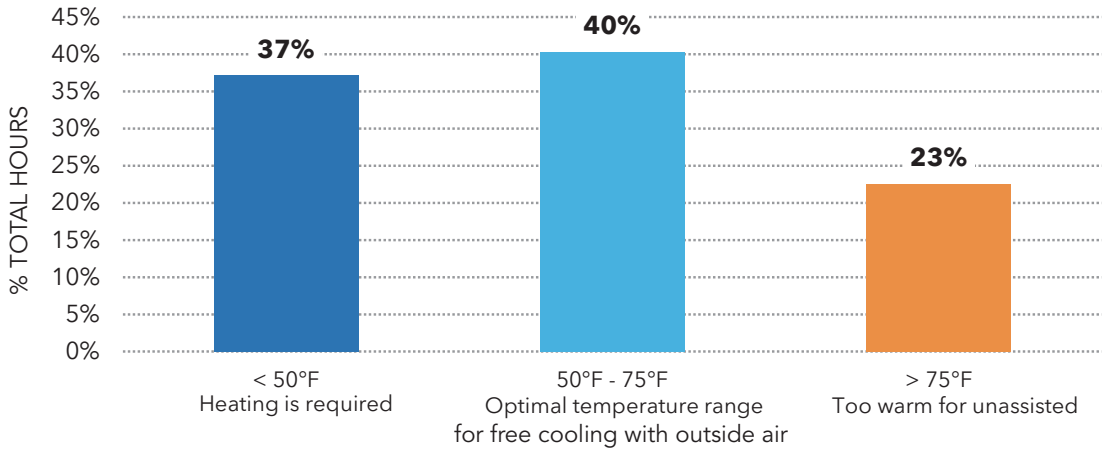
The chart below is a heat map of historic global solar radiation data for Boise. This data can be used in a variety of ways to assess everything from heat loads on facades, to understanding heat stress on materials, as well as dynamically visualizing how comfortable outdoors spaces may be during various times of the year.

HORIZONTAL GLOBAL SOLAR RADIATION - ANNUAL HEAT MAP



NATURAL VENTILATION

While about 40% of hours are within a range optimal for free-cooling with outside air, there are also high numbers of hours above and below this range. Dedicated outside air systems and ventilation heat recovery are effective strategies.

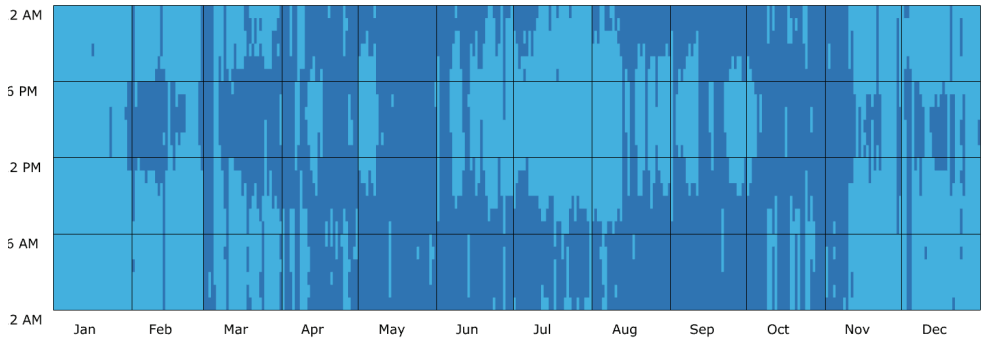


PASSIVE THERMAL STRATEGIES

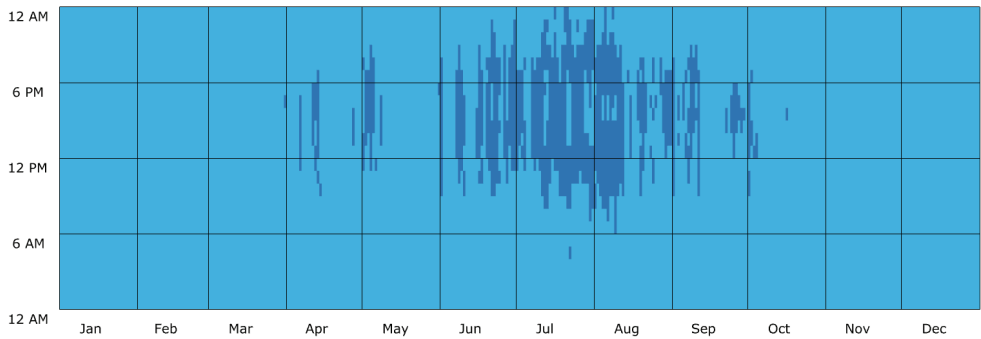
Putting it all together, through a synthesis of the climate data and application to the building design, we will evaluate the most appropriate passive design strategies to meet the high-performance goals, provide a healthy and comfortable interior environment, and hit the budget.

As an example, the charts below illustrate times of the year when the conditions are right for passive solar heating and cooling (dark blue indicates passive opportunities). Passive heating and cooling can provide an energy-use benefit, and a potential first-cost offset, because major equipment such as cooling towers, chillers, or even geothermal heat exchangers and pumps may be smaller (and less expensive) because loads were reduced through smart passive strategies.

PASSIVE SOLAR HEATING

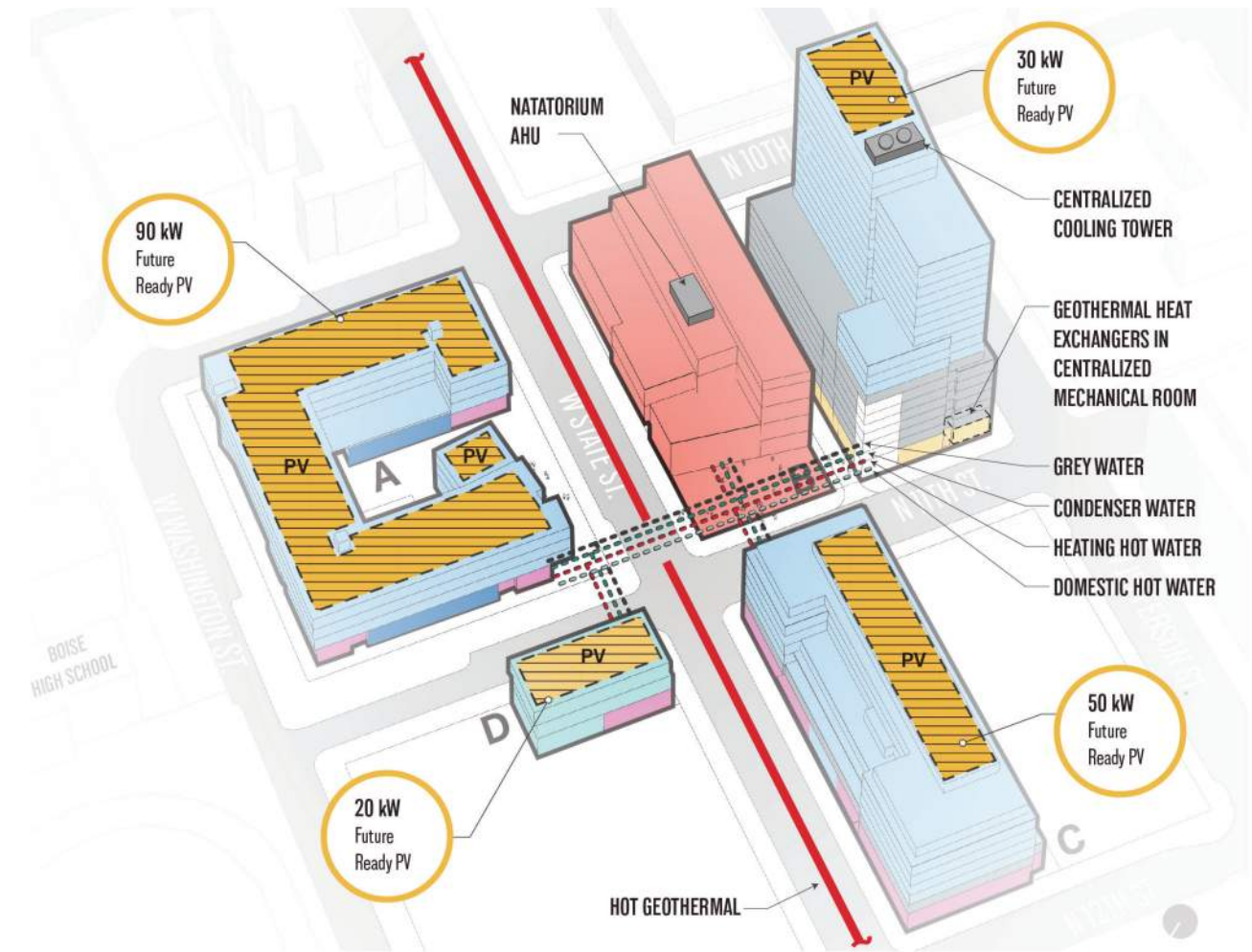


THERMAL MASS + NIGHT VENTING



VISIONARY SUSTAINABILITY OUTCOMES

ENERGY STRATEGIES



CENTRALIZED CAMPUS SYSTEMS

Centralizing the campus utilities could allow for more efficient use of the hot geothermal water available for the city of Boise. The geothermal hot water is delivered at 170 Deg F and is paid for by the gallon at a rate of \$0.3485/100 gallons. To maximize the energy pulled from the water, and minimize energy cost, it should be sent back as cold as possible.

By creating a system with multiple stages of reduced temperatures through heating water heat exchangers, domestic water heat exchangers, and fnally a pool water heat exchanger, the cost of the geothermal energy can be reduced to less than the equivalent cost of gas.

An additional concept to further drive energy cost down is to use the return collection water, which is typically about 120 Deg F. The collection water is available at about \$0.14/100 gallons. At 120 Deg F, it may be suffcient for radiant heating, and pool water heating. Domestic hot water, and ventilation heating may require the higher temperature source.

During design, we will investigate all options for connecting to the renewable geothermal energy to optimize up-front costs, operating costs, maintenance, and emissions. Phasing the system and right-of-way crossings will be addressed to develop a strategy for the full campus build-out.

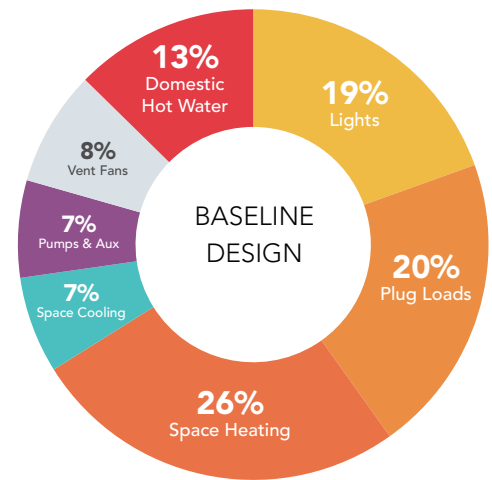
END USE ENERGY EFFICIENCY TARGETS

We will implement energy efficiency strategies including best-in-class and best-value lighting system design, daylight harvesting, high performance envelope design, heat recovery, geothermal, and campus connections to target an overall 80% reduction in greenhouse gas emissions and design the projects to be in-line with the current Architecture 2030 targets, and the NBI performance targets from Appendix 23.

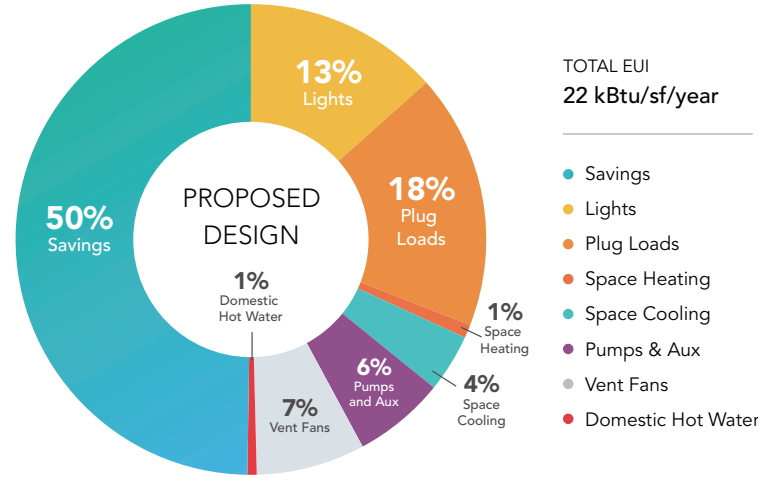
An important aspect of the buildings' designs for low carbon operation will be electrification. Fortunately, the geothermal heat source provides a very good source for heating, setting the project on a path towards an all-electric design.

The current carbon intensity of electricity from Idaho Power is about 0.804 lbs CO2/kWh. However, the City of Boise has committed to 100% Renewable Energy within the city by 2035. Thus, by electrifying the development today, it sets up the buildings for continuing reduction in operating emissions, and zero emissions by 2035 if the Boise Renewable Energy plan is fulfilled.

RESIDENTIAL BASELINE ENERGY USE



RESIDENTIAL PROPOSED ENERGY USE



ENERGY BENCHMARKING

Appendix 23 of the RFP sets energy benchmarks based on an NBI analysis of performance targets by climate zone. For the projects high-rise residential buildings, the target is 29 kBtu/sf/yr, and mid-rise would be 23 kBtu/sf/yr. Space heating and Domestic Hot Water are anticipated to be a large percentage of the energy use – and addressable by harvesting the City’s geothermal source. With reductions in lighting, pumps and fans, and efficient equipment selection, the team feels an EUI between 23 and 29 kBtu/sf/yr is feasible for both high- and mid-rise housing.

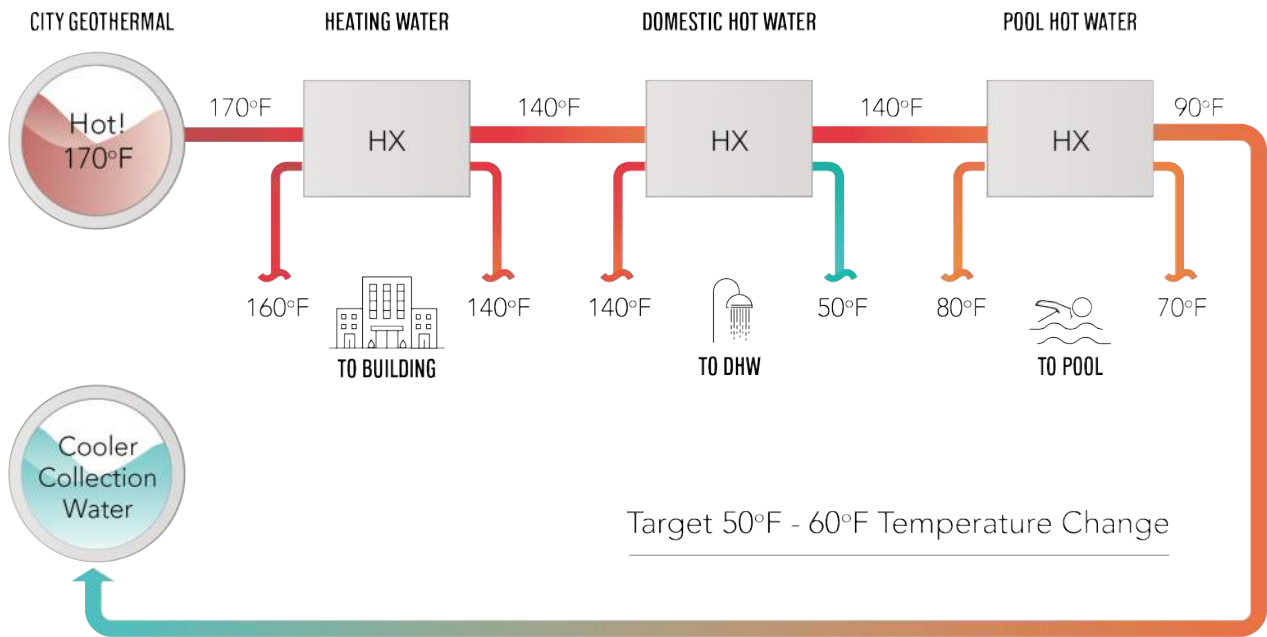
Car charging stations are not included in the NBI data and are typically treated separately from an energy-budgeting perspective. These are not included in the preliminary analysis and energy demand will vary based on usage.

VISIONARY SUSTAINABILITY OUTCOMES

GEOTHERMAL & WATER STRATAGIES

GEOTHERMAL

The city of Boise has been using geothermal heat from the nearby foothills for over a century. This unique resource is available and has a capacity to serve the proposed development. Used efficiently the hot geothermal water can nearly eliminate the projects GHG emissions for space heating, domestic hot water, and pool heating.

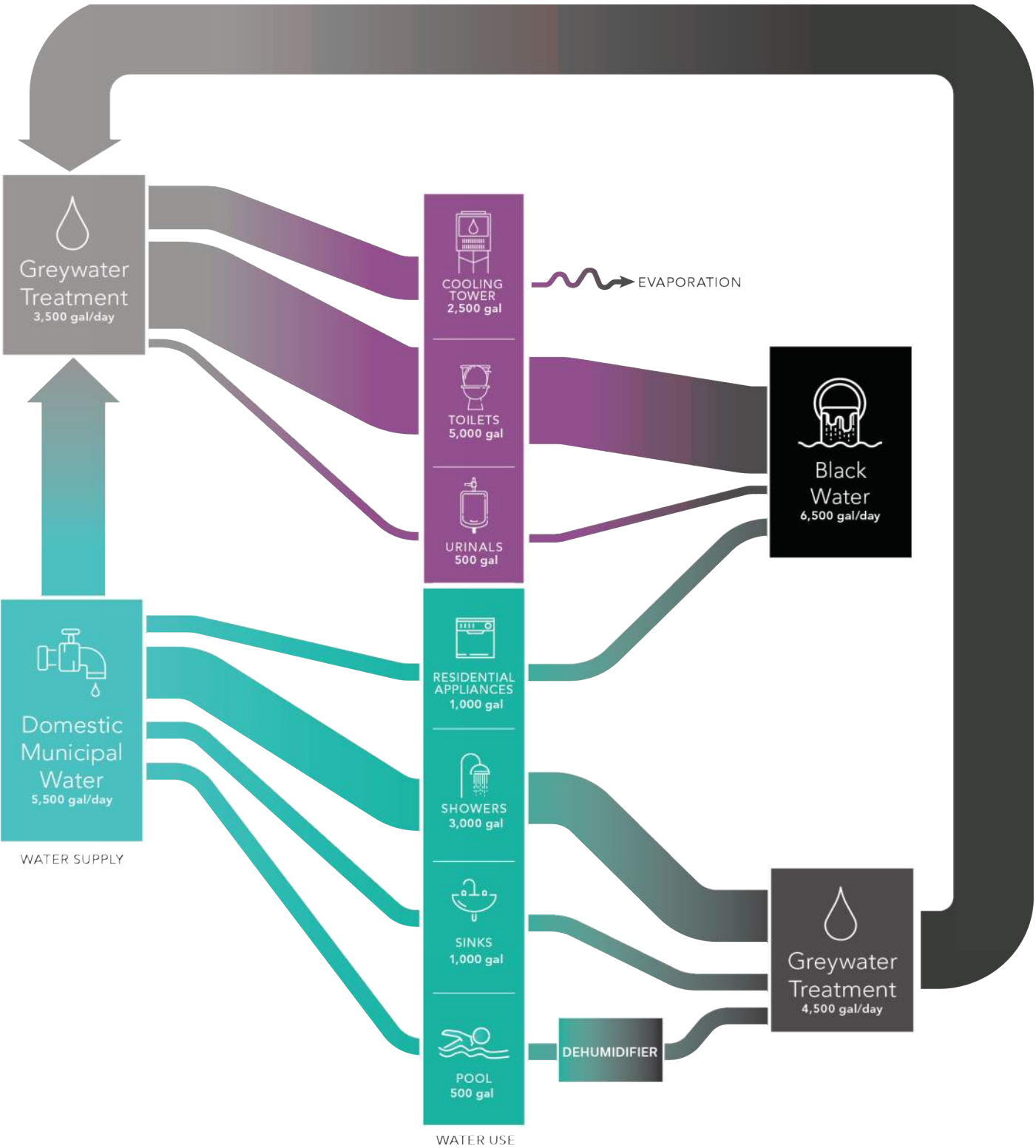


WATER USE

With only 11" of rainfall each year, water is a critical resource in Boise. Reusing greywater and condensate water in flush fixtures could reduce water use by nearly 30%. Low flow fixtures and appliances can further reduce the demand for potable water.

The diagram to the right illustrates a potential water-reuse concept to reduce water use by about 40% through greywater recycling alone. Greywater recycling is made much more efficient by creation of the central campus and taking advantage of the greywater produced in all buildings and centralizing the operations and maintenance of the system. As water continues to become a more critical resource, the value of water recycling through greywater harvesting increases.

Stormwater may still be detained as part of a green stormwater infrastructure design. If, as the project details are developed, the greywater system is found to not produce sufficient water for 100% of toilet flushing and cooling tower makeup, rainwater harvesting as part of the green stormwater strategy is an option to supplement the water-source.



Block 68 Catalytic Redevelopment Project

Panel Interview Questions

EDLEN & CO., DECHASE MIKSIS, ELTON COMPANIES, YMCA

Questions

1. *Please present the proposed participation with CCDC, including all available forms of financial assistance for streetscapes, parking, and land discounting, and your proposed timing of reimbursement.*

We have estimated the total CCDC participation based on recent public improvement projects completed in downtown Boise. The repayment of the costs associated with discounted land, public infrastructure, and Park BOI/Bike BOI facilities would be upon completion of each area of work.

At the close of financing, CCDC would receive 100% of the appraised land value. We anticipate a site write-down of 100% (based on the re-use appraisal) that would be paid at completion. We also anticipate CCDC will participate in the Mobility Hub for \$10 million. Finally, we anticipate that CCDC will reimburse the projects for eligible public improvements through the Type 2 Public Participation Program. We recognize that we will need to work with CCDC to address the timing issue for the Type 2 reimbursement. A breakdown of our proposed CCDC public participation for phase one by block is included below.

Block 69

PUBLIC-PRIVATE PARTICIPATION BENEFIT

• CCDC Participation	
o Discounted Land Value	\$ 2.535 million
o Public Infrastructure Improvements	\$ 1.635 million
Total CCDC Participation	\$ 4.170 million
• Private Participation	
Total Private Participation	\$ 58.034 million
Private to Public Investment Ratio: 13.92:1	(\$ 58.034 million : \$ 4.170 million)

Block 68 South

PUBLIC-PRIVATE PARTICIPATION BENEFIT

• CCDC Participation	
o Discounted Land Value	\$ 4.930 million
o Public Infrastructure Improvements	\$ 1.430 million
o Park BOI Parking and Mobility Structure	\$ 10.000 million
Total CCDC Participation	\$ 16.360 million
• Private Participation	
Total Private Participation	\$102.012 million
Private to Public Investment Ratio: 6.24:1	(\$102.012 million : \$16.360 million)

If CCDC funds were provided during construction or not required for the land transaction, the savings associated with a reduction to the project’s cost of capital could provide additional parking or housing units.

2. *Elaborate on your proposal's overall parking plan. Explain how you foresee the public parking integrating into the project, which user groups will park in public parking, assumptions on parking rates for both public and private parking stalls, including whether private parking will be bundled or unbundled from residential or commercial lease agreements or YMCA membership agreements, and expectations about shared operations.*

Our proposal presents the opportunity to further leverage CCDC's desire for public parking. The number of CCDC stalls we proposed was limited by the dollar investment CCDC indicated in the RFP. However, we will be delivering approximately 724 stalls throughout the entire project, and we intend to fully embrace a mixed-use parking plan to take advantage of the synergistic parking needs of the private housing, the YMCA users, and CCDC's commercial users in order to maximize the parking utilization. Once selected by CCDC, it is our intent to bring on a parking consultant to work with CCDC, the YMCA, and neighboring property owners to conduct a parking study to best determine how to maximize the parking utilization.

However, it does not take a study to understand that each of the three user groups have different peak demand times. For instance, the YMCA's weekday peak demands are between 6 am and 8:30 am and between 4 pm and 6 pm. The typical peak demand time for commercial uses is between 9 am and 4 pm, opposite the YMCA. Peak housing demand is between 5 pm and 8 am, this is counter-cyclical to the peak commercial demand. We intend to take advantage of these counter-cyclical demand peaks to offer greater parking to all three uses by having all the built parking open to all three uses. This opportunity exists due to the mixed-uses included in the overall project, thus balancing the daily demand by user with the overall supply. In other words, not over-building a parking garage by looking at when each user needs parking.

We have successfully developed this type of shared parking in past projects such as the Brewery Blocks in Portland Oregon wherein each stall was achieving over 200% occupancy. This equates to 200% of revenue due to the counter-cyclical demands of commercial, retail, and housing peak demand times.

We would also like to explore parking income sharing opportunities among the three uses to ensure that all parties benefit from the parking revenues to the fullest. There are several ways we could structure this type of arrangement. At the Brewery Blocks, rather than segregating and carving up parking ownership and uses we created a successful model wherein parking costs and revenues are shared on a pro-rata basis so that all three interested ownerships benefit equally from the revenues generated across all approximately 1,300 stalls. Another option would be to create condominium units with separate ownership and agreements between the various owners for cross-access and use. In either scenario, the garages will be managed by a third-party parking management company. Finally, if CCDC desires to limit the use of the CCDC-funded spaces, while we do not believe this will maximize use nor revenue for the stalls, we are prepared to proceed in this fashion.

All parking will be unbundled from residential and commercial lease agreements. Our proforma assumes market rates for monthly parking for residents (\$150-\$165 per month). Public parking rates are assumed to be like other ParkBOI facilities with the first hour free.

3. Explain how you arrived at the proposed unit mix and AMI pricing structure. Elaborate on how your project will finance it and if/how CCDC assistance influences the level of proposed affordability.

The proposed unit mix and AMI mix are based on the requirements of the RFP, anticipated market demand for different unit types, and the need to achieve a rate of return sufficient to attract the equity required for the project. We developed a financial model that met the RFP requirements by unit type, size, quantity, and rent level to create a unit mix. The final unit mix is as follows:

Unit Type	AMI Level	No. Units	Unit Size	Rent/Mo	Rent/sf	% of Units
80% AMI Units						
Studio	80%	12	550 SF	\$ 1,054	\$ 1.92	5.5%
One Bedroom	80%	10	650 SF	\$ 1,130	\$ 1.74	4.5%
Two Bedroom	80%	3	850 SF	\$ 1,355	\$ 1.59	1.4%
Total and Average		25		\$ 1,180	\$ 1.75	11.4%
120% AMI Units						
Studio	120%	63	550 SF	\$ 1,581	\$ 2.88	28.6%
One Bedroom	120%	53	650 SF	\$ 1,694	\$ 2.61	24.1%
Two Bedroom	120%	14	850 SF	\$ 2,033	\$ 2.39	6.4%
Total and Average		130		\$ 1,770	\$ 2.62	59.1%
Market Rate Units						
Studio	Market	32	550 SF	\$ 1,694	\$ 3.08	14.5%
One Bedroom	Market	26	650 SF	\$ 1,879	\$ 2.89	11.8%
Two Bedroom	Market	7	850 SF	\$ 2,176	\$ 2.56	3.2%
Total and Average		65		\$ 1,916	\$ 2.84	29.5%

Block 68 South and Block 69 will both be financed by a combination of traditional debt and equity as well as the CCDC participation. The CCDC participation is critical to achieving the significant number of below-market units while still achieving the required market rate of return on invested equity.

4. What are the key elements in your proposal that contribute to the 11th Street Bikeway and Building a Better State Street initiative? How will the secure bike storage integrate into the project and what expectations do you have about its operation and availability to the public?

Our vision is to create a mixed-use/mixed-income neighborhood along State Street that includes high-quality design, materials, and place-making with an emphasis on the pedestrian and bike experience. We know from our past experience with multi-block developments that it's critical to have a cultural centerpiece for each project. That cultural component creates a vital link between residents and the surrounding community. Often, it's a grocery store, a park, or a performance venue. In this case, it's the YMCA. Synergies between the YMCA and the adjacent public plaza will provide a unique sense of arrival along State St. and create a landmark at the north end of the 11th Street bikeway. We envision a "ribbon of jewels" concept that connects the YMCA to the Boise High School through a variety of at-grade local gathering spaces. Each space is designed to encourage interaction between neighbors or simply provide a comfortable place to sit and enjoy a cup of coffee.

In addition to bike facilities located throughout the project, the BikeBOI is directly accessed from the 11th St. Bikeway. This connection will allow Boise residents and visitors to easily access downtown, the Boise River, Boise State University, as well as neighborhoods such as Hyde Park, and the foothills. They are convenient, highly visible, and amenitized to provide safety, security, and comfort for bikers.

5. *What are the largest risks/barriers that your project will have to overcome?*

The largest risk to any new construction project today is the broken supply chains that we are experiencing around the world. Resulting shortages are causing cost escalation in almost every aspect of construction. In building our team, we very purposely brought on the two largest and most sophisticated contractors in the Valley; a joint venture between Andersen Construction and McAlvain Companies. Not only are these two firms locally based and thus have the deepest relationships with the sub-trades, but together, they also represent the largest contracting team in the region, thereby commanding the greatest buying power in Boise. They both are also affiliated with larger groups of contractors in the Inter-Mountain and Pacific Northwest Regions that can provide additional labor, supplies, and robust buying power.

To enhance our team's ability to insulate the project from further price escalation, we would like to suggest shortening the time period to complete agreements with CCDC thereby enabling our team to commence architecture and engineering months sooner than originally scheduled. By accelerating the proposed ANE and DDA time periods included in the RFP, we will be able to commence procurement of materials and break ground that much sooner.

6. *The district sunsets in 2026. What assumptions in your development timeline are most critical?*

The most critical assumption we made in our development timeline is completing agreements with CCDC. We propose completing the DDA by the April 11, 2022, CCDC April Board Meeting. If we are successful at meeting this date, it will allow us to commence the design process sooner and to start construction on both Block 68 South and Block 69 North in the first half of 2023. This will provide sufficient time for both projects to be completed well in advance of the district sunset in 2026. The reimbursement for public improvements based on the standard Type 2 agreement would need to extend past 2026 or funds would need to be reimbursed prior to the sunset of the district. This can be included in the DDA if not within the Type 2 agreement.

7. *How did you arrive at your planned distribution of Affordable and Workforce units by type? Would it be possible for you to include more Affordable/Workforce two-bedroom units in the Block 69 North Building?*

In reference to how we arrived at a planned distribution of Affordable and Workforce units by type, please reference our response to question 3 above.

With respect to adding more Affordable/Workforce two-bedroom units in Block 69, we could accomplish this, but additional financial support would likely be needed, or other requirements of the RFP would need to be adjusted. Generally speaking, the rent per square foot for a two-bedroom unit is less than the rent per square foot for a one-bedroom unit; likewise, the rent per

square foot for a one-bedroom unit is less than the rent per square foot for a studio. As a result, the larger the unit the less income is provided per square foot and the more support is needed to meet the same financial requirements. That said, if selected our team is open and willing to work with CCDC on the final unit mix and affordability to best achieve CCDC's objectives.

8. *Why did you choose to place all the Affordable and Workforce units in Block 69 North and none in Block 68?*

Block 68 South is designed as a type I construction project. Due to the proposed building height which by code requires a more significant structure and sophisticated fire protection system, resulting in higher construction costs. Block 69 is designed as a type III construction project which has a more cost-effective structural and fire protection system. This is one of the multiple benefits of a multi-block mixed-use project that affords the opportunity to take advantage of efficiencies to maximize CCDC's public investment. If selected, we believe there is also an opportunity to consider Block 79 as the ultimate location for an increased number of affordable/workforce units.

Our team would also like to include units at or below 60% AMI as part of the overall affordability mix if we are able to secure an allocation of 9% low-income tax credits (LIHTCs) or the equivalent gap funding required to make a 4% LIHTC project possible. Additionally, we are actively exploring the use of tax-exempt bonds to build and 100% finance middle-income/workforce housing. This model has been developed and utilized in California through the work of the Orrick law firm who has long provided service to our firm on LIHTC and other bond-related financing projects. We expect to finalize this potential funding source before year-end and to date, it is looking very positive. We have had initial conversations with Idaho Housing and Finance Association who has indicated an interest in pursuing it. This is a tool that could potentially deliver greater middle-income housing throughout Idaho. We are happy to share this potential financing tool and discuss it in depth with CCDC as we believe it will allow us to build even more middle-income/workforce units in the contemplated project.

9. *Explain your parking costs per stall, and why you are proposing less than the minimum requested 200 public stalls. How will parking be shared or restricted between the various users?*

The project provides 514 stalls on block 68 South and Block 69 in the initial phase of the development, with an additional 210 stalls on Block 79 (the location of the current YMCA facility). It is our intent that all parking will be for a mix of uses and open to the public. This will allow maximum use of the parking throughout the day.

The total estimated cost for the parking structure on Block 68 South is approximately \$29.5 million, which equates to \$62,870 per stall. With an overall budget of \$10 million per the RFP, the total number of stalls that could be purchased is 158. If additional funds are available, it is possible to provide additional stalls, or if the design is changed to be more efficient, the cost per stall would be reduced allowing for more CCDC stalls. In addition, if the State property adjacent to the Block 68 South parcel can be included, this would also result in a more efficient design, resulting in a lower cost per stall and therefore more CCDC stalls.

The current Block 68 design allows for future modifications to allow for different uses besides parking. To do this the parking decks are designed to be level and require speed ramps between floors. This is a less efficient design but does provide for future re-design of each parking floor for a different use, including housing and/or commercial. Should CCDC not be interested in this concept we estimate that an additional 25 parking stalls could be generated for CCDC at little or no cost premium.

It is important to note the overall price for the parking includes a cost allocation for the land (please see cost breakdown below). If CCDC contributes the land toward the project prior to commencement of construction this would provide for an additional \$804,000 in savings or \$57,785 per stall. This would provide funds for an additional 15 stalls.

Mobility Hub Development Costs	Total	Per Stall	ParkBOI
Land / Acquisition	\$ 2,385,000.00	\$ 5,085.00	\$ 804,000.00
Hard Costs	\$ 21,993,000.00	\$ 46,893.00	\$ 7,409,000.00
Soft Costs	\$ 3,756,000.00	\$ 8,009.00	\$ 1,312,000.00
Contingency	\$ 1,352,000.00	\$ 2,883.00	\$ 455,000.00
Financing	\$ -	\$ -	\$ -
Total Cost	\$ 29,486,000.00	\$ 62,870.00	\$ 9,980,000.00

Together between a redesign to remove the speed ramps and providing the ground as a source of funds could provide for a total of 198 parking stalls. This does not include the efficiencies of including the State property next to Block 68 South which could provide additional parking.

It is important to note the hard cost are based on estimates provided by two regional general contractors, McAlvain Construction and Andersen Construction, which are based on recent cost information. The price is at today's cost plus a 5% escalation.

10. Your proposal includes an expansive development team. How will you all be working together? Elaborate on who will be working on the different buildings in the proposal.

Our intent is to bring to CCDC and the YMCA the best in class whether that be architects, engineers, contractors, or developers. We are big believers in empowerment and sharing of expertise with our local development community which is why we have included a select few firms such as GBD who are not local but who have a wealth of experience and knowledge with larger scale, highly sustainable, complex mixed-use projects. Over the years we have had tremendous success in bringing together a diverse, highly experienced, and perhaps most importantly collaborative team of experts. Examples include the Brewery Blocks and South Waterfront both in Portland Oregon which are nationally renowned projects for successful examples of mixed-use, transit-oriented, pedestrian and bike-friendly, highly sustainable urban projects.

Edlen & Co. and deChase Miksis already have an established joint venture and have worked together on a variety of projects over the past 15 years. The two firms, along with Elton Company, will work together as an integrated development team on the different buildings.

11. Please further explain the proposed land swap. What are your valuation assumptions? When do you foresee it occurring in the development timeline? Explain the proposed legal entity ownership structure and land transfer process.

Land valuations will be based upon third-party appraisals and transferred through a purchase and sale or other land transaction agreements between the parties. The land transaction(s) will be outlined in the DDA. CCDC's land on Block 68 North would be traded, through a purchase and sale agreement for the YMCA's half-block on Block 69. The Block 69 property would then be sold to a developer-controlled single-purpose entity for redevelopment into the proposed workforce housing. This transaction would occur just prior to the close of financing and the commencement of construction once all conditions of the DDA have been met. We propose to start construction on Block 69 in the first quarter of 2023.

The ownership of each private project will be a single-purpose limited liability company controlled by members of the development team. The ownership of Block 68 North where the new YMCA will be built will be owned by the YMCA. The developers, the YMCA, and CCDC will be parties to the DDA

Attachment 7 Form of Deed

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body corporate and politic, organized under the laws of the state of Idaho ("**Grantor**"), for valuable consideration paid by _____, an Idaho limited liability company ("**Grantee**"), which has a current address of _____, does hereby sell, transfer and convey unto Grantee, all of that certain real property located in Ada County, Idaho, and described on Exhibit "A" attached hereto and incorporated herein ("**Property**").

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof and all estate, right, title and interest in and to the Property.

To have and to hold, all and singular the Property together with its appurtenances unto Grantee and Grantee's successors and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

1. The Property is conveyed subject to:

The Amended and Restated Disposition and Development Agreement entered into by and between the Grantor and Grantee and dated _____, 2023, as implemented by any subsequent implementation agreements between Grantor and Grantee (herein collectively referred to as the "**DDA**") and the Redevelopment Plan (as defined in the DDA); the full text of the Redevelopment Plan, the DDA and such implementation agreements are available for review at the offices of the Grantor and the City of Boise.

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

The Property shall be used only for a mixed-use, mixed-income, multi-family Workforce Housing (as defined in the DDA) development project constructed in accordance with the DDA for fifteen (15) taxable years after the Agency issues its Certificate of Completion (as defined in the DDA), or the length of time required by any financing program requirements accessed by the Developer, whichever is longer. The period of time established by the Certificate of Completion 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 encumbrances without the written consent of the Grantor.
4. 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, sell, transfer, convey, 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 or transfers to any entity or entities owned or controlled by the Grantee transfer permitted by the DDA. 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 Project 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 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 or selling 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 or pre-leasing activities related to the Property or Project.
5. Subject to the provisions of Section 13.7.4 of the DDA, Grantor shall have the right, at Grantor's option, to reenter, take possession of the Property with all improvements thereon, and acquire title to the Property through reconveyance, which Form of Reconveyance Deed is as set forth as an attachment to the DDA, if any of the following occurs after Closing and conveyance of the Property to Grantee but prior to the issuance of the Certificate of Completion for the entirety of the Project, after receiving notice and an opportunity to cure as set forth in Section 13.2 of the DDA, and as may be extended by Section 14.6 of the DDA, shall constitute a default under DDA:

- (a) Grantee fails to proceed with the construction of the improvements as required by the DDA for a period of ninety (90) consecutive days after Closing; or
- (b) Grantee abandons or substantially suspends construction of the Private/Public Project for a period of six (6) months; or
- (c) Grantee transfers or suffers any involuntary transfer of the Property or any part thereof in violation of the DDA; and
- (d) Grantor or Lender is unable to enforce the Completion Guaranty for the completion of the Private/Public Project .

Such right to reenter, and repossess, 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:

- (i) any mortgage, deed of trust, or other security instrument financing permitted by the DDA; or
- (ii) any rights or interests provided in the DDA for the protection of the holder of such mortgages, deeds of trust, or other security instruments.

To exercise its rights to reenter, take possession of the Property with all improvements thereon, and acquire title to the Property through reconveyance without intent to dispose of the Property as provided in Section 13.7.2 of the DDA, Grantor shall pay first to Lender, and if no amount is owed to Lender, then Grantor will interplead funds to the Ada County District Court for a determination of the respective rights of the Grantee, equity investors and condominium purchasers, in an amount equal to all design and engineering costs incurred by Grantee for the development of the Property as of the date of re-possession and for the appraised value of improvements existing on the Property at the time of the reentry, repossession by the Grantor, and reconveyance, less any amounts paid by Grantor to Grantee for the Parking Purchase Price (as defined in the DDA). Following such payment, Grantee shall assign all engineering and design plans to Grantor. Grantor may elect to retain the Property following termination of the Urban Renewal Plan pursuant to Idaho Code Section 50-2905(8).

6. Subject to the provisions of Section 13.7.4 of the DDA, Grantor shall have the right, at Grantor's option, to reenter, take possession and acquire title to the Property through reconveyance, which Form of Reconveyance Deed is as set forth in as an attachment to the DDA, for future disposition to a third party with all improvements thereon, if any of the following occurs after Closing and conveyance of the Property to Grantee but prior to the issuance of the Certificate of Completion for the entirety of the Project after receiving notice and an opportunity to cure as set forth in Section 13.2 of the DDA, and as may be extended by Section 14.6 of the DDA, shall constitute a default under the DDA:

- (a) Grantee fails to proceed with the construction of the improvements as required by the DDA for a period of ninety (90) consecutive days after Closing; or
- (b) Grantee abandons or substantially suspends construction of the Private/Public Project for a period of six (6) months; or
- (c) Grantee transfers or suffers any involuntary transfer of the Property or any part thereof in violation of the DDA other than the foreclosure of any mortgage or Deed of Trust, and Lender or its successor agrees to be bound by the terms of the DDA; and
- (d) Grantor or Lender is unable to enforce the Completion Guaranty for the completion of the Private/Public Project.

Such right to cause the revesting and further disposition of the Property to the extent provided in the DDA and pursuant to the Urban Renewal Law shall be subordinate and subject to and be limited by and shall not defeat, render invalid, or limit:

- (i) any mortgage, deed of trust, or other security instrument for financing permitted by the DDA; or
- (ii) any rights to interest provided in the DDA for the protection of the holder of such mortgages, deeds of trust, or other security instruments.

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

- (a) first, to reimburse Grantor on its own behalf for all costs and expenses incurred by Grantor in connection with the ownership of the Property (excluding the Agency Garage Unit (as defined in the DDA) if that has previously been transferred to Grantor), including, but not limited to, salaries to personnel in connection with the recapture, management, and resale of the Property or part thereof; all taxes, assessments, and water and sewer charges with respect to the Property or portion thereof to the extent actually paid by Grantor; any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due solely to obligations, defaults, or

acts of Grantee; any expenditures made or obligations incurred with respect to the construction or completion of the Project, or any part thereof on the Property or part thereof; and any amounts otherwise owed to Grantor by Grantee hereunder excluding any claim for damages under the DDA; and

(b) second, to reimburse Grantee up to the amount equal to all design and engineering costs incurred by Grantee for the development of the Property and for the appraised value of the improvements existing on the Property at the time of the reentry and repossession, and revesting to the Grantor, less any amounts paid by Grantor to Grantee for the Parking Purchase Price.

(c) Any balance remaining after such reimbursements shall be retained by Grantor.

7. 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 physical disability, race, color, creed, religion, sex, sexual orientation, gender identity/expression, marital status, age, 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.
8. 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.
9. The covenants contained in paragraph 2 of this Deed shall remain in effect for fifteen (15) full calendar years after the Agency issues its Certificate of Completion (as defined in the DDA), ending on December 31st of the fifteenth year. The covenants contained in paragraphs 2, 3, 4, 5, 6, 7 and 8 of this Deed, and the provisions set forth in Section 12 of the DDA, shall be binding for the benefit of the Grantor, its successors and assigns, and any successor in fee 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 and as set forth in Section 12 of the DDA shall be for the benefit of and shall be enforceable only by the Grantor, its successors,

and such aforementioned parties. Notwithstanding the foregoing, if Grantee or any subsequent owner of any portion of the Property conveys any portion of the Property, such owner shall, upon the conveyance, be released and discharged from all of its obligations in connection with the portion of the Property conveyed by it arising under this Deed after the conveyance but shall remain liable for all obligations in connection with the portion of the Property so conveyed arising under this Deed prior to the conveyance. The new owner of any such portion of the Property shall be liable for all obligations arising under this Deed and Section 12 of the DDA with respect to such portion of the Property after the conveyance.

10. In the event of any express conflict between this Deed and the DDA, the provisions of this Deed shall control.
11. In the event Agency elects to exercise its right to Repossess the Property under Section 13.7 of the DDA, the Property shall be reconveyed to Agency pursuant to the terms of the DDA through a Reconveyance Deed.

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

GRANTOR:

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, organized under the laws of the state of Idaho

By _____
John Brunelle, Executive Director
Date: _____

The provisions of this Deed are hereby approved and accepted:

GRANTEE:

By:

By: _____

Its: Manager

Date: _____

ACKNOWLEDGEMENTS

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared John Brunelle known or identified to me to be the Executive Director of The Urban Renewal Agency of the Boise City, Idaho, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho, that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

Notary Public for Idaho
My commission expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2023, before me, _____, the undersigned notary public in and for said county and state, personally appeared J. Dean Papé, known or identified to me to be the manager of _____, an Idaho limited liability company, the manager of _____ an Idaho limited liability company, "Developer" herein, and acknowledged to me that he executed the within instrument on behalf of such Developer for the purposes herein contained.

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

Notary Public for Idaho
My commission expires _____

PROPERTY DESCRIPTION EXHIBIT "A"

[To be attached]

4886-7024-1172, v. 6

Attachment 8

Form of Amended Memorandum

Recording Requested By and
When Recorded Return to:

Capital City Development Corporation
Attn: Mary Watson
121 N 9TH St., Suite 501
Boise, ID 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**MEMORANDUM OF AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT**

(BLOCK 69 NORTH)

THIS MEMORANDUM OF AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT ("Memorandum") is made as of the ____ day of _____, by and between The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho, ("Agency") and Block 69 North Development LLC, an Idaho limited liability company, whose mailing address is 401 West Idaho Street, Boise, ID 83702 ("Developer"), collectively the "Parties."

1. Agency and Developer entered into the Disposition and Development Agreement effective October 10, 2022 (the "Original DDA"), regarding the conveyance and development of certain real property described therein. The Memorandum of Disposition and Development Agreement, dated _____, 2022, was recorded in the real property records of Ada County as Instrument No. _____, on _____, 2022.

2. The Agency and Developer entered into the Amended and Restated Disposition and Development Agreement, effective December ____, 2023 (the "Amended and Restated DDA"), regarding the conveyance and development of the real property further described on Exhibit A (the "Property"), attached hereto and incorporated herein, which Property includes the parcel(s) owned by CCDC and to be conveyed to the Developer pursuant to the Amended and Restated DDA located at 1177 W. State Street, Boise, Idaho, 83702 1111 W. State Street, Boise, Idaho, 83702 and 419 N. 11th Street, Boise, Idaho 83702. The Amended and Restated DDA restates in its entirety that certain Original DDA. All Attachments to the Amended and Restated DDA supersede and replace the attachments approved with the Original DDA.

3. This Memorandum summarizes the Amended and Restated DDA pursuant to Idaho Code Section 55-818 and incorporates by reference all of the terms and provisions of the Amended and Restated DDA.

4. The terms, conditions, and provisions of the Amended and Restated DDA relating to the development of the Property shall extend to and be binding upon the heirs, executors, administrators, grantees, successors, and assigns of the Parties hereto.

5. This Memorandum and the terms, conditions, and provisions of the Amended and Restated DDA relating to the development of the Property shall have no further force or effect without further action by Agency or Developer after Agency has issued a Certificate of Completion with respect to the development of the Property, except as set forth in the Affordability Covenant, the Deed, and Section 12 of the Amended and Restated DDA (the "Surviving Provisions"). The Parties shall execute and record in the real property records a Termination of Memorandum at Developer's expense recognizing completion of the development obligation of the Property pursuant to the Amended and Restated DDA and noting the Surviving Provisions.

6. Filing and recording of any Termination of Memorandum does not constitute a termination of the Surviving Provisions.

7. In the event of any conflict between the Amended and Restated DDA and this Memorandum, the Amended and Restated DDA shall control.

8. Capitalized terms used but not defined in this Memorandum shall have the same meanings ascribed for such capitalized terms in the Amended and Restated DDA.

[end of text]

AGENCY:

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho

By _____
John Brunelle
Executive Director

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, before me, the undersigned notary public in and for said County and State, personally appeared John Brunelle, known or identified to me to be the Executive Director of The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body corporate and politic, organized under the laws of the state of Idaho, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Agency and acknowledged to me that such Agency executed the same for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____

DEVELOPER:

Block 69 North Development LLC,
an Idaho limited liability company

By _____
J. Dean Papé
Its: Manager

By _____
Jill Sherman
Its: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, before me, the undersigned notary public in and for said County and State, personally appeared J. Dean Papé, known or identified to me to be a manager of Developer Block 69 North Development LLC, an Idaho limited liability company, "Developer" herein, and acknowledged to me that he executed the within instrument on behalf of such Developer for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, before me, the undersigned notary public in and for said County and State, personally appeared Jill Sherman known or identified to me to be a manager of Developer Block 69 North Development LLC, an Idaho limited liability company, "Developer" herein, and acknowledged to me that he executed the within instrument on behalf of such Developer for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

YMCA Parcel: 1111 W. State – Block 69 N

Tax Parcel No. R1013004640

Lots 9 and 10 in Block 69 of Boise City Original Townsite, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho.

Less :

A parcel being a portion of Lots 9 and 10 of Block 69 of Boise City Original Townsite, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and located in the SW ¼ of Section 3, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northwesterly corner of Lot 7 of said Block 69, from which a ½ inch diameter iron pin marking the northeasterly corner of said Lot 10 bears S 54°47'21" E a distance of 200.06 feet;

Thence S 35°13'23" W along the westerly boundary of said Lot 7 a distance of 122.02 feet to a point marking the southwesterly corner of said Lot 7;

Thence S 54°47'21" E along the southerly boundary of Lots 7 and 8 of said Block 69 a distance of 100.04 feet to a point marking the southwesterly corner of said Lot 9 and the **POINT OF BEGINNING**;

Thence N 35°13'19" E along the westerly boundary of said Lot 9 a distance of 2.00 feet to a point;

Thence leaving said westerly boundary S 54°47'21" E along a line being 2.00 feet northerly of and parallel to the southerly boundary of said Lots 9, and 10 a distance of 100.04 feet to a point on the easterly boundary of said Lot 10;

Thence S 35°13'12" W along said easterly boundary a distance of 2.00 feet to a point marking the southeasterly corner of said Lot 10;

Thence N 54°47'21" W along the southerly boundary of said Lots 9, and 10 a distance of 100.04 feet to the **POINT OF BEGINNING**.

This parcel contains 200 square feet (0.005 acres) and is subject to any easements existing or in use.

YMCA Parcel: 419 N. 11th - Block 69 N

Tax Parcel No. R1013004651

A portion of Lots 11 and 12, Block 69 of Boise City Original Townsite as filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, located in the SW 1/4 of Section 3, Township 3 North, Range 2 East, Boise Meridian, Boise, Ada County, Idaho more particularly described as follows:

BEGINNING at the northerly most corner of said Lot 11;

Thence along the northeasterly boundary line of said Lots 11 and 12 South 54°48'05" East, 100.04 feet to the easterly most corner of said Lot 12;

Thence along the southeasterly boundary line of said Lot 12 South 35°12'20" West, 120.02 feet;

Thence leaving said southeasterly boundary line North 54°48'05" West, 100.05 feet a point on the northwesterly boundary line of said Lot 11;

Thence along said northwesterly boundary line North 35°12'39" East, 120.03 feet to the **POINT OF BEGINNING**. Containing 12,008 square feet, more or less.

YMCA Parcel: 1177 W. State Street, Boise, Idaho 83702– Block 69 N

Tax Parcel No. R1013004631

Lots 7 and 8 in Block 69 of Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 1, official records of Ada County, Idaho.

4837-0344-1404, V. 3

Attachment 9 Certificate of Completion

CERTIFICATE OF COMPLETION OF CONSTRUCTION OF IMPROVEMENTS

(Block 69 North Workforce Housing Development Project 1111 W. State Street, 1177 W. State Street, and 419 N. 11th Street Amended and Restated Disposition and Development Agreement)

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho (the "Agency"), exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of 1965, as amended (Chapter 20, Title 50, Idaho Code), which has a street address of 121 North 9th Street, Suite 501, Boise, Idaho 83702, hereby certifies that all the required improvements, construction, and redevelopment regarding the Block 69 North Workforce Housing Development Project (collectively the "Project") have been completed.

Block 69 North Investment LLC, an Idaho limited liability company (the "Developer"), having its principal office at 401 West Idaho Street, Boise, Idaho 83702, is the developer of Project located on that certain real property described in Exhibit A annexed hereto and by this reference incorporated herein (the "Property"). The construction and completion of the Project on the Property have been completed in accordance with the provisions and conform with the uses specified in the Urban Renewal Plan, Westside Downtown Urban Renewal Project as recommended by Agency and approved by the Boise City Council on December 4, 2001, by City Council Ordinance No. 6108 (the "Plan"), and as subsequently amended to add area pursuant to the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project, as recommended by Agency and approved by the Boise City Council on December 1, 2020, by City Council Ordinance No. ORD-45-20 (collectively the Plan and the First Amendment may be referred to as the "Plan"), which Plan is incorporated herein by reference. The Project as constructed also met the requirements set forth in the Amended and Restated Disposition and Development Agreement dated December __, 2023 (the "Amended DDA"), between the Agency and the Developer, which Amended DDA is incorporated herein by reference.

This Certificate is issued in accordance with Section 10 of the Amended DDA and only for said purposes of Section 10. 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 Amended DDA, provided that the Agency does not hereby relinquish any right to enforce the covenants that specifically survive such completion of the Project and remain as terms set forth in the Special Warranty Deed, dated [_____, _____], recorded on [_____, _____], bearing Instrument No. _____ (the "Deed") conveying the Property to the Developer from the Agency, and the Affordability Covenant, dated [_____, _____], recorded on [_____, _____], bearing Instrument No. [_____] (the "Affordability Covenant") setting forth the Workforce Housing (as

defined in the DDA) income qualifications and rental rates for a specified period of time or Sections 3.1.2, 7.1, 7.2, 8.12.4 and 12 of the Amended DDA.

DATED this _____ day of _____.

The Urban Renewal Agency of Boise City, Idaho,
also known as Capital City Development
Corporation, an independent public body, corporate
and politic, organized under the laws of the state of
Idaho

By _____
John Brunelle, Executive Director

ATTEST:

Secretary/Treasurer

STATE OF IDAHO)
) ss:
County of Ada)

On this _____ day of _____, _____, before me, _____,
a notary public in and for said state, personally appeared John Brunelle known to me to be the
Executive Director and _____ Secretary/Treasurer of The Urban Renewal
Agency of Boise City, Idaho, also known as Capital City Development Corporation, an
independent public body, corporate and politic, organized under the laws of the state of Idaho,
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.

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: _____

EXHIBIT A

Description of the Property

YMCA Parcel: 1111 W. State – Block 69 N

Tax Parcel No. R1013004640

Lots 9 and 10 in Block 69 of Boise City Original Townsite, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho.

Less :

A parcel being a portion of Lots 9 and 10 of Block 69 of Boise City Original Townsite, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and located in the SW ¼ of Section 3, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northwesterly corner of Lot 7 of said Block 69, from which a ½ inch diameter iron pin marking the northeasterly corner of said Lot 10 bears S 54°47'21" E a distance of 200.06 feet;

Thence S 35°13'23" W along the westerly boundary of said Lot 7 a distance of 122.02 feet to a point marking the southwesterly corner of said Lot 7;

Thence S 54°47'21" E along the southerly boundary of Lots 7 and 8 of said Block 69 a distance of 100.04 feet to a point marking the southwesterly corner of said Lot 9 and the **POINT OF BEGINNING**;

Thence N 35°13'19" E along the westerly boundary of said Lot 9 a distance of 2.00 feet to a point;

Thence leaving said westerly boundary S 54°47'21" E along a line being 2.00 feet northerly of and parallel to the southerly boundary of said Lots 9, and 10 a distance of 100.04 feet to a point on the easterly boundary of said Lot 10;

Thence S 35°13'12" W along said easterly boundary a distance of 2.00 feet to a point marking the southeasterly corner of said Lot 10;

Thence N 54°47'21" W along the southerly boundary of said Lots 9, and 10 a distance of 100.04 feet to the **POINT OF BEGINNING**.

This parcel contains 200 square feet (0.005 acres) and is subject to any easements existing or in use.

YMCA Parcel: 419 N. 11th - Block 69 N

Tax Parcel No. R1013004651

A portion of Lots 11 and 12, Block 69 of Boise City Original Townsite as filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, located in the SW 1/4 of Section 3, Township 3 North, Range 2 East, Boise Meridian, Boise, Ada County, Idaho more particularly described as follows:

BEGINNING at the northerly most corner of said Lot 11;

Thence along the northeasterly boundary line of said Lots 11 and 12 South 54°48'05" East, 100.04 feet to the easterly most corner of said Lot 12;

Thence along the southeasterly boundary line of said Lot 12 South 35°12'20" West, 120.02 feet;

Thence leaving said southeasterly boundary line North 54°48'05" West, 100.05 feet a point on the northwesterly boundary line of said Lot 11;

Thence along said northwesterly boundary line North 35°12'39" East, 120.03 feet to the **POINT OF BEGINNING**. Containing 12,008 square feet, more or less.

YMCA Parcel: 1177 W. State Street, Boise, Idaho 83702— Block 69 N
Tax Parcel No. R1013004631

Lots 7 and 8 in Block 69 of Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 1, official records of Ada County, Idaho.

4890-2310-8500, v. 3

Attachment 10

Green Building Certification

BLOCK 68 CATALYTIC REDEVELOPMENT

GREEN BUILDING CERTIFICATE



EDLEN & CO. + CHASE MIKSI + ELTON Companies + the YMCA

GREEN BUILDING CERTIFICATE FORM

APPENDIX 5

GREEN BUILDING CERTIFICATION (REQUIRED WITH SUBMITTAL)

To: Capital City Development Corporation (CCDC)

Re: Block 68 Catalytic Redevelopment Project RFP
1010 W. Jefferson Street and 421 N. 10th Street, Boise, Idaho 83702

**Downtown Boise
Catalytic Redevelopment**

My signature below legally binds this development known as Downtown Boise Catalytic Redevelopment to meet or exceed the Boise City Green Construction Code, Boise City Code, Title 4, Chapter 7 (the "Code"). Or in the event the Code does not pertain to the construction type, the developer will obtain written confirmation from a Boise City Building Official that the project meets or exceeds the intent of the Code. By my signature below, I acknowledge for myself and the developer / company that this condition is a requirement of submission of the RFQ/P and that it is a condition that must be satisfied in order to receive any benefit of the RFQ/P, including a site write down.



Signature: _____

Print Name: J. Dean Pape

Print Title: Principal

Developer Company: deChase Miksis

Date: 7/3/2021

Attachment 11

Form of Affordable Housing Covenant

Recording Requested By and
When Recorded Return to:

Capital City Development Corporation
Attn: Mary Watson
121 N 9TH St., Suite 501
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AFFORDABILITY COVENANT

This AFFORDABILITY COVENANT (this "Affordability Covenant") is entered into as of _____, by and between The Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, organized under the laws of the state of Idaho, doing business as Capital City Development Corporation ("CCDC" or its successor) with a mailing address of 121 N. 9th Street, Ste. 501, Boise, Idaho, 83702, and [Block 69 North Investment LLC, an Idaho limited liability company ("Developer")], with a mailing address of [PO Box 733, Boise, Idaho, 83702]. CCDC and Developer may be referred to as a "Party" or, collectively, the "Parties."

For good and valuable consideration, and for the covenants, duties, and obligations herein set forth, the sufficiency of which consideration is hereby acknowledged, CCDC and Developer agree as follows:

1. Definitions

- | | |
|--------------------------------|---|
| 1.1 "AMI" | The then current "Area Median Income" adjusted by family size annually published by the U.S. Department of Housing & Urban Development (HUD) for the geographic area referred to as Boise City, ID HUD Metro Statistical Area Rent (MSA) Area (or its successor index). |
| 1.2 "Commencement Date" | The issuance date of the Certificate of Completion for the Project pursuant to Amended and Restated Disposition and Development Agreement dated _____, 2023. |
| 1.3 "Expiration Date" | Fifteen (15) years after the Commencement Date, or as may be extended pursuant to Section 15. |
| 1.4 "Household Income" | Combined income for all household members generating income. |

AFFORDABILITY COVENANT

THE BLOCK 69 NORTH AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT PAGE
1 OF 15

- 1.5 “Income Qualification”** For any Workforce Housing Unit with a Rent Limit set at or below 30% of 80% AMI, Tenant’s household income, adjusted by household size, will not be more than 80% AMI. For any Workforce Housing Unit with a Rent Limit set at or below 30% of 120% AMI, Tenant’s household income, adjusted by household size, will not be more than 120% AMI.
- 1.6 “Income Qualified Unit”** All Workforce Housing Units are Income Qualified Units.
- 1.7 “Market Rate Units”** All other Units that are not Workforce Housing Units and are not subject to the restrictions and limitations of an Income Qualified Unit.
- 1.8 “Project”** Approximately 222 dwelling Units of multifamily housing, including a minimum of 155 Workforce Housing Units and approximately 67 Market Rate Units, located at _____, Boise, Idaho, 87302, and further described on Exhibit A (the “Property”).
- 1.9 “Rent”** The monthly amount paid by Tenant to rent a Unit subject to the terms and conditions in this Affordability Covenant. Rent does not include deposits, utilities (gas, telephone, internet, water, electricity), late fees, pet fees, parking fees, sewer, trash collection services, or other reasonable fees and costs as typically charged back to the Tenant.
- 1.10 “Rent Limit”** The Workforce Housing Unit rents shall be set at no more than 30% of 80% and 120% AMI and are subject to Income Qualification.
- Monthly Rent for an Income Qualified Unit must not exceed 30% of 80% AMI for the then current year for the 80% units.
- Monthly Rent for an Income Qualified Unit must not exceed 30% of 120% AMI for the then current year for the remaining Workforce Housing Units.
- No Market Unit shall be subject to Income Qualification or Rent Limit.

Rental limits may be determined using the Novogradac Rent & Income Calculator, published by Novogradac & Company LLC:

www.novoco.com/products/rentincome.php

or if not available, a similar calculator as may be agreed to by the Parties.

The AMI calculation for the Rent Limit is to be based on an assumed family size of 1.5 persons per bedroom, and in the case of an efficiency (as defined by Novoco but shall be micro studios or studios in the Project) unit 1 person per unit.

Rent increases on an existing tenant in a Workforce Housing Unit may occur no more frequently than annually and are capped at 5% per year.

1.11 “Tenants”

As used herein, the “Tenant(s)” means all persons that leases a Unit, whether or not the persons are related.

1.12 “Unit(s)”

The dwelling units in the Project.

1.13 “Workforce Housing Unit” 25 Units with a Rent Limit set at or below 30% of 80% AMI [7 Studio; 12 One Bedroom; 6 Two Bedroom] and 130 Units with a Rent Limit at or below 30% of 120% AMI [34 Studio; 66 One Bedroom; 30 Two Bedroom].

STANDARD TERMS

2. **Term.** Developer’s obligations under this Affordability Covenant will commence on the Commencement Date and, subject only to Section 15, will automatically expire on the Expiration Date without need of further action or recordings by the Parties. After the Expiration Date, CCDC (or its successor agency) agrees to execute a Termination and Release of Affordability Covenant that is reasonably requested by Developer (or its successor).
3. **Marketing of Units.** Developer agrees to market, lease, and operate the Units on the terms set forth in this Affordability Covenant, to the extent allowable by state and federal law. At any time, Developer may exchange any of the Workforce Housing Units with any of the Market Rate Units, so long as the Workforce Housing Unit mix shall remain the same as set forth in Section 1.13.
4. [RESERVED]
5. **Income Qualification.** Any Income Qualified Unit must be occupied (or, if unoccupied, made available for occupancy subject to Section 8) by Tenant(s) with gross household income, adjusted by household size, that meets the applicable Income Qualification. Examples of determining household income and maximum

rent are set forth in Exhibit D. Developer and/or Developer's agent will verify that the Tenant meets the Income Qualification for the Income Qualified Units, which verification may be by any reasonable method, including Tenant's production of reasonable evidence of Tenant's income and Tenant's self-certification that Tenant's income statements to Developer and/or Developer's agent are true and correct in all material respects. A copy of the Tenant Income Certification Form is attached hereto as Exhibit C. Developer must re-verify each Tenant's Income Qualification for the Workforce Housing Units with a Rent Limit set at or below 30% of 80% AMI on every third lease renewal. If the Tenant no longer meets the Income Qualification for that Unit, then the Tenant is no longer eligible to renew or extend any lease for the Workforce Housing Unit with a Rent Limit set at or below 30% of 80% AMI. Developer may renew or extend the lease of a Tenant that is no longer eligible for the Workforce Housing Unit with a Rent Limit set at or below 30% of 80% AMI only if Developer exchanges the Income Qualified Unit occupied by the Tenant with another Unit in the Project.

6. **Rent Limitation.** Prior to the Expiration Date, Developer may not charge monthly Rent on any Workforce Housing Unit that exceeds the Rent Limit (regardless of the actual income of the Tenant).
7. **Tenant Qualifications.** Nothing in this Affordability Covenant will require Developer to lease any Unit to a Tenant that does not meet Developer's then-current non-discriminatory tenant selection criteria for the Project (other than restrictions expressly set forth as herein), and nothing in this Affordability Covenant limits Developer's right to enforce the terms of any non-discriminatory lease or other agreement with a Tenant.
8. **No Available Tenants.** If Developer is unable to lease the Income Qualified Unit(s) to qualifying Tenants for a period of thirty (30) days or longer despite commercially reasonable marketing efforts, and/or despite exchanging the designation of the Income Qualified Unit with another Unit in the Project, Developer may seek consent from the CCDC Board to lease the Unit to another Tenant as a Market Rate Unit and that Tenant will be deemed to be a qualifying Tenant for purposes of the Income Qualified Unit for the applicable period of time. The CCDC Board shall consider Developer's written request to lease the Unit to another Tenant at the first regular meeting of the CCDC Board following receipt of the written request, subject to agenda notice required under the Idaho Open Meetings Laws, title 74, chapter 2, Idaho Code, and so long as the written request is received by 4:00 p.m. (MT) on the Monday prior to the regular meeting date. CCDC's approval shall not be unreasonably withheld, conditioned, or delayed. CCDC's failure to respond shall be deemed approval of Developer's request. Even with consent, Developer shall continue commercially reasonable marketing efforts to lease the next available Unit to a qualifying Tenant for the Income Qualified Unit.
9. **Annual Reports.** After the Commencement Date, by February 28 of each year, or sixty (60) days following the end of Developer's Fiscal Year, Developer will provide CCDC or its designee, as agreed to by the Parties, with the following:

AFFORDABILITY COVENANT

- 9.1 A sworn Annual Rent Report, in a format as attached hereto as Exhibit B, or in a format as agreed to by the Parties, which shall include: a report of the vacancy or non-vacancy of each of the Workforce Housing Units for the immediately preceding calendar year; the rents charged for the Workforce Housing Units; the Workforce Housing Unit rents as a percentage of AMI; and confirmation of Income Qualification for the Workforce Housing Units, including copies of the Tenant Income Certification forms for the current reporting period, in a format as attached hereto as Exhibit C; and
 - 9.2 A sworn statement that Developer has, to the best of its knowledge, complied with the Rent Limit with respect to the leasing of the Workforce Housing Units. In the event compliance with the Rent Limit has not been met, Developer will provide a detailed explanation as to why the Rent Limit was not in compliance under this Covenant and the steps that Developer will take to become compliant.
 - 9.3 The Annual Rent Report may be transmitted electronically or by mail. The final annual report will be due by February 28 of the year after the Expiration Date.
10. **Right to Audit.** CCDC has the right, with reasonable notice and not more than once a calendar year except in the event of a reasonably suspected event of default by Developer, to access the business and financial records of Developer and/or Developer's agent related to this Project at the offices of Developer or by video conferencing for the purpose of conducting an audit to determine whether or not Developer is in compliance with the Affordability Covenants at CCDC's sole cost and expense. Such inspection shall not unreasonably interfere with the operations of Developer or Developer's agent overseeing the business and financial records of the Project. CCDC will use best efforts to keep such information confidential subject to the Public Records Act, title 74, chapter 1, Idaho Code, and except as required to enforce the Affordability Covenants as provided herein.
 11. **Notices.** All notices required to be given by either Party under this Affordability Covenant must be in writing and may be sent by any reasonable method (including electronic mail, US Mail, and hand delivery) to the addresses set forth herein:

To CCDC:

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264 (voice)
jbrunelle@ccdcboise.com

with a copy to:

Meghan S. Conrad
Elam Burke
251 E. Front St., Ste. 300
P.O. Box 1539
Boise, Idaho 83701
208-343-5454 (voice)
msc@elamburke.com

To Developer:

J. Dean Papé
Block 69 North Investment LLC
731 W. Wyndemere
Boise, Idaho, 83702
208-830-7071
dean@dechase.com

Jill Sherman
Block 69 North Investment LLC
151 SW First Ave., Suite 300
Portland, Oregon 97204
503-956-7210
jill.sherman@edlenandco.com

with copies to:

Mark Edlen
Block 69 North Investment LLC
PO Box 14001
Ketchum, Idaho 83340
208-776-0550
Mark.edlen@edlendandco.com

Anne C. Kunkel
Varin Thomas LLC
242 N. 8th St., Suite 220
Boise, Idaho 83701
208-584-1266 (voice)
anne@varinthomas.com

12. **Compliance with Applicable Law.** Developer covenants that the Units will be marketed, leased, and operated in compliance with applicable laws.

13. **Binding Effect.** This Affordability Covenant shall run with the land and is binding upon and enforceable against Developer, Developer's successors and assigns and any party holding title to the Project until the Expiration Date. The term "Developer" means only the then-current fee simple owner of the Property. Each Developer is obligated to perform its obligations only during the time such Developer owns fee simple title to the Project. Any Developer who transfers its title to the Project is relieved of all liabilities for the obligations of Developer under this Affordability Covenant to be performed on or after the date of transfer.
14. **Modification.** This Affordability Covenant may not be modified except with the consent of CCDC or its successor agency and Developer, and then only by written instrument duly executed, acknowledged, and recorded in the real property records of Ada County, Idaho.
15. **Default; Remedies.** In the event CCDC determines Developer breached the terms of this Affordability Covenant by leasing a Workforce Housing Unit prior to the Expiration Date for an amount that exceeds the Rent Limit, subject to the limited exception set forth in Section 8, and/or failed to verify the Income Qualification for the Income Qualification Unit(s), the Expiration Date shall be extended for a period equal to the period that Developer was not in compliance of this Affordability Covenant and CCDC and Developer will execute and record a written amendment to this Affordability Covenant setting forth the extension of the Expiration Date.
16. **Invalid Provisions.** If any provision of this Affordability Covenant is invalid, illegal, or unenforceable under the applicable law, then then provision will be deemed to be excised from this Affordability Covenant and the validity and enforceability of the remaining provisions of this Affordability Covenant will not be affected thereby.
17. **Force Majeure.** Developer will not be in default of this Affordability Covenant nor shall the Expiration Date be extended if any Workforce Housing Unit is not occupied (or made available for occupancy) for any reason beyond the reasonable control of Developer, such as casualty events or other damage to a Workforce Housing Unit; provided, however, Developer will first attempt to exchange the damaged Workforce Housing Unit with a Market Rate Unit to keep the Workforce Housing Unit mix the same and Developer covenants to restore the Workforce Housing Unit with reasonable diligence under the circumstances and subject to any lender requirements.
18. **Attorneys' Fees.** If any action is filed or instituted to interpret or enforce the terms of this Affordability Covenant, the prevailing party will be entitled to receive its reasonable attorneys' fees and litigation costs from the other party.
19. **General.** This Affordability Covenant will be governed and construed in accordance with the laws of the State of Idaho. The failure of either Party to insist upon strict performance of any of the terms, covenants, or conditions contained herein will not be deemed a waiver of any rights or remedies that Party may have, and will not be deemed a waiver of any subsequent breach or default in any of the

terms, covenants or conditions contained herein by the same or any other person. Whenever the context so requires, the use of a gender will include all other genders, the use of the singular will include the plural, and the use of the plural will include the singular.

[end of text – counterpart signature pages follow]

IN WITNESS WHEREOF, the Parties hereto each caused this Affordability Covenant to be duly executed and delivered by their respective duly authorized representatives as of the day and year set forth above.

DEVELOPER:

[Block 69 North Investment LLC,]
an Idaho limited liability company

By: Block 69 North Development LLC, an Idaho limited liability company

By:
Its:

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, before me, the undersigned notary public in and for said County and State, personally appeared _____, known or identified to me to be a manager of Block 69 North Development LLC, the sole manager of [Block 69 North Investment LLC, an Idaho limited liability company.]

Notary Public for Idaho
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, before me, the undersigned notary public in and for said County and State, personally appeared _____ known or identified to me to be the manager of Block 69 North Development LLC, the sole manager of [Block 69 North Investment LLC, an Idaho limited liability company.]

Notary Public for Idaho
Commission Expires _____

signature continued on next page

CCDC

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho

By John Brunelle
Executive Director

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, before me, the undersigned notary public in and for said County and State, personally appeared John Brunelle, known or identified to me to be the Executive Director of The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body corporate and politic, organized under the laws of the state of Idaho, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Agency and acknowledged to me that such Agency executed the same for the purposes herein contained.

Notary Public for Idaho
Commission Expires

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

_____, more particularly described as:

EXHIBIT B
FORM OF THE ANNUAL RENT REPORT

EXHIBIT C
TENANT INCOME CERTIFICATION FORM

EXHIBIT D

EXAMPLES

Program and Location Information		HUD Published Income Limits for 2022 (with no adjustments)				
Affordable Housing Program	Other Federal, State, or Local Program (non-LIHTC)	<input checked="" type="radio"/> Display Income Limits <input type="radio"/> Hide Income Limits				
Year	2022 (effective 04/18/22)					
State	ID					
County	Ada County					
MSA	Boise City, ID HUD Metro FMR Area					
Rent Calculation Based on	AMI					
Persons / Bedroom	1.5 Person / Bedroom					
4-person AMI 🏠	\$87,500					
National Non-Metropolitan Median Income	\$71,300					

Income Limits for 2022 (Based on 2022 AMI Income Limits)					
	Charts	60.00%	80.00%	100.00%	120.00%
1 Person 🏠		36,720	48,960	61,200	73,440
2 Person 🏠		42,000	56,000	70,000	84,000
3 Person 🏠		47,280	63,040	78,800	94,560
4 Person 🏠		52,500	70,000	87,500	105,000
5 Person 🏠		56,700	75,600	94,500	113,400
6 Person 🏠		60,900	81,200	101,500	121,800
7 Person 🏠		65,100	86,800	108,500	130,200
8 Person 🏠		69,300	92,400	115,500	138,600
9 Person 🏠		73,500	98,000	122,500	147,000
10 Person 🏠		77,700	103,600	129,500	155,400
11 Person 🏠		81,900	109,200	136,500	163,800
12 Person 🏠		86,100	114,800	143,500	172,200







To Determine Tenant's household AMI and Maximum Rent for Initial Lease:

- Each household completes a Tenant Income Certification form, which includes, in part:
 - Confirmation of the number of persons in the household (adults and children) that will occupy the Unit;
 - Combined household current annual income (self-certification), which equals the total household income.

AFFORDABILITY COVENANT

THE BLOCK 69 NORTH AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT PAGE 14 OF 15

- Determine if the household income is greater or less than the income of a family of the same size earning 80% AMI. If the total household income is greater than the income of a family of the same size earning 121% AMI, then the proposed tenant is not eligible to lease an available Income Qualified Unit, but may rent a Market Rate Unit.

Rent Limits for 2022 (Based on 2022 AMI Income Limits)					
Bedrooms (People)	Charts	60.00%	80.00%	100.00%	120.00%
Efficiency (1.0)		918	1,224	1,530	1,836
1 Bedroom (1.5)		984	1,312	1,640	1,968
2 Bedrooms (3.0)		1,182	1,576	1,970	2,364
3 Bedrooms (4.5)		1,365	1,820	2,275	2,730
4 Bedrooms (6.0)		1,522	2,030	2,537	3,045
5 Bedrooms (7.5)		1,680	2,240	2,800	3,360

The maximum rent by bedroom count assumes occupancy regardless of the number of persons actually occupying the apartment.

Example: (2 bedroom available unit): A three member household, including two working spouses and a child, self-certifies combined income of \$60,000, which is less than 3 person 80% AMI = \$63,040. The Tenant is eligible for a 80% AMI unit. The maximum rent for the 2-bdrm unit is \$1,576.

4866-8026-2036, v. 3

Attachment 12

Form of Annual Rent Report

Annual Rent Report

Project Name: Block 69 North Workforce Housing Development Project
Address: 1111 W. State Street, 1177 W. State Street, 419 N. 11th Street, Boise, ID 83702
County Ada County

Date: _____
Property Manager: _____

List of Rents provided by: _____

Total Units being Rented on a monthly basis: _____

This is to confirm that the list of rents charged by the owner meet the Rent Limits for FY _____ based on _____ U.S. Department of Housing and Urban Development determination for the Boise City, Idaho HUD Metropolitan Statistical Area. Rental limits may be determined using the Novogradac Rent & Income Calculator, published by Novogradac & Company LLC: www.novoco.com/products/rentincome.php, or if not available, a similar calculator as may be agreed to by the Parties. A complete list of units, Rent Limits and Income Qualification serviced at this Project is below.

Unit	# of Bedrooms	Rent Charged (U.S. persons per bedroom or 1 per studio)	Rent Limit	Amount Received from Tenant	Identification of Unit AMI or below 80%	Identification of Unit AMI between 81% and 120%	Income Qualification Confirmed and Date (re-verify 80% AMI Units every 3 years)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
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39							
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41							
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44							
45							
46							
47							
48							

The above information is sworn to as accurate by _____ and further that _____ further certifies and swears that _____ has to the best of its knowledge complied with the Rent Limit and the Income Qualification as further set forth in the Affordability Covenant:
Name:
SIGNATURE
Title

Attachment 13

Form of Escrow Instruction Letter

_____, 2023

VIA EMAIL AND FEDERAL EXPRESS

TitleOne Corporation
1101 W. River Street, Suite 201
Boise, ID 83702

Re: Amended and Restated Disposition and Development Agreement dated as of December ___, 2023 (the “Amended DDA”), by and between Capital City Development Corporation, as seller (“Agency”), and Block 69 North Investment LLC, as purchaser (“Developer”), with respect to certain real property and improvements thereon located in Ada County, as described more particularly in the Amended DDA (the “Property”)

Dear Scott:

TitleOne Corporation (“you” or “TitleOne”) has been designated to act as Escrow Agent in connection with Developer’s acquisition of the Property from Agency. All capitalized terms not defined herein shall have the respective meanings set forth in the Amended DDA. This closing instruction letter sets forth the joint closing instructions from the Agency and Developer concerning your handling of said closing, which is scheduled to occur on _____.

A. Closing Documents:

Agency and Developer have delivered to you, or will deliver to you in escrow, the closing documents described on Exhibit A, attached hereto and made a part hereof (the “Acquisition Documents”), to be held in escrow pending satisfaction of the conditions precedent described in Paragraph B.

In addition to the Acquisition Documents, Agency and Developer will be executing a settlement statement (the “Settlement Statement”) setting forth the adjustments to the Purchase Price, as agreed to by Agency and Developer. The Settlement Statement may be executed in counterparts and e-mailed at closing. Either Agency or Developer may request a separate Settlement Statement for each party.

B. Conditions Precedent.

(i) Agency and Developer Conditions. The following conditions must be satisfied before you may release the recordable Closing Documents from escrow and record and file them in accordance with Section C:

(1) You have confirmed that the Acquisition Documents and the Settlement Statement(s) are in the form that have been approved by the undersigned, as applicable, and you have confirmed that each has been fully signed and notarized, as applicable, and, where

necessary: (a) you have dated the Acquisition Documents as of the Closing Date and (b) you have assembled counterpart signature pages and appended all exhibits to the Acquisition Documents, each of which shall have been approved by the undersigned;

(2) You have received from Developer the amount of the Purchase Price, if any, subject to those adjustments and prorations set forth on the Settlement Statement(s);

(3) Either (a) the conditions set forth in the closing instruction letter from Developer's counsel, or any lender of Developer (the "Lender"), if any, have been satisfied or (b) you have otherwise received authorization from Developer or Developer's counsel, or Lender or Lender's counsel, to proceed with the Closing;

(4) You have received the written authorization of each of the undersigned (which may be provided by e-mail) to proceed with the Closing and all other pre-closing conditions under the Amended DDA have been satisfied;

(5) You have executed this closing instruction letter and returned a signed copy of to each of the undersigned, thereby confirming your agreement to comply with these instructions;

(6) You are unconditionally prepared to issue the Title Policy in the name of Developer in the form of the title commitment dated _____, delivered to and approved by Developer's counsel, and with all endorsements previously approved by Developer and Lender, if any, and any updates as permitted pursuant to the Amended DDA;

(7) You have all internal documents necessary for you to perform your obligations under the Amended DDA, any instructions of the Lender to close the acquisition and related financing, and these instructions; and

(8) You are prepared to deliver to the undersigned by hand delivery, Federal Express, or other nationally known overnight courier service for next business morning delivery an original of the Settlement Statement and a photocopy of each of the Acquisition Documents.

C. Recording. Following the transfer of funds, the following Acquisition Documents shall be recorded in the Official Records in the following order:

- (1) Special Warranty Deed,
- (2) Memorandum of DDA, and
- (3) Affordability Covenant.

D. Closing. You acknowledge that the Title Policy shall be deemed to have been issued and shall be effective and in full force and effect as of the date of recordation of the Special Warranty Deed.

E. Inability to Satisfy Conditions. If for any reason you are unable to follow the above instructions on or before 5:00 p.m. mountain time on _____, TitleOne (i) may not release any of the Acquisition Documents or the Settlement Statement(s) executed by Agency or Developer, (ii) shall not take any further actions under these instructions, and (iii) shall immediately notify each of the undersigned and await further instructions from each the undersigned.

G. Post-Closing. Within seven (7) days after the Closing, TitleOne shall forward to each of the each undersigned a file-stamped copy of the Closing Documents evidencing recordation and filing of the same in the Official Records and provided hereinabove. TitleOne shall forward the (i) original Special Warranty Deed and Title Policy to Developer, with copies to Agency; and (ii) the original Memorandum and Affordability Covenant to Agency with copies to Developer. All deliveries shall be to those addresses indicated by each of the undersigned.

H. Acceptance of Escrow. The signature of TitleOne set forth below will confirm its agreement to comply with these instructions.

This closing instruction letter may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. E-mail signatures or electronic services, such as DocuSign, shall be deemed originals for purposes of determining the enforceability of this closing instruction letter.

Please acknowledge your receipt of this letter and your acceptance of the obligations set forth herein by executing this letter in the place provided below, and returning a copy to each of the undersigned by e-mail or acceptable electronic service.

Sincerely,

Meghan S. Conrad
Counsel for Agency
msc@elamburke.com

Anne C. Kunkel,
Counsel for Developer
anne@varinthomas.com

ACKNOWLEDGED, ACCEPTED AND AGREED:

TitleOne Corporation

By: _____

Name: _____

Title: _____

Dated: _____, 2023

EXHIBIT A
Acquisition Documents

1. One (1) Amended and Restated Disposition and Development Agreement, executed by Agency and Developer
2. One (1) original Special Warranty Deed with respect to the Property, executed and acknowledged by Agency and Developer
3. One (1) original Memorandum of Disposition and Development Agreement, executed and acknowledged by Agency and Developer
4. One (1) original Affordability Covenant, executed and acknowledged by Agency and Developer
5. One (1) set of Developer's construction loan documents, including the Deed of Trust, executed and acknowledged, as applicable, by Developer
6. One (1) original Reconveyance Deed with respect to the Property, executed and acknowledged by Agency and Developer

[To be updated prior to Closing]

Attachment 14

Form of Type 4 Participation Agreement



TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

THIS TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho (“CCDC”), and Block 69 North Development LLC, an Idaho limited liability company (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and each individually as a “Party.”

RECITALS

- A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the “Act”).
- B. The CCDC Board of Commissioners has adopted the Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area. The Participation Program Policy includes the Type 4 Capital Improvement Program (the “Participation Program”) under which CCDC uses agency funds to initiate capital improvement projects which may be coordinated through a joint effort with private entities or other public agencies.
- C. In accordance with the Disposition and Development Agreement for the Block 69 North Workforce Housing Development Project signed by the Parties, effective October 10, 2022, as amended from time to time (collectively with such amendments, the “DDA”), Participant will own or control certain real property addressed as 1111 W. State Street, 1177 W. State Street, and 419 N. 11th Street, Boise, Idaho (the “Project Site”), which is more accurately described and depicted on attached **Exhibit A**. Participant plans to construct on the Project Site a seven-story mid-rise building with approximately 222 housing units, including active ground-floor commercial, parking, and associated public improvements (collectively, the “Project”), depicted on attached **Exhibit B**.
- D. The Project is located in the Westside Urban Renewal District (the “Westside District”) as defined and established by the Urban Renewal Plan for the Westside Downtown Urban Renewal Project (the “Westside Plan”). The Westside District and Westside Plan were amended by the First Amendment to the Urban Renewal Plan, Westside Downtown, Urban Renewal Project (the Westside Plan and the Westside District, as amended, are referred to as the “Westside Plan” and the “Westside District”). The Westside Plan will receive its final year of revenue allocation proceeds on or before September 30, 2026. The Project will be completed within this timeframe and will contribute to enhancing and revitalizing the Westside District.
- E. In 2020, CCDC began developing plans to improve public infrastructure including canal and stormwater system upgrades, pavement rehabilitation, raised bike lanes, and enhanced streetscapes through its Capital Improvement Project known as “Rebuild 11th Street Blocks.” The improvements included in Rebuild 11th Street Blocks adjacent to the Project Site are more accurately depicted on attached **Exhibit C**.

F. On May 9, 2022, CCDC entered into an interagency agreement with Ada County Highway District (“ACHD”) to complete pavement rehabilitation, stormwater improvements and canal infrastructure upgrades on 11th Street between River Street and State Street as part of CCDC’s Rebuild 11th Street Blocks.

G. CCDC obtained Right-of-Way Permit #COM21-0241 and associated traffic control plan approvals necessary to construct Rebuild 11th Street Blocks with completion currently anticipated by February 5, 2024.

H. Both parties recognize the mutual benefits of coordinating construction of the Project and Rebuild 11th Street Blocks which include reducing costs, eliminating redundant scope, minimizing disruptions to the general public with synchronized construction schedules, and delivering improvements that physically align with and service the respective projects.

I. After deeming it appropriate and in the best interest of the public to assist in the development of the Project to achieve the objective set forth in the Plan, CCDC has negotiated the terms and conditions of participation in the Project and coordination of Rebuild 11th Street Blocks as governed by the Participation Program and the Act.

NOW, THEREFORE, in consideration of the above recitals which are not mere recitations but are covenants of the Parties that are binding upon them and form a portion of the consideration for the agreements contained herein, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Effective Date; Term. The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). The Agreement Term shall commence on the Effective Date and continue until: 1.) all obligations of each Party are complete; 2.) the DDA is terminated prior to Project completion; or 3.) September 30, 2026, whichever comes first.

2. Construction of the Project. Participant’s contract with its General Contractor as defined in the DDA will be provided to CCDC prior to Closing pursuant to DDA Section 6.3. The contract will require the General Contractor to reach final completion no later than September 30, 2026. Participant agrees to construct the Project consistent with the following:

- a. The Project shall be constructed in accordance with the overall City of Boise (“City”) infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. Participant shall improve streetscapes on State Street and 12th Street, upgrade the alley adjacent to the Project, and underground or upgrade utilities, all as more accurately depicted on attached **Exhibit B** and **Exhibit D** (the “Public Improvements”). Further, Participant agrees to construct a portion of the Rebuild 11th Street Blocks scope of work more accurately depicted on attached **Exhibit E** (the “Coordinated CIP Improvements”) in accordance with approved plans and specifications and any conditions stated in the DDA including the Schematic Design Documentation approved by CCDC as set forth in the DDA.

- c. The Project's façade and fenestration, finished floor elevations, egress, utility equipment, and utility boxes shall match location, materials, horizontal and vertical alignments, types, and sizes of connections with the Rebuild 11th Street Blocks (**Exhibit C**) to ensure that applicable jurisdiction requirements, utility provider requirements, universal accessibility standards, and Coordinated CIP Improvement plan requirements are met.
- d. RESERVED
- e. The Parties agree that the Project and its associated Public Improvements and Coordinated CIP Improvements are depicted on **Exhibits B, D, and E**, with cost estimates for eligible Public Improvements and Coordinated CIP Improvements (the "Eligible Expenses") described in the Schedule of Estimated Eligible Expenses in **Exhibit F**. Any other public improvements constructed by the Participant as part of the improvements to the Project Site are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in Section 9 of this Agreement. The Parties agree to update **Exhibits B, D and E** in the event of any changes required by any applicable approving authority for issuance of any building permits.
- f. To coordinate undergrounding or improvement of utilities in or adjacent to the 11th Street right-of-way between Jefferson and State Streets such that the construction of the Project and Public Improvements will not damage the constructed portion of the Rebuild 11th Street Blocks, the Parties worked in collaboration with Idaho Power Company and low voltage providers to underground and upgrade facilities during CCDC's construction of Rebuild 11th Street Blocks. Such activities included:
 - i. CCDC engaged Idaho Power Company to underground power infrastructure in 11th Street and make the associated necessary improvements. The total cost for this work was \$637,164.00 and will not be considered part of the Participant's Actual Eligible Expenses.
 - ii. CCDC engaged low voltage providers CenturyLink/Lumen, Cable One/Sparklight, and Syringa to underground or install new fiber facilities adjacent to the Project Site. The total cost for this work was \$80,193.81 and will be considered part of the Participant's Actual Eligible Expenses to be included in CCDC's calculation of Participant's reimbursement either under this Agreement or the Type 4 Agreement for the Block 68 South Mixed-Use Housing and Mobility Hub Project.
 - iii. Participant engaged Clapier Construction to underground Zayo fiber facilities via its proposal dated September 27, 2023. The total estimated cost for this work was \$14,502.50 and is considered an Eligible Expense for which Participant may seek reimbursement pursuant to this Agreement.
- g. Participant will take care to avoid damage to any completed improvements as part of the Rebuild 11th Street Blocks or those described in Section 2.f., above. Participant shall repair any damage incurred at its sole expense without reimbursement from CCDC.
- h. Participant shall take all commercially reasonable efforts to provide cyclist and pedestrian access on and along 11th Street adjacent to the Project during construction

of the Project, including protective measures such as a construction tunnel or protected routing around Participant's active construction and clear signage for all cyclist and pedestrian traffic. Participant will provide CCDC with a memorandum or agreement approved by the authorities having jurisdiction outlining planned transitions, facilities, detours, coordination of construction staging and truck/vehicle access (the "Traffic Management Plan") no later than fifteen (15) business days prior to Closing as defined in the DDA.

3. Construction of Rebuild 11th Street Blocks. CCDC agrees to construct the scope of Rebuild 11th Street Blocks not included in the Coordinated CIP Improvements consistent with the following:

- a. Rebuild 11th Street Blocks shall be constructed in accordance with the overall City infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. Rebuild 11th Street Blocks shall be constructed as depicted in **Exhibit C** and incorporating public utility improvements pursuant to Section 2.f., above. The scope of Rebuild 11th Street Blocks adjacent to the Project and not included in the Coordinated CIP Improvements shall be completed before Closing as defined in the DDA.

4. Coordination of the Project and Rebuild 11th Street Blocks. CCDC and Participant agree to continually coordinate design, permitting, and construction matters and in good faith make best efforts to perform in accordance with the Schedule of Performance (attached as **Exhibit G**) until such time as all Rebuild 11th Street Blocks improvements adjacent to the Project are complete.

- a. Participant agrees to distribute this Agreement to its contractors and vendors to ensure all parties are aware of the terms, obligations, and good faith efforts of this Agreement.
- b. Participant will include the Coordinated CIP Improvements in the Project entitlement and permitting submissions to City of Boise and to ACHD. These submissions shall include any minor modifications to the design of the Coordinated CIP Improvements as depicted in **Exhibit E** necessary to integrate the Project with Rebuild 11th Street Blocks.
- c. RESERVED
- d. Participant shall provide the Project's approved right-of-way permit set incorporating the Coordinated CIP Improvements pursuant to Section 4.b., above, to CCDC. Participant's construction contract(s) to be submitted to CCDC pursuant to DDA Section 6.3.1. shall also include construction of the Coordinated CIP Improvements.
- e. Participant will assume the responsibility to construct the Coordinated CIP Improvements when it obtains its construction permits from ACHD.
- f. In the case of unforeseen field conditions not addressed in the Project's permitted Coordinated CIP Improvement drawings, Participant will notify CCDC of all design changes and construction field adjustments that impact or are related to the function, layout, or design of Rebuild 11th Street Blocks (**Exhibit C**). Participant will route copies of Request for Information (RFI), Architectural Supplemental Information (ASI), Work Directives, and Change Order Requests (COR) related to scope within or affecting the public rights-of-way and any drawings related to change orders requiring permit

modification to **CCDC Project Manager for Capital Improvements Amy Fimbel**, (208) 319-1218 and afimbel@ccdcboise.com, for cursory review and approval before submitting to the permitting authority. CCDC will have two (2) business days to review a complete submission of design changes and field adjustments, which approval will not be unreasonably conditioned, withheld or delayed. Unless otherwise agreed to by Parties, CCDC approval evidences CCDC's intent to be responsible for the expenses associated with change orders. If there is no approval in writing, CCDC disapproves of the changes and/or adjustments, or Participant fails to notify CCDC of changes or adjustments, Participant may become responsible for expenses associated with change orders. If CCDC notifies Participant in writing that it disapproves of the changes or adjustments or is deemed to have disapproved the changes or adjustments as provided herein, Participant and CCDC will meet to resolve the issue in good faith.

- g. The Schedule of Performance attached as **Exhibit G** may be adjusted as mutually agreed upon. Major schedule adjustments that impact either Party's ability to meet its obligations to the other Party will be handled with an amendment to this Agreement.

5. Initial Construction Funding. Participant shall pay for all of the costs of construction for the Project, Public Improvements, and Coordinated CIP Improvements. CCDC acknowledges that the Schedule of Eligible Expenses attached as **Exhibit F** is an estimate by Participant and that actual costs for the Project, as well as each line item of cost, may be more or less than is shown.

6. Review of Construction Bids. Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's bids for the Public Improvements and the Coordinated CIP Improvements. Participant will utilize commercially reasonable contracting and bidding practices to ensure that the Public Improvements and the Coordinated CIP Improvements are undertaken in a reasonable manner. For purposes of this Section 6, Participant shall be presumed to have utilized commercially reasonable contracting and bidding practices if its general contractor solicits or solicited competitive bids for the Public Improvements and the Coordinated CIP Improvements and such work is not performed by an affiliate or subsidiary of Participant. Upon request, Participant shall provide CCDC copies of any bids received.

7. Notification of Completion; Inspection. Upon completion of construction of the Project and the improvements being open to the public, Participant shall notify CCDC in writing and request a final construction inspection with CCDC to determine if the Public Improvements and Coordinated CIP Improvements meet the requirements of this Agreement. At CCDC's sole discretion, CCDC may require proof of completion before providing written confirmation of compliance. Within fifteen (15) days of the final construction inspection or upon receipt of a complete submittal of requested proof of completion, whichever is later, CCDC shall provide Participant with written confirmation that the Public Improvements and Coordinated CIP Improvements have been completed in compliance with this Agreement, or in the event CCDC finds the Public Improvements or Coordinated CIP Improvements have not been completed in compliance with this Agreement, CCDC shall provide an itemized list of the identified matters to Participant within such time frame to provide Participant the opportunity to cure such deficiencies and resubmit for CCDC's approval as required by this Section or to provide notice to CCDC why Participant believes CCDC's determination was in error and providing any evidence to support any such contentions Participant wants CCDC to consider.

8. Determining Actual Payment after Completion of Construction. Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that

construction of the Public Improvements and the Coordinated CIP Improvements is complete and shall include:

- a. Updated Schedule of Eligible Expenses that includes line items for the Public Improvements and Coordinated CIP Improvements for reimbursement with actual costs so they are identifiable and separate from other line items ("Schedule of Values").
- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g., concrete pavers, benches, historic streetlights). Invoices shall specify quantities and unit costs of installed materials and percentage estimate of how much installed material was used for the Public Improvements or Coordinated CIP Improvements in comparison to the amount used for the remainder of improvements to the Project Site.
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit F** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A signed and notarized letter by Participant attesting that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations, and that all requested reimbursement expenses are for eligible public improvements within the public rights-of-way.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. Recorded easements for any public improvement work done outside of the public rights-of-way, if needed.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for Eligible Expenses are commercially reasonable and consistent with the cost estimates provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, CCDC's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) calendar days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the Actual Eligible Expenses to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Expenses following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **Exhibit F**. IN NO EVENT SHALL THE TOTAL FOR THE ACTUAL ELIGIBLE EXPENSES EXCEED THE AMOUNT ALLOWED BY SECTION 9.

If Participant disagrees with CCDC's calculation of the Actual Eligible Expenses, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised

amount for the Actual Eligible Expenses or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Expenses will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE EXPENSES IS WITHIN ITS SOLE DISCRETION.

9. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, and subject to the conditions set forth in Section 10, CCDC agrees to reimburse Participant Actual Eligible Expenses not to exceed One Million Four Hundred Thousand Dollars (\$1,400,000). Actual Eligible Expenses do not include soft costs (e.g., architectural and engineering design, permits, traffic control, and mobilization). The payment for this Type 4 Agreement will be made as a one-time reimbursement.

10. Conditions Precedent to CCDC's Payment Obligation. CCDC agrees to reimburse Participant in the amount as determined in compliance with Sections 8 and 9. no later than thirty (30) days after completion of all of the following:

- a. CCDC has issued the Certificate of Completion pursuant to the terms of the DDA.
- b. CCDC has accepted the Cost Documentation as described in Section 8 in a format acceptable to CCDC and CCDC has determined the Actual Eligible Expenses to be reimbursed.
- c. CCDC provides written confirmation to the Participant that the Public Improvements and Coordinated CIP Improvements have been constructed in compliance with this Agreement.

11. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the Urban Renewal District Area or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

12. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days (or such longer period as agreed to by the Parties in writing in the event the default cannot be cured in 30 days and the defaulting Party is diligently pursuing the same to completion; provided, however, the reasonable period to cure the default from the date of the written notice of default shall not exceed a total of sixty (60) days, unless further agreed to by the Parties in writing), or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement; unless such Party, prior to expiration of said 30-day period (or such longer period as agreed to by Parties in writing) (ten-days in the event of failure to pay money), has rectified the particulars specified in said notice of default. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages

incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.
- e. In the event Participant defaults under this Agreement, CCDC (the non-defaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment may be deemed extinguished in its sole discretion. In addition, if CCDC funds shall have been paid pursuant to this Agreement, Participant shall reimburse CCDC for any such funds Participant received.

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

14. No Joint Venture or Partnership. CCDC and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and Participant a joint venture or partners.

15. Successors and Assignment. This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of CCDC, at CCDC's sole discretion which cannot be reasonably denied.

16. Notices and Receipt. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below, and with a courtesy copy by email:

If to Participant: Block 69 North Development LLC
Attn: J. Dean Papé
401 West Idaho Street
Boise, Idaho 83072
(208) 830-7071
dean@dechase.com

Block 69 North Development LLC
Attn: Jill Sherman
151 SW First Avenue, Suite 300
Portland, Oregon 97204
(503) 956-7210 (mobile)
jill.sherman@edlenandco.com

With a copy to: Anne C. Kunkel
Varin Thomas LLC
anne@varinthomas.com

If to CCDC: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
(208) 384-4264
jbrunelle@ccdcboise.com

With a copy to: Mary Watson, General Counsel
mwatson@ccdcboise.com

The persons and addresses to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following:

- a. Date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- b. Date of actual receipt of the notice or other document by the person or entity specified above; or
- c. In the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (1) date of the attempted delivery or refusal to accept delivery,
 - (2) date of the postmark on the return receipt, or
 - (3) date of receipt of notice of refusal or notice of non-delivery by the sending Party.

17. Applicable Law; Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

18. Inspection of Books and Records. CCDC has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to visually inspect the books and records of Participant pertaining to the Public Improvements and the Coordinated CIP Improvements. No inspection by CCDC shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to CCDC by Participant. Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of CCDC, the Parties acknowledge that the Participant's documents, records, plans, and information in any form related to the Public Improvements and Coordinated CIP Improvements shall be confidential unless and until such documents are provided to CCDC, and then CCDC shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

19. Indemnification. Participant shall indemnify, defend, and hold harmless CCDC and its

officers, agents, and employees from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Public Improvements and Coordinated CIP Improvements or otherwise arising out of Participant's actions or inactions.

In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.

20. Insurance Requirements. Participant shall, or through its contractor, agents, representatives, employees or subcontractors, at its sole cost, obtain and maintain in force for the duration of the construction, insurance of the following types, with limits not less than those set forth below and in a form reasonably acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees, or subcontractors:

- a. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and death and \$2,000,000 property damage; with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$5,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC and City as additional insureds.
- b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
- c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.
- d. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Participant hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Public Improvements and Coordinated CIP Improvements.
- e. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent)

shall be supplied to CCDC evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.

- f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by CCDC. The fact that Participant has obtained the insurance required in this Section shall in no manner lessen or affect Participant's other obligations or liabilities set forth in this Agreement.

21. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant and its agents will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin or ancestry, marital status, age, or handicap.

22. Anti-Boycott Against Israel Certification. In accordance with Idaho Code Section 67-2346, Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

23. Maintenance. Participant acknowledges and agrees CCDC has no obligations to maintain any improvements constructed by Participant pursuant to this Agreement and that no agreement has been reached with CCDC to accept any maintenance obligations for such improvements.

24. Promotion of Project. Participant agrees CCDC may promote the Project and CCDC's involvement with the Project. Such promotion includes reasonable signage at the Project Site notifying the public of CCDC's involvement with the Project in the type and location designated by Participant, in its reasonable discretion.

25. Time is of the Essence. CCDC and Participant acknowledge and agree that time is of the essence in the performance of this Agreement and that timely completion is vital to the Project. The Parties agree to use their best efforts to expedite performance of all applicable services and obligations under this Agreement.

26. Severability. The determination by any court that any one or more provisions of this Agreement is unlawful, void, or unenforceable shall not affect the validity of any other provisions hereof, but this Agreement shall be construed and enforced as if such unlawful, void, or unenforceable provision had not been contained herein.

27. Warranty. Participant warrants that the materials and workmanship employed in the construction of the Public Improvements and Coordinated CIP Improvements, if applicable, shall be new and of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of two (2) years after Completion.

28. Dispute Resolution. In the event that a dispute arises between CCDC and Participant regarding the application or interpretation of any provision of this Agreement, the aggrieved Party shall

promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within forty-five (45) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction upon completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

29. Amendments to this Agreement. CCDC and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of CCDC and Participant.

30. Forced Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of CCDC shall not excuse performance by CCDC); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause, if notice is delivered by the Party claiming such extension no later than forty-five (45) days after the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than forty-five (45) days after the commencement of the cause, the period shall commence to run only forty-five (45) days prior to the giving of such notice.

31. Certification Regarding Government of China. In accordance with Idaho Code Section 67-2359, Participant, by entering into this Agreement, hereby certifies that it is not currently owned or operated by the government of China and will not, for the duration of the Agreement, be owned or operated by the government of China.

32. Entire Agreement. This Agreement, including the following listed Exhibits, inclusive and incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

Exhibit A	Project Site Depiction
Exhibit B	Project Depiction
Exhibit C	Rebuild 11th Street Blocks Plans
Exhibit D	Public Improvement Plan
Exhibit E	Coordinated CIP Improvements
Exhibit F	Schedule of Eligible Expenses
Exhibit G	Schedule of Performance

End of Agreement | *Signatures appear on the following page.*

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective as first indicated above.

FOR CCDC:

By: _____
John Brunelle, Executive Director

Date: _____

Approved as to form:

Mary Watson, General Counsel

Date: _____

FOR PARTICIPANT:

BLOCK 69 NORTH DEVELOPMENT LLC,
an Idaho limited liability company

By: _____
J. Dean Papé, Manager

Date: _____

By: _____
Jill Sherman, Manager

Date: _____

Approved as to form:

Anne C. Kunkel

Date: _____

Exhibits

- A: Project Site Depiction
- B: Project Depiction
- C: Rebuild 11th Street Blocks Plans
- D: Public Improvement Plan
- E: Coordinated CIP Improvements
- F: Schedule of Eligible Expenses

CCDC Budget Info / For Office Use	
Account	303
Activity Code	22034
PO #	
Contract Term	

G: Schedule of Performance

Exhibit A: Project Site Depiction

[To be inserted upon finalization]

Exhibit B: Project Depiction

[To be inserted upon finalization]

Exhibit C: Rebuild 11th Street Blocks Plans

[To be inserted upon finalization]

Exhibit D: Public Improvement Plan

[To be inserted upon finalization]

Exhibit E: Coordinated CIP Improvements

[To be inserted upon finalization]

Exhibit F: Schedule of Eligible Expenses

[To be inserted upon finalization]

Exhibit G: Schedule of Performance

Information included in the Schedule of Performance is to the best of each Party's knowledge at the time of the Effective Date. Parties may modify performance terms by mutual agreement.

Task / Item	Due	Additional Notes / Terms	Section
Effective Date		Date Agreement is executed by both Parties	1
Traffic Management Plan	15 days prior to DDA Closing	Participant will provide CCDC with a memorandum or agreement approved by the authorities having jurisdiction outlining planned transitions, facilities, detours, coordination of construction staging and truck/vehicle access.	2.h
Approved right-of-way permit set	Prior to DDA Closing	Participant shall provide the Projects approved right-of-way permit set incorporating the Coordinated CIP Improvements and its construction contract incorporating the same to CCDC.	4.e
Notification for design changes due to field conditions	During construction	Participant will notify CCDC of all design changes and construction field adjustments that impact or are related to the function, layout, or design of Rebuild 11th Street Blocks. Participant will route related copies of RFIs, ASIs, Work Directives, and CO Requests to Amy Fimbel: (208) 319-1218 and afimbel@ccdcbosie.com for cursory review and approval before submitting to Permitting Authorities.	4.f
Notify CCDC of Completion	Upon completion	Participant shall notify CCDC in writing and request a final construction inspection with CCDC to determine if the Project meets the requirements of this Agreement.	7
Submit Cost Documentation	Within 30 days of Notification of Completion	Participant shall provide Cost Documentation to CCDC as described in Section 8.	8
Notify Participant of receipt of Cost Documentation	Within 30 days of receipt of Cost Documentation	CCDC will notify Participant in writing of CCDC's acceptance or rejection of the Cost Documentation in accordance with Section 8.	8
Reimbursement	30 days from notification of acceptance	CCDC will reimburse Participant in the amount as determined in compliance with Sections 8 and 9.	10
Term of Agreement	September 30, 2026	Or earlier if other conditions in Section 1 are met.	1

Attachment 15

Form of Reconveyance Deed

4854-6570-9968, v. 2

Attachment 15 Form of Reconveyance Deed

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

RECONVEYANCE DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, _____, whose address is _____ (the "Grantor"), does hereby grant, bargain, sell and convey unto the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body corporate and politic, organized under the laws of the state of Idaho, whose address is 121 N. 9th Street, Suite 501, Boise, Idaho 83702 ("Grantee"), all of Grantor's right, title and interest in the following described property located in Ada County, Idaho (the "Property"), more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, with their appurtenances unto the Grantee, and their successors and assigns forever.

Together with all and singular the improvements, hereditaments, and appurtenances thereon and thereunto belonging or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all of the estate, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above-described Property with said improvements, hereditaments and appurtenances.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

IN WITNESS WHEREOF, this Special Warranty Deed has been duly executed by Grantor or any person claiming under Grantor is made effective as of this ____ day of _____, 20__.

Grantor:

By: _____
Name: _____
Its: _____

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of _____, a _____, and the _____ who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and that such corporation 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 in this certificate first above written.

Notary Public for Idaho
My commission expires: _____

Acceptance of Reconveyance Deed:

Grantee:

THE URBAN RENEWAL AGENCY OF BOISE CITY,
IDAHO, also known as CAPITAL CITY
DEVELOPMENT CORPORATION, an independent
public body, corporate and politic, organized
under the laws of the state of Idaho

By: _____
John Brunelle, Executive Director

Date: _____

STATE OF IDAHO)
)ss.
County of Ada)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared John Brunelle known or identified to me to be the Executive Director of The Urban Renewal Agency of the Boise City, Idaho, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho, that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

Notary Public for Idaho
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

4876-2522-5620, v. 3



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AGENDA BILL

Agenda Subject: CONSIDER Resolution 1852: Block 68 South Mixed-Use Housing and Mobility Hub Development. Amended and Restated Disposition and Development Agreement with Block 68 South Development LLC		Date: December 11, 2023
Staff Contact: Alexandra Monjar, Senior Project Manager	Attachments: 1) Resolution 1852 2) Amended and Restated Disposition and Development Agreement	
Action: Adopt Resolution 1852 authorizing the Executive Director to execute the Amended and Restated Disposition and Development Agreement with Block 68 South Development LLC		

Background:

In May 2021, Capital City Development Corp. (“CCDC” or “Agency”) published the Block 68 Catalytic Redevelopment Project Request for Proposals (“RFP”) to redevelop two CCDC-owned properties at 421 N. 10th St. and 1010 W. Jefferson St., prioritizing housing, mobility infrastructure, and economic growth in the Westside District. In December 2021, the CCDC Board of Commissioners (“Board”) selected a joint proposal from Edlen & Co., deChase Miksis (together, the “Developer”) and The Young Men’s Christian Association of Boise City, Idaho (the “YMCA”). The proposal includes two projects with CCDC participation guided by separate Disposition and Development Agreements (“DDAs”). The Block 68 South Mixed-Use Housing and Mobility Hub Project DDA for disposition of 1010 W. Jefferson St. was executed December 15, 2022, and the Block 69 North Workforce Housing Project DDA for disposition of property to be acquired through a land exchange of 421 N. 10th St. with the YMCA was executed on October 10, 2022¹.

On April 18, 2023, the Developer requested revised assistance under both DDAs, citing threats to financial viability caused by national changes in interest rates, the tightening lending market, and ongoing escalation in construction costs. Following analysis of these requests by the Board appointed project review committee and negotiation with CCDC staff, the Developer submitted revised requests on August 8, 2023. On August 14, 2023, the Board authorized departure from Participation Program Type 5: Property Disposition policy to respond to these requests. The parties then executed a Memorandum of Understanding (“MOU”) on August 30, 2023, formalizing agreed upon terms and guiding necessary amendments to the DDAs.

In accordance with the MOU, on October 18, 2023, the Developer submitted its revised Schematic Design Documentation for Block 68 South which the Board approved with conditions on November 13, 2023. CCDC staff delivered the Board’s position in writing to Developer on November 29, 2023.

Amended and Restated Block 68 South DDA:

The Amended and Restated Block 68 South DDA (“Amended DDA”) updates terms to reflect

¹ The Workforce Housing Project is facilitated by a land exchange agreement between CCDC and the YMCA.

current conditions and the conditionally approved design featuring 185 senior housing units, a 571-stall parking garage, 3,400 square feet of commercial space, and the BikeBOI facility. Key changes to the DDA implement the MOU's direction regarding upfront land contribution and Agency Garage Unit purchase terms. Updated attachments reflect revised terms and performance schedules.

User Comfort Factor 2 Request

The Board conditionally approved the Block 68 South Schematic Design Documentation while requesting the parties seek to align the Mobility Hub design more closely with the User Comfort Factor 2 ("UCF2") dimensional standards from CCDC's Parking Structure Design Guidelines. These standards were required in the RFP and original DDA. However, meeting UCF2 would necessitate significant and likely costly changes to the structural system or a major reduction in parking spaces due to limited drive aisle width from site geometry constraints. Potential solutions like moving structural columns or expanding stall dimensions would negatively impact project efficiency, unit count, design, cost per stall, and overall feasibility. Thus, the Developer requests an exception to the UCF2 requirements. The Amended DDA allows for this UCF2 deviation. (See section 9.6.1.)

Land Contribution Revisions

As directed by the MOU, the Amended DDA provides for upfront land contribution subject to certain terms and conditions including a reconciliation reuse appraisal process, review and approval of completion guarantees and the financial strength of the guarantor(s), enhanced review of the Developer's evidence of financing, and inclusion of post-closing remedies for the Agency. Implementing this change required substantial revisions to sections governing financial review, reuse appraisals, defaults, and special provisions.

Enhanced review of the Developer's preliminary evidence of project financing due April 30, 2024, includes itemized fund uses and identification of the guarantor(s) who will provide the completion guaranty and evidence of their financial capacity. The Developer must provide monthly financing updates beginning May 15, 2024 (see section 4). A reconciliation reuse appraisal performed within 90 days of closing will determine the final land value to ensure prudent use of public resources while the requirement to pay an initial purchase price for the land has been removed (see sections 6 and 7). Defaults, remedies, and termination provisions have been revised to expressly state the Developer's assumption of risk for design and development costs and limit Developer's rights upon termination. Under the Amended DDA, if there is a default on an agreement condition, the Developer's sole remedy is limited to termination of the agreement and return of its earnest money deposit of \$22,500. In the circumstance that both parties fulfill their obligations under the Amended DDA, but CCDC fails to convey the real property at closing, the Developer may pursue legal action to recover damages or seek specific performance (see sections 7 and 14).

The Amended DDA includes post-conveyance remedies similar to those used by other Idaho urban renewal agencies. These allow CCDC to repossess the property via a reconveyance deed² held in escrow if the Developer fails to proceed with construction for 90 consecutive days after closing, abandons or substantially suspends construction for six months, or transfers or suffers an involuntary transfer of the property in violation of the agreement. Such repossession is allowed if the lender or CCDC is unable to first enforce the completion guaranty. Upon repossessing the property, CCDC may retain or dispose of the property. Each option outlines provisions for payment for any Developer improvements to the property (see section 14).

² Remedy subject to lender's rights under a mortgage or deed of trust.

Agency Garage Unit Purchase Terms

As set forth in the MOU, under the Amended DDA, CCDC will purchase 205 parking spaces and the BikeBOI cold shell for \$11 million in up to five sequential progress payments (see section 5) subject to execution of a purchase and sale agreement (which may be attached to a reservation agreement) and other necessary documents and agreements for the development of the Mobility Hub.

Schedule of Performance

The performance timeline and milestones have been updated to align with the current development schedule, generally consistent with the schedule included in the Schematic Design Documentation. The outside date for closing under the Amended DDA is August 15, 2024, with completion of the project to occur no later than September 30, 2026. The Amended DDA states that CCDC and the Developer will re-evaluate the schedule once Developer submits preliminary evidence of financing to determine if an additional amendment addressing the schedule of performance is needed.

Next Steps:

If the Board approves the Amended DDA, the next steps to advance the Block 68 South project include resolving Schematic Design Documentation conditions of approval and execution of a Type 4 Capital Improvement and General Assistance Reimbursement Agreement. The Developer will respond to the conditions of approval by December 21, 2023, for review by the Executive Director and this process will continue until conditions are satisfactorily resolved. And, the Developer will execute a Type 4 Agreement by May 27, 2024, for Board consideration in June 2024.

As the design progresses, the Executive Director will have additional checkpoints to ensure alignment with the Board approved plans, including reviews upon receipt of Design Development Drawings and Final Construction Documents as stipulated in the Amended and Restated DDA. Any substantial changes may warrant additional Board review and approval.

Fiscal Notes:

CCDC anticipates contributing the full value of Block 68 South, \$7.78 million, to the project. The original DDA contemplated a land value contribution of \$6.73 million. The increase in value comes from CCDC's acquisition of the parcel at the corner of Jefferson and 10th streets and its subsequent inclusion in the project site, as directed by the MOU.

Finalizing and executing the Amended and Restated Disposition and Development Agreement involved Agency staff time and legal counsel review.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1852.

Suggested Motion:

Adopt Resolution 1852 authorizing the Executive Director to execute the Amended and Restated Disposition and Development Agreement for the Block 68 South Mixed-Use Housing and Mobility Hub Project with Block 68 South Development LLC and authorizing the Executive Director to execute all associated documents as required to implement the Agreement.

RESOLUTION NO. 1852

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AN AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE AGENCY AND BLOCK 68 SOUTH DEVELOPMENT LLC, AN IDAHO LIMITED LIABILITY COMPANY, FOR THE DISPOSITION OF AGENCY OWNED REAL PROPERTY COMMONLY ADDRESSED AS 1010 W. JEFFERSON STREET (ADA COUNTY ASSESSOR PARCEL NOS. R1013004553 AND R1013004556) AND DEVELOPMENT OF THE MIXED-USE HOUSING & MOBILITY HUB PROJECT ON BLOCK 68 SOUTH; AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR TO EXECUTE THE AMENDED AND RESTATED AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDED AND RESTATED AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended and supplemented, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the "Westside Plan"), and following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings for the jurisdictional area of the Westside Plan Revenue Allocation Area; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the "First Amendment"), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the "Project Area;" and,

WHEREAS, in order to achieve the objectives of the Westside Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Project Area boundaries; and,

WHEREAS, Agency owns certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the "Agency Parcels"); and,

WHEREAS, in accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals (“RFP”) on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance with the Westside Plan through redevelopment of the Agency Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity; and,

WHEREAS, following the publication of the RFP in the Idaho Statesman newspaper, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and The Young Men’s Christian Association of Boise City, Idaho (the “YMCA”), first (the “Joint Proposal”); and,

WHEREAS, at a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal; and,

WHEREAS, the Joint Proposal contemplated development beyond the Agency Parcels on Block 68 and seeks to develop certain real property addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which combined include approximately 0.831 acres and which parcels are currently owned by the YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 North” (the “YMCA Parcels”¹). The Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to the YMCA for all or a portion of the YMCA Parcels to further support the development of the workforce housing development project on Block 69 North (the “Workforce Housing Project”) as more fully described in the Block 69 North DDA (defined below) (the “Land Exchange”); and,

WHEREAS, the Joint Proposal also contemplated disposition of 1010 W. Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (the “Original Block 68 South DDA Parcel”) to develop a mixed-use housing and mobility hub project (the “Project”) with the opportunity to expand the scope of the Project through the acquisition of the State-owned parcel located on Block 68 South and adjacent to the Original Block 68 South DDA Parcel; and,

WHEREAS, thereafter, a separate entity was formed to commence development activities contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company (now known as Block 68 North Development LLC). The Agency and Block 68 Development LLC entered into the Agreement to Negotiate Exclusively (the “ANE”) that outlined the process for disposing of the Agency Parcels, including the Land Exchange; and,

WHEREAS, on October 10, 2022, the Agency and the YMCA entered into the Amended and Restated Real Property Exchange Agreement and the Agency and Block 69 North Development LLC, an Idaho limited liability company (the “Block 69 North Developer”), entered into a Disposition and Development Agreement for the development of the Workforce Housing Project (the “Block 69 North DDA”); and,

WHEREAS, Agency and Block 68 South Development LLC, an Idaho limited liability company (the “Block 68 South Developer”) entered into the Block 68 South Mixed-Use Housing

¹ The YMCA Parcels were successfully consolidated and are now addressed as 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004652).

& Mobility Hub Project DDA on December 15, 2022 (the “Original Block 68 South DDA”), pursuant to which the Agency agreed to convey to the Block 68 South Developer the Original Block 68 South DDA Parcel. Collectively, the Workforce Housing Project and the Mixed-Use Housing & Mobility Hub Project may be referred to as the “Collective Projects;” and,

WHEREAS, the Block 69 North DDA and the Original Block 68 South DDA may be collectively referred to as the “DDAs;” and,

WHEREAS, the Block 68 South Developer and the Block 69 North Developer may be collectively referred to as the “Developer;” and,

WHEREAS, as contemplated in the Joint Proposal and the Original Block 68 South DDA, the Block 68 South Developer acquired the property adjacent to the Original Block 68 South DDA Parcel and commonly addressed as 1010 West Jefferson Street, Boise, Idaho (the “Paved Parking Lot”) from the State of Idaho on March 6, 2023, for the purchase price of \$1,700,000 following submission of the highest bid to the state of Idaho; and,

WHEREAS, Agency and Developer have continued to work together in good faith to perform under the terms of the DDAs. Because of several factors, including, but not limited to, challenging capital market conditions concerning financing underwriting, investor requirements, as well as the high cost of construction, supply chain issues, and labor shortages, the Developer requested revised terms of Agency participation in the Collective Projects as set forth in the letters from Developer to Agency dated April 28, 2023, and August 8, 2023, and,

WHEREAS, the Agency Board, at its regularly scheduled board meeting on August 14, 2023, considered the staff recommendation and authorized departure from Agency Participation Program Type 5 policy and directed the Agency Executive Director to respond to the Developer’s requests, and to direct negotiation of implementation agreements or similar agreements to guide negotiation of amendments to the DDAs, for future Board approval, and to direct negotiation of amendments to the DDAs, for future Board approval; and,

WHEREAS, based on the Developer’s requests and the Agency’s response, the Agency and the Developer have determined the DDAs will need to be substantially amended to incorporate the revised terms. In order to expedite the continued progress under the DDAs, Agency and Developer entered into a Memorandum of Understanding (the “MOU”), dated August 30, 2023, as approved by Agency Resolution No. 1836, to guide the Agency and the Developer in the negotiation of those certain amendments to the DDAs and to memorialize the understanding the Agency and the Developer have reached concerning the performance under the DDAs. Pursuant to the MOU, and in furtherance of the Agency’s continued support for funding public parking in the Mobility Hub (as defined in the Original Block 68 South DDA), the Agency acquired the Paved Parking Lot from Developer on November 1, 2023, for the purchase price of \$1,700,000. This property acquisition will reduce the cost per stall to allow Agency to purchase 205 parking stalls and BikeBOI facility in the Mobility Hub for \$11 million dollars. The Original Block 68 South DDA Parcel together with the Paved Parking Lot (the “Property”) will be conveyed to Developer pursuant to the Amended and Restated Block 68 South Mixed-Use Housing & Mobility Hub Project DDA (the “Amended and Restated Block 68 South DDA”), attached hereto as **Exhibit A**, and incorporated by reference herein. Developer will use sales proceeds of the Paved Parking Lot to support the success of the Mobility Hub. The Amended and Restated Block 68 South DDA also includes amendments to update terms and conditions based on current performance, and those amendments directed by the MOU; and,

WHEREAS, the Agreement is premised upon the disposition of the Property to Developer, and, thus, complies with the required notice provisions concerning the disposition of property by Agency as set forth in Idaho Code Section 50-2011; and,

WHEREAS, Agency staff recommends approval of the Amended and Restated Block 68 South DDA by the Agency Board of Commissioners; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the Amended and Restated Block 68 South DDA and to authorize the Agency Executive Director to execute the Amended and Restated Block 68 South DDA, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Amended and Restated Block 68 South DDA, a copy of which is attached hereto as **Exhibit A** and incorporated herein as if set out in full, is hereby approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Amended and Restated Block 68 South DDA and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Amended and Restated Block 68 South DDA, subject to representations by Agency legal counsel that all conditions precedent to such actions and any necessary technical changes to the Amended and Restated Block 68 South DDA or other documents are acceptable and that said changes are consistent with the provisions of the Amended and Restated Block 68 South DDA and the comments and discussions received at the December 11, 2023, Agency Board meeting.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on December 11, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
John Stevens, Vice Chair

AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT

**THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as
CAPITAL CITY DEVELOPMENT CORPORATION**

&

**BLOCK 68 SOUTH DEVELOPMENT LLC
an Idaho Limited Liability Company**

December __, 2023

Disposition:

**1010 W. Jefferson Street (Parcel No. R1013004553)
1010 W. Jefferson Street – Paved Parking Lot (Parcel No. R1013004556)**

Development:

Block 68 South Mixed-Use Housing & Mobility Hub Project

LIST OF ATTACHMENTS

Attachment 1	Depiction of Block 68 S Mixed-Use Housing & Mobility Hub Development Project Site
Attachment 2	Legal Description of the Property
Attachment 3	Schedule of Performance
Attachment 4	Mobility Hub Project Document Framework
Attachment 5	[RESERVED]
Attachment 6	Joint Proposal
Attachment 7	Form of Deed
Attachment 8	Form of Amended Memorandum
Attachment 9	Certificate of Completion
Attachment 10	Green Building Certification
Attachment 11	Form of Escrow Instruction Letter
Attachment 12	Form of Type 4 Capital Improvement and General Assistance Reimbursement Agreement
Attachment 13	Active Ground Floor Street Frontages
Attachment 14	Form of Reconveyance Deed

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AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION and BLOCK 68 SOUTH DEVELOPMENT LLC, an Idaho limited liability company ("Developer"). This Agreement restates in its entirety that certain Disposition and Development Agreement entered into between the Agency and Developer, effective December 15, 2022 (the "Original Disposition and Development Agreement"). Agency and Developer may each individually be referred to as a "Party" or collectively referred to as the "Parties." All Attachments to this Agreement supersede and replace the attachments approved with the Original Disposition and Development Agreement. The Parties agree as follows:

1. DEFINITIONS

"11th Street Bikeway & Streetscape Capital Improvements Project" or "Rebuild 11th Street" means the Agency's capital improvement project for the 11th Street public right-of-way between State Street and River Street, also known as Rebuild 11th Street, in partnership with the City of Boise and the Ada County Highway District, to construct the full ridge-to-rivers bicycle connection on 11th Street, together with streetscape improvements, fiber optic conduit installation and pavement maintenance, as further described in Section 12 and **Attachment 12**.

"Access Agreements" has the meaning ascribed to it in Section 3.1.

"Agency" means The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho, and any assignee of or successor to its rights, powers, and responsibilities under this Agreement.

"Agency Board" or "Board" means the Board of Commissioners of the Agency.

"Agency Closing Conditions" has the meaning ascribed to it in Section 7.3.1.

"Agency Garage Unit" has the meaning ascribed to it in Section 2.5.

"Agreement" has the meaning ascribed to it in the first paragraph of this document.

"Agreement to Negotiate Exclusively" or "ANE" means the Agreement to Negotiate Exclusively executed by the Agency on March 14, 2022, and by Block 68 Development LLC, on March 8, 2022, prior to identifying the Developer for the Private/Public Project, and as subsequently amended on October 10, 2022, to extend the Negotiation Period, as defined therein.

“Amended Memorandum” means a summary of this Agreement in the substance and form attached hereto as **Attachment 8**, to be recorded in the office of the Recorder of Ada County, Idaho, following the Effective Date of this Agreement.

“BikeBOI” means bicycle parking, and related facilities, located in certain ParkBOI structured parking garages.

“Block 69 DDA” has the meaning ascribed to it in Section 2.1.1.

“Block 69 Developer” has the meaning ascribed to it in Section 2.1.1.

“Certificate of Completion” means the Certificate of Completion for the Project, as ascribed to it in Section 11.1 and in the substance and form of the draft certificate of completion attached to this Agreement as **Attachment 9**.

“City” or “City of Boise” means the City of Boise, Idaho.

“Close” and “Closing” refer to that point in time when a deed held in Escrow is recorded in the office of the Recorder of the county in which the subject property is located and funds due to Agency upon delivery of the deed are available for distribution from the Escrow to Agency, notwithstanding that such funds may not actually be distributed due to wire transfer deadlines or similar circumstances.

“Closing Date” means the date of the Closing.

“Collective Projects” has the meaning ascribed to it in Section 2.1.1.

“Completion Guarantor” has the meaning ascribed to it in Section 4.1.1.

“Completion Guaranty” has the meaning ascribed to it in Section 4.1.1.

“Deed” means the Special Warranty Deed.

“Deposit” has the meaning ascribed to it in Section 7.1.2.

“Design Development Drawings” has the meaning ascribed to it in Section 9.6, including any approved revisions.

“Developer” means Block 68 South Development LLC, an Idaho limited liability company, any Developer Affiliate that takes title to any portion of the Property under this Agreement, and any other permitted assignee or successor in interest as herein provided.

“Developer Affiliate” has the meaning ascribed to it in Section 2.4.2.

“Developer Condominiums” has the meaning ascribed to it in Section 2.5.

“Developer Closing Conditions” has the meaning ascribed to it in Section 7.3.2.

“Due Diligence Activities” has the meaning ascribed to it in Section 3.1.

“Due Diligence Extensions” has the meaning ascribed to it in Section 3.1.

“Due Diligence Investigations” has the meaning ascribed to it in Section 3.1.

“Due Diligence Materials” has the meaning ascribed to it in Section 3.1.

“Due Diligence Period” has the meaning ascribed to it in Section 3.1.

“Effective Date” has the meaning ascribed to it in Section 16.8.

“Environmental Reports” means the Phase I Environmental Site Assessment, prepared by Terracon Consultants, Inc. for Original DDA Parcel, dated February 8, 2018; the Phase 1 Environmental Site Assessment, prepared by Atlas Technical Consultants for Original DDA Parcel, dated August 31, 2022; and the Phase 1 Environmental Site Assessment, prepared by Sage Environmental Services, LLC, for the Paved Parking Lot located at 1010 W. Jefferson Street, dated January 20, 2023.

“Escrow” means the escrow set up by the Parties with the Escrow Agent with respect to the acquisition of the Property.

“Escrow Agent” means TitleOne Corporation, having an address of 1101 W. River St., Suite 201, Boise, Idaho 83702.

“Escrow Instruction Letter” means the joint escrow instructions for the Escrow signed by the Parties in the substance and form of the draft Escrow Instruction Letter attached hereto as **Attachment 11**.

“Executive Director” means the current Executive Director of the Agency.

“Final Construction Documents” means the full stamped set of construction documents submitted for approval by the City’s Planning and Development Services Building Division for issuance of a building permit for the Private/Public Project (covering both the Mixed-Use Housing and the Mobility Hub components of the Mixed-Use Housing and Mobility Hub Project), including, but not limited to, site improvements and a landscaping and grading plan.

“Form of Type 4 Capital Improvement and General Assistance Reimbursement Agreement” or “Type 4 Agreement” means the certain agreement to be entered into on or before

Closing by and between Agency and Developer regarding construction and/or reimbursement of certain public improvements related to certain Public Project Improvements and the Rebuild 11th Street project, as further described in Section 12 and **Attachment 12**.

“Green Building Certification” means the Green Building Certification executed by J. Dean Papé, on behalf of the Joint Proposal, on July 3, 2021, attached hereto as **Attachment 10**.

“Green Building Code” means the Boise City Green Construction Code, Boise City Code, Title 9, Chapter 13, as amended, in place as of the date of the Green Building Certification.

“Hazardous Materials” means any substance, material, or waste which is (1) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” or “restricted hazardous waste” under any provision of federal or Idaho law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251, *et seq.* (33 U.S.C. § 1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a “hazardous substance” pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (42 U.S.C. § 6903); (8) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.* (42 U.S.C. § 9601); or (9) determined by Idaho, federal, or local governmental authority to be capable of posing a risk of injury to health, safety, or property, including underground storage tanks.

“Joint Proposal” has the meaning set forth in Section 2.1.1.

“Land Exchange” means the exchange of Agency-owned real property addressed as 421 N. 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) for YMCA-owned real property addressed as 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004651), 1177 W. State Street, Boise, Idaho 83702 (Parcel # R1013004631) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004640), as contemplated in the Joint Proposal and as memorialized in the Land Exchange Agreement, by and between the Agency and YMCA.

“Land Exchange Agreement” means the Amended and Restated Real Property Exchange Agreement, by and between the Agency and YMCA, dated October 10, 2022, memorializing the Land Exchange as contemplated in the Joint Proposal, plus additional funds, and as may be amended, or amended and restated.

“Lender” has the meaning ascribed to it in in Section 4.4.1.

“Local Project Manager” means the designated contacts for the Developer, specifically, J. Dean Papé, of deChase Miksis, and Jill Sherman, of Edlen & Company.

“Lot Consolidation” has the meaning ascribed to it in Section 2.8.

“Manager” has the meaning ascribed to it in Section 2.7.

“Market Rate Units” means approximately one hundred eighty-five (185) units rented at market rate or as senior housing.

“Memorandum” means a summary of the Original Disposition and Development Agreement recorded in the office of the Recorder of Ada County, Idaho, on December 16, 2022, as Instrument Number 2022-099354.

“Mixed-Use Housing” has the meaning ascribed to it in Section 2.5.

“Mixed-Use Housing and Mobility Hub Project” or “Project” has the meaning ascribed to it in Section 2.5.

“Mobility Hub” has the meaning ascribed to it in Section 2.5.

“Mobility Hub Global Term Sheet” has the meaning ascribed to it in Section 5.2.

“Mobility Hub Project Document Framework” means the summary of key documents related to the Parking Agreements in the substance and form attached hereto as **Attachment 4**.

“Mobility Hub Proposal” has the meaning ascribed to it in Section 5.2.

“Mortgage” has the meaning ascribed to it in Section 4.4.

“Original Disposition and Development Agreement” or “Original DDA” has the meaning ascribed to it in the first paragraph of this document.

“Original DDA Effective Date” means December 15, 2022.

“Original DDA Parcel” means the real property located at 1010 West Jefferson Street, Boise, Idaho as shown on **Attachment 1** and legally described on **Attachment 2** (Parcel No. R1013004553).

“ParkBOI” means downtown Boise’s public parking system currently including six (6) structured parking garages.

“Parking Agreements” means the certain agreements to be entered into on or before Closing by and between Agency and Developer concerning the acquisition of public parking stalls and the management of the garage, including but not limited to the Purchase and Sale Agreement for the Agency Garage Unit; the Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium; and the Parking Management Agreement.

"Parking Purchase Price" has the meaning ascribed to it in Section 5.1.

"Party" has the meaning ascribed to it in the first paragraph of this Agreement.

"Parties" has the meaning ascribed to it in the first paragraph of this Agreement.

"Paved Parking Lot" means that portion of the Property located at 1010 West Jefferson Street, Boise, Idaho as shown on **Attachment 1** and legally described on **Attachment 2** (Parcel No. R1013004556).

"Permitted Title Exceptions" has the meaning ascribed to it in Section 7.3.2(c).

"Permitted Transfer" has the meaning ascribed to it in Section 2.7.

"Permitted Transferee" has the meaning ascribed to it in Section 2.7.

"Plan Area" means the area under the jurisdictional scope of the Redevelopment Plan.

"Private/Public Project" means the project that is the subject of this Agreement and more particularly described in Section 2.5.

"Project" or "Mixed-Use Housing and Mobility Hub Project" has the meaning ascribed to it in Section 2.5.

"Project Area" means the Project Area identified in the Redevelopment Plan.

"Project Budget" has the meaning ascribed to it in Section 4.1(a).

"Property", "Site" and "Block 68 S" means the real property as shown on **Attachment 1** and legally described on **Attachment 2**, including the entire half-block of Block 68, located on Jefferson Street between 10th Street and 11th Street consisting of the Original DDA Parcel and Paved Parking Lot.

"Public Project Improvements" means the certain public infrastructure improvements in or adjacent to, or being relocated to, the public right-of-way adjacent to the Site, and subject to a Type 4 Capital Improvement and General Assistance Reimbursement Agreement to be entered into by and between Agency and Developer regarding reimbursement of the actual eligible costs of certain public infrastructure improvements as further described in Section 12 and **Attachment 12**.

"Purchase and Sale Agreement" means the certain agreement to be entered into on or before Closing by and between Agency and Developer regarding Agency's purchase of the Agency

Garage Unit, which may be attached to a reservation agreement setting forth the approved form Purchase and Sale Agreement.

“Purchase Price” has the meaning ascribed to it in Section 7.1.1.

“Reconciliation Reuse Appraisal” has the meaning ascribed to it in Section 6.1.

“Redevelopment Plan” means the Urban Renewal Plan, Westside Downtown Urban Renewal Project as recommended by Agency and approved by City on December 4, 2001, by City Council Ordinance No. 6108, and as subsequently amended to add area pursuant to the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project, as recommended by Agency and approved by City on December 1, 2020, by City Council Ordinance No. ORD-45-20.

“Reuse Appraisal” has the meaning ascribed to it in Section 6.1.

“Reuse Appraiser” has the meaning ascribed to it in Section 6.1.

“Reuse Appraisal Data” has the meaning ascribed to it in Section 6.2.

“Revised Design” has the meaning ascribed to it in Section 9.4.

“RFP” has the meaning ascribed to it in Section 2.1.1.

“Schedule of Performance” means the schedule attached to this Agreement as **Attachment 3**.

“Schematic Design Documentation” has the meaning ascribed to it in Section 9.5, including any approved revisions.

“Schematic Design Drawings” has the meaning ascribed to it in Section 9.5, including any approved revisions.

“Scope of Development” means Developer’s preliminary concepts for the development of the Project included in the Joint Proposal.

“Site” or “Block 68 South” means the Property as depicted on **Attachment 1**.

“SLHS” means St. Luke’s Regional Medical Center, Ltd., an Idaho non-profit corporation.

“Special Warranty Deed” means a deed in the substance and form of the draft deed attached hereto as **Attachment 7**.

“Supplemental Title Objections” has the meaning ascribed to it in Section 3.2.

“Title Company” means TitleOne Corporation, having an address of 1101 W. River St., Suite 201, Boise, Idaho 83702.

“Title Objections” has the meaning ascribed to it in Section 3.2.

“Title Policy” has the meaning ascribed to it in Section 7.3.2(c).

“Title Report” has the meaning ascribed to it in Section 3.2.

“Title Review Period” has the meaning ascribed to it in Section 3.2.

“Urban Renewal Law” has the meaning ascribed to it in Section 2.4.1.

“Workforce Housing Project” means the proposed development on Block 69 N and includes the proposed Land Exchange, and the proposed disposition of the Agency owned YMCA Parcels (defined below) (after completion of the Land Exchange) for the development of a Workforce Housing Project as defined and further described in the Block 69 North Disposition and Development Agreement, as may be amended.

“YMCA” means the Young Men’s Christian Association of Boise City, Idaho, an Idaho non-profit corporation.

2. SUBJECT OF AGREEMENT

2.1. Purpose of This Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan by memorializing the disposition of the Property to Developer to facilitate the Project for construction of a mixed-use high rise building and parking and mobility structure development within the Plan Area.

2.1.1. Project Background and Determination of Site

Agency owns certain real property addressed as 421 North 10th Street,¹ Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the “Agency Development Parcels”). In accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the

¹ It is anticipated 421 N. 10th Street will be conveyed pursuant to the terms of the Block 69 North Disposition and Development Agreement, dated October 10, 2022, as amended from time to time, subject to the terms of a Land Exchange as set forth in the Joint Proposal, for the development of the Workforce Housing Project as proposed in the Joint Proposal.

Agency issued a Request for Proposals (“RFP”) on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance with the Plan through redevelopment of the Agency Development Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity.

Following the publication of the RFP in the Idaho Statesman, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and YMCA first (the “Joint Proposal”).

At a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal.

The Joint Proposal contemplated development beyond the Agency Development Parcels on Block 68 and seeks to develop certain real property addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which parcels are currently owned by the YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 N” (the “YMCA Parcels”). The Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to the YMCA for all or a portion of the YMCA Parcels to further support the development of the Workforce Housing Project.

The Joint Proposal also contemplated disposition of Original DDA Parcel to develop a Mixed-Use Housing and Mobility Hub Project (defined below), with the opportunity to expand the scope of the Project through the acquisition of the Paved Parking Lot previously owned by the State of Idaho located on Block 68 South and adjacent to the Original DDA Parcel.

Thereafter, a separate entity was formed to commence development activities contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company (now known as Block 68 North Development LLC). The Agency and Block 68 Development LLC entered into the ANE that outlined the process for disposing of the Agency Development Parcels, including the Land Exchange.

On October 10, 2022, the Agency and the YMCA entered into the Land Exchange Agreement.

Agency and Block 69 North Development LLC (the “Block 69 North Developer”), have heretofore entered into a Disposition and Development Agreement dated October 10, 2022, as approved by Agency Resolution No. 1789 (the “Block 69 North DDA”), and as may be amended from time to time, pursuant to which the Agency agreed to convey to the Block 69 North Developer the property acquired by Agency pursuant to the Land Exchange Agreement for the

development of the Workforce Housing Project as more fully described in the Block 69 North DDA.

Agency and Developer have heretofore entered into the Original Disposition and Development Agreement, pursuant to which the Agency agreed to convey to the Developer the Original DDA Parcel. Collectively, the Workforce Housing Project and the Mixed-Use Housing & Mobility Hub Project may be referred to as the “Collective Projects.”

The Block 69 North DDA and the Disposition and Development Agreement may be collectively referred to as the “DDAs.”

As contemplated in the Joint Proposal and the Disposition and Development Agreement, Developer acquired the Paved Parking Lot from the State of Idaho on March 6, 2023, for the purchase price of \$1,700,000 following submission of the highest bid to the State of Idaho.

The Agency and the Developer have continued to work together in good faith to perform under the terms of the DDAs. Because of several factors, including, but not limited to, challenging capital market conditions concerning financing underwriting, investor requirements, as well as the high cost of construction, supply chain issues, and labor shortages, the Developer requested revised terms of Agency participation in the Collective Projects as set forth in the letters from Developer to Agency dated April 28, 2023, and August 8, 2023.

The Agency Board, at its regularly scheduled board meeting on August 14, 2023, considered the staff recommendation and authorized departure from Agency Participation Program Type 5 policy and directed the Agency Executive Director to respond to the Developer’s requests, and to direct negotiation of implementation agreements or similar agreements to guide negotiation of amendments to the DDAs for future Board approval, and to direct negotiation of amendments to the DDAs, for future Board approval.

Based on the Developer’s requests and the Agency’s response, the Agency and the Developer have determined the Disposition and Development Agreement will need to be substantially amended to incorporate the revised terms. In order to expedite the continued progress under the DDAs, the Agency and the Developer entered into a Memorandum of Understanding (the “MOU”), dated August 30, 2023, as approved by Agency Resolution No. 1836, to guide the Agency and the Developer in the negotiation of those certain amendments to the DDAs and to memorialize the understanding the Agency and the Developer have reached concerning the performance under the DDAs. Pursuant to the MOU, and in furtherance of the Agency’s continued support for funding public parking in the Mobility Hub (as defined herein), the Agency acquired the Paved Parking Lot from Developer on November 1, 2023, for the purchase price of \$1,700,000. This property acquisition will reduce the cost per stall to allow Agency to purchase 205 parking stalls and BikeBOI facility in the Mobility Hub for \$11 million dollars. The Property will be conveyed to Developer pursuant to this Agreement. Developer will use sales proceeds of the Paved Parking Lot to support the success of the Mobility Hub.

This Agreement is premised upon the disposition of the Property to Developer and, thus, complies with the required notice provisions concerning the disposition of property by Agency as set forth in Idaho Code Section 50-2011.

This Agreement contemplates certain disposition and recording activities to occur in the following order: (i) the Agency will dispose of the Property to the Developer pursuant to the terms and conditions of this Agreement for the development of the Mixed-Use Housing and Mobility Hub Project and (ii) recordation of the condominium plat and condominium declarations.

2.2. The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan.

2.3. The Project Area

The Project Area is located in the Plan Area, and the exact boundaries thereof are specifically described in the Redevelopment Plan.

2.4. Parties to This Agreement

2.4.1. Agency

Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended and the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended (collectively the "Urban Renewal Law"). The Agency's office is located at 121 N. 9th Street, Ste. 501, Boise, Idaho.

2.4.2. Developer

Developer is Block 68 South Development LLC, an Idaho limited liability company. The principal office of Developer is located at 401 West Idaho Street, Boise, Idaho 83702. Developer reserves the right pursuant to Section 2.7 to transfer its rights under this Agreement as authorized herein, including the right to have the Property to which it is to take title hereunder conveyed to and developed by an affiliated entity that Developer (or the current managers of Developer) controls ("Developer Affiliate").

2.4.3. Developer's General Contactor

Developer has selected McAlvain Companies, Inc., an Idaho corporation, and Andersen Construction Company of Idaho LLC, an Idaho limited liability company, who have entered into a joint venture to be the general contractor on the Private/Public Project (the "General

Contractor”). The qualifications and identity of Developer’s general contractors are of particular concern to Agency, particularly as the Agency intends to purchase the Agency Garage Unit. In the event Developer desires to select another general contractor for the Private/Public Project other than the contractors identified in materials supplied to the Agency by Developer, Developer agrees to notify Agency of its intent to select another general contractor, provide the identity of the substitute general contractor, and provide Agency with the substitute general contractor’s certification of (i) its financial capacity, and (ii) evidence the substitute general contractor has the same or better experience with construction of projects similar to the Project. Following submission of the above, the Executive Director’s consent to Developer’s selection of the substitute general contractor shall be in writing, which consent may not be unreasonably withheld, conditioned, or delayed so long as the substitute general contractor has the same or better net worth as the original general contractor and the same or better experience with construction of projects similar to the Private/Public Project.

2.5. The Private/Public Project

The Private/Public Project that is the subject of this Agreement includes, in part, the proposed development on the Site of an approximately 15-story high rise building that will include active ground floor space, residential amenities, flexible commercial space, public/private vehicular and bike parking and mobility structure (the “Mobility Hub”), and approximately eight (8) floors including 185 Market Rate Units (the “Mixed-Use Housing”). Collectively, the development comprising the Mobility Hub and Mixed-Use Housing is also referred to as the “Mixed-Use Housing and Mobility Hub Project” or “Project.”

The first floor flexible commercial space component of the Mixed-Use Housing and Mobility Hub Project includes approximately 18,600 square feet. The flexible commercial space could accommodate office, medical clinic/healthcare space, retail, or a childcare facility. Active use of the ground floor space on 11th Street and a portion of Jefferson Street is critical for the overall success of the Project and was contemplated by the RFP and the Joint Proposal. For purposes of this Project, an active use on the ground floor means a use that promotes an active pedestrian environment, provides direct access to the general public from the sidewalk (or other public open space), provides active visual engagement between people in the street and people in the building, and conceals other non-active uses. Active uses supporting the Agency’s goals include retail, restaurants, coffee shops, galleries, childcare facilities, and personal service establishments. A lobby for the Mixed-Use Housing could meet the intent of an active use if there is an interaction with the public, such as including a restaurant or bar in the entrance lobby. The Developer will commit to not locating any medical clinic/healthcare use on the active ground floor street frontages as identified on **Attachment 13**.

The Mixed-Use Housing and Mobility Hub Project will be subject to a commercial condominium creating various units for parking, residential, and commercial use (the “Developer Condominiums”). The Mobility Hub includes structured parking with a ramped deck design

including a total of approximately 571² parking stalls. It is contemplated the Agency will own 205 parking stalls to be a separate parking condominium unit to be acquired by the Agency pursuant to a Purchase and Sale Agreement (the “Agency Garage Unit.”). The purchase price for the Agency Garage Unit will also include certain bicycle amenities/storage (“BikeBOI”). Developer will own, lease, or sell the remaining parking stalls with the intention that the garage will be primarily co-mingled, and all parking condominiums will be operated by ParkBOI using the parking operator then managing ParkBOI³. It is further contemplated the Agency will make available to the Workforce Housing Project⁴ tenants located on Block 69 North, not less than sixty-five (65) residential parking passes in the Agency Garage Unit, operated and managed by ParkBOI, to be sold at market rate as established by the Agency and to be further described in the Parking Agreements. The Mixed-Use Housing and Mobility Hub Project is generally guided by the RFP, the Joint Proposal, and additional information obtained pursuant to the terms of the ANE.

The Mixed-Use Housing and Mobility Hub Project unit mix as set forth in the Joint Proposal included seventy-one (71) studio apartments, one hundred six (106) one-bedroom apartments, and fifty-three (53) two-bedroom apartments. Unit sizes as set forth in the Joint Proposal range from approximately 550 to 850 square feet. Final unit mix and project rental requirements will be consistent with the Joint Proposal and overall Agency goals set forth in the RFP. To the extent the Market Rate Units are senior housing, the Market Rate Units may be age restricted and may be managed by Nile Living, or another operator with similar or greater experience in managing and operating senior housing.

The Mixed-Use Housing and Mobility Hub Project is anticipated to be LEED Certified and Developer is bound by the Green Building Certification, dated July 3, 2021, and executed by J. Dean Papé and submitted with the Joint Proposal (**Attachment 10**). The Mixed-Use Housing and Mobility Hub Project shall be constructed consistent with the City of Boise’s Green Construction Code in place as of the date of the Green Building Certification. In the event the Green Construction Code does not pertain to the construction type, Developer will obtain written confirmation from a Boise City building official that the Mixed-Use Housing and Mobility Hub Project meets or exceeds the Green Construction Code in place as of the Effective Date consistent with the requirements set forth in Boise City Code, Title 9, Chapter 13 as if the Mixed-Use Housing and Mobility Hub Project was governed by the Green Construction Code.

In addition to the Mixed-Use Housing and Mobility Hub Project, the development of Block 68 S and adjacent public property may also include public infrastructure improvements related

² The Joint Proposal contemplated a flat deck design that would accommodate approximately 469 stalls. Based on additional negotiations and input from the Agency Board, the Parties agreed to move forward with a ramped deck design increasing the total number of parking stalls.

³ The Parties recognize maintenance and operations of the Mobility Hub will be negotiated with the condominium owners.

⁴ It is anticipated 421 N. 10th Street will be conveyed pursuant to the terms of the Block 69 North DDA, as may be amended or amended and restated from time to time, subject to the terms of a Land Exchange as set forth in the Joint Proposal, for the development of the Workforce Housing Project as proposed in the Joint Proposal.

to that portion of the Rebuild 11th Street Project adjacent to the Site and may include other Public Project Improvements, as more specifically described in Section 12, and the Type 4 Agreement, and any other improvements installed for the benefit of the public as part of the Project.

Collectively, the Mixed-Use Housing and Mobility Hub Project, the portion of the Rebuild 11th Street Project to be undertaken by Developer, and the Public Project Improvements are referred to as the "Private/Public Project."

The Mixed-Use Housing and Mobility Hub Project will substantially conform to the Scope of Development as set forth in the Joint Proposal, with the revised design as contemplated by the Parties during the ANE Negotiation Period, and as further refined through the design process as set forth in Section 9.

2.6. Disposition Does Not Contemplate Land Speculation

Developer represents and warrants that each of its undertakings pursuant to this Agreement are and will be used for the purpose of the development of the Private/Public Project in compliance with the Urban Renewal Law, and not for speculation in landholding. Agency's conveyance of the Property to Developer is for the express purpose of constructing the Private/Public Project and no substitution or replacement project is permitted under the terms of this Agreement without the express written permission from the Agency Board.

2.7. Selection of Developer

Developer further recognizes that in view of:

- (1) The importance of the Project as part of the development of the Property to the general welfare of the community;
- (2) the reliance by Agency on the real estate expertise of Developer and the continuing interest which Developer will have in the Project to assure the quality of the use, operation, and maintenance of the development thereof; and
- (3) the fact that a change in control of Developer or any other act or transaction involving or resulting in a change with respect to the identity of the parties in control of Developer as of the Effective Date (other than in the event of death or incapacity of any non-entity manager of Developer), or the degree thereof may be for practical purposes a transfer or disposition of any portion of the Project;

that the qualifications and identity of Developer are of particular concern to Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with Developer. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. Except as provided herein,

Developer shall not assign all or any part of this Agreement without the prior written approval of Agency.

Developer warrants and represents to Agency that Developer is a manager-managed limited liability company. The sole managers of Developer are J. Dean Papé, and Jill Sherman, respectively (each a “Manager”, or collectively, the “Managers”). J. Dean Papé is acting pursuant to the authority granted to him by deChase Development Services LLC and Jill Sherman is acting pursuant to the authority granted to her by Edlen and Co., LLC. Collectively, the Managers have full and exclusive authority, power, and discretion to manage and control the business and affairs of Developer relating to the acquisition of the Property and development of the Private/Public Project, without the need for approval by the members of Developer. A copy of the Operating Agreements for deChase Development Services LLC and Edlen and Co., LLC was previously provided to Agency, which Operating Agreements confirmed the authority of J. Dean Papé, and Jill Sherman to manage and control the business and affairs of Developer with the requisite authority granted by deChase Development Services LLC and Edlen and Co., LLC. A copy of Developer’s Operating Agreement confirming the authority of J. Dean Papé, and Jill Sherman to manage and control the business and affairs of Developer was previously provided to Agency. The following shall not be changed without the prior written approval of the Agency Board until the Certificate of Completion has been issued: (a) the structure of Developer as a manager-managed limited liability company; (b) the identity of the Managers; (c) a reduction in number of Managers; (d) the authority of the Managers as it relates to the Property and the Private/Public Project (other than in the event of death or incapacity of any non-entity Manager of Developer); and (e) Edlen & Company and deChase Miksis/ deChase Development Services LLC continue to be members of Developer. The representations and warranties made in this paragraph are true and correct as of the Effective Date.

It shall not be unreasonable for Agency to withhold its approval to assign all or any part of this Agreement when using criteria such as those used by this Agency in selecting redevelopers for similar developments, or because the proposed transferee does not have the current financial strength, the experience, or reputation for integrity equal to or better than deChase Development Services LLC and Edlen and Co., LLC as of the Effective Date. Developer shall promptly notify Agency of any and all changes whatsoever in the identity of the Managers. This Agreement may be terminated by Agency if there is any significant change (voluntary or involuntary) in the management or control of Developer in violation of this Agreement (other than such changes occasioned solely by the death or incapacity of an individual of any non-entity Manager or Developer) that has not been approved by the Agency Board prior to the time of such change, if such change occurs prior to the issuance of the Certificate of Completion. Notwithstanding the foregoing, Agency consents to the assignment of this Agreement to Block 68 South Investment LLC, an Idaho limited liability company, at or prior to Closing. Developer represents and warrants that Block 68 South Investment LLC will be controlled by Developer through its Managers such that Developer and its Managers have full and exclusive authority, power, and discretion to manage and control the business and affairs of Block 68 South Investment LLC the assignee of Developer’s rights and obligations hereunder relating to the

acquisition of the Property and development of the Private/Public Project. Developer and Block 68 South Investment LLC (the "Permitted Transferee") shall execute an assignment and assumption agreement and deliver the same to Agency prior to Closing (a "Permitted Transfer"). After the Permitted Transfer, the Permitted Transferee shall be Developer for the purposes of this Agreement.

Notwithstanding any other provisions hereof, prior to issuance of the Certificate of Completion, Developer or the Permitted Transferee reserves the right, at its discretion and without the prior written consent of Agency, subject to the disclosure requirements set forth below, to have investors in the Private/Public Project, provided that Developer maintains operating control for day-to-day operations and development of the Private/Public Project and remains fully responsible to Agency as provided in this Agreement with respect to the Property. This section is not deemed to preclude mortgage-lender participation and conditions therein, provided such mortgage-lender participation complies with this Agreement.

Prior to the issuance of the Certificate of Completion, Developer is required to make full disclosure to Agency of its principals, officers, managers, and key managerial employees involved in the Private/Public Project and all similar material information concerning Developer, to the extent relevant to the performance hereunder. Developer may be required to identify the financial capability of its investors through redacted subscription agreements of the same or similar form provided to any Lender for the limited purpose of establishing evidence of project equity financing provided such information shall not be subject to public disclosure by the Agency (unless otherwise in the public record), and as further described in Section 15.10.

2.8 Lot Consolidation. To facilitate development of the Property, subject to the terms and conditions set forth in this Agreement, the Agency will allow Developer to pursue, at its sole cost and expense, surveying, and governmental approval to accomplish the consolidation of the Property into one legal lot, including recordation of the record of survey prior to Closing (the "Lot Consolidation"). The Agency will reasonably cooperate in this effort including signing a limited statement of legal interest or such similar required document.

3. RIGHT OF ENTRY/REVIEW OF TITLE

3.1. Right of Entry; Developer's Investigations

3.1.1. Due Diligence Activities

The Parties previously entered into an Access Agreement on June 6, 2022, which was subsequently amended by the First Amendment to the Access Agreement, dated June 30, 2022, to add the YMCA as a party, and which was further subsequently amended by the Second Amendment to the Access Agreement, dated September 6, 2022, to extend the termination of the Access Agreement, which agreement may be further amended from time to time (collectively, the "Access Agreement"). Subject to the terms and conditions of the Access

Agreement, the Agency and YMCA granted Developer a limited, revocable license and right to reasonably access the Agency Development Parcels and the YMCA Parcels (as defined in the Access Agreement) for the purpose of conducting due diligence as further described therein (the “Due Diligence Investigations”), including any reports, testing results, studies, or other information related to Agency Development Parcels and the YMCA Parcels as further described therein (the “Due Diligence Materials”). Developer also previously conducted due diligence investigations following its acquisition of the Paved Parking Lot. Collectively, the Due Diligence Investigations on the Original DDA Parcel, the Due Diligence Materials and the due diligence conducted on the Paved Parking Lot and related reports, testing results and studies are referred to as the “Due Diligence Activities.”

Developer, Agency and YMCA entered into the Extension to Due Diligence Deadline, dated March 17, 2023, to accommodate additional due diligence activities, which agreement was subsequently amended by the Second Extension to Due Diligence Deadline, dated April 27, 2023, and was subsequently amended by the Third Extension to Due Diligence Deadline, dated June 13, 2023, and was subsequently amended by the Fourth Extension to Due Diligence Deadline, dated August 9, 2023, extending the due diligence deadline to December 15, 2023 (the “Due Diligence Period”) (collectively, the Extensions to Due Diligence Deadline, as amended, are referred to as the “Due Diligence Extensions”). The Due Diligence Activities related to the Property are completed and the results of the Due Diligence Activities have been shared with the Agency pursuant to the Access Agreement and this Agreement. No additional Due Diligence Activities will occur on the Property and the parties are satisfied with the results of the Due Diligence Activities. Developer has deemed the Due Diligence Activities of the Property to be satisfactory and waives the right to terminate this Agreement before the expiration of the Due Diligence Period.

3.1.2. Right of Entry; Access

Subject to the conditions set forth herein, including the insurance and indemnity provisions set forth in Section 10, Developer and its agents, contractors, consultants, and employees are hereby given permission to access the Property at all reasonable times until the Closing (or earlier termination of this Agreement), during normal business hours, for the purpose of conducting tests and inspections of the Property, including surveys and architectural, engineering, geotechnical and environmental inspections and tests; provided, however, any intrusive or invasive investigations (e.g., core sampling, and including, without limitation, any environmental testing other than a Phase I or Phase II Environmental Site Assessment or update to any prior environmental assessments) shall be subject to Agency's prior written consent, which consent shall not be unreasonably withheld.

Developer shall provide to Agency, promptly upon completion and receipt of the same and at no cost or expense to Agency, a list of all reports, studies and test results prepared by Developer's consultants and copies of any of the above-listed materials. All of the foregoing inspections shall be performed by Developer at Developer's sole cost and expense.

As a condition to any such entry, inspection or testing, Developer shall (a) notify Agency in advance of the date and purpose of the intended entry and provide to Agency the names and/or affiliations of the persons entering the Property; (b) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property; (c) comply with all applicable laws and governmental regulations; (d) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed by or on behalf of Developer; (e) maintain or assure maintenance of workers' compensation insurance on all persons entering the Property in the amounts required by the State of Idaho; and (f) promptly repair any and all damage to the Property caused by Developer, its agents, employees, contractors, or consultants and return the Property to its original condition following Developer's entry.

Developer shall indemnify, defend, and hold harmless Agency, and its officers, officials, representatives, members, employees, volunteers and agents from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the entries of Developer, its agents, contractors, consultants, and employees upon the Property or from Developer's failure to comply with the conditions to Developer's entry onto the Property pursuant to the terms of the Access Agreement, and as otherwise provided for herein; provided however, the indemnity shall not extend to protect Agency from any pre-existing liabilities for matters merely discovered by Developer on the Original DDA Parcel (e.g., latent environmental contamination) or for matters arising from the negligent or wrongful act or omission of Agency, or its respective officers, agents, or employees, from conduct resulting in an award of punitive damages against Agency during the Agency's ownership of the Property, or for matters which Agency has agreed to indemnify Developer. Such indemnities shall survive the Closing or the termination of this Agreement for any reason.

3.2. Review of Title; Approved Title Exceptions

Prior to the Effective Date of this Agreement, Developer received the Commitment for Title Insurance and underlying title documents disclosed therein for the Original DDA Parcel, issued by the Title Company under Commitment No. 22466601 having an effective date of November 14, 2022, and an ALTA Survey for the entirety of the Property. Within fifteen (15) days of the Effective Date, Developer will receive the updated Commitment for Title Insurance and underlying title documents disclosed therein for the Property to include the Paved Parking Lot, issued by the Title Company (the "Title Report").

Developer shall notify Agency in writing of its objections of any exception shown in the Title Report ("Title Objections") within thirty (30) days of Developer's receipt of the Title Report ("Title Review Period"). If Developer does not give such notice within such thirty (30) day period, such failure shall be conclusively deemed to be Developer's approval of those matters.

If Developer has any Title Objections, Agency will have thirty (30) days after receipt thereof to notify Developer that Agency (a) will cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to Developer. Agency's failure to notify Developer within such thirty (30) day period as to any Title Objections shall be deemed an election by the Agency not to remove or have the Title Company insure over such Title Objection. The failure to cure any Title Objection as specifically agreed to by the parties constitutes a breach of this Agreement.

All matters shown on the Title Report, except monetary encumbrances and leaseholds (which shall be removed without the need for Developer to make any Title Objections relating thereto) and those Title Objections which Agency agrees to satisfy or are otherwise obligated to satisfy at or prior to Closing pursuant to this Section, shall be "Permitted Exceptions."

If Agency notifies or is deemed to have notified Developer that it shall not remove nor have the Title Company insure over any or all of the Title Objections within the time periods provided herein, then Developer shall have twenty (20) days to respond to the Title Objections to either (a) terminate this Agreement; or (b) waive the Title Objections and proceed to Closing, without any abatement or reduction in the purchase price of the Property on account of such Title Objections; or (c) propose an abatement or reduction in the purchase price of the Property on account of such Title Objections, which the Agency shall have five (5) business days to accept or reject. In the event of a termination, all rights and obligations of the Parties under this Agreement shall terminate and be of no further force or effect, except to the extent the same expressly survive the termination hereof.

If Developer does not give notice within said period, then Developer shall be deemed to have elected to waive the Title Objections.

Not less than twenty (20) business days prior to the Closing, Developer shall obtain a supplement to the Title Report (with the understanding that Developer shall have the right to order updates to the Title Report at any time prior to Closing) disclosing any new title matters that may adversely affect the development of the Project, not disclosed to Developer prior to the Effective Date. Developer shall have five (5) business days from receipt of such supplemental title report (and all underlying documents referenced therein) to notify Agency of any objections ("Supplemental Title Objections") it may have with respect to the supplemental title report.

If Developer does not give such notice within such five (5) business day period, such failure shall be conclusively deemed to be Developer's approval of those matters.

If Developer has any Supplemental Title Objections, Agency shall have five (5) business days after receipt thereof to notify Developer that Agency (a) will cause or (b) elects not to cause any or all of the Supplemental Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to Developer. Agency's failure to notify Developer within such five (5) business day period as to any Supplemental Title Objections shall

be deemed an election by the Agency not to remove or have the title company insure over such Supplemental Title Objection. The failure to cure any Supplemental Title Objection as specifically agreed to by the Parties constitutes a breach of the Agreement.

If Agency notifies or is deemed to have notified Developer that Agency shall not remove nor have the Title Company insure over any or all of the Supplemental Title Objections within the time periods provided herein, then Developer shall have three (3) business days to respond to Supplemental Title Objections to either (a) terminate this Agreement; or (b) waive the Supplemental Title Objections and cause Agency to proceed to Closing, without any abatement or reduction in the purchase price on account of such Supplemental Title Objections; or (c) propose an abatement or reduction in the purchase price on account of such Supplemental Title Objections, which the Agency shall have two (2) business days to accept or reject. To the extent there is an unforeseen encumbrance clouding title, the parties agree to promptly and reasonably cooperate with each other in good faith to resolve the title issue to allow the transaction to proceed.

If Developer does not give notice within the applicable time period for Supplemental Title Objections, Developer shall be deemed to have elected to waive the Supplemental Title Objections, as applicable. Developer shall be entitled to request additional endorsements to the final Title Policy and to obtain extended Title policy, at no cost or expense to Agency but with Agency's reasonable and customary cooperation, including the execution of a customary and commercially reasonable owner's affidavit as required by the Title Company, unless the same are necessary to satisfy or remove any Title Objection or Supplemental Title Objections.

3.3. Compliance with Laws

Developer shall comply with applicable laws and building codes with respect to any investigations on the Property prior to Closing.

3.4. Demolition and Clearance

The Parties acknowledge there will not be any pre-Closing demolition of any structures existing on the Property in preparation for development of the Project. It is expected that within sixty (60) days of Closing, the City will issue demolition and grading/utilities permits and Developer will immediately commence demolition and clearance on the Site, with the building permit for the Mixed-Use Housing and Mobility Hub Project to be issued within one hundred fifty (150) days of Closing. Cost estimates for demolition and clearance, any environmental remediation, and any site and soil remediation, including soil compaction, shall be included in the Reuse Appraisal as a development cost.

4. EVIDENCE OF PROJECT FINANCING

4.1. Submission of Preliminary Evidence of Financing

No later than April 30, 2024, or such later time as may be approved by Agency Executive Director, Developer shall submit to Agency's Executive Director evidence reasonably satisfactory to the Executive Director that Developer will have at or before Closing the financial capability necessary for the construction of the Private/Public Project pursuant to this Agreement. Preliminary evidence of financing submitted to the Agency may be subject to the Public Records Act, Title 74, Chapter 1, Idaho. To the extent Developer claims any part of the submission as required under this Section is exempt from disclosure, the submission process is outlined in Section 15.10. Such preliminary evidence of financial capability may include all of the following depending on the structure of the final financing of the Private/Public Project. Financing documents will be provided for Private/Public Project:

- (a) Reliable cost estimates for Developer's total cost of developing the Private/Public Project (including both "hard" and "soft" costs) ("Project Budget").
- (b) A copy of a loan term sheet evidencing a construction loan, obtained by Developer from a qualified lender supervised, approved, regulated, or insured by any agency of the Federal government, in part, identifying Developer as the borrower, including the amount to be loaned, interest rate, term of financing, covenants, closing deliverables, required guarantees and collateral, and any expiration date, of such term sheet.
- (c) When available, copies of equity investor subscription agreements (redacted as reasonably necessary to protect the individual information about each investor) committing funding solely for this Private/Public Project, including the subscription amount and timing for each contribution during the construction of the Private/Public Project. The financial documentation to be reviewed may depend on the type of equity investor.
- (d) Copies of executed reservation agreements, including purchase and sale agreements attached as exhibits thereto, with Mobility Hub condominium purchasers, YMCA, Developer, and SLHS, as applicable, including reasonable assurances of each purchasing party's financial ability to consummate the contemplated transactions on the terms and conditions contained therein and copies of any executed leases with commercial tenants.
- (e) Statement from Developer outlining how debt and equity funds will be used to construct the Private/Public Project, i.e., Mobility Hub will be constructed using equity contributions.
- (f) A copy of a loan term sheet evidencing permanent or mini-permanent financing for a period of time beyond the construction completion date of the Private/Public Project (which may include the original construction financing term sheet with a

financing term that extends beyond such construction completion date), obtained by Developer from a qualified lender supervised, approved, regulated, or insured by any agency of the Federal government, in part, identifying Developer as the borrower, including the amount to be loaned, interest rate, term of the financing, covenants, closing deliverables, required guarantees and collateral, and any expiration date, of such term sheet.

- (g) Staff review of the Developer's pro forma.
- (h) If the total Project Budget exceeds the amount of funding commitments received pursuant to subparagraph (b), (c), or (d) above, evidence reasonably satisfactory to the Executive Director demonstrating that Developer has or will have adequate funds available and committed to cover such difference. If there is a funding gap, Developer will submit a certified statement identifying the amount of the funding gap and the general sources of funds anticipated to cover the funding gap to finance construction of the Private/Public Project, including financial documentation as outlined in (c) above. Evidence of closing the funding gap reasonably satisfactory to the Executive Director will be a closing condition. Each commitment for financing shall be in such form and content acceptable to the Executive Director and shall reasonably evidence a firm and enforceable commitment, with only those contingencies and conditions that are standard or typical for similar projects prior to land closing.
- (i) When available, initial identification of the Completion Guarantor(s) (defined below). When available, copy of any guaranty agreements and information and/or documents supporting financial capability of the Completion Guarantors in a form provided to any Lender.

Developer acknowledges the Agency reserves the right, in its discretion, to have the Developer's submitted evidence of financing, and as may be supplemented from time to time, be subject to a third-party review.

4.1.1. Completion Guaranty

Developer will deliver prior to Closing a completion guaranty (the "Completion Guaranty") from a guarantor or guarantors with sufficient financial resources, as established through the submission and/or review of certain financial documentation reasonably required by the Executive Director and of the form and extent required by any Lender to extending financing upon the issuance of a Completion Guaranty in the favor of Lender and Agency to ensure the Project being financed will be completed in the event of a Developer default and/or cost overruns (the "Completion Guarantor"). The Completion Guarantor cannot be the Developer.

4.2. Time to Approve Preliminary Evidence of Financing

The Agency Executive Director will approve, conditionally approve, or disapprove of Developer's preliminary evidence of financing submitted pursuant to Section 4.1, in a format as agreed to by the Parties, within forty-five (45) days of receipt of a complete submission, or resubmission, as the case may be. Agency's approval of the preliminary evidence of financing shall not be unreasonably withheld, conditioned, or delayed. If the Agency's Executive Director conditionally approves or disapproves of any portion of the preliminary evidence of financing, such conditional approval or disapproval will be in writing to Developer stating the specific reasons for such disapproval or the specific conditions to the Executive Director's approval. Developer will promptly resubmit the preliminary evidence of financing, as modified to conform to Agency's requirements, not more than twenty (20) days after receipt of the Agency Executive Director's conditional approval or disapproval and this process shall continue until the Parties reach agreement on the preliminary evidence of financing.

4.3. Monthly Financing Update

Commencing May 15, 2024, and on the 15th of each month until Closing, Developer will provide a financing update to Agency, in writing, or in a format as otherwise agreed to by the Parties and will update preliminary evidence of financing submissions when available.

4.4. Lender Modifications and Assignment

The Parties acknowledge that substantial debt and equity financing will be necessary for the development of the Private/Public Project. This debt and equity financing may include any mortgage, deed of trust, monetary lien, financing conveyance, or other voluntary monetary lien of any kind (each, as "Mortgage").

4.4.1. Lender

For purposes of this Agreement, the term "Lender" shall singly and collectively include the following: (a) any lender under a Mortgage concerning all or any portion of the Property, and (b) any successor or assign of the foregoing.

4.4.2. Requested Provisions of Any Mortgage

Developer agrees to request that any Mortgage provide that the Lender shall give notice to Agency in writing by registered or certified mail of the occurrence of any default by Developer under the Mortgage at the time notice of any default is provided to Developer, and that Agency shall be given notice at the time any Lender initiates any Mortgage foreclosure action. In the event of any such default, Agency shall have the right to cure such default, provided that Developer is given not less than ten (10) days' prior notice of Agency's intention to cure such default. If Agency shall elect to cure such default, Developer shall pay the cost thereof to Agency.

upon demand, together with the interest thereon at the maximum interest rate permitted by law, unless (i) Developer cures such default within such 10- day period, or (ii) if curing the default requires more than ten (10) days and Developer shall have commenced cure within such ten (10) days after such notice, Developer shall have (A) cured such default within thirty (30) days or such greater time period as may be allowed by Lender after commencing compliance, or (B) obtained from the Lender a written extension of time in which to cure such default.

4.4.3. Application of Agreement to Lender's Remedies

No provision of this Agreement shall limit the right of any Lender to foreclose or otherwise enforce any Mortgage, nor the right of any Lender to pursue any remedies for the enforcement of any pledge or lien upon the Property; provided, however, that in the event of a foreclosure sale under any such Mortgage or sale pursuant to any power of sale contained in any such Mortgage, the purchaser or purchasers and their successors and assigns and the Property shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants herein provided for, including past due obligations of Developer.

4.4.4. Accommodation of Lenders

Agency is obligated to act reasonably in all dealings with Lenders, to make reasonable accommodations with respect to the interests of Lenders, and to agree to reasonable amendments to this Agreement as reasonably requested by a prospective lender.

4.4.5. Assignment for Security Purposes

Developer shall be entitled to assign its interest in this Agreement and the Project for security purposes only, to any Lender, upon Agency's reasonable consent, provided such consent shall not be unreasonably withheld, conditioned, or delayed if the final construction loan documents substantially comply with preliminary evidence of financing required per this Agreement, and they are otherwise on commercially reasonable terms and conditions. Agency shall reasonably cooperate to negotiate and execute any commercially reasonable financing documents acceptable to Agency required by any Lender to close the construction financing as part of the larger Closing, which do not impair the Agency's rights under or intent of the Agreement.

Should Lender exercise its assignment rights, Lender agrees to cure Developer's defaults under this Agreement.

Lender requested modifications to the Agreement must be submitted to the Executive Director for the Agency Board's consideration for approval at its next regularly scheduled meeting pursuant to agenda posting requirements under Title 74, Chapter 2, Idaho Code and Agency policy.

4.4.6 Completion Guaranty Issued to Agency

Developer will negotiate with the Lender as a financing condition the terms of a commercially reasonable Completion Guaranty to be issued in the favor of Lender and Agency to ensure the Private/Public Project being financed will be completed in the event of a Developer default resulting in Developer no longer developing the Property for those periods set forth in Sections 14.7.1 and Section 14.7.2.

5. PURCHASE OF AGENCY GARAGE UNIT AND MOBILITY HUB PROPOSAL

5.1. Purchase of Agency Garage Unit

The Mobility Hub will be used, in part, by Agency for public parking to serve the Project and the surrounding area. At or prior to Closing, Agency and Developer will enter into a Purchase and Sale Agreement for the Agency's purchase of the Agency Garage Unit (the "Purchase and Sale Agreement"). The Parties intend to negotiate the terms of the Purchase and Sale Agreement and the Parking Agreements during the term of this Agreement. The Parties have engaged in negotiations to further define the design of the Mobility Hub. Agency and Developer have agreed on the number of parking stalls in the Agency Garage Unit, the purchase price of the Agency Garage Unit, including BikeBOI, and purchase price payment terms.

As described in the MOU, the Parties have negotiated several terms of the Purchase and Sale Agreement in good faith recognizing the increased construction costs and changing market conditions resulting in the following terms:

- Agency will purchase the Agency Garage Unit including 205 parking stalls and the BikeBOI cold shell for eleven million (\$11,000,000) dollars ("Parking Purchase Price"). For purposes of this Agreement, "cold shell" means the BikeBOI space is in a condition of a: light broom finished concrete floor sloped to one centralized floor drain, demising walls to be screwed gypsum wallboard and fire tapped, concrete ceilings to remain unfinished, sprinkler system installed per code requirements, telecom conduit from the building telecom room, electrical conduit from building electrical room (transformer and panel by Agency), electrical heater for freeze protection, louver provided in storefront for ventilation and exhaust needs, and an ADA compliant push-button door opener and opener for access control. Agency will be required to customize the BikeBOI space above the "cold shell" required to be delivered by Developer at Agency's cost and expense.
- Agency shall pay its allocable share for the public portion of the Mobility Hub during construction in up to five (5) payments with a minimum of a 5% retainage of the total Parking Purchase Price to be held in escrow and to be released to Developer upon: (i) issuance of a temporary certificate of occupancy, or other necessary approvals for the Mobility Hub, (ii) 205 parking stalls are available for public use, and (iii) operational controlled access to the Mobility Hub, including an

operational gate arm and connectivity with the parking operations system, such that the Mobility Hub can be used for its intended use and can be occupied, provided at such time all floors and parking may not be fully open to the public.

- The Purchase and Sale Agreement shall set forth Developer's assignment of warranties and contracts related to the completion of the Agency Garage Unit upon Agency's acceptance of the same after completion and delivery of the Agency Garage Unit.

Subject to performance under this Agreement, the Parties will execute a Purchase and Sale Agreement for the Agency Garage Unit at or prior to Closing.

5.2. Mobility Hub Proposal

Developer previously submitted to Agency's Executive Director information concerning Mobility Hub ownership structure, parking operations and management (the "Mobility Hub Proposal") under the Original DDA requirements. Developer is designing the Mobility Hub consistent with the Agency's adopted Parking Structure Design Guidelines in place as of Original DDA Effective Date, except as noted in Section 9.6.1, and will construct the Mobility Hub in accordance with this Agreement. Agency staff has provided comments back to Developer on the Mobility Hub Proposal and the parties continue to negotiate the Mobility Hub Proposal as of the Effective Date.

The Mobility Hub Proposal will be updated to reflect the status of current negotiations and will include:

- the proposed updated development schedule and construction time, including dates for substantial completion and final completion of the Mobility Hub; and
- updated term sheet concerning ownership structure, including identification of parties with an ownership interest and/or other users of the Mobility Hub, updated Mobility Hub costs and funding (the "Mobility Hub Global Term Sheet");
- proposed parking management and operations, including any shared use arrangements; and
- allocation of stalls between public/private uses; and
- coordination including common areas and BikeBOI facility; and
- Developer will deliver a finalized construction contract for the Mobility Hub, when available, but not as a condition to approval of the updated Mobility Hub Proposal.

Developer acknowledges the Agency reserves the right, in its discretion, to have the Developer's submitted Mobility Hub Proposal, as updated, be subject to a third-party review. The Mobility Hub Proposal will be updated by Developer and submitted to Agency staff on or before December 15, 2023 and at least every sixty (60) days following the receipt of a complete submission or Developer's receipt of Agency comments until the Parties submit the following

documents pursuant to the dates set forth in Section 9.6.2, or as otherwise agreed to by the Parties: the condominium plat; the Purchase and Sale Agreement for the Agency's acquisition of the Agency Garage Unit; the Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium; and the Parking Management Agreement.

6. REUSE APPRAISAL

6.1. Reuse Appraisal and Purchase Price; Reconciliation Reuse Appraisal

The purchase price for the Property is One Hundred Dollars and no/100 (\$100.00) (the "Purchase Price") subject to the Reuse Appraisal (defined below) and the Reconciliation Reuse Appraisal (defined below).

By law, Agency may dispose of real property for no less than the fair reuse value. In order to determine the fair reuse value, Agency has or will engage Mountain States Appraisal, LLC (the "Reuse Appraiser") to determine the fair reuse value for the Property (the "Reuse Appraisal") at Agency's expense.

The Reuse Appraisal shall establish the fair reuse value of the parcels to be disposed of by the Agency as required under the Law (the "Residual Land Value"). If the Residual Land Value is greater than the Purchase Price, prior to Closing, the Purchase Price will automatically be adjusted upwards to increase the amount of the Purchase Price to the amount of the Residual Land Value.

In the timelines provided in Section 6.2, Developer will submit updated Reuse Appraisal Data and the Agency will obtain an updated Reuse Appraisal for the Property (the "Reconciliation Reuse Appraisal") at Agency's expense, which Reconciliation Reuse Appraisal will consider any material changes to the Reuse Appraisal Data used to support the Reuse Appraisal in order to confirm the amount of the Residual Land Value and the Purchase Price. The Purchase Price will automatically be adjusted either upwards or downwards to the amount of the Residual Land Value in the Reconciliation Reuse Appraisal, which will establish the final Purchase Price, recognizing the Purchase Price cannot be less than One Hundred Dollars and no/100 (\$100.00).

6.2. Reuse Appraisal Data

By December 18, 2023, Developer shall have submitted to Agency and the Reuse Appraiser the data required by the appraiser, which data ("Reuse Appraisal Data") is needed by the Reuse Appraiser to prepare the Reuse Appraisal for the Mixed-Use Housing and Mobility Hub Project. Developer is required to supplement the Reuse Appraisal Data during the course of the Reuse Appraisal and shall submit this supplementary data in a timely manner as required by the Reuse Appraiser and Agency. The Reuse Appraisal Data includes but may not be limited to:

- density of development,
- costs expected to be incurred and revenues expected to be realized in the course of developing and disposing of the Property,
- residential unit types,
- commercial unit types,
- sizes and expected rents,
- construction type and materials,
- exterior and interior finish materials,
- square footages of uses other than residential,
- leasing assumptions for other uses and assets such as office space, retail space and parking spaces,
- parking stalls and usage,
- assumptions regarding soft costs such as marketing and insurance, risks of Agency, risks of Developer,
- Developer participation in the funding of public facilities,
- estimated or actual Developer return including assumptions regarding entrepreneurial incentive, overhead and administration as these factors apply to the Project.

Developer acknowledges that Agency will be unable to commence the Reuse Appraisal process without Developer's submittal of the Reuse Appraisal Data directly to the Reuse Appraiser and not submitted through Agency for submission to the Reuse Appraiser.

Within fifteen (15) days of Developer's submission of its application for the issuance of a building permit and the submission of the Final Construction Drawings to the Executive Director, the Developer will submit updated Reuse Appraisal Data, specifically identifying any material changes to the Reuse Appraisal Data previously submitted to support the Reuse Appraisal. The updated Reuse Appraisal Data will be submitted to the Reuse Appraiser to prepare the Reconciliation Reuse Appraisal for the Project. Developer acknowledges that Agency will be unable to commence the Reconciliation Reuse Appraisal process without Developer's complete submittal of the updated Reuse Appraisal Data.

Should obtaining the Reconciliation Reuse Appraisal delay Closing, such delay will not be a basis for termination of this Agreement and Agency will not be liable for any resulting costs and fees related to any delay.

7. DISPOSITION AND CONVEYANCE OF THE PROPERTY

7.1. Disposition and Conveyance of the Property

In accordance with and subject to all the terms, covenants, and conditions (including the attachments) of this Agreement, the Agency agrees to convey the entire fee estate of the Property in the condition required pursuant to Section 8 of this Agreement to Developer.

Developer agrees to develop the Property and complete construction of the Project no later than September 30, 2026, subject to forced delay as set forth in Section 15.6, for the consideration, and subject to the terms, conditions, and provisions of this Agreement, including, without limitation, as provided in the Schedule of Performance (**Attachment 3**) and the other attachments. Agency agrees to meet its obligations herein provided with respect to the Property including, without limitation, as provided in the Schedule of Performance. The time periods set forth in the Schedule of Performance may be cumulatively extended for up to 60 days in total if the delays are caused by matters beyond Developer's reasonable control or otherwise consented to by Agency or may be extended further for any forced delay as set forth in Section 15.6. Any cumulative extension beyond 60 days in total must be agreed to by the Agency Board by an amendment to this Agreement. Notwithstanding the foregoing, the Parties agree to meet and confer regarding the Schedule of Performance upon submission of the preliminary evidence of financing as provided in Section 4.1 to evaluate the proposed Schedule of Performance to determine whether to proceed with an amendment to this Agreement to update the Schedule of Performance.

7.1.1. [RESERVED]

7.1.2. Deposit and Payment of Purchase Price

- (a) **Deposit.** Developer previously deposited with Agency the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500) under the terms of the Original Disposition and Development Agreement (the "Deposit"). The Deposit will be credited towards Developer's closing costs or the Purchase Price at Closing. Unless otherwise set forth herein, any remaining portion of the Deposit after payment of Developer's closing costs or Purchase Price will be returned to the Developer at Closing.
- (b) **Closing Funds.** Prior to the Closing, the balance of the Purchase Price (if additional funds required) shall be deposited into Escrow by Developer by (i) a wire transfer of funds, (ii) cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of Idaho, or (iii) cash.

7.2. Escrow

The Parties opened an escrow (the "Escrow") with TitleOne Corporation (the "Escrow Agent") under the Original Disposition and Development Agreement. A copy of this Agreement and the original Amended Memorandum (**Amendment 8**) duly executed and acknowledged by the Parties will be delivered to the Escrow Agent within five (5) business days after the Effective Date of this Agreement. Agency and Developer will cause the Escrow Agent to record the Amended Memorandum in the real property records of Ada County upon receipt. The Escrow

Agent hereby is empowered to act under this Agreement and the Escrow Instruction Letter to carry out its duties as Escrow Agent hereunder.

Escrow Agent shall also serve as the escrow agent under the Purchase and Sale Agreement.

7.2.1. Payment of Costs

Developer and Agency shall each pay one-half of the Escrow fee and any charges for recording the Deed and the Amended Memorandum (to the extent the County Recorder's Office does not waive such charges). Other documents to be recorded hereunder will be paid for by the Developer. Agency shall pay the charge for an ALTA standard owner's policy in the amount of Seven Million, Seven Hundred Seventy-Five Thousand and No/100 (\$7,775,000). Developer shall pay the charge for any additional title coverage requested by Developer, including an ALTA extended owner's policy, if Developer obtains such policies. Developer will be responsible for paying endorsements desired by Developer except for the cost of any endorsements Agency agrees to provide to cure any Title Objections and/or Supplemental Title Objections pursuant to Section 3.2. Agency and Developer shall each be responsible for their respective attorneys' fees and costs. Taxes and assessments, if any, applicable to periods before and after Closing shall be allocated to the Property and paid by Developer. Agency shall cause all utilities accounts serving the Property to be terminated on or before Closing unless otherwise requested by Developer and shall be responsible for costs associated with such utility services prior to Closing. All other costs of the Escrow not specifically allocated in this Agreement shall be allocated to the Parties as is customary in a commercial real estate transaction in Ada County, Idaho.

7.2.2. Close of Escrow

The close of escrow ("Closing") shall occur within ten (10) days after the date all of the Agency Closing Conditions and the Developer Closing Conditions in Sections 7.3.1 and 7.3.2 (other than the conditions on the delivery of documents and funds into Escrow, which shall occur during said ten (10) day period) are satisfied or waived by the benefited Party, but in no event later than August 15, 2024. The Closing means the fulfillment of the Escrow terms and conclusion of the Escrow, including, without limitation, the execution of unexecuted documents, the recordation of documents specified for recording, the issuance of title insurance policies, the payment of fees and the delivery of funds and documents as directed in the Escrow Instruction Letter. The Escrow shall close as provided in the Escrow Instruction Letter on or before the Closing.

7.2.3. Deliveries by Agency

On or before the scheduled Closing Date, Agency shall deliver the following to Escrow Agent:

- (a) the Deed to the Property, duly executed and acknowledged by Agency;
- (b) the Reconveyance Deed, duly executed and acknowledged by Agency;
- (c) the Purchase and Sale Agreement, duly executed and acknowledged by Agency;
- (d) the Type 4 Capital Improvement and General Assistance Reimbursement Agreement, duly executed and acknowledged by Agency;
- (e) [RESERVED];
- (f) Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium, duly executed and acknowledged by Agency;
- (g) Parking Management Agreement, duly executed by all parties to the Parking Management Agreement;
- (h) [RESERVED]; and
- (i) all other documents reasonably required by Escrow Agent from Agency to carry out and close the Escrow pursuant to this Agreement, including Agency's portion of the Escrow fees and prorations.

7.2.4. Deliveries by Developer

On or before the scheduled Closing Date, Developer shall deliver the following to Escrow Agent:

- (a) the balance of the Purchase Price, if additional funds are required;
- (b) the Deed to the Property, duly executed and acknowledged by Developer;
- (c) the Purchase and Sale Agreement, duly executed and acknowledged by Developer;
- (d) copies of executed construction loan documents for the Private/Public Project, including the executed Completion Guaranty issued to Lender and Agency, consistent with the preliminary evidence of financing as approved by Agency pursuant to Section 4, and as supplemented pursuant to that Section;
- (e) Certified statement from Lender that equity contributions have been committed and are available consistent with the preliminary evidence of financing as approved by Agency pursuant to Section 4, and confirmation the committed funds are to be used solely to construct the Private/Public Project.
- (f) Updated evidence of permanent and/or mini-permanent financing;

- (g) Executed construction contract for the Private/Public Project;
- (j) the Type 4 Capital Improvement and General Assistance Reimbursement Agreement, duly executed and acknowledged by Developer;
- (i) the Reconveyance Deed, duly executed and acknowledged by Developer;
- (j) Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium, duly executed and acknowledged by Developer and all other necessary parties;
- (k) Parking Management Agreement, duly executed by all parties to the Parking Management Agreement;
- (l) [RESERVED]; and
- (m) all other sums and documents reasonably required by Escrow Agent from Developer to carry out and close the Escrow pursuant to this Agreement, including Developer's portion of the Escrow fees and prorations.

7.2.5. [RESERVED]

7.2.6. Failure to Deliver and Termination

If the Escrow is not in condition to close before the time for conveyance established in this Agreement, either Party who then shall have fully performed the acts to be performed before the Closing, may, in writing, terminate this Agreement in the manner set forth in Sections 14.5.6, and 14.5.7, respectively, and demand the return of its money, papers, and documents, and thereupon all obligations and liabilities of the Parties under this Agreement shall cease and terminate in the manner set forth in Sections 14.5.6 and 14.5.7, respectively. No termination or demand for return of any documents or funds shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the 10-day period, the Escrow Agent is authorized to hold all money, papers, and documents until instructed in writing by both Agency and Developer or upon failure thereof by a court of competent jurisdiction. Developer expressly assumes the risk for all design and development costs incurred by Developer, including those incurred while negotiating this Agreement. Agency is not responsible for any costs incurred by Developer except as otherwise expressly provided for in Section 14.6.1.

7.2.7. Amendment to Escrow Instruction Letter

Any amendment to the Escrow Instruction Letter shall be in writing and signed by both Agency and Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

7.2.8. No Real Estate Commissions or Fees

Agency and Developer each represents that it has not engaged any broker, agent, or finder in connection with this transaction. Developer agrees to hold Agency harmless from any claim concerning any real estate commission or brokerage fees arising out of Developer's actions and agrees to defend and indemnify Agency from any such claim asserted concerning the commission or brokerage fees. Agency agrees to hold Developer harmless from any claim concerning any real estate commission or brokerage fees arising out of Agency's actions and agrees to defend and indemnify Developer from any such claim asserted concerning the commission or brokerage fees. Provided, however, nothing herein shall prevent Developer from preleasing or preselling space within the Mixed-Use Housing and Mobility Hub Project, thus incurring real estate commissions or brokerage fees in connection with those pre-opening activities. In no event, though, shall Agency be liable for any real estate commission or brokerage fees on account of any such preleasing or preselling activity. J. Dean Papé discloses that he is a broker but has not incurred any commissions related to this Agreement.

7.3. Conditions to Property Transfer

7.3.1. Conditions to Agency's Obligations

In addition to any other condition set forth in this Agreement in favor of Agency, Agency shall have the right to condition its obligation to convey the Property to Developer and close the Escrow upon the satisfaction, or written waiver by Agency, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "Agency Closing Conditions"):

- (a) **Permits and Approvals.** Developer shall have obtained all land use approvals and entitlements (or an assignment of the same from the Agency) for the development of the Private/Public Project from all governmental agencies with jurisdiction, with the exception of condominium plat approvals, grading permits and building permits. The time period for appealing or challenging such approvals and entitlements shall have expired with no challenge outstanding. Developer shall have obtained approval of its final demolition and grading/utilities permits, which permits or such other permits that will allow Developer to commence work shall be ready to be issued upon payment of fees within sixty (60) days of Closing. The building plans for both the Mixed-Use Housing and the Mobility Hub components of the Mixed-Use Housing and Mobility Hub Project shall be under review and ready to be issued upon payment of fees within one hundred fifty (150) days of Closing. If reasonably available from the City, Developer shall provide written confirmation from the City that the demolition and site/grading permits or such other permits that will allow Developer to commence work and approvals are

ready to be issued upon the payment of fees on or after Closing and the status of the full building permit review with a list of remaining open items.

- (b) **Developer Deliveries Made.** Developer has deposited with Escrow Agent all sums, if any, and documents required of Developer by this Agreement for the Closing.
- (c) **Insurance.** Developer shall have timely submitted and obtained Agency's approval of the insurance required pursuant to Section 10.1 of this Agreement.
- (d) **Evidence of Financing.** Agency shall have approved Developer's preliminary evidence of financing in accordance with Section 4 of this Agreement and Developer has provided reasonable documentation supporting proof of funds from a bank and/or an equity partner(s) showing sufficient funds are available and committed to this Private/Public Project to close the funding gap. Developer has executed construction loan document(s), and the financing for the Private/Public Project shall close concurrently with the Closing. Developer has provided reasonable documentation supporting proof of permanent and/or mini-permanent financing and provided an opportunity for Agency to review an updated pro-forma. Lender has provided a written certification or assurances by the Completion Guarantor certifying the Completion Guarantors continued ability to perform the terms of the Completion Guaranty.
- (e) **[RESERVED]**
- (f) **No Default.** Developer shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured or is in the cure process), and all representations and warranties of Developer contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date.
- (g) **Construction Contract.** Prior to Closing, Developer shall submit to Agency a construction contract, or other evidence satisfactory to Agency, with the General Contractor for the Private/Public Project that requires the Private/Public Project to be constructed for an amount that does not substantially exceed the Project Budget, as described in Section 4.1(a).
- (h) **[RESERVED]**
- (i) **Type 4 Agreement.** Agency and Developer have entered into Type 4 Agreement regarding the construction of certain Public Project Improvements and any agreed upon scope of the Rebuild 11th Street project.

- (j) **Reuse Appraisal.** Prior to Closing, the Reuse Appraiser shall have completed the Reuse Appraisal and the Reconciliation Reuse Appraisal, and the final Purchase Price is established pursuant to Section 6.2.
- (k) **Design and Construction Plans.** Agency shall have approved the Mixed-Use Housing and Mobility Hub Design Development Drawings and Final Construction Plans.
- (l) **Parking Agreements.** Prior to Closing, Agency and Developer, and all other necessary parties, have agreed on the terms and conditions of, or have consented to, and executed: a Purchase and Sale Agreement (or reservation agreement containing the final form of Purchase and Sale Agreement) for the Agency Garage Unit; the Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium; and the Parking Management Agreement.
- (m) **No Litigation.** No actions, suits or proceedings of any kind shall be threatened or pending that relate to the Property or the Project. No injunctions, orders, decrees, or rulings shall be in effect that seek to restrain or prohibit, or to obtain damages or other relief in connection with, the execution or delivery of this Agreement or the consummation of the transactions contemplated by this Agreement.
- (n) **[RESERVED]**
- (o) **Property Management Agreement.** Prior to Closing, Developer will provide a copy of the Property Management Agreement by and between Developer and the property manager concerning the management, operations, and maintenance of the Market Rate Units. If the Market Rate Units are senior housing, the property manager shall have experience in managing senior housing.
- (p) **Block 69 North Workforce Housing Project DDA.** Prior to Closing, Developer is not in default under the Block 69 North Workforce Housing Project DDA.

7.3.2. Conditions to Developer's Obligations

In addition to any other condition set forth in this Agreement in favor of Developer, Developer shall have the right to condition its obligation to purchase the Property and close the Property Escrow upon the satisfaction, or written waiver by Developer, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "Developer Closing Conditions"):

- (a) **Permits and Approvals.** Developer shall have obtained all land use approvals and entitlements for the development of the Mixed-Use Housing and the Mobility Hub components of the Mixed-Use Housing and Mobility Hub Project from all

governmental agencies with jurisdiction, with the exception of grading permits, building permits and final condominium plat approvals. The time period for appealing or challenging such approvals and entitlements shall have expired with no challenge outstanding. Developer shall have obtained approval of its final demolition and grading/utilities plans, which permits or such other permits that will allow Developer to commence work shall be ready to be issued upon payment of fees within sixty (60) days of Closing. The building plans for both the Mixed-Use Housing and the Mobility Hub components of the Mixed-Use Housing and Mobility Hub Project shall be under review and ready to be issued upon payment of fees within one hundred fifty (150) days of Closing.

- (b) **Agency Deliveries Made.** Agency has deposited with Escrow Agent all documents required of Agency by this Agreement for the Closing.
- (c) **Title Policy.** The Title Company is unconditionally and irrevocably committed to issue to Developer at Closing an ALTA standard coverage owner's title policy, or, upon Developer's request, an ALTA extended coverage owner's policy of title insurance ("Title Policy"), insuring Developer's title to the Property in the amount of the Purchase Price, subject only to the following (collectively, the "Permitted Title Exceptions"): the standard exceptions and exclusions from coverage contained in such form of the policy; matters created by, through or under Developer; items disclosed by the Survey; items that would have been disclosed by a physical inspection of the Property as of the date of the Title Report; real estate taxes not yet due and payable; the documents to be recorded under this Agreement; and any mutually agreed upon Title Objections and/or Supplemental Title Objections. If Developer requests ALTA extended coverage, any standard exceptions shall not be Permitted Title Exceptions.
- (d) **No Default.** Agency shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured or is in the cure process), and Agency's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date.
- (e) **Debt and Equity Financing.** That Developer is able to obtain financing reasonably acceptable to Developer, that Agency approved the preliminary evidence of financing pursuant to Section 4.2, that Developer has sufficient funds available and committed to this Private/Public Project to close the funding gap, and that all conditions to any financing commitments for the Private/Public Project, are satisfied and such commitments are fulfilled by the lenders, equity contributions and other third parties involved. A commitment to make a construction loan shall be considered fulfilled upon execution of the loan agreement by Developer and

the lender and depositing with Escrow Agent the mortgage or deed of trust securing the loan to be executed by Developer as of the Closing Date.

- (f) **No Litigation.** No actions, suits or proceedings of any kind shall be threatened or pending that relate to the Project. No injunctions, orders, decrees, or rulings shall be in effect that seek to restrain or prohibit, or to obtain damages or other relief in connection with, the execution or delivery of this Agreement or the consummation of the transactions contemplated by this Agreement.
- (g) **Parking Agreements.** Prior to Closing, Agency and Developer, and all other necessary parties, have agreed on the terms and conditions of, or have consented to, and executed: a Purchase and Sale Agreement for the Agency Garage Unit; the Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium; and the Parking Management Agreement.
- (h) **Lot Consolidation.** The Lot Line Adjustment has occurred (or will occur simultaneously with Closing).
- (i) **Block 69 North Workforce Housing Project DDA.** Prior to Closing, Agency is not in default under the Block 69 North Workforce Housing Project DDA.

7.4. Satisfaction of Conditions

Where satisfaction of any of the foregoing conditions requires action by Developer or Agency, each Party shall use its diligent efforts, in good faith, and at its own cost, to expeditiously satisfy such condition. If a Party is not in a position to know whether or not a condition precedent has been satisfied, then the Party that is aware of the status of the condition shall immediately notify the other Party.

7.5. Waiver

Agency may at any time or times, at its election, waive any of the Agency Closing Conditions set forth in Section 7.3.1, but any such waiver shall be effective only if contained in a writing signed by Agency and delivered to Developer. Developer may at any time or times, at its election, waive any of the Developer Closing Conditions set forth in Section 7.3.2, but any such waiver shall be effective only if contained in a writing signed by Developer and delivered to Agency. Notwithstanding the foregoing, Agency and Developer shall use all commercially reasonable efforts to satisfy the Agency Closing Conditions or Developer Closing Conditions, as applicable, including, without limitation, cooperation to complete any additional documents or agreements which are not in final form as of the Effective Date.

7.6. Termination

If the Escrow is not in condition to close before the time for conveyance established in this Agreement, either Party who then shall have fully performed the acts to be performed before the Closing, may, in writing, terminate this Agreement in the manner set forth in Sections 14.5.6 and 14.5.7, respectively, and demand the return of its money, papers, and documents, and thereupon all obligations and liabilities of the Parties under this Agreement shall cease and terminate in the manner set forth in set forth in Sections 14.5.6 and 14.5.7, respectively. No termination or demand for return of any documents or funds shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the 10-day period, the Escrow Agent is authorized to hold all money, papers, and documents until instructed in writing by both Agency and Developer or upon failure thereof by a court of competent jurisdiction. The terms of this paragraph shall not affect the rights of Agency or Developer, who shall not be in default, to terminate this Agreement under Section 14 hereof in the event of a default of the other Party not related to the satisfaction of condition precedent or impair or affect the rights or obligations of Agency or Developer, who shall not be in default, to specific performance in the event of a separate default by the defaulting party. Developer expressly assumes the risk for all design and development costs incurred by Developer, including those incurred while negotiating this Agreement. Agency is not responsible for any costs incurred by Developer except as otherwise expressly provided for in Section 14.6.1.

8. CONDITION OF THE PROPERTY

8.1. "As Is"

Subject to Agency's representations, covenants, and warranties expressly set forth in this Agreement, Developer acknowledges and agrees that the Property that it acquires from Agency pursuant to this Agreement shall be purchased "as is" solely in reliance on Developer's own Due Diligence Activities. Other than as set forth in this Agreement, neither Agency nor any agents, representatives, or employees of Agent, has made any representations or warranties, express or implied, verbal or written, with respect to any aspect of the Property (including without limitation the physical and environmental condition of the Property and the subsurface conditions of the soil and water) or its fitness for any particular use. Developer will accept all existing environmental conditions present on that portion of the Property that is the Paved Parking Lot as of November 1, 2023, and will indemnify, defend and hold the Agency harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses arising from or due to the presence of environmental contamination on the Paved Parking Lot not otherwise created by or resulting from the actions of Agency after November 1, 2023. This indemnification survives Closing and recordation of the Deed.

Agency makes no representations or warranties with respect to whether the Property is currently, or in the future, located either wholly or partially in a flood plain or a flood hazard boundary or similar area.

8.2. Agency Representations

Agency represents and warrants to Developer as follows: (1) Agency has given Developer complete copies of the Title Report and the Environmental Report (concerning the Original DDA Parcel); (2) the Title Report and Environmental Report (concerning the Paved Parking Lot) constitute all information of which Agency has actual knowledge concerning the physical condition of the Property, including, without limitation, information about any Hazardous Materials or violations of any applicable laws; (3), Agency has provided Developer access to Original DDA Parcel to conduct Due Diligence Investigations, including, completing any additional environmental reports, the geotechnical reports, and the ALTA survey; (4) Agency has provided Developer access to the Paved Parking Lot to conduct geotechnical related scopes of work; (5) the individuals entering into this Agreement on behalf of Agency have the authority to bind Agency; (6) entering into this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary Agency action and do not violate the laws governing Agency's activities or any other agreement to which Agency is a party; (7) unless otherwise disclosed and agreed to by the Parties, upon Closing, there will be no tenants, occupants, or other Parties in possession of the Property. These representations and warranties shall survive Closing and delivery of the Deed to Developer.

8.3. Environmental Release and Waiver

Subject to Agency's representations and warranties expressly set forth in this Agreement, or as otherwise disclosed in the Environmental Report, Developer hereby releases and waives all rights, claims, or causes of action Developer may have in the future against Agency arising out of or in connection with any environmental conditions or Hazardous Materials at, on, in, beneath, or from the Property for any periods before or after the Closing Date not otherwise created by or resulting from the actions of Agency after the Effective Date. Notwithstanding the foregoing, during the course of construction, in the event Developer discovers environmental matters or conditions that otherwise could not be discovered during the Due Diligence Investigations, Developer and Agency will meet to determine whether costs may be reimbursed through the Type 4 Agreement, or, if available, Agency may participate in those costs available to it through state or local programs to fund corrective actions for poor soil and related construction matters.

9. DEVELOPMENT OF THE PROPERTY

9.1. Scope of Development

The Property shall be developed subject to the terms and conditions of this Agreement and consistent with the Scope of Development as set forth in the Joint Proposal.

9.2. Local, State, and Federal Laws

Developer shall carry out any required construction of the Private/Public Project in conformity with all applicable laws, including all applicable federal and state labor standards.

9.3. Antidiscrimination During Construction

Developer, for itself and its successors and assigns, agrees that in the construction of the improvements provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of physical disability, race, color, creed, religion, sex, sexual orientation, gender identity/ expression, marital status, ancestry, or national origin.

9.4. Revised Design

The Parties acknowledge Developer submitted to Agency the Scope of Development as part of the Joint Proposal, which Joint Proposal was approved by the Agency Board with comment on December 13, 2021 (**Attachment 6**). Since that time, the Agency Board determined to proceed with the alternative parking garage design with ramped decks. Developer submitted an updated design for the Mixed-Use Housing and Mobility Hub Project to the Agency Executive Director to include certain updates to the Scope of Development (the “Revised Design”). With the exception of the intended active ground floor uses, Agency conditionally approved the Revised Design following receipt of a complete submission. The purpose of Agency review and approval was to ensure Project design is progressing in alignment with the Scope of Development and continued negotiations by and between the Parties. The submission of the Revised Design included:

- Updated site plan and floor plans showing ground floor uses;
- Updated floor plans for upper floors including any healthcare provider or office space;
- Building height;
- Confirmation of housing product type, e.g., senior housing and/or market rate multi-family;
- Updated design of the Mobility Hub consistent with the Agency’s adopted Parking Structure Design Guidelines in effect as of the Original DDA Effective Date, including the final proposed number of parking stalls and location of the shell and core of the BikeBOI facilities.

9.5. Schematic Design Documentation

On October 18, 2023, Developer submitted Schematic Design Documents (defined below) to the Agency’s Executive Director, and the Agency Board considered the Schematic Design Documentation for approval at its November 13, 2023, meeting. As set forth in greater detail

below, the Agency Board conditionally approved Developer's Schematic Design Documentation, which conditions were set forth in writing on or before December 1, 2023.

The Schematic Design Drawings will need to be revised to include the site/landscaping plans, which should indicate integration with and any coordinated scope of the previously permitted Rebuild 11th Street project and show the planned Public Project Improvements (the "Schematic Design Drawings").

Developer has delivered the following documents and information with its submission of the Schematic Design Drawings to the Executive Director:

- (a) A written summary of progress on, or modifications to, mobility and sustainability initiatives identified in the Joint Proposal, including the following information:
 - short narrative on how site design prioritizes pedestrian, cyclist, and transit mobility;
 - how goals for reducing energy and water use have been considered in the selection of mechanical, electrical, and plumbing systems (if available);
 - use of geothermal system;
 - inclusion of recycling and composting facilities; and
 - number and location of electric vehicle charging stations.
- (b) A clear chart showing itemized changes or new information from the approved Joint Proposal, Mobility Hub Proposal and the Revised Design including:
 - square footage by type of uses
 - floor plans
 - number of parking spaces and bike racks
 - parking garage design with ramped decks consistent with the Agency's adopted Parking Structure Design Guidelines in effect as of the Original DDA Effective Date
 - site plan
 - perspective renderings
 - targeted active ground floor uses
 - floor heights (14' ground, minimum 9' for the majority of the living space of in-unit residential)
 - development schedule and duration
 - intended active ground floor uses

(collectively, the Schematic Design Drawings, together with the additional submitted information may be referred to as the "Schematic Design Documentation.")

Following a complete submission of the Schematic Design Documentation to Agency, Agency and Developer met at least once within ten (10) business days of a complete submission to review Agency staff comments to the Schematic Design Drawings before they were presented to the Agency Board.

The Agency Board evaluated the Schematic Design Documentation on whether it is consistent or how it compares with the intent of the Joint Proposal and RFP goals and the overall success of the Project as contemplated by the RFP and the Joint Proposal. The Agency

Board approval is dependent on Project:

- contributing to an exceptional built environment and authentic neighborhood fabric;
- embracing density and providing for activity conducive to a compact, mixed-use downtown;
- active ground-floor uses;
- enhancing pedestrian, bike, and transit accessibility and connections;
- considering and integrating existing mobility plans
- working to mitigate climate impact with innovative design and utility system infrastructure and facilities

The Agency Board conditionally approved Developer's Schematic Design Documentation and directed Agency staff to set forth the Agency Board's position in writing setting forth the specific conditions to the Agency Board's approval. The Agency delivered the conditional approval letter to Developer on or before December 1, 2023. Developer shall resubmit Schematic Design Documentation, as modified to conform to Agency's requirements, for Executive Director approval no later than December 21, 2023. This process shall continue until the Parties reach agreement on the Schematic Design Documentation.

Developer may proceed with submitting the design review application to the City of Boise pending the Agency Board's consideration of the Schematic Design Documentation; however, the Agency shall have approved the Schematic Design Documentation prior to Developer obtaining final approval of the design review application from the City. To the extent the Agency approved Schematic Design Documentation requires modifications to the plans and/or drawings submitted with the original design review application to the City, Developer will submit, or resubmit the modified design review application to the City.

Agency acknowledges the Developer's plans and drawings may be continually modified during any Agency review period in order to avoid delay of Developer's obligations hereunder, and any such changes shall be included in Schematic Design Drawings re-submitted to the Agency in response to Agency changes identified by the Agency Board and/or staff, as the case may be, and set forth in the conditional approval or disapproval of the Schematic Design Documentation.

To the extent the plans and drawings submitted by Developer to the City are subject to revisions during the City's design review process, Developer shall provide Agency all updated and revised plans and drawings, including copies of any materials at the time they are submitted to the City, and a clear chart showing itemized changes from the initial submission of the Schematic Design Drawings to the Agency Board, or as may have been modified:

- square footage by type of uses
- development schedule and duration
- number of parking spaces and bike racks
- perspective renderings
- floor plans
- site plan
- landscaping schedule

Agency will review the materials as submitted; however, Developer must immediately inform Agency of any substantial change (as defined in Section 9.11) to the Agency Board approved Schematic Design Drawings, which may require additional Agency Board approval. Agency and Developer agree to work collaboratively through the design review process.

9.6. Design Development Drawings

On or before March 15, 2024, Developer shall submit the design development drawings, which for purposes of this Agreement means the design development set as determined by when submission would be the least disruptive to Developer (the "Design Development Drawings") to the Executive Director for review and approval. Agency shall approve or disapprove of the Design Development Drawings within twenty-one (21) days of receiving a complete submission. The purpose of Agency review and approval is to ensure Project design is progressing in alignment with the Revised Design and the Schematic Design Drawings as approved by the Agency Board and that there has not been a substantial change (as defined in Section 9.11). Agency Executive Director approval of the Design Development Drawings shall not be unreasonably withheld, conditioned, or delayed. The submission of the Design Development Drawings shall include a clear chart showing itemized changes from the Executive Director's approved Revised Design and the Agency Board approved Schematic Design Documentation, including:

- square footage by type of uses
- unit mix
- number of parking spaces including number of parking spaces which are expected to be available for use by the general public and by other users in the Project
- perspective renderings
- floor plans and representative unit layouts
- site plan
- landscaping plan and schedule

- building elevations/sections listing all exterior finishes
- Public Project Improvements
- Integration of Rebuild 11th Street
- Development schedule
- summary of mechanical, electrical, and plumbing systems, use of geothermal system and energy/utility sustainability initiatives

Developer must inform Agency of any substantial change (as defined in Section 9.11) to the Executive Director's approved Revised Design and the Agency approved Schematic Design Drawings, which may require additional Agency Board approval, subject to the process outlined in Section 9.11. Agency and Developer agree to work collaboratively through the design review process.

9.6.1. Minimum Requirements for the Parking Stalls in the Mobility Hub and Parking Operations and Management Framework

The design of the Mobility Hub shall be consistent with the Agency's adopted Parking Structure Design Guidelines in effect as of the Original DDA Effective Date, as well as the approved Revised Design, Schematic Design Documentation, and the Design Development Drawings. It is anticipated the Mobility Hub will be entirely operated and managed by and branded as ParkBOI and the parking stalls will be managed as a "co-mingled" parking model and users of the Mobility Hub may park in any available stall subject to the Parking Agreements. Subject to the terms of the to be negotiated Parking Documents, condominium owners in the Mobility Hub will share in revenue and expenses based on the proportionate share of ownership of stalls determined by number of stalls owned compared to the total number of available parking stalls.

Pursuant to the Joint Proposal and ongoing negotiations, as of the Effective Date of this Agreement, the Parties contemplate Mobility Hub will include:

- Approximately 571 parking stalls, of which 205 parking stalls are to be owned by the Agency.
- Not less than sixty-five (65) residential parking passes from the parking stalls in the Agency Garage Unit will be made available to tenants of the Workforce Housing Project located on Block 69 North to be sold at market rate first come, first serve.
- There may be up to four or more parking condominium owners in the Mobility Hub: Agency, Developer, the YMCA, and SLHS. Developer may own, lease, or sell its parking stalls within its condominium, subject to the parking operations and management requirements. Developer will ensure parking management and operations terms are accurately reflected in any agreement with the YMCA or

other condominium owners and with subsequent purchasers and lessees of Developer's parking stalls.

- Developer will provide the cold shell (as further described in Section 5.1) of the BikeBOI facilities at no additional cost with dimensions as directed by the Agency.
- Electric Vehicle (EV) Charging Stations equipped at 1% of parking stalls with sufficient infrastructure to support future charging stations at 20% of stalls.
- Parking layout dimension design standards as agreed to by the Parties.
- All parking access control system equipment, all parking related signage and safety packages (mirrors, concrete markings, lighting) as well as their location within the Mobility Hub and proposed on the exterior shall be approved by Agency before purchasing and installation pursuant to a to be negotiated parking operations agreement.

9.6.1.1.1. Deviation From Parking Structure Design Guidelines User Comfort Factor 2

The Original Disposition and Development Agreement contemplated the parking layout dimension design standards would conform to the Agency's Parking Structure Design Guidelines User Comfort Factor 2 ("UCF2"), which sets forth the recommended minimum parking geometrics. As design progressed, Developer and Agency staff engaged in discussions concerning the challenges of conforming with the UCF2 and potential mitigation opportunities. The Schematic Design Drawings, including the proposed garage floor plate design submitted to the Agency and conditionally approved by the Agency Board on November 13, 2023, does not achieve UCF2 dimensions. Developer has submitted a letter to Agency staff on or before December 1, 2023, describing the specific dimensional challenges with achieving UCF2 dimensions.

Developer and Agency continue to engage in discussions focusing on mitigation of the resulting lower UCF to enhance the garage user's experience; however, Developer cannot achieve UCF2 and maintain the current parking stall count, and therefore, the structured parking facility will deviate from the Parking Structure Design Guidelines. This is a result of several factors including site geometry constraints (including alley width), structural requirements for supporting a residential tower above the Mobility Hub, balancing those structural requirements with livability of housing units (e.g., consideration of the placement of columns relative to walls within the residential tower above, and costs. Deviation from the Agency's Parking Structure Design Guidelines UCF2 will support meeting the goals of the RFP to create housing and maximize the City's investments in downtown infrastructure.

9.6.2. Condominium Declarations and Parking Agreements

On or before March 1, 2024, Developer shall prepare and submit to Agency and other purchasers of condominiums and/or users of the Mobility Hub for review and approval, or consent, as the case may be, the final or substantially final condominium plat; the Purchase and Sale Agreement (or reservation agreement containing the final form of Purchase and Sale

Agreement) for the Agency's acquisition of the Agency Garage Unit; and the Declaration of Covenants, Conditions and Restrictions For Mobility Hub Condominium. On or before April 15, 2024, Agency shall prepare and submit to Developer and other purchasers of condominiums and/or users of the garage portion of the Project for review and approval, or consent as the case may be, the Parking Management Agreement. Agency and Developer agree to promptly review and provide any comments to the other within thirty (30) days of receipt of the above-mentioned documents. The parties agree to work together in good faith and promptly resolve any issues associated with these documents.

9.7. Final Construction Documents

On or before July 1, 2024, and no later than the time Developer submits its application for the issuance of a building permit, Developer shall submit to the Executive Director the Final Construction Drawings for Agency review and approval. The purpose of Agency review and approval is to ensure Project design is progressing in alignment with the Executive Director's approved Revised Design and the Design Development Drawings and the Agency Board approved Schematic Design Drawings. The submission of the Final Construction Drawings shall include a clear chart showing itemized changes from the Agency approved Design Development Drawings, including:

- square footage by type of uses
- unit mix
- number of parking spaces including number of parking spaces which are expected to be available for use by the general public and by other users in the Project
- perspective renderings
- floor plans and representative unit layouts
- site plan
- landscaping plan and schedule
- interior finishes schedule
- building elevations/sections listing all exterior finishes
- Public Project Improvements
- Integration of Rebuild 11th Street
- construction schedule and duration
- summary of mechanical, electrical, and plumbing systems, use of geothermal system and energy/utility sustainability initiatives

(collectively, the Final Construction Drawings and the itemized chart may be referred to as the "Final Construction Documents.")

Within ten (10) business days of a complete submission of the Final Construction Documents to Agency, Agency and Developer will meet at least once in person to review Agency staff comments to the Final Construction Drawings. To the extent the Agency has changes to the

Final Construction Drawings requiring modifications to the plans and/or drawings submitted with the permit application to the City prior to approval by the City, Developer will update the permit set and will work to incorporate the changes through the City permitting process.

Agency Executive Director review of the Final Construction Drawings will be as set forth in Section 9.10 and subject to the provisions of Sections 9.8, 9.9, 9.10, and 9.11.

The City's approval of the Final Construction Drawings shall constitute Agency's approval subject to the Executive Director's approval or conditional approval as set forth in Section 9.10 and except as provided in Section 9.11.

9.8. Agency Approval of Plans, Drawings, and Related Documents

Subject to the terms of this Agreement, Agency shall have the right of reasonable review of all plans and drawings, including any substantial changes therein. Developer shall make every reasonable effort to present drawings and plans in compliance with the Joint Proposal, or the subsequently approved Revised Design, Schematic Design Drawings, Design Development Drawings or Final Construction Drawings. In the event Developer seeks a substantial change (as defined in Section 9.11) or waiver from the Joint Proposal, or the subsequently approved Revised Design, Schematic Design Drawings, Design Development Drawings or Final Construction Drawings, other than as permitted in this Agreement, Developer shall so indicate when those drawings and plans are submitted to the Agency.

9.9. Communication; Revisions

Agency and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to Agency can receive prompt and speedy consideration. If any revisions or corrections of Revised Design, Schematic Design Drawings, Design Development Drawings or Final Construction Drawings approved by Agency shall be required by any government official, agency, department, or bureau having jurisdiction or any lending institution involved in financing, Developer and Agency shall cooperate in efforts to revise or correct the plans or drawings or obtain a waiver of such requirements or to develop a mutually acceptable alternative.

9.10. Prompt Review

Agency Executive Director shall promptly approve, approve conditionally, or disapprove of the Final Construction Drawings in writing within fifteen (15) days of receiving a complete submission of the Final Construction Documents. Agency's review is to ensure Project design is progressing in alignment with the Agency approved Revised Design, Schematic Design Drawings, and the Agency approved Design Development Drawings.

In general, Agency may designate a committee of its members and staff to expedite plan approvals for drawings not requiring Agency Board approval. Failure by Agency either to approve, approve conditionally, or to disapprove Design Development Drawings or Final Construction Documents within the times established in Section 9 shall be deemed a conditional approval. Any Agency approved Revised Design, Schematic Design Documentation, Design Development Drawings and Final Construction Drawings shall not be subject to subsequent disapproval, unless there is a substantial change (as defined in Section 9.11) following Agency approval pursuant to Section 9.11.

9.11. Substantial Changes to Drawings

If Developer desires to make any substantial change in the Schematic Design Drawings, the Design Development Drawings and/or the Final Construction Drawings after Agency approval, such proposed change shall be submitted to Agency Board for approval. For purposes of Section 9 only, "substantial change" is defined as any change which by such change will revise (i) the value or cost of the Mixed-Use Project and/or the Mobility Hub Project (following completion) by more than fifteen percent (15%), (ii) change the total useable square footage of the Mixed-Use Project and/or the Mobility Hub Project by more or less than fifteen percent (15%) (iii) the number of parking stalls is reduced by more than ten percent (10%), (iv) the number of parking stalls is increased by more than twenty percent (20%), (v) any change in the number of floors; and (vi) any change to the exterior design from the Agency approved Schematic Design Drawings, unless required by the City pursuant to the design review and permitting process.

Following submission of the proposed substantial change to Agency's Executive Director, whether due to Developer or as may be required by the City as part of the design review and permitting process and following receipt of a complete submission showing the substantial change, the Agency Board will consider the proposed substantial change for approval at its next regularly scheduled meeting pursuant to agenda posting requirements under Title 74, Chapter 2, Idaho Code and Agency policy. For purposes of review, the Agency Board will ensure the proposed substantial change is in alignment with the requirements of the RFP and the Joint Proposal.

The Agency Board shall approve or disapprove of the substantial change and will direct Agency staff to set forth the Agency Board's position in writing within fifteen (15) days of the Agency Board meeting considering the substantial change. Agency Board's approval of the substantial change shall not be unreasonably withheld, conditioned, or delayed so long as the proposed substantial change is consistent with the intent of the RFP, Joint Proposal, and the overall success of the Project. If the Agency Board disapproves the substantial change, such disapproval shall be in writing to Developer stating the specific reasons for such disapproval. Developer shall promptly resubmit the documents supporting the substantial change, as modified to conform to Agency's requirements, for Executive Director approval not more than twenty (20) days after receipt of the Agency's disapproval and this process shall continue until the Parties reach agreement on the scope of the substantial change.

To the extent the substantial change results in a project scope that is different from the documentation/information submitted to the Reuse Appraiser, the updated documents with the substantial change as approved by the Agency Board will need to be immediately submitted to the Reuse Appraisal, and if necessary, the Reuse Appraisal may need to be supplemented.

9.12. Construction Reporting

The Parties acknowledge and agree that communication and cooperation between the Parties is imperative to the successful completion of the Private/Public Project and to achieve the objectives of the Redevelopment Plan. Therefore, the Parties shall endeavor to keep the other Party sufficiently informed regarding matters related to the development and construction of the Private/Public Project so the other Party can have a meaningful opportunity to review, comment, and respond on matters relating to the other Party's performance of its obligations under this Agreement.

9.12.1. Developer's Obligations

Developer, as requested by Agency, shall:

- (a) Permit Agency staff to attend weekly and/or monthly construction progress and design meetings for the Private/Public Project to permit Agency to assess the progress of development and construction and assess compliance with the Schedule of Performance, and the adherence of the development and construction to the plans approved by Agency;
- (b) Provide Agency with a monthly written status report on the Private/Public Project (consisting of a simple narrative of the status, an update as to the progress on the schedule of performance, photos of the Private/Public Project, and a summary of the percentage of completion) in sufficient time to allow for their distribution to Agency's Board of Commissioners prior to their regular monthly meetings. The Agency Board meets the second Monday of each month. Developer's written status report is due to the Agency two Fridays prior to the Monday meeting;
- (c) If requested by Agency, attend and provide oral status reports on the Private/Public Project at regular monthly meetings of Agency's Board of Commissioners;
- (d) To the extent the meetings described in Section 9.12.1(a) are not adequate as determined by Agency, schedule and attend meetings at the request of the Agency with Agency's staff, Agency's consultants, and representatives from the City of Boise or other public entities (if necessary) not more than two times during any 90 day period prior to the completion of construction for general coordination

and review of the progress and schedule of the Private/Public Project, any implementation agreements or other documents to be submitted by either Party, and any other tasks necessary or convenient for development of the Private/Public Project to achieve the objectives of the Redevelopment Plan; and

- (e) If requested by Agency, include Agency name and logo on construction signs, fencing and other locations in and around the Site during construction.

9.12.2. Agency's Obligations

In furtherance of this Section, Agency shall:

- (a) provide timely and meaningful written comments to the information, reports, and other documents submitted to Agency by Developer; and
- (b) provide Developer with all of Agency's comments, conditions, and requirements regarding Developer's plans for the Private/Public Project in sufficient time so as to not delay construction or cause Developer to incur additional costs and in accordance with the timeframes set forth herein (provided that Developer provides Agency with a reasonable period of time for Agency to review Developer's plans) for Developer to respond to Agency's comments, conditions, and requirements prior to filing an application with City for a building permit for the Private/Public Project.

9.12.3. Meeting Attendance

The Parties shall use their best reasonable efforts to have their respective principals and staff members available, as needed, to participate in meetings, hearings, and work sessions if requested by the other Party.

9.12.4. Access to the Property

For the purpose of assuring compliance with this Agreement, after Closing, agents and employees of Agency shall have the reasonable right of access to the Property without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Agency shall cause anyone who comes onto the Property on Agency's behalf to comply with applicable OSHA or other safety regulations, and to provide no less than 48 hours' notice prior to exercising its rights of access pursuant to this Section and shall comply with on-site safety and security requirements for an active construction site. To the extent permitted by law, Agency shall indemnify, defend, and hold harmless Developer and its respective officers, officials, representatives, members, employees, and agents from and against any and all loss, cost, liability, or expense (including reasonable attorneys' fees) arising from the

gross negligence or misconduct of Agency, its agents, and employees upon entry on the Property pursuant to this Section. Such indemnity shall survive the Closing or the termination of this Agreement for any reason.

9.12.5. Reasonableness

Developer shall reasonably comply with the requirements of the Redevelopment Plan and shall prepare Final Construction Documents consistent with the Schematic Design Documents and the Joint Proposal. Notwithstanding anything to the contrary elsewhere in this Agreement or elsewhere, Agency will not unreasonably impose requirements which would cause development of the Project to become economically infeasible as set forth in Subsection 14.6.1(d) or is otherwise inconsistent with this Agreement or the approved Final Construction Documents. Nothing herein shall limit the reviewing authority of Agency granted under this Agreement, provided, however, that Agency and, Developer acknowledge that cooperation between the Parties is essential to the development of the Project.

9.12.6. Cost of Construction

As between the Parties the cost of designing, engineering, developing, and constructing all improvements on the Property under this Agreement shall be borne by Developer unless agreed to otherwise in writing.

10. INSURANCE AND INDEMNIFICATION

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

Developer shall, or through the General Contractor shall, at its sole cost, obtain and maintain in force from and after the Closing (as specified below), insurance of the following types, with limits not less than those set forth below with respect to the Private/Public Project, and with the following requirements:

- (a) Commercial General Liability Insurance (Occurrence Form) with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$4,000,000 and a general aggregate limit of not less than \$4,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than twenty-seven (27) months following completion of the Private/Public Project or issuance of a certificate of occupancy, whichever is later. The policy shall be endorsed to name Agency, including its respective affiliates, the financing parties and the respective officers, directors, and employees of each as additional

insureds. All policies shall be occurrence form policies and not a claims-made policy.

- (b) During the construction of the Private/Public Project, Builder's Risk Insurance upon the Private/Public Project covering one hundred percent (100%) of the replacement cost of the Private/Public Project. This policy shall be written on a builder's risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the construction, temporary buildings, falsework, and construction in transit, and shall insure against at least the following perils: (i) fire; (ii) lightning; (iii) explosion; (iv) windstorm or hail; (v) smoke; (vi) aircraft or vehicles; (vii) riot or civil commotion; (viii) theft; (ix) vandalism and malicious mischief; (x) leakage from fire extinguishing equipment; (xi) sinkhole collapse; (xii) collapse; (xiii) breakage of building glass; (xiv) falling objects; (xv) debris removal; (xvi) demolition occasioned by enforcement of laws and regulations; (xvii) weight of snow, ice, or sleet; (xviii) weight of people or personal property;
- (c) Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Developer's employees, and Employer's Liability Insurance with minimum limits as required by law. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
- (d) Automobile Liability Insurance covering use of all, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence.
- (e) Umbrella Liability Insurance in an aggregate limit of \$15,000,000 shall be attached and in excess of the coverage to be maintained as set forth in paragraphs (a) and (d) above with drop down coverage where underlying primary coverage limits are insufficient or exhausted.
- (f) All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Developer hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of Developer's performance under this Agreement or construction of the Private/Public Project covered by the required insurance unless otherwise as the result of the negligence or misconduct of Agency or its respective affiliates, directors, and employees.

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

10.2. Indemnification By Developer

Developer shall indemnify, defend, protect and hold Agency, and its commissioners, officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "claim"), which may be imposed upon or incurred by or asserted against Agency, or its commissioners, officers, agents, and employees by reason of any of the following occurrences:

- (a) Any work or thing done in connection with the Private/Public Project by or at the direction of Developer, including, without limitation, inspection of the Property prior to Closing, any work on the Property prior to Closing, and the construction of any improvements, or any tenant improvements, in each case by or at the direction of Developer; or
- (b) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Private/Public Project or any part thereof by Developer; or

- (c) Any negligence on the part of Developer or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
- (d) Any accident, injury, or damage to any person or property occurring in, on, or about the Property or any part thereof prior to Closing resulting from any work or thing done in connection with the Private/Public Project by or at the direction of Developer;
- (e) Any accident, injury, or damage to any person or property occurring in, on, or about the Property or any part thereof during construction of the Private/Public Project by or at the direction of Developer; or
- (f) Any failure on the part of Developer to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.

In case any action or proceeding is brought against Agency, or its respective commissioners, officers, agents, and employees by reason of any such claim for which Developer is required to provide indemnification hereunder, Developer, upon written notice from Agency shall, at Developer's expense, resist or defend such action or proceeding.

Notwithstanding the foregoing, Developer shall have no obligation to indemnify and hold Agency and its respective commissioners, officers, agents, and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency, or its respective commissioners, officers, agents, or employees or from conduct resulting in an award of damages against Agency. The obligations of Developer under this Section are not intended to run with the land or to be binding upon subsequent owners of portions of the Property. Developer's obligations to the Agency under this Section 10.2 will terminate five (5) years after the date of the completion of the Private/Public Project, as the case may be, which date may be after the Agency has issued its Certificate of Completion set forth in Section 11.

11. POST PROJECT COMPLETION/CERTIFICATE OF COMPLETION

Promptly after completion of all construction and development to be completed by Developer for each of the Mobility Hub and the Mixed-Use Housing components of the Mixed-Use Housing and Mobility Hub Project, Developer shall submit to Agency a request for a certificate of completion for the Project ("Certificate of Completion"). A form of the Certificate of Completion is attached hereto as **Attachment 9**. Agency shall promptly issue the Certificate of Completion if (a) City has issued a certificate of occupancy or a temporary certificate of occupancy for 100% of the residential units of the Mixed-Use Housing component of the Mixed Use And Mobility Hub Project and the Mobility Hub; (b) a certificate of completion issued by the architect for the Project of at least the shell and core of the retail use of the Project; (c) the Rebuild 11th Street Project and the Public Project Improvements contemplated in the Type 4

Agreement have been completed and accepted by the appropriate governing entity, if applicable; and (d) if Developer is not in default under this Agreement and Agency has not sent notice to Developer of any event which with the passing of time could give rise to a default under this Agreement. The Parties acknowledge the failure to construct the Project within the time frame set forth in the Schedule of Performance may, after Agency provided Developer with written notice of default and an opportunity to cure any such default as set forth in Sections 14.1 and 14.2, be considered by Agency as a default by Developer under this Agreement.

The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any Lender. Such Certificate of Completion is not notice of completion as referred to under other laws of the State of Idaho.

12. CAPITAL IMPROVEMENTS AND GENERAL ASSISTANCE REIMBURSEMENT

12.1. Type 4 Capital Improvement and General Assistance Reimbursement Agreement

In order to further maximize the benefit to the Agency, and the public, in light of the overall public benefit being provided by the Project, the Agency intends to negotiate with Developer the terms of a Type 4 Agreement related to Developer's construction of certain public infrastructure improvements eligible for reimbursement. The Type 4 Agreement is as set forth in **Attachment 12** generally in the form as and subject to final negotiation between the parties.

Developer shall execute the Type 4 Agreement on or before May 27, 2024, for Agency Board consideration at its June 15, 2024, regular Board meeting. The Type 4 Agreement will address Public Project Improvements, including those public infrastructure improvements in or adjacent to, or being relocated to, the public right-of-way adjacent to the Site, including streetscape enhancements and multi-modal amenities. The Type 4 Agreement will further address the construction of any coordinated portion of the Rebuild 11th Street Project, adjacent to the Site, together with streetscape improvements, utility facilities upgrades, pavement maintenance and other eligible public improvements, which all or a portion of such improvements may be eligible for reimbursement.

Before Closing, the Agency will have completed the Rebuild 11th Street Project with the exception of the scope of work identified in the Work Change Directive Number 18, dated September 20, 2023, between Agency and McAlvain Construction, Inc, previously provided to Developer. The Public Project Improvements and integration with and any coordinated scope of the Rebuild 11th Street Project will be incorporated into Developer's Schematic Design Drawings and will likely be incorporated into the Final Construction Drawings submitted to the City for approval. For purposes of coordination and integration of the Rebuild 11th Street Project, the Parties agree to continue to work collaboratively to determine the most efficient manner of completing the Rebuild 11th Street Project, while incorporating the necessary conduit and site

utilities to support the Project. The Executive Director will execute and return a fully executed copy of the Type 4 Agreement within seven (7) days after approval by the Agency Board.

13. DEVELOPER'S POST-DEVELOPMENT AND CONSTRUCTION OBLIGATIONS

Anything to the contrary in this Agreement notwithstanding, the following provisions set forth in this Section are the only obligations of Developer intended to survive with respect to the Property following the issuance of a Certificate of Completion.

13.1. [RESERVED]

13.2. [RESERVED]

13.3. [RESERVED]

13.4. [RESERVED]

13.5. Use of the Property During Term of the Redevelopment Plan

Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest that during construction and thereafter, Developer, its successors, and assignees shall devote the Property to the uses specified in the Redevelopment Plan, the Deed, and this Agreement for the periods of time specified therein. Notwithstanding the foregoing, Developer shall have no obligation or liability for the failure of any unrelated third-party successor, assign or successor in interest in the Property to adhere to this Section and shall be limited as provided in Section 13.8 to those periods Developer or Developer Affiliate, or other related entity, owned the Property.

13.6. Obligation to Refrain from Discrimination

Developer covenants by and for Developer and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of physical disability, race, color, creed, religion, sex, sexual orientation, gender identity/ expression, marital status, age, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of Property, nor shall Developer 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 of the Property. The foregoing covenants shall run with the land. Notwithstanding the foregoing, Developer shall have no obligation or liability for the failure of any unrelated third-party successor, assign, or successor in interest in the Property to adhere to this Section and shall be limited as provided in Section 13.8 to those periods Developer or Developer Affiliate, or other related entity, owned the Property.

13.7. Effect and Duration of Covenants

Except as otherwise provided in this Section or the Deed, the covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement that expressly run with land and the Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of Agency, Agency's successors and assigns, City, and any successors in interest to the Property or any part thereof (other than tenants).

13.8. Provisions That Run with the Land

Agency is deemed the beneficiary of those terms and provisions of this Agreement that expressly run with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The covenants that expressly run with the land shall run in favor of Agency without regard to whether Agency has been, remains, or is an owner of any land or interest therein in the Property, any parcel or subparcel, or in the Project Area. Agency shall have the right, if the covenants that expressly run with the land are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of such covenants may be entitled. Notwithstanding the foregoing, if Developer or any subsequent owner of any portion of the Property conveys any portion of the Property, such owner shall, upon the conveyance, be released and discharged from all of its obligations in connection with the portion of the Property conveyed by it arising under this Agreement after the conveyance but shall remain liable for all obligations in connection with the portion of the Property so conveyed arising under this Agreement during the period of ownership of the conveying party. The new owner of any such portion of the Property shall be liable for all obligations arising under this Agreement with respect to such portion of the Property after the conveyance.

14. DEFAULTS, REMEDIES, AND TERMINATION

14.1. Defaults—General

Failure or delay by either Party to perform any term or provision of this Agreement after receiving notice and an opportunity to cure as set forth herein shall constitute a default under this Agreement. Upon receipt of such notice, a Party must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence. A Party so acting and during any period of curing shall not be in default as further set forth in Section 14.2.

14.2. Written Notice and Cure

The Party claiming a failure or delay in performance shall give written notice of default within five (5) days of the latter of (i) such actions or omissions giving rise to the default or (ii) discovery by the non-defaulting Party learning of such actions or omissions, to the Party failing or delaying performance specifying the default complained of by the injured Party. Except as required to protect against further damages, the Party claiming default may not institute dispute resolution proceedings against the Party in default until sixty (60) days after giving such notice, said sixty (60) days constituting the period to cure any default, provided, however, in the event such default cannot be cured within said sixty (60) days then the defaulting party shall have a reasonable period to cure the default (not to exceed ninety (90) days unless otherwise agreed to by the Parties), during which period the defaulting party, with reasonable cooperation from the non-defaulting party if necessary to complete or achieve a cure, shall at all times diligently pursue a cure.

14.3. No Waiver

Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

14.4. Materiality of Provisions

It is expressly understood and agreed that each of the covenants, promises, stipulations, and agreements of the Parties hereto and under the provisions of this Agreement are an integral and indivisible part of the consideration given by each to the other and that each covenant, promise, stipulation, and agreement of the Parties shall be deemed and construed as material. Subject to Sections 14.1 and 14.2, it is further understood and agreed that time is of the essence of this Agreement; that failure, refusal, or neglect for any reason whatsoever of either Party hereto to perform any of the covenants, promises, stipulations, or agreements to be performed by the Party pursuant to the terms and provisions of this Agreement shall constitute a material default on the part of the Party failing to perform such covenant, promise, stipulation, or agreement; and that the occurrence of any such default on the part of either Party shall give the other Party the right to terminate or otherwise enforce this Agreement in accordance with the provisions of this Section.

14.5. Legal Actions

14.5.1. Institution of Legal Actions

Subject to the express limitations set forth in this Section 14.5, either Party may institute legal action to cure, correct, or remedy any default or recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement.

14.5.2. Applicable Law

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

14.5.3. Acceptance of Service of Process

In the event that any legal action is commenced by Developer against Agency, service of process on Agency shall be made by personal service upon the Chair of Agency or in such other manner as may be provided by law. In the event that any legal action is commenced by Agency against Developer, service of process on Developer shall be made by personal service upon Developer or in such other manner as may be provided by law and shall be valid whether made within or without the State of Idaho.

14.5.4. Rights and Remedies

Subject to the express limitations set forth in this Section 14.5, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

14.5.5. Specific Performance

Subject to the express limitations set forth in this Section 14.5, if any Party has provided notice and an opportunity to cure to the other Party pursuant to Section 14.1 and 14.2, and the default is not cured, the nondefaulting Party, at the nondefaulting Party's option, may institute an action for specific performance under the terms of this Agreement provided that specific performance shall be limited to those actions which necessitate action on the part of a Party but not for any action where damages (including, without limitation, liquidated damages) are otherwise available.

14.5.6. Rights of Termination Prior to Conveyance of the Property to Developer; Limitation on Agency's Remedies Prior to Developer's Acquisition of the Property

Other than as set forth in Section 14.6.2, if:

- (a) Developer defaults in its obligation to satisfy any conditions under this Agreement; or
- (b) Developer, after and despite reasonably diligent effort and prior to the dates established therefore in the Schedule of Performance, is unable to obtain and submit the evidence of financing reasonably acceptable to Agency or on or before Agency's approval of Developer's evidence of financing, Developer notifies Agency in writing that, in Developer's judgment, it is not economically or financially feasible for Developer to perform (or cause Developer to perform) or finance its obligations under this Agreement in the time established therefore in the Schedule of Performance; or

Agency's sole and exclusive remedy shall be to terminate this Agreement upon thirty (30) days' written notice to Developer of such termination and retain the Deposit relating to the Property as liquidated damages. Such amount to be retained by Agency has been agreed by the Parties to be reasonable compensation and the exclusive remedy in those events, because the precise amount of damages in those events would be difficult to determine. Upon such termination, neither Agency nor Developer shall have any further rights against or liability to the other under this Agreement, unless otherwise specifically identified to survive Closing or an earlier termination or expiration of this Agreement. In the event this Agreement is so terminated, all closing documents and funds delivered by Agency to Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by Developer to Escrow Agent (other than the Deposit which shall be retained by Agency) shall be returned immediately to Developer.

14.5.7. Rights of Termination Prior to Conveyance of the Property to Developer; Limitation on Developer's Remedies Prior to Developer's Acquisition of the Property

Other than as set forth in Section 14.6.1, if Agency defaults in its obligation to satisfy any conditions under this Agreement or Developer, after and despite reasonably diligent effort and prior to the dates established therefore in the Schedule of Performance, is unable to obtain and submit the evidence of financing reasonably acceptable to Agency or on or before Agency's approval of Developer's evidence of financing, Developer notifies Agency in writing that, in Developer's judgment, it is not economically or financially feasible for Developer to perform (or cause Developer to perform) or finance its obligations under this Agreement in the time established therefore in the Schedule of Performance, Developer's sole and exclusive remedy shall be to terminate this Agreement upon thirty (30) days' written notice to Agency of such

termination and Agency shall return the Deposit relating to the Property as liquidated damages. Such amount to be returned to Developer has been agreed by the Parties to be reasonable compensation and the exclusive remedy in those events, because the precise amount of damages in those events would be difficult to determine. Upon such termination, neither Agency nor Developer shall have any further rights against or liability to the other under this Agreement, unless otherwise specifically identified to survive Closing or an earlier termination or expiration of this Agreement. In the event this Agreement is so terminated, all closing documents and funds delivered by Agency to Escrow Agent shall be returned immediately to Agency and all closing documents and funds delivered by Developer to Escrow Agent, including the Deposit, shall be returned immediately to Developer.

14.6. Rights of Termination Prior to Conveyance of the Property to Developer for Cause; Additional Remedies

14.6.1. Termination by Developer

In the event that all of the Agency Closing Conditions in Section 7.3.1 and the Parties delivery of documents and funds into Escrow under Sections 7.2.3 and 7.2.4 are satisfied or waived by Agency, but Agency does not tender title to the Property, as applicable, or possession thereof in the manner and condition and by the Closing Date, except if Agency's failure to perform arises as a result of action or inaction of a non-Agency third party, then (i) this Agreement may, at the option of Developer, be terminated upon thirty (30) days' written notice to Agency and may seek to enforce those remedies under Section 14.5.1; or (ii) Developer may seek to enforce those remedies under Section 14.5.5.

14.6.2. Termination by Agency

In the event that all of the Developer's Closing Conditions in Section 7.3.2 and the Parties delivery of documents and funds into Escrow under Section 7.2.3 and 7.2.4 are satisfied or waived by Developer, but by the Closing Date Developer does not pay the Purchase Price and/or take title to the Property under tender of conveyance by Agency pursuant to this Agreement, then (i) this Agreement may, at the option of Agency, be terminated upon (30) days' written notice to Developer and Agency may seek to enforce those remedies under Section 14.5.1; or (ii) Agency may seek to enforce those remedies under Section 14.5.5.

14.7. Remedies Post-Conveyance of the Property to Developer

14.7.1. Option to Reenter and Repossess without Disposition

Agency shall have the right, at Agency's option, to reenter, take possession of the Property with all improvements thereon, and acquire title to the Property through reconveyance, which Form of Reconveyance Deed is as set forth in **Attachment 14**, if any of the following occurs after Closing and conveyance of the Property to Developer but prior to the issuance of the

Certificate of Completion for the entirety of the Project, after receiving notice and an opportunity to cure as set forth in Section 14.2, and as may be extended by Section 15.6, shall constitute a default under this Agreement:

- (a) Developer fails to proceed with the construction of the improvements as required by this Agreement for a period of ninety (90) consecutive days after Closing; or
- (b) Developer abandons or substantially suspends construction of the Private/Public Project for a period of six (6) months; or
- (c) Developer transfers or suffers any involuntary transfer of the Property or any part thereof in violation of this Agreement; and
- (d) Agency or Lender is unable to enforce the Completion Guaranty for the completion of the Private/Public Project.

Such right to reenter, and repossess, to the extent provided in this Agreement, 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 financing permitted by this Agreement; or
- (b) any rights or interests provided in this Agreement for the protection of the holder of such mortgages, deeds of trust, or other security instruments.

The Deed shall contain appropriate reference and provision to give effect to Agency's right, as set forth in this Section 14.7.1, under specified circumstances prior to the issuance of the Certificate of Completion, to terminate this Agreement, release Developer of its obligations hereunder, and revert in Agency the Property and improvements completed as of the date of Agency's exercise of its rights in this Section.

To exercise its rights to reenter, take possession of the Property with all improvements thereon, and acquire title to the Property through reconveyance without intent to dispose of the Property as provided in Section 14.7.2, Agency shall pay first to Lender, and if no amount is owed to Lender, then Agency will interplead funds to the Ada County District Court for a determination of the respective rights of the Developer, equity investors and condominium purchasers, in an amount equal to all design and engineering costs incurred by Developer for the development of the Property as of the date of re-possession and for the appraised value of improvements existing on the Property at the time of the reentry, repossession by the Agency, and reconveyance, less any amounts paid by Agency to Developer for the Parking Purchase Price. Following such payment, Developer shall assign all engineering and design plans to Agency. Agency may elect

to retain the Property following termination of the Urban Renewal Plan pursuant to Idaho Code Section 50-2905(8).

14.7.2. Right of Reverter

Agency shall have the right, at Agency's option, to reenter, take possession and acquire title to the Property through reconveyance, which Form of Reconveyance Deed is as set forth in **Attachment 14**, for future disposition to a third party with all improvements thereon, if any of the following occurs after Closing and conveyance of the Property to Developer but prior to the issuance of the Certificate of Completion for the entirety of the Project after receiving notice and an opportunity to cure as set forth in Section 14.2, and as may be extended by Section 15.6, shall constitute a default under this Agreement:

- (a) Developer fails to proceed with the construction of the improvements as required by this Agreement for a period of ninety (90) consecutive days after Closing; or
- (b) Developer abandons or substantially suspends construction of the Private/Public Project for a period of six (6) months; or
- (c) Developer transfers or suffers any involuntary transfer of the Property or any part thereof in violation of this Agreement other than the foreclosure of any mortgage or Deed of Trust, and Lender or its successor agrees to be bound by the terms of this Agreement; and
- (d) Agency or Lender is unable to enforce the Completion Guaranty for the completion of the Private/Public Project.

Such right to cause the revesting and further disposition of the Property to the extent provided in this Agreement and pursuant to the Urban Renewal Law 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 for financing permitted by this Agreement; or
- (b) any rights to interest provided in this Agreement for the protection of the holder of such mortgages, deeds of trust, or other security instruments.

The Deed shall contain appropriate reference and provision to give effect to Agency's right, as set forth in this Section 14.7.2, under specified circumstances prior to the issuance of the Certificate of Completion, to terminate this Agreement, release Developer of its obligations hereunder and revest in Agency the Property and improvements completed as of the date of Agency's exercise of its rights in this Section.

Upon the revesting in Agency of title to the Property, Agency shall, pursuant to its authorities under the Urban Renewal Law, use its best efforts to resell the Property or portion thereof as soon and in such manner as Agency shall find feasible and consistent with the objectives of the Urban Renewal Law and the Redevelopment Plan to a qualified and responsible party or parties (as determined by Agency), that will assume the obligation of constructing or completing the improvements or such other improvements in their stead as shall be satisfactory to Agency and in accordance with the uses specified for the Property or part thereof in the Redevelopment Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

- (a) first, to reimburse Agency on its own behalf for all costs and expenses incurred by Agency in connection with the ownership of the Property (excluding the Agency Garage Unit if that has previously been transferred to Agency), including, but not limited to, salaries to personnel in connection with the recapture, management, and resale of the Property or part thereof; all taxes, assessments, and water and sewer charges with respect to the Property or portion thereof to the extent actually paid by Agency; any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due solely to obligations, defaults, or acts of Developer; any expenditures made or obligations incurred with respect to the construction or completion of the Project, or any part thereof on the Property or part thereof; and any amounts otherwise owed to Agency by Developer hereunder excluding any claim for damages under this Agreement; and
- (b) second, to reimburse Developer up to the amount equal to all design and engineering costs incurred by Developer for the development of the Property and for the appraised value of the improvements existing on the Property at the time of the reentry and repossession, and revesting to the Agency, less any amounts paid by Agency to Developer for the Parking Purchase Price.
- (c) Any balance remaining after such reimbursements shall be retained by Agency.

14.7.3. Election of Remedies

Following service of a notice of default on Developer and subject to the cure provisions set forth in Section 14.2, Agency will have sixty (60) days from the date of the end of the cure period to elect to proceed under Section 14.7.1 or 14.7.2 by written notice to Developer and Lender, and such election will be Agency's sole and exclusive remedy for a Developer default under this Section 14.7. Upon Agency's election, this Agreement shall terminate and all rights

and obligations of the Parties under this Agreement shall terminate and be of no further force or effect, except to the extent the same expressly survive the termination hereof.

To the extent Agency is unable to exercise its remedies under this Section 14.7, then Agency will have all available remedies at law or in equity.

14.7.4. Lender's Rights to Cure

If Developer shall create a Mortgage on the Property in compliance with the provisions of this Agreement, then so long as any such Mortgage shall remain unsatisfied of record and prior to the exercise of rights of Agency under this Agreement, including Sections 14.7.1 and 14.7.2, the following provisions shall apply prior to :

- (a) Upon serving Developer any notice of default or any other notice under the provisions of or with respect to this Agreement, Agency shall also serve a copy of such notice upon any Lender at the address provided to the Agency pursuant to this Agreement, and no notice by Agency to Developer hereunder shall affect any rights of a Lender unless and until a copy thereof has been so served on such Lender (provided no notice shall be required if Agency has not received written notification of the address of such Lender).
- (b) In case Developer shall be in default hereunder, any Lender shall have the right to remedy, or cause to be remedied, such default within the later to occur of (i) one hundred twenty (120) days following the date of Lender's receipt of the notice of default, or (ii) one hundred twenty (120) days after the expiration of the period provided herein for Developer to remedy or cure such default, and Agency shall accept such performance by or at the insistence of the Lender as if the same had been timely made by Developer.
- (c) Any notice or other communication which Agency shall desire or is required to give to or serve upon the Lender shall be in writing and shall be served in the manner set forth in this Agreement, addressed to the Lender at the address provided for in this Agreement or otherwise provided to Agency.
- (d) Any notice or other communication which Lender shall give to or serve upon Agency shall be deemed to have been duly given or served if sent in the manner and at Agency's address as set forth in Section 2.4, or at such other address as shall be designated by Agency by notice in writing given to the Lender in like manner.

15. GENERAL PROVISIONS

15.1. No Assignment of Rights

Notwithstanding anything to the contrary within this Agreement, prior to the issuance by Agency of a Certificate of Completion pursuant to Section 11 with respect to the Property, Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign, or lease the whole or any part of such Property or the buildings or improvements thereon without the prior written approval of Agency. Conveyance to Developer Affiliate shall be permitted and shall not be subject to further review or approval by Agency. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion, which shall signify Agency's acknowledgment that the work required on the Property has been completed. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the Private/Public Project, or to prohibit or restrict the leasing of any part or parts of a building or structure when said improvements are completed or to prohibit or restrict the preleasing or preselling of any part or parts of the structure so long as the lessee or buyer shall obtain no rights under this Agreement and that any right to occupy or acquire any part of the Private/Public Project prior to Developer completing all the necessary improvements shall be terminable by Agency in the event Developer fails to complete all the necessary improvements. In the absence of specific written agreement by Agency, no such transfer, assignment, or approval by Agency shall be deemed to relieve Developer from any obligations under this Agreement until completion of the Private/Public Project as evidenced by the issuance of a Certificate of Completion.

15.2. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between the Parties shall be sufficiently given upon dispatch if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Parties as set forth in Section 2.4. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by mail.

15.3. Conflicts of Interest

No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly involved.

15.4. Warranty Against Payment of Consideration for Agreement

Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement other than normal costs of

conducting business and costs of professional services such as for architects, engineers, and attorneys.

15.5. Non-liability of Agency Officials and Employees

No member, official, or employee of Agency shall be personally liable to Developer in the event of any default or breach by Agency or for any amount which may become due to Developer or on any obligations under the terms of this Agreement.

No member, official, owners, or employee of Developer shall be personally liable to Agency in the event of any default or breach by Developer or for any amount which may become due to Agency or on any obligations under the terms of this Agreement.

15.6. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; unusually severe weather; inability to secure necessary labor, material, or tools; acts of another Party; proceedings before or acts or failures to act of any public or governmental agency or entity, including approvals by any historic preservation agency (other than acts or failures to act of Agency shall not excuse performance by Agency); approvals by building officials for issuance of building permits; and temporary cessation of work for archeological digs, environmental analysis, or removal of hazardous or toxic substances; or any causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the Parties.

15.7. Inspection of Books and Records

Agency has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Developer pertaining to the Private/Public Project as pertinent to the purposes of this Agreement. No inspection by Agency shall, however, cause any document, information, or record of Developer to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to Agency by Developer. If Developer claims any part of a submission as required under this Agreement is exempt from disclosure under the Idaho Public Records Act, then Section 15.10 applies. Developer also has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Agency pertaining to the Private/Public Project as pertinent to the purposes of this Agreement.

15.8. Reports, Studies, and Test

If Developer does not proceed with the purchase of the Property and development of the Private/Public Project, Agency may retain possession of any reports, studies and test results prepared by Developer's consultants, including any soils or engineering tests concerning the Property, previously submitted by Developer. Building and improvement designs, plans and specifications are not intended to be covered by the preceding sentence. However, Developer agrees not to prevent Agency from obtaining building and improvement designs, plans, and specifications from Developer's design professionals if Agency and such design professionals enter into a separate arrangement for Agency to obtain such designs, plans, and specifications. In that event, Agency shall reimburse Developer for its out-of-pocket design costs. Agency or any other person or entity designated by Agency shall be free to use such reports, studies, and test results for any reason whatsoever without cost or liability thereof to Developer or any other person, except to the extent Agency may have to reach agreement with Developer's consultants. Developer does not make and hereby expressly disclaims any representation or warranty as to the accuracy of any such information or Agency's right to rely thereon.

15.9. Attorney Fees

In the event of any action or proceeding at law or in equity between the Parties to enforce any provision of this Agreement or to protect or establish any right or remedy of any Party hereunder, the unsuccessful Party to such litigation, shall pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing Party (including such costs and fees incurred on appeal), and if such prevailing Party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment.

15.10 Public Records Law

All documents in Agency's possession are public records subject to inspection and copying under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. If Developer claims any part of a submission as required under this Agreement is exempt from disclosure under the Idaho Public Records Act, Developer must: 1.) Indicate by clearly marking the pertinent document "CONFIDENTIAL"; and 2.) Reference the specific section of Idaho Code under which the documents are deemed exempt from disclosure. Marking the entire submission as "Confidential" is not in accordance with Idaho Public Records Act and will not be honored. Agency, to the extent allowed by law and in accordance with these instructions, will honor a nondisclosure designation. By claiming materials to be exempt from disclosure under the Idaho Public Records Act, Developer expressly agrees to defend, indemnify, and hold Agency harmless from any claim or suit arising from Agency's refusal to disclose such materials pursuant to Participant's designation. Any questions regarding the applicability of the Public Records Act should be addressed to Developer's legal counsel prior to submission.

As an alternative to formal submittal of required information under this Agreement, Developer may allow or require a visual inspection and review of such information by Agency staff.

16. SPECIAL PROVISIONS

16.1. Amendment of Redevelopment Plan

Pursuant to the provisions of the Redevelopment Plan, Agency agrees that no amendment that changes the uses or development permitted on the Property or changes the restrictions or controls that apply to the Property or otherwise affects the Property shall be made or become effective without the prior written consent of Developer. Amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of Developer. Additionally, an amendment to the Redevelopment Plan seeking to deannex the Property from the revenue allocation area shall not require Developer consent.

16.2. Submission of Documents for Approval

Whenever this Agreement requires any Party to submit plans, drawings, or other documents to another Party for approval, which shall be deemed approved if not acted on by the approving Party within a specified time, said plans, drawings, or other documents shall be accompanied by a letter stating that they are being submitted and shall be deemed approved unless rejected by the approving Party within the stated time unless such time frame is expressly set forth in this Agreement. If there is no time specified herein for such Party's action, the approving Party may submit a letter requiring approval or rejection of documents within thirty (30) days after submission or such documents shall be deemed approved.

Whenever in this Agreement any approval provision is triggered by the Agency's receipt of a complete submission, the Agency will have ten (10) business days upon Agency's confirmation of receipt of the submission to review the submission for completeness and to provide notice to Developer in writing (including by e-mail) that the submission is incomplete and identifying the missing information from the submission. The Parties agree to work collaboratively to resolve the missing items or to make a determination that Developer cannot submit the missing information due to its lack of existence, or other reasonable explanation. Developer will then submit the updated submission and the Agency will have three (3) business days to review the updated submission for completeness and to provide notice to developer in writing (including by e-mail) that the submission is incomplete, and the Parties shall meet again to resolve the missing items. This process shall continue until the Parties reach agreement on the completeness of the submission. Agency's failure to provide written notice of the completeness of the submission following Agency's confirmation of receipt of the submission means the submission is deemed complete and approved by Agency.

16.3. Computation of Time

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, "legal holiday" means a legal holiday recognized by Agency on which the offices of Agency are closed for regular business.

16.4. No Third-Party Beneficiary

The provisions of this Agreement are for the exclusive benefit of Agency, Developer and their successors and assigns, and not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person except for provisions expressly for the benefit of a mortgagee or lender of Developer, or its successors and assigns.

16.5. Dispute Resolution

The Parties agree to first consider settling any dispute in an amicable manner by mediation, as the Parties may mutually agree before resorting to litigation. The costs of such mediation, if elected, shall be equally split between the Parties. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, or if the Parties cannot mutually agree to attempt to settle any dispute by mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity as provided in this Agreement. Subject to Sections 14.6.1 and 14.6.2, neither Party shall terminate this Agreement while the Parties are pursuing resolution of the dispute by mediation.

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

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

16.7. Entire Agreement, Waivers, and Amendments

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof including, without limitation, the ANE. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Developer.

16.8. Effective Date of Agreement

This Agreement, when executed by Developer and delivered to Agency, must be authorized, executed, and delivered by Agency within forty-five (45) days after the date of signature by Developer or this Agreement shall be void, except to the extent that Developer shall consent in writing to further extensions of time for the authorization, execution, and delivery of this Agreement. Developer recognizes that Agency must comply with certain notice, solicitation, and comment periods and a disclosure process as required by law. Because of that process Agency may be unable to execute this Agreement as proposed, and in such event, this Agreement shall be void. The effective date of this Agreement (the “Effective Date”) shall be the date when this Agreement has been signed by Agency.

16.9. Anti-Boycott Against Israel Certification

In accordance with Idaho Code Section 67-2346, Developer, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

16.10. Use of Geothermal Resource

Developer shall investigate the feasibility of using the City’s geothermal resource for heating the Mixed-Use Housing and Mobility Hub Project. The Developer shall contact and discuss the use of this resource with the City’s Public Works Department. In the event Developer determines not to avail itself of this resource it shall provide the Agency with documentation explaining its reason for not using this resource and evidence of contact with the City Public Works Department.

16.11. Estoppel Certificates

At the request of any Party, the other Party, within ten (10) days following such request, shall execute and deliver to the requesting Party a written statement in which such other Party shall certify that this Agreement is in full force and effect; that this Agreement has not been modified or amended (or stating all such modifications and amendments); that no Party is in default under this Agreement (or setting forth any such defaults); that there are not then existing set-offs or defenses against the enforcement of any right or remedy of any Party, or any duty or obligation of the certifying Parties (or setting forth any such set-offs or defenses); and as to such other matters relating to this Agreement as the requesting Party shall reasonably request.

16.12. Good Faith Cooperation

The Parties shall cooperate fully with each other and their respective representatives in connection with any actions required to be taken as part of their respective obligations under this Agreement. It is agreed by all Parties hereto to act in good faith in compliance with all of the

terms, covenants, and conditions of this Agreement and shall deal fairly with each other. The Parties shall promptly do and perform such further acts and execute and deliver all further instruments required by law or which may be reasonably requested by any Party to establish, maintain, and protect the respective rights and remedies of any party to carry out and effect the intent and purposes of this Agreement. The Parties shall work collaboratively to perform their duties under this Agreement in a manner that helps reinforce the collective goals of the Parties and Developer as set forth in the Joint Proposal; however, nothing in this paragraph shall limit the Parties' rights or remedies under this Agreement as each faithfully performs its duties.

[signatures on following page]

AGENCY:


THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic

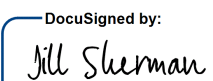
By: _____
John Brunelle
Executive Director

_____, 2023

DEVELOPER:

BLOCK 68 SOUTH DEVELOPMENT LLC
an Idaho limited liability company

By:  _____
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J. Dean Papé
Manager
12/1/2023
_____, 2023

By:  _____
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Jill Sherman
Manager
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_____, 2023

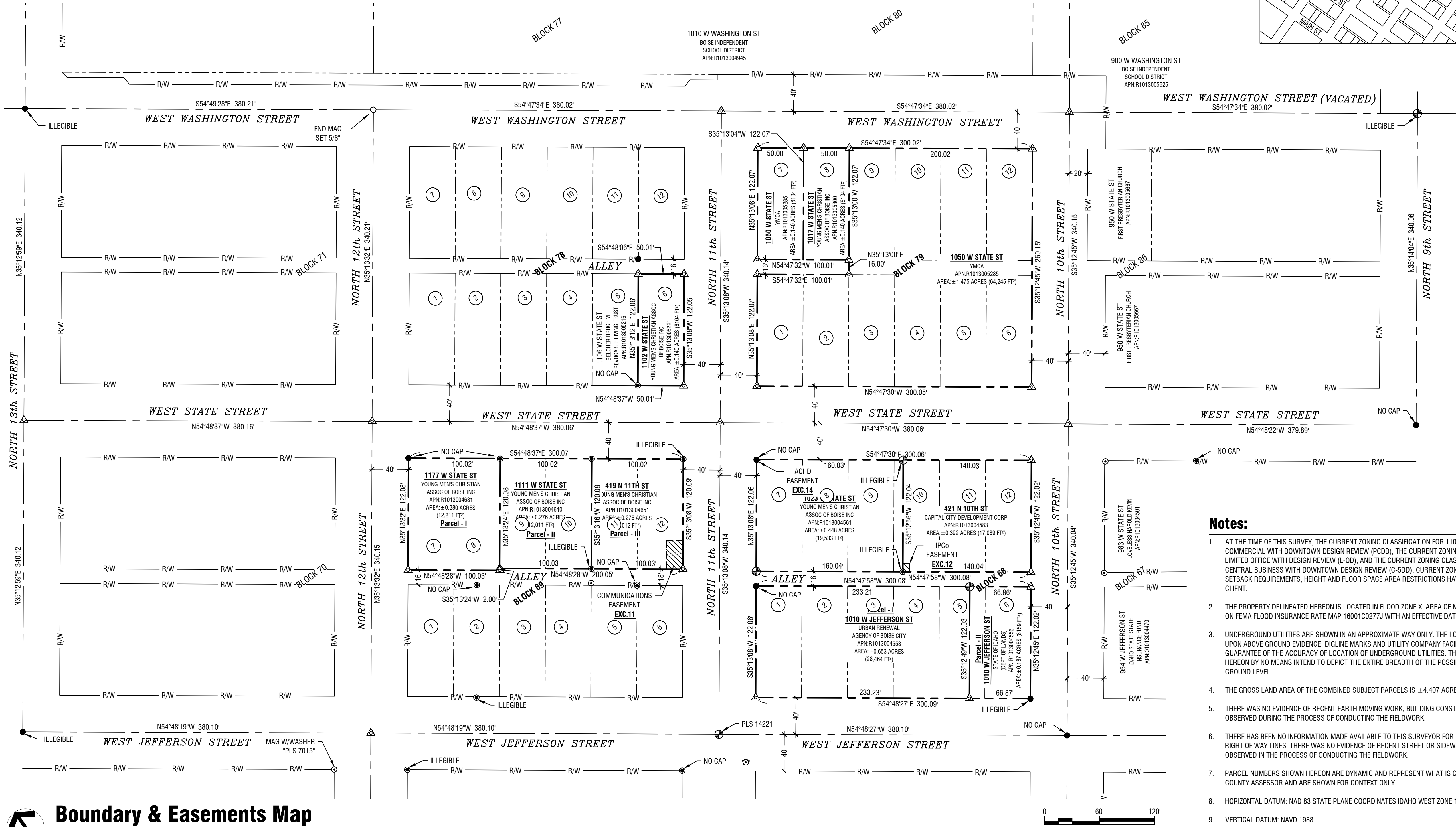
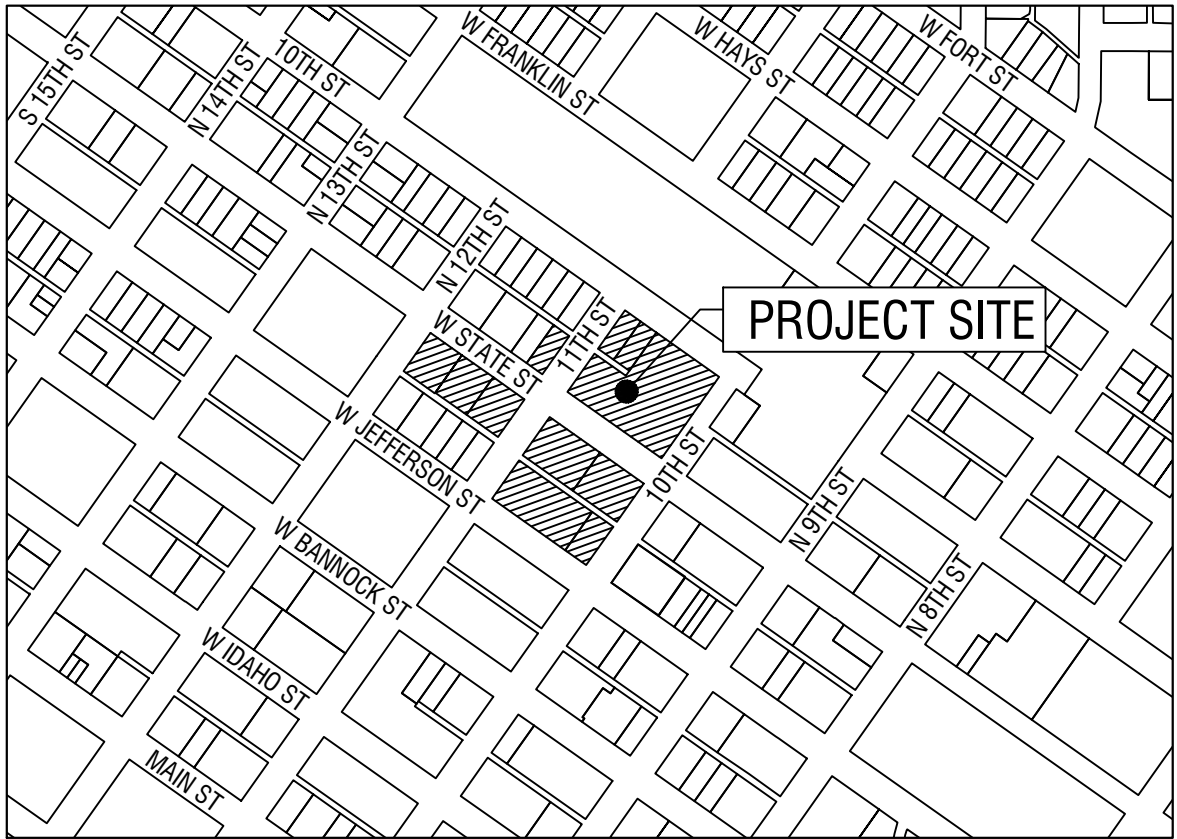
Attachment 1

Depiction of Block 68 S Mixed-Use Housing and Mobility Hub Development
Project Site

ALTA/NSPS Land Title Survey

for
deChase Miksis Development
Being all of Blocks 68 & 79, and portions of Blocks 69 & 78,
of the Boise City Original Townsite,
Situate in the South 1/2 of Section 3,
Township 3 North, Range 2 East, Boise Meridian
City of Boise, Ada County, Idaho
2022

Vicinity Map:



Boundary & Easements Map

- Keynotes:**
- UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND EVIDENCE AND UTILITY COMPANY FACILITY MAPS. THE SURVEYOR MAKES NO GUARANTEE OF THE ACCURACY OF LOCATION OF UNDERGROUND UTILITIES.
 - THE BASIS OF BEARING OF THIS MAP IS GRID NORTH ON THE IDAHO STATE PLANE COORDINATES SYSTEM (NAD 83). WEST ZONE, AS DETERMINED BY GLOBAL POSITIONING SYSTEMS METHODS. ANY DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.

Encroachment Note:
VARIOUS BUILDINGS ENCOACH OVER THE PROPERTY LINE INTO THE RIGHT OF WAY OF WEST JEFFERSON STREET AND NORTH 10TH STREET, AS WELL AS THE ALLEYWAY OF BLOCK 68, AS SHOWN ON SHEET 5.

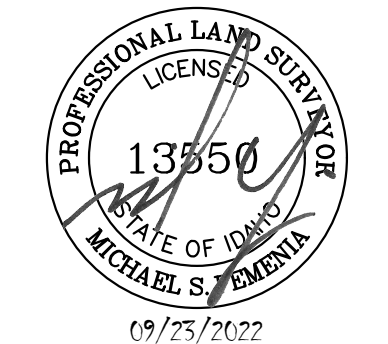
- Legend:**
- FOUND ALUMINUM CAP MONUMENT, STAMPED "PLS 4487", OR AS SHOWN
 - FOUND 5/8" REBAR, STAMPED "PLS 11574", OR AS SHOWN
 - FOUND 1/2" REBAR, STAMPED "PLS 7015", OR AS SHOWN
 - FOUND MAG NAIL
 - CALCULATED POINT, NOTHING FOUND OR SET
 - LOT NUMBER, BOISE CITY ORIGINAL TOWNSITE
 - SUBJECT PARCEL BOUNDARY LINE
 - ORIGINAL LOT LINE BOISE CITY ORIGINAL TOWNSITE (BCOT)
 - ROADWAY CENTERLINE
 - EASEMENT LINE
 - RIGHT-OF-WAY LINE

- Referenced Survey Table:**
- | | |
|-----|---|
| R1. | PLAT OF BOISE CITY ORIGINAL TOWNSITE, INSTRUMENT #9010586, RECORDS OF ADA COUNTY. |
| R2. | RECORD OF SURVEY No. 633, INSTRUMENT #8435409, RECORDS OF ADA COUNTY. |
| R3. | RECORD OF SURVEY No. 688, INSTRUMENT #8461012, RECORDS OF ADA COUNTY. |
| R4. | RECORD OF SURVEY No. 4063, INSTRUMENT #97096027, RECORDS OF ADA COUNTY. |
| R5. | RECORD OF SURVEY No. 7971, INSTRUMENT #107097633, RECORDS OF ADA COUNTY. |
| R6. | RECORD OF SURVEY No. 10295, INSTRUMENT #2015-101680, RECORDS OF ADA COUNTY. |
| R7. | RECORD OF SURVEY No. 10323, INSTRUMENT #2015-109707, RECORDS OF ADA COUNTY. |
| R8. | RECORD OF SURVEY No. 12913, INSTRUMENT #2021-085964, RECORDS OF ADA COUNTY. |

- Notes:**
- AT THE TIME OF THIS SURVEY, THE CURRENT ZONING CLASSIFICATION FOR 1102 W STATE ST. IS PEDESTRIAN COMMERCIAL WITH DOWNTOWN DESIGN REVIEW (PCDD). THE CURRENT ZONING CLASSIFICATION FOR BLOCK 79 IS LIMITED OFFICE WITH DESIGN REVIEW (L-OD). AND THE CURRENT ZONING CLASSIFICATION FOR BLOCKS 68 & 69 IS CENTRAL BUSINESS WITH DOWNTOWN DESIGN REVIEW (C-SD). CURRENT ZONING CLASSIFICATION, BUILDING SETBACK REQUIREMENTS, HEIGHT AND FLOOR SPACE AREA RESTRICTIONS HAVE NOT BEEN PROVIDED BY THE CLIENT.
 - THE PROPERTY DELINEATED HEREON IS LOCATED IN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD, AS SPECIFIED ON FEMA FLOOD INSURANCE RATE MAP 16001C0277J WITH AN EFFECTIVE DATE OF JUNE 19, 2020.
 - UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND EVIDENCE, DIGLINE MARKS AND UTILITY COMPANY FACILITY MAPS. THE SURVEYOR MAKES NO GUARANTEE OF THE ACCURACY OF LOCATION OF UNDERGROUND UTILITIES. THE UNDERGROUND UTILITIES SHOWN HEREON BY NO MEANS INTEND TO DEPICT THE ENTIRE BREADTH OF THE POSSIBLE FEATURES NOT OBSERVED FROM GROUND LEVEL.
 - THE GROSS LAND AREA OF THE COMBINED SUBJECT PARCELS IS ± 4.407 ACRES.
 - THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED DURING THE PROCESS OF CONDUCTING THE FIELDWORK.
 - THERE HAS BEEN NO INFORMATION MADE AVAILABLE TO THIS SURVEYOR FOR PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
 - PARCEL NUMBERS SHOWN HEREON ARE DYNAMIC AND REPRESENT WHAT IS CURRENTLY REPORTED BY THE COUNTY ASSESSOR AND ARE SHOWN FOR CONTEXT ONLY.
 - HORIZONTAL DATUM: NAD 83 STATE PLANE COORDINATES IDAHO WEST ZONE 1103
 - VERTICAL DATUM: NAVD 1988

- Sheet Index:**
- | |
|---|
| SHEET 1 - BOUNDARY & EASEMENT MAP |
| SHEET 2 - PLANIMETRIC MAP-BLOCK 78 |
| SHEET 3 - PLANIMETRIC MAP-BLOCK 79 |
| SHEET 4 - PLANIMETRIC MAP-BLOCK 69 |
| SHEET 5 - PLANIMETRIC MAP-BLOCK 68 |
| SHEET 6 - EXCEPTIONS, DESCRIPTION & CERTIFICATION |

Revisions	
1.	



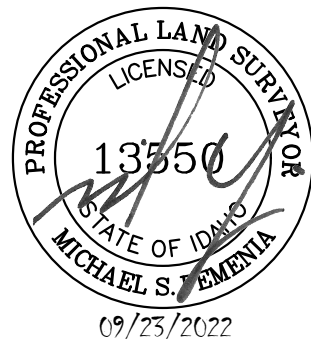
Project No.: 122095
Date of Issuance: September 23, 2022
Project Milestone:



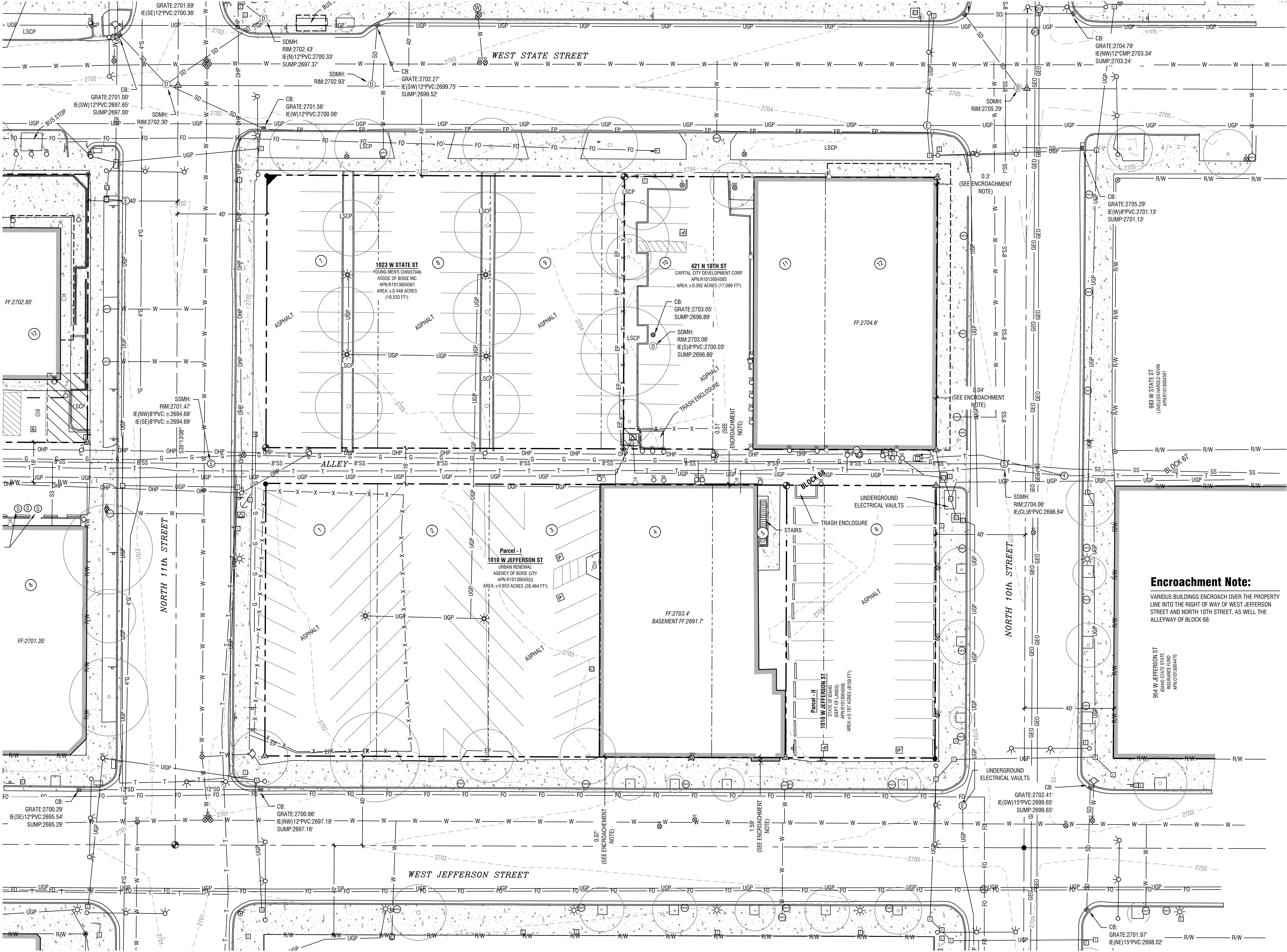
ALTA/NSPS Land Title Survey deChase Miksis Development

Block 68 Catalytic Redevelopment
Boise, ID 83702

Revisions	
1.	



Project No.: 122095
Date of Issuance: September 23, 2022
Project Milestone:



Encroachment Note:

VARIOUS BUILDINGS ENCRATCH OVER THE PROPERTY LINE INTO THE RIGHT OF WAY OF WEST JEFFERSON STREET AND NORTH 10TH STREET, AS WELL THE ALLEYWAY OF BLOCK 68.

954 W JEFFERSON ST
DANIEL S. KATZ
INSURANCE FUND
APR 01/01/2004/470

983 W STATE ST
LOVELESS HAROLD KEVIN
APR 01/01/2004/801



Planimetric Map- Block 68

Horizontal Scale: 1" = 20'





B L O C K 68

421 N. 10th St.

Property Description Commitment No.: 22459858

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

LOTS 11 AND 12 AND THE EASTERLY 40 FEET OF LOT 10, WHEN MEASURED PARALLEL WITH THE LINE DIVIDING LOTS 10 AND 11, IN BLOCK 68 OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

Title Commitment Order No.: 22459858

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT NUMBER 22459858, DATED JULY 28, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-15. EXCEPTIONS ARE NOTED AS: **"AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON"** OR **"AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON"**.

EXCEPTIONS:

- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE RECORDED NOVEMBER 24, 1867 IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. 6108.
RECORDED: DECEMBER 12, 2001 INSTRUMENT NO.: 101131220, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A/A/N UNDERGROUND EASEMENT.
GRANTED TO: IDAHO POWER COMPANY
PURPOSE: PERMANENT AND PERPETUAL EASEMENT AND RIGHT OF WAY, SUFFICIENT IN WIDTH TO INSTALL AND MAINTAIN AND 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 RIG
RECORDED: MAY 21, 2004 INSTRUMENT NO.: 104063204, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. ORD 45-20.
RECORDED: DECEMBER 11, 2020
INSTRUMENT NO.: 2020-171316, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON need document
- ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY NO. 12913 RECORDED JUNE 2, 2021 AS INSTRUMENT NO. 2021-085964, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

1023 W. State St.

Property Description File No.: 22461259

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

LOTS 7, 8 AND 9 AND THE WEST 10 FEET OF LOT 10, ALL IN BLOCK 68 OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

Title Commitment File No.: 22461259

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY TITLEONE, a TITLE AND ESCROW COMPANY COMMITMENT FILE NUMBER 22461259, DATED AUGUST 19, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-15. EXCEPTIONS ARE NOTED AS: **"AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON"** OR **"AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON"**.

EXCEPTIONS:

- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE FILED IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. 6108.
RECORDED: DECEMBER 12, 2001, INSTRUMENT NO.: 101131220, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY NO. 7971 RECORDED JULY 10, 2007 AS INSTRUMENT NO. 107097633, RECORDS OF ADA COUNTY, IDAHO.
AFFIDAVIT AUTHORIZING CHANGE ON RECORD OF SURVEY NO. 7971
RECORDED: OCTOBER 8, 2014, INSTRUMENT NO.: 2014-082246, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. ORD-45-20.
RECORDED: DECEMBER 11, 2020, INSTRUMENT NO.: 2020-171316, RECORDS OF ADA COUNTY, IDAHO
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A/A/N PERMANENT EASEMENT.
GRANTED TO: ADA COUNTY HIGHWAY DISTRICT
PURPOSE: PLACEMENT OF A PUBLIC RIGHT-OF-WAY: CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE AND PLACEMENT OF NECESSARY CULVERTS, SLUICES, DRAINS, DITCHES, WATERWAYS, EMBANKMENTS, RETAINING WALLS, GRADE SEPARATION STRUCTURES, ROADSIDE IMPROVEMENTS, PEDESTRIAN FACILITIES, AND ANY OTHER STRUCTURES, WORKS OR FIXTURES INCIDENTAL TO THE PRESERVATION OR IMPROVEMENT OF AN ADJACENT HIGHWAY; AND STATUTORY RIGHTS OF ACHD, UTILITIES AND IRRIGATION DISTRICTS TO USE THE PUBLIC RIGHT OF WAY
RECORDED: MAY 18, 2022, INSTRUMENT NO.: 2022-048085, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
- RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

1010 W. Jefferson St.

Property Description File No.: 22456463

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

PARCEL I:
LOT 1, 2, 3, AND 4 AND THE WEST 33.15 FEET OF LOT 5 IN BLOCK 68, IN BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

PARCEL II:
THE EAST 16.85 FEET OF LOT 5 AND ALL OF LOT 6 IN BLOCK 68, IN BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

Title Commitment File No.: 22456463

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY TITLEONE, a TITLE AND ESCROW COMPANY COMMITMENT FILE NUMBER 22456463, DATED AUGUST 18, 2022 (REVISION AUGUST 26, 2022). EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-14. EXCEPTIONS ARE NOTED AS: **"AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON"** OR **"AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON"**.

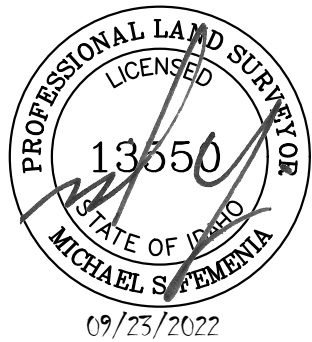
EXCEPTIONS:

- ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY NO. 633 RECORDED JULY 17, 1984 AS INSTRUMENT NO. 8435409, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN A/A/N ORDINANCE NO. 6108.
RECORDED: DECEMBER 12, 2001, INSTRUMENT NO.: 101131220, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- TERMS AND CONDITIONS CONTAINED IN A/A/N ORDINANCE NO. ORD-45-20
RECORDED: DECEMBER 11, 2020, INSTRUMENT NO.: 2020-171316, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- UNRECORDED LEASEHOLD, IF ANY, AND THE RIGHTS OF VENDORS AND HOLDERS OF SECURITY INTERESTS IN PERSONAL PROPERTY OF TENANTS TO REMOVE SAID PERSONAL PROPERTY AT THE EXPIRATION OF THE TERM.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY NO. 687 RECORDED DECEMBER 10, 1984 AS INSTRUMENT NO. 8461011, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)

Surveyor's Certification:

TO: deCHASE MIKSIS DEVELOPMENT; YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE INC.; YMCA; CAPITAL CITY DEVELOPMENT CORP.; URBAN RENEWAL AGENCY OF BOISE; STATE OF IDAHO DEPARTMENT OF LANDS; TITLEONE, a TITLE AND ESCROW COMPANY AND COMMONWEALTH LAND TITLE INSURANCE COMPANY;:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 2, 3, 4, 5, 8, 13, 16, AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 10, 2022.



ALTA/NSPS Land Title Survey

for

deChase Miksis Development

Being all of Blocks 68 & 79, and portions of Blocks 69 & 78,
of the Boise City Original Townsite,
Situate in the South 1/2 of Section 3,
Township 3 North, Range 2 East, Boise Meridian
City of Boise, Ada County, Idaho
2022

B L O C K 69

1117 & 1111 W. State Street and 419 N. 11th Street

Property Description File No.: 22459864

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

PARCEL I:
LOTS 7 AND 8 IN BLOCK 69 OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

PARCEL II:
LOTS 9 AND 10 IN BLOCK 69 OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
EXCEPTING THEREFROM THAT PORTION DEEDED TO ADA COUNTY HIGHWAY DISTRICT AS DISCLOSED IN WARRANTY DEED, RECORDED JANUARY 22, 2015 AS INSTRUMENT NO. 2015-005136, RECORDS OF ADA COUNTY, IDAHO.

PARCEL III:
A PORTION OF LOTS 11 AND 12 IN BLOCK 69 OF BOISE CITY ORIGINAL TOWNSITE, AS FILED IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE, ADA COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHERLY MOST CORNER OF SAID LOT 11;
THENCE ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID LOTS 11 AND 12 SOUTH 54°48'05" EAST, 100.04 FEET TO THE EASTERLY MOST CORNER OF SAID LOT 12;
THENCE ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT 12 SOUTH 35°12'20" WEST, 120.02 FEET;
THENCE LEAVING SAID SOUTHEASTERLY BOUNDARY LINE NORTH 54°48'05" WEST, 100.05 FEET A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT 11;
THENCE ALONG SAID NORTHWESTERLY BOUNDARY LINE NORTH 35°12'39" EAST, 120.03 FEET TO THE POINT OF BEGINNING.

Title Commitment File No.: 22459864

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT FILE NUMBER 22459864, DATED AUGUST 18, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-17. EXCEPTIONS ARE NOTED AS: **"AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON"** OR **"AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON"**.

EXCEPTIONS:

- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE FILED IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCELS I, II, AND III)
- AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON** (PROPERTY BOUNDARY)
- AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A/A/N EASEMENT. GRANTED TO: US WEST COMMUNICATIONS, INC., A COLORADO CORPORATION
PURPOSE: CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REMOVE SUCH TELECOMMUNICATIONS FACILITIES RECORDED: JULY 3, 1991, INSTRUMENT NO.: 9136442, RECORDS OF ADA COUNTY, IDAHO. A CORRECTION OF EASEMENT FOR THE PURPOSE SHOWN BELOW:
GRANTED TO: U S WEST COMMUNICATIONS, INC., A COLORADO CORPORATION PURPOSE: CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REMOVE SUCH TELECOMMUNICATIONS FACILITIES, RECORDED: SEPTEMBER 12, 1991, INSTRUMENT NO.: 9150914, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCEL III)
- AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON**
- TERMS AND CONDITIONS CONTAINED IN A/A/N ORDINANCE NO. 6108.
RECORDED: DECEMBER 12, 2001 INSTRUMENT NO.: 101131220, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCELS I, II, AND III)
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
- TERMS AND CONDITIONS CONTAINED IN THE TEMPORARY LICENSE AGREEMENT BY AND BETWEEN ADA COUNTY HIGHWAY DISTRICT AND THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE, IDAHO, INC, AN IDAHO NON-PROFIT CORPORATION, RECORDED: FEBRUARY 5, 2015, INSTRUMENT NO.: 2015-009217, RECORDS OF ADA COUNTY, IDAHO. TERMS AND CONDITIONS CONTAINED IN AMENDMENT NO. 1 TO LICENSE AGREEMENT, RECORDED: OCTOBER 14, 2015, INSTRUMENT NO.: 2015-095083, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCEL II)
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
- RECORD OF SURVEY NO. 10323 RECORDED DECEMBER 2, 2015 AS INSTRUMENT NO. 2015-109707, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCEL III)
- AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON** (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN THE CORRECTION NOTICE OF BUILDABLE PARCEL FOR PARCEL CONSOLIDATION, RECORDED: OCTOBER 2, 2015, INSTRUMENT NO.: 2015-109863, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCEL III)
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
- TERMS AND CONDITIONS CONTAINED IN ORDINANCE NO. ORD-45-20.
RECORDED: DECEMBER 11, 2020
INSTRUMENT NO.: 2020-171316, RECORDS OF ADA COUNTY, IDAHO. (AFFECTS PARCELS I, II, AND III)
- AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON**
- RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

B L O C K 78

1102 W. State St.

Property Description File No.: 22461260

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

LOT 6 IN BLOCK 78 OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

Title Commitment File No.: 22461260

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY TITLEONE, a TITLE AND ESCROW COMPANY COMMITMENT FILE NUMBER 22461260, DATED AUGUST 19, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 10-13. EXCEPTIONS ARE NOTED AS: **"AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON"** OR **"AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON"**.

EXCEPTIONS:

- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT. RECORDED: APRIL 8, 1980, INSTRUMENT NO.: 8017229, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- TERMS AND CONDITIONS CONTAINED IN THE CORPORATE WARRANTY DEED. RECORDED: OCTOBER 21, 2003, INSTRUMENT NO.: 103179246, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- RIGHTS OF TENANTS IN POSSESSION AS TENANTS ONLY UNDER UNRECORDED LEASES.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

B L O C K 79

1023 W. State St. & 1017 W. Washington Street

Property Description File No.: 22447674

LEGAL DESCRIPTION FROM TITLE COMMITMENT:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BLOCK 79 OF BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
TOGETHER WITH A PORTION OF THE ALLEY 16'-0" WIDE AND 200'-0" LONG WITHIN BLOCK 79, BOISE CITY ORIGINAL TOWNSITE, ADJACENT TO LOTS 3 THROUGH 6, INCLUSIVE, AND LOTS 9 THROUGH 12, INCLUSIVE, OF SAID BLOCK.

Title Commitment File No.: 22447674

THE FOLLOWING EXCEPTIONS ARE AS REPORTED AND ARE IN ACCORDANCE WITH THE TITLE INSURANCE COMMITMENT FOR TITLE INSURANCE BY TITLEONE, a TITLE AND ESCROW COMPANY COMMITMENT FILE NUMBER 22447674, DATED JUNE 9, 2022. EXCEPTIONS ARE NUMBERED AND THESE NUMBERS CORRESPOND WITH THE ABOVE-REFERENCED TITLE COMMITMENT, SCHEDULE B - PART II, EXCEPTIONS, NUMBERS 11-21. EXCEPTIONS ARE NOTED AS: **"AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON"** OR **"AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON"**.

EXCEPTIONS:

- EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF BOISE CITY ORIGINAL TOWNSITE FILED IN BOOK 1 OF PLATS AT PAGE 1, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- ANY EASEMENTS OR 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 STREET OR ALLEY, VACATED BY ORDINANCE NO. 2671, RECORDED: JULY 1965, INSTRUMENT NO.: 615705, BOOK 51 OF MISCELLANEOUS RECORDS AT PAGE 621, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON (PROPERTY BOUNDARY)
- TERMS AND CONDITIONS CONTAINED IN A/A/N TEMPORARY LICENSE AGREEMENT BY AND BETWEEN THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, AN IDAHO CORPORATION AND ADA COUNTY HIGHWAY DISTRICT. RECORDED: AUGUST 19, 2010, INSTRUMENT NO.: 110076990, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- TERMS AND CONDITIONS CONTAINED IN A/A/N ORDINANCE NO. ORD-45-20. RECORDED: DECEMBER 11, 2020, INSTRUMENT NO.: 2020-071316, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN IDAHO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE) TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW AND ANY OTHER OBLIGATIONS SECURED THEREBY: AMOUNT: \$1,000,000.00.
TRUSTOR/GRANTOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION, DATED: AUGUST 29, 2014, RECORDED: SEPTEMBER 2, 2014, INSTRUMENT NO.: 2014-071247, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN IDAHO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE) TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW AND ANY OTHER OBLIGATIONS SECURED THEREBY: AMOUNT: \$600,000.00.
TRUSTOR/GRANTOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION, DATED: NOVEMBER 20, 2014, RECORDED: DECEMBER 2, 2014, INSTRUMENT NO.: 2014-097384, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN IDAHO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE) TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW AND ANY OTHER OBLIGATIONS SECURED THEREBY: AMOUNT: \$870,000.00.
TRUSTOR/GRANTOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION, DATED: AUGUST 17, 2015, RECORDED: AUGUST 18, 2015, INSTRUMENT NO.: 2015-075758, RECORDS OF ADA COUNTY, IDAHO. AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED, RECORDED: FEBRUARY 16, 2016, INSTRUMENT NO.: 2016-012868, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN UNRECORDED LEASE WITH CERTAIN TERMS, PROVISIONS, AND ANY OPTIONS OR RIGHTS OF FIRST REFUSAL, SET FORTH THEREIN, DISCLOSED BY: MEMORANDUM OF LEASE AGREEMENT, DATED: MARCH 13, 2017, LESSOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, LESSEE: VERIZON WIRELESS (VAW) LLC D/B/A VERIZON WIRELESS, RECORDED: MAY 22, 2017, INSTRUMENT NO.: 2017-045374, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- AN IDAHO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE) TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW AND ANY OTHER OBLIGATIONS SECURED THEREBY: AMOUNT: \$368,793.00.
TRUSTOR/GRANTOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION DATED: AUGUST 1, 2017, RECORDED: AUGUST 14, 2017, INSTRUMENT NO.: 2017-075203, RECORDS OF ADA COUNTY, IDAHO.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- NOTICE OF A LIEN FILED IN THE OFFICE OF THE SECRETARY OF STATE, AGENCY: IDAHO DEPARTMENT OF LABOR, NAMED PARTY: YOUNG MEN'S CHRISTIAN ASSOC INC, DBA TREASURE VALLEY FAMILY YMCA AMOUNT: \$482.16, FILING DATE: MARCH 11, 2020, FILING NUMBER: 20200335486.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON
- UNRECORDED LEASEHOLD, IF ANY, AND THE RIGHTS OF VENDORS AND HOLDERS OF SECURITY INTERESTS IN PERSONAL PROPERTY OF TENANTS TO REMOVE SAID PERSONAL PROPERTY AT THE EXPIRATION OF THE TERM.
AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED HEREON

Exceptions, Description & Certifications deChase Miksis Development

Block 68 Catalytic Redevelopment
Boise, Idaho 83702

Revisions	
1.	

Project No.:	122095
Date of Issuance:	September 23, 2022
Project Milestone:	

Attachment 2 Legal Description of the Property

Original DDA Parcel:

Agency Parcel: 1010 W. Jefferson – Block 68 S
Ada County Parcel No. R1013004553

Lot 1, 2, 3, and 4 and the West 33.15 feet of Lot 5 in Block 68, in Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

Paved Parking Lot:

Ada County Parcel #R1013004556.

The East 16.85 feet of Lot 5, and all of Lot 6 in Block 68 of BOISE CITY ORIGINAL TOWNSITE, according to the official plat thereof filed in Book 1 of Plats at Page 1, Official Records of Ada County, Idaho.

According to the available records, the purported address of the land is:
1010 West Jefferson Street
Boise, Ada County, Idaho 83702

Attachment 3

Schedule of Performance

Block 68 South DDA - Schedule of Performance

Action	Due	Section	Notes
Effective Date	[12/11/2023]	16.8	Date Agreement is executed by both Parties.
Record Amended Memorandum	Deliver to Escrow within 5 business days after the Effective Date, to be recorded upon receipt [12/18/2023]	07.2	Parties will deliver a copy of this Agreement and the original Amended Memorandum to the Escrow Agent within 5 business days of the Effective Date and cause the Escrow Agent to record the Amended Memorandum in the real property records of Ada County upon receipt.
Share Due Diligence Results	Upon completion	03.1.2	Developer will provide a list and copies of all reports, studies, and test results for the Property to Agency
Title Insurance	Within 15 days of the Effective Date [12/26/2023]	03.2	Developer will receive the updated Commitment for Title Insurance and underlying title documents disclosed therein for the Property to include the Paved Parking Lot, issued by the Title Company.
Title Objections	30 days from Developer's receipt of the Title Report	03.2	Developer will notify Agency of any objections it may have with respect to the title report. Failure to give notice within 30 days will be deemed approval of matters in the Title Report.
Response to Title Objections	30 days after receipt of the Title Objections	03.2	Agency will notify Developer that it (a) will cause or (b) elects not to cause any or all Title Objections to be removed or insured by the Title Company. Failure to notify Developer within such 30 day period will be deemed an election by the Agency to not remove or insure Title Objections.
Terminate/Waive/Propose Abatement	20 days from receipt of Agency's Response to Title Objections	03.2	Developer may (a) terminate the Agreement; or (b) waive such Title Objections; or (c) propose an abatement or reduction in the purchase price.
Response to Developer	5 business days from Developer's Response	03.2	Agency will accept or reject Developer's response to the Title Objections.
Mobility Hub Proposal	On or before December 15, 2023 [12/15/2023]	05.2	Developer shall submit to Agency's Executive Director the Mobility Hub Proposal as described in the DDA.
Mobility Hub Proposal Updates	Every 60 days following the receipt of a complete submission or Agency comments	05.2	Developer will provide Mobility Hub updates until the Parties draft: the condominium plat, the Purchase and Sale Agreement for the Agency's acquisition of the Agency Garage Unit, the Declaration of Covenants, Conditions and Restrictions for the Mobility Hub Condominium, and the Parking Management Agreement.
Schematic Design Documentation	October 18, 2023 [10/18/2023]	09.5	Developer submitted the Schematic Design Documents (listed in DDA) and the Parties met within 10 business days of the submission to review Agency staff comments per the DDA.
Agency Board approval/conditional approval/disapproval of the Schematic Design Documentation	On or before December 1, 2023 [12/1/2023]	09.5	Agency Board shall approve or disapprove the Developer's Schematic Design Documentation and will direct Agency staff to set forth the Agency Board's position in writing.

Resubmit Schematic Design Documentation	No later than December 21, 2023 [12/21/2023]	09.5	Developer will resubmit Schematic Design Documentation, modified to conform to the Agency's requirements, for Executive Director approval. This process shall continue until the Parties reach agreement on Schematic Design Documentation.
Reuse Appraisal Data	On or before December 18, 2023 [12/18/2023]	6.2	Developer shall submit to Agency and the Reuse Appraiser the data required to prepare the Reuse Appraisal for the Project, and will promptly supply any supplemental data requested. Agency will engage Mountain States Appraisal to perform the Reuse Appraisal.
Design Development Drawings	March 15, 2024 [3/15/2024]	09.6	Developer shall submit Design Development Drawings (listed in DDA) to the Executive Director with a clear chart showing itemized changes or new information from the approved Revised Design and Schematic Design Documentation.
Agency Review of Design Development Drawings	Within 21 days of receipt of a complete submission	09.6	Agency's Executive Director will approve or disapprove in writing.
Evidence of Financing	No later than April 30, 2024 [4/30/2024]	04.1	Developer shall submit evidence satisfactory to Agency's Executive Director that Developer will have at or before Closing the financial capacity necessary for the development of the Project. See DDA for list of evidence. Per Section 7.1., the Parties will meet and confer regarding the Schedule of Performance to determine whether to proceed with an amendment to this Agreement to update the Schedule of Performance.
Review Evidence of Financing	Within 45 days of receiving Evidence of Financing (complete submission)	04.2	Agency Executive Director shall approve, conditionally approve or disapprove of Evidence of Financing. If they conditionally approve or disapprove such evidence of financing, they shall do so by written notice stating the specific reasons for such conditional approval or disapproval.
Resubmit Evidence of Financing	20 days following receipt of written notice of conditional approval or disapproval	04.2	Developer shall promptly resubmit its evidence of financial capability, modified to conform to Agency's requirements. The process outlined in Section 4.2. shall continue until the Parties reach agreement on the preliminary evidence of financing.
Monthly Financing Update	May 15, 2024 and on the 15th of each month until Closing [5/15/2024]	04.3	Developer will provide a financing update to Agency, in writing, or in a format as otherwise agreed to by the Parties, and will update preliminary evidence of financing submissions when available.
Type 4 Agreement	Developer will execute May 27, 2024 [5/27/2024] for the Agency Board to consider at its regularly scheduled June 2024 meeting.	12.1	Agency and Developer shall enter into the Type 4 Agreement in order to facilitate coordination with Agency regarding the undergrounding or improvement of the Project Site's utilities in or adjacent to the 11th Street right-of-way and other public infrastructure improvements.
Purchase and Sale Agreement: Agency Garage Unit	At or prior to Closing	05.1	The Parties will execute the Purchase and Sale Agreement for the Agency Garage Unit.

Condominium documents and PSA for Mobility Hub	On or before March 1, 2024 [3/1/2024]	09.6.2	Developer shall submit to Agency and other purchasers of condominium and/or users of the Mobility Hub for review and approval, or consent: the condo plat; PSA; Master Declaration of Covenants, Conditions and Restrictions for the Mobility Hub Condominium.
Agency Review of Condo Decs and Parking Agreements	Within 30 days of receipt of a complete submission	09.6.2	Agency and Developer agree to promptly review and provide any comments to the other within 30 days of receipt of the Condominium documents, PSA, and PMA.
Parking Management Agreement	On or before April 15, 2024 [4/15/2024]	09.6.2	Agency shall submit to Developer and other purchasers of condominiums and/or users of the garage portion of the Project for review and approval or consent, the Parking Management Agreement.
Agency Review of Condo Decs and Parking Agreements	Within 30 days of receipt of a complete submission	09.6.2	Agency and Developer agree to promptly review and provide any comments to the other within 30 days of receipt of the Condominium documents, PSA, and PMA.
Final Construction Documents (CD)	On or before July 1, 2024, and no later than submission for a building permit [7/1/2024]	09.7	Developer shall submit to the Executive Director the Final Construction Documents with a chart clearly showing any changes from the approved Design Development Drawings.
Meeting to Discuss Final Construction Documents	Within 10 business days of a Complete Submission of the Final Construction Documents	09.7	Agency and Developer will meet at least once to review Agency comments to the Final Construction Drawings. To the extent the Agency has changes to the Final Construction Drawings requiring modifications to the plans and/or drawings submitted with the permit application to the City, Developer will update the permit set and will work to incorporate the changes through the City permitting process.
Agency Review of Final Construction Documents	Within 15 days of receipt of a complete submission of the Final Construction Documents	09.10	Agency's Executive Director will approve, approve conditionally, or disapprove in writing. The City's approval shall constitute Agency's approval subject to the Executive Director's approval or conditional approval.
Reconciliation Reuse Appraisal Data	Within 15 days of Developer's application for issuance of a building permit	06.2	Developer will submit updated Reuse Appraisal Data, specifically identifying any material changes to the Reuse Appraisal Data previously submitted to support the Reuse Appraisal.
Substantial Changes to Drawings	If Developer desires to make any substantial change to SD, DD, or CD after Agency approval	09.11	Developer will submit such change to Agency Board for approval. Following submission to the Agency's Executive Director, and following receipt of a complete submission showing the substantial change, the Agency Board will consider the proposed change at its next regularly scheduled meeting.
Agency approval/disapproval of Substantial Change	Within 15 days of Board Meeting considering Substantial Change	09.11	Agency Board shall approve or disapprove of the substantial change and will direct Agency staff to set forth the Agency Board's position in writing within 15 days of the Agency Board meeting considering the substantial change.
Resubmit Documents Supporting the Substantial Change	Within 20 days of Written Response to Substantial Change	09.11	Developer will resubmit the documents supporting the substantial change, as modified to conform to the Agency's requirements, for Executive Director approval.

Supplemental Title Report	Not less than 20 business days prior to Closing	03.2	Developer shall obtain a supplement to the Title Report
Supplemental Title Objections	5 business days from receipt of the Supplemental Title Report	03.2	Developer will notify Agency of any objections it may have with respect to the supplemental title report. Failure to give notice within 5 business days will be deemed approval of matters in the Supplemental Title Report.
Response to Title Objections	5 business days after receipt of the Supplemental Title Objections	03.2	Agency will notify Developer that it (a) will cause or (b) elects not to cause any or all Supplemental Title Objections to be removed or insured by the Title Company. Failure to notify Developer within such 5 day period will be deemed an election by the Agency to not remove or insure Supplemental Title Objections.
Terminate/Waive/Propose Abatement	3 business days from receipt of CCDC's Response to Title Objections	03.2	Developer may (a) terminate the Agreement; or (b) waive such Supplemental Title Objections; or (c) propose an abatement or reduction in the purchase price.
Response to Developer	Within 2 business days from Developer's Response	03.2	Agency will accept or reject Developer's response to the Supplemental Title Objections.
Completion Guaranty	Prior to Closing	04.1.1	Developer will deliver the Completion Guaranty to Agency subject to the requirements listed in the DDA.
Terminate Utilities	Prior to Closing	07.2.1	Agency shall cause all utilities serving the Property to be terminated on or before Closing and shall be responsible for costs associated with utility service prior to Closing.
Closing Funds	Prior to Closing	07	Developer will deposit the balance of the Purchase Price, if any, to escrow.
Agency Deliveries to Escrow	On or prior to Closing	07.2.3	Agency shall deliver to Escrow Agent documents listed in the DDA.
Developer Deliveries to Escrow	On or prior to Closing	07.2.4	Developer shall deliver to Escrow Agent documents listed in the DDA.
Agency Conditions to Closing	Prior to Closing	07.3.1	See list in DDA. Agency may waive any Conditions in Section 7.3.1 in writing signed by Agency and delivered to Developer (Section 7.5). If a party is not in a position to know whether or not a condition has been satisfied, the Party that is aware shall immediately notify the other (Section 7.4).
Developer Conditions to Closing	Prior to Closing	07.3.2	See list in DDA. Developer may waive any Condition in Section 7.3.2 in writing signed by Developer and delivered to Agency (Section 7.5). If a party is not in a position to know whether or not a condition has been satisfied, the Party that is aware shall immediately notify the other (Section 7.4).
Closing	Within 10 days of all closing conditions being met or waived and no later than August 15, 2024 [8/15/2024]	07.2.2	Closing shall occur within 10 days after all Agency and Developer Closing Conditions (Sections 7.3.1 and 7.3.2) other than conditions on delivery of documents and funds (which shall occur during said 10-day period) are satisfied or waived.
Termination	if Escrow is not in condition to close by August 15, 2024 [8/15/2024]	07.2.2, 7.2.6 & 07.6	If the Escrow is not in condition to close before the time for conveyance, either Party who has fully performed before Closing may, in writing, terminate this agreement in the manner set forth in Section 14.6. If neither Party has fully performed, no termination or demand for return of documents or funds shall be recognized until the conditions of Section 7.2.6. are met.

Issuance of Building Permit/Commence Demolition & Clearance of Property	Within 60 days of Closing	03.4	Within 60 days of Closing, the City will issue a permit and Developer will commence demolition and clearance on the Site.
Construction Reporting	Monthly following Closing	09.12.1	Developer will provide Agency with a monthly written status report in sufficient time to allow for distribution to Agency's Board two Friday's prior to the Agency's monthly meeting and if requested, attend and provide oral status reports to the Board.
Project Completion	No later than September 30, 2026 [9/30/2026]	07.1	Time periods in the Schedule of Performance may be cumulatively extended for up to 60 days in total as described in the DDA.
Certificate of Completion	Promptly after Project Completion	11	Developer shall submit to Agency a request for a Certificate of Completion (Attachment 9). Agency shall promptly issue the Certificate of Completion if conditions of Section 11 have been met.
Reference/Ongoing Items			
Notice of Entry	48 hours prior to Entry	09.12.4	Agency will provide 48-hour notice before accessing property.
Submission of Documents for Approval		16.2	If no time specified, there is a 30 day review. Any approval provision triggered by Agency's receipt of a complete submission, the Agency will have 10 business days upon Agency's confirmation of receipt of the submission to review the submission for completeness and to provide Developer in writing that submission is incomplete and identifying missing information from the submission. Agency will have 3 business days to review updated submission.
Estoppel Certificate		16.11	At the request of any party within 10 days following such request, the party shall execute and deliver to the requesting party a written statement in which such other party shall certify the items listed in the DDA.
Curing Defaults	Within 60 days of Notice	14.2	
Dispute Resolution		16.5	

ATTACHMENT 4

MOBILITY HUB PROJECT DOCUMENT FRAMEWORK

This Mobility Hub Project Document Framework (the “Document Framework”) outlines the substantive documents concerning the development, management and operation of the proposed Mobility Hub Project and the Agency’s acquisition of a separate condominium unit as described and defined in the Block 68 South Amended and Restated Disposition and Development Agreement (“Agreement”) and as will be more definitively stated in the Parking Agreements as defined in the Agreement. For purposes of this Document Framework, the defined terms of Agency and Developer apply as stated in the Agreement. All other capitalized terms not otherwise defined herein will have the meaning ascribed in the Agreement. Collectively, the Agency and Developer may be referred to as the Parties.

The Parties, together with all other necessary parties, agree to cooperatively negotiate and ultimately execute the various documents referred to in this Document Framework substantively as stated.

BACKGROUND

A. Developer will acquire from Agency that certain real property as depicted and legally described on Attachments 1 and 2 of the Agreement (the “Property”). The Property is being developed as part of a mixed-use development with a variety of commercial, retail, residential, and parking uses located therein (the “Project” as defined in Section 2.5 of the Agreement).

B. Developer intends to develop and improve the Property and construct the Mobility Hub Project as defined and described in the Agreement.

C. Developer will create a condominium regime for the Mobility Hub Project, creating various units for parking use. The area of the Mobility Hub Project to be owned by Agency will be a separate condominium unit (the “Agency Garage Unit”).

D. Developer desires to develop, sell, transfer, and convey the Agency Garage Unit and Agency desires to purchase the Agency Garage Unit as generally set out in this Document Framework.

PRELIMINARY PARKING TERMS, INCLUDING ACQUISITION AND CONDOMINIUM DOCUMENTS

1. PURCHASE AND SALE. Developer agrees to sell and convey the Agency Garage Unit to Agency and Agency hereby agrees to purchase the Agency Garage Unit from Developer.

2. PURCHASE PRICE. The purchase price for the Agency Garage Unit is Eleven Million Dollars and 00/100 (\$11,000,000) (the “Purchase Price”) including 205 parking stalls (the “Parking Spaces”) within the Mobility Hub Project. Agency agrees to pay the Purchase Price in cash as set forth below:

- Agency progress payment of 25% of the Purchase Price at 25% completion of construction of the Mobility Hub Project as certified in writing to the Agency by the Mobility Hub Project architect, engineer, or contractor;
- Agency progress payment of 25% of the Purchase Price at 50% completion of construction of the Mobility Hub Project as certified in writing to the Agency by the Mobility Hub Project architect, engineer, or contractor;
- Agency progress payment of 25% of the Purchase Price at 75% completion of construction of the Mobility Hub Project as certified in writing to the Agency by the Mobility Hub Project architect, engineer, or contractor;
- Agency progress payment of 20% of the Purchase Price at completion of construction of the Mobility Hub Project as certified in writing to the Agency by the Mobility Hub Project architect, engineer, or contractor; and
- 5% retainage of the total Purchase Price to be held in escrow and to be released to Developer upon: (i) issuance of a temporary certificate of occupancy, or other necessary approvals for the Mobility Hub, (ii) 205 parking stalls are available for public use, and (iii) operational controlled access to the Mobility Hub, including an operational gate arm and connectivity with the parking operations system, such that the Mobility Hub can be used for its intended use and can be occupied, provided at such time all floors and parking may not be fully open to the public.

Agency’s Purchase Price shall include, in addition to the Parking Spaces within the Agency Garage Unit, the cost of the BikeBOI cold shell within the Mobility Hub Project, which shall be identified as a part of the Agency Garage Unit and transferred to the Agency upon completion and recordation of the condominium regime documents and payment of the Purchase Price. Agency will be required to customize the BikeBOI space above the “cold shell” (defined in the Agreement) required to be delivered by Developer at Agency’s cost and expense.

3. DESIGN AND MANAGEMENT. The Mobility Hub Project, which includes the Agency Garage Unit shall be designed and developed in compliance with the Agency Parking Structure Design Guidelines in effect as of the effective date of the Original Disposition and Development Agreement, except as set forth in the Agreement. The Mobility Hub shall be designed and managed for the use of the general public, 24 hours a day, 365 days a year.

4. RESERVED

5. RESERVED

6. CONDOMINIUM DOCUMENTS. Developer shall develop the Mobility Hub Project pursuant to the Agreement and shall condominiumize the Mobility Hub Project, for purposes of sale to Agency, the YMCA, St. Luke's Regional Medical Center, Ltd. ("SLHS"), and others. Parties acknowledge that in furtherance of the development and construction of the Mobility Hub Project, that Developer shall prepare and submit to Agency, the YMCA, SLHS, and other condominium owners for review and approval a condominium plat for the Mobility Hub Project which shall include the Agency Garage Unit (the "Condominium Plat") and a declaration satisfying the requirements of the Idaho Code to create a condominium (the "Condominium Declaration"). The Condominium Plat and Condominium Declaration are collectively referred to herein as the "Condominium Documents." The Parties agree that as to the Mobility Hub Project, the forms of the Condominium Documents will be subject to mutually agreed upon refinement, adjustment, and modification throughout the development of the Mobility Hub Project by the Parties, the YMCA, SLHS, and other condominium owners. The Agency's approval of the final form of the Condominium Documents, in writing, is required. Provided, such approval shall not be unreasonably conditioned, withheld, or delayed. Agency agrees to promptly review and provide any comments to Developer within thirty (30) days of receipt of the Condominium Documents. Agency and Developer agree to work together and with other interested parties, including the YMCA and SLHS, in good faith and promptly to resolve any issues associated with the Condominium Documents. Upon Agency's approval of the Condominium Documents, the purchase and sale agreement shall be amended to incorporate the legal description of the Agency Garage Unit that Agency will acquire derived from the Condominium Documents or condominium units upon recordation of the Condominium Documents. Developer shall have the right to further transfer, lease, condominiumize or subdivide its condominium unit to others for purposes of additional parking uses. However, all transfers by any condominium owner shall be specifically conditioned upon review and approval by Agency, and other condominium owners, which approval shall not be unreasonably withheld. Agency approves transfer of any portion of the condominium project other than the Agency Garage Unit to the YMCA

7. RESERVED

8. ADDITIONAL DOCUMENTATION. Developer and Agency acknowledge that due to the complexity of the development of the Project, including the construction and creation of the Mobility Hub Project and the Agency Garage Unit, their respective obligations hereunder, and the timing for completion of the construction of the Project, that financing of the construction and development of the Project necessitates their cooperative efforts. The documents related to this Project as set forth herein will require their joint efforts to satisfy certain obligations related to the lender financing of the development and construction of the Project including, potentially, the execution and delivery of various documents related to the financing of the Project, including, but not limited to easements, subordinations, assignments and other related instruments required from time to time by financial entities for the initial construction loan and subsequent permanent financing for the Parties' respective interests in the Project.

9. CONSTRUCTION. Developer plans to commence construction of the Mobility Hub Project on or before October 11, 2024 (the “**Start Date**”), and have the Mobility Hub component of the Mixed-Use Housing and Mobility Hub Project substantially completed on or before September 30, 2026 (the “**Completion Date**”).

10. RESERVED

11. RESERVED

12. AS-BUILT DRAWINGS. Developer shall provide as-built drawings of the Mobility Hub Project to Agency prior to closing of the purchase and sale agreement for the Agency Garage Unit. The as-built drawings shall be a revised set of drawings for the Mobility Hub Project submitted by the contractor that constructed the Mobility Hub Project upon completion of the construction of the Mobility Hub Project. The as-built drawings shall reflect all changes made in the specifications and working drawings during the construction of the Mobility Hub Project and show the exact dimensions, geometry, and location of all elements of the Mobility Hub Project. Provided Agency agrees that the as-built drawings for the Mobility Hub Project shall only be used in connection with the maintenance and operation of the Mobility Hub Project. Agency agrees that the as-built drawings will not be used in connection with the construction of another parking facility.

13. TIME OF SUBSTANTIVE COMPLETION OF THE GARAGE. Agency shall have the right to inspect the Agency Garage Unit prior to closing of the purchase and sale agreement for the Agency Garage Unit and determine that the Agency Garage Unit, as constructed, conforms to the Final Plans, in all material respects, as modified by agreement of the Parties, and subject to customary industry tolerances and variances.

14. TITLE INSURANCE, CLOSING CONDITIONS, REPRESENTATIONS, WARRANTIES, AND WARRANTIES OF CONSTRUCTION. Agency and Developer agree to include within the contemplated agreements standard conditions and processes concerning title insurance, due diligence, closing conditions, each party’s representations, and warranties, including warranties of construction.

PARKING MANAGEMENT AGREEMENT

Developer shall prepare and submit to Agency, YMCA, SLHS and other necessary parties for review and approval a parking garage management agreement for the Mobility Hub Project (the “Parking Management Agreement”). The Parking Management Agreement shall include appropriate provisions regarding the management and operation of the parking units and parking garage areas of the Mobility Hub Project and such other provisions as Developer, Agency, YMCA, SLHS and all other necessary parties determine are appropriate, that are not otherwise addressed in the Condominium Documents. The Agency’s approval of the final form of the Parking Management Agreement, in writing, is required as a condition to Closing. Provided, such approval shall not be unreasonably conditioned, withheld, or delayed. Agency

agrees to promptly review and provide any comments to Developer within thirty (30) days of receipt of the Parking Management Agreement. Agency and Developer agree to work together and with other interested parties, including the YMCA and SLHS, in good faith and promptly to resolve any issues associated with the Parking Management Agreement. The Parking Management Agreement shall apply only to the management and operation of the Mobility Hub Project and not the Mixed-Use Housing Project, as defined in the Agreement.

The Parking Management Agreement shall address and provide the following:

1. PURPOSE. The Parties acknowledge the improvement, use, operation, and maintenance of the Mobility Hub Project shall: (a) provide comfortable, safe, accessible parking for customers; (b) ensure unobstructed (subject to traffic control) ingress, egress, and location identification, including directional signage within the Mobility Hub Project; and (c) maximize the interests of Developer, Agency, YMCA, SLHS, and other condominium owners for the benefit of their respective customers. The Mobility Hub Project shall be operated as a self-park, public parking facility that is included within the system owned and operated by Agency currently under the brand name "ParkBOI" and as defined in the Agreement.

2. JOINT OPERATION. The Mobility Hub Project comprises approximately 571 parking spaces within the condominium project. Subject to the Parking Management Agreement, the Mobility Hub Project will be operated as a single facility creating an inventory of approximately 571 parking spaces allocated for (1) Developer ownership, (2) Agency ownership, (3) YMCA ownership, (4) SLHS, and (5) use by their respective customers, which includes the public (the "Permitted Users").

2.1 The Parties shall each, as to their respective units in the condominium and their undivided interests in the condominium's common areas, throughout the term of the Parking Management Agreement, together with the condominium association, keep open to customers the means of access including vehicle ramps within the Mobility Hub Project and the common areas at all times when the Mobility Hub Project is open to the public.

2.2 The Mobility Hub Project shall be open to the public twenty-four hours per day, seven days per week, every day of the year, except during an emergency necessitating closure and for days and times when repairs are performed or capital improvements are installed. Closure of the Mobility Hub Project, or limitations to areas that are portions of the Mobility Hub Project for the foregoing repairs or capital improvements shall be minimized and undertaken in a commercially reasonable manner in consultation with the Parties, condominium association, and the parking operator as such are defined.

2.3 The parking stalls shall be generally open and available for parking by users, subject to the following limitations:

a. Developer may transfer, lease, condo, and/or sub-condo the parking spaces other than those in the Agency Garage Unit for use by the YMCA

and other future users and owners. It is anticipated parking spaces will be comingled and any parker within the Mobility Hub Project may park in any available parking stall, subject to the Parking Management Agreement. All parking stalls will be operated and managed by ParkBOI.

b. Agency shall designate sixty-five (65) parking passes related to the Agency Garage Unit for use on a first come first served basis for tenants of the Workforce Housing Project. The designation and use of such sixty-five (65) parking passes shall be addressed in the Parking Management Agreement. These sixty-five (65) passes do not provide for designated or reserved spaces, but just an allocation of parking passes.

c. The Parties acknowledge that the number of parking stalls that Developer is constructing within the Mobility Hub Project are generally necessary to meet the parking needs of the uses planned for the Project. As such, the parking operator and the Parties, the YMCA, and other condo owners shall manage the Mobility Hub Project so as to ensure that upon completion of the Project, adequate monthly parking passes and short term parking are available for the tenants and the customers of the Project.

2.4 All of the parking spaces located within the Mobility Hub Project shall be available on a first come first served basis, and all potential parking customers shall have the same right of access and use to the Mobility Hub Project as any other parking customer generally.

2.5 The Mobility Hub Project shall be operated as a public parking facility and part of ParkBOI, subject to the terms and conditions of the Parking Agreements.

3. MAINTENANCE AND OPERATION OF THE GARAGE BY THE PARKING OPERATOR.

The Agency or condominium association shall contract with a parking garage management company ("Parking Operator") to operate and maintain the Mobility Hub Project in accordance with the terms of the Parking Agreements by implementing the Mobility Hub Project maintenance obligations set forth in the Condominium Declaration. The Parking Operator shall be selected by Agency and shall be pursuant to and adhere to the standards set forth in the Parking Operations Agreement for the Mobility Hub Project ("Parking Operations Agreement") together with applicable state and federal law. It is contemplated by the Parties that the Parking Operator shall be the same operator selected by Agency to operate and manage ParkBOI, the system owned and operated by Agency, unless Developer, YMCA, SLHS or other condominium owners raise commercially reasonable objections to the selection of such operator, at which point Developer, Agency, YMCA, SLHS and other condominium owners shall confer to identify the objections, solutions to those objections, and if they are valid, then the Parking Operator shall be selected pursuant to a subsequent procurement process in compliance with Agency's Parking Management Plan and applicable state and federal law. The condominium association shall not enter into Parking Operations Agreement with the Parking

Operator except with the consent and approval of the condominium owners as set forth in the Condominium Documents which shall not be unreasonably conditioned, delayed, or withheld. The Parking Operator's agreement with the condominium association shall be tied to a budget and plan approved in writing by the condominium owners. The Parking Operator shall coordinate with the condominium owners and the condominium association to ensure that its maintenance and operation of the Mobility Hub Project is consistent with the requirements of all construction or material warranties conveyed to the Parties upon completion of construction of the Mobility Hub Project, or that may be obtained by the Parties in the course of future maintenance, operation, replacement or repairs, it being the goal of the Parties that all warranties relating to the Mobility Hub Project be preserved to the extent reasonably possible.

4. MAINTENANCE AND OPERATION STANDARDS FOR GARAGE. The Parking Agreement shall address the Maintenance and Operations Standards for the Mobility Hub Project and shall include appropriate provisions for staffing, operating expenses, establishing an annual budget, insurance and the like.

5. ALLOCATED SHARE OF OPERATING EXPENSES AND REVENUE. The Parties acknowledge that operating expenses and revenue will be allocated among the Agency, Developer, YMCA, SLHS, and other condominium owners based on the percentage of parking stalls owned.

6. PARKING RATES AND ALLOCATION OF STALLS. Fees for transient parking (hourly) and monthly parking pass holders use of the parking spaces within the Mobility Hub Project, will be negotiated by Agency, Developer, YMCA, SLHS, and other condominium owners. The fees charged for the parking shall be at reasonable rates considering market conditions. Agency has authority to establish parking rates in the Agency Garage Unit in compliance with Agency parking policies, with input and discussion from Developer, YMCA, SLHS, and other condominium owners. Parties acknowledge that they both have experience with the operation of parking garages and that in the interest of maximizing revenue and operational efficiencies, the parking will be managed to optimize use. Notwithstanding the foregoing parking management and operations shall be regularly evaluated by Developer, Agency, YMCA, SLHS, and other condominium owners to ensure that the Mobility Hub Project functions in a commercially reasonable manner. The Parties commit to implement the Document Framework through consultation and communication with the YMCA, SLHS, and other condominium owners on an agreed upon interval.

Attachment 5

[Reserved]

Attachment 6

Joint Proposal

BLOCK 68 CATALYTIC REDEVELOPMENT

PROJECT NARRATIVE



PROJECT NARRATIVE

The proposed projects are a multi-block, mixed-use development that achieves all of CCDC’s Minimum Expectations as well as many of CCDC’s Visionary Outcomes. The project includes over two and a half city blocks of redevelopment, which, upon completion may include **over 600 new residential units for all income levels and ages**. It will also include 18,000 square feet of active ground-floor retail, 26,000 square feet of healthcare and/or education space, a 14,000 square-foot Child Development Center, and a new 98,000 square-foot downtown YMCA.

This proposal is in response to CCDC’s requirements and provides for the anticipated catalytic redevelopment of neighboring properties. It is important to note that all components of our proposed development project are designed within current City of Boise zoning guidelines.

BLOCK 68 - SOUTH (MOBILITY HUB)

The CCDC-owned property on the south half of Block 68 (Block 68 South) will be developed into a 20-story Type I high-rise building that will include active ground floor space, parking and mobility structure (Mobility Hub), and market-rate housing. The ground floor space includes residential amenities and the YMCA Child Development Center. The Child Development Center has been designed to be flexible and could also accommodate office, medical clinic/healthcare space, or retail.

The **Mobility Hub** includes ParkBOI, which will facilitate 158 public parking stalls for retail, visitors, and other short-term users. Per the terms noted in the Block 68 RFP, \$10 million will purchase parking stalls for the ParkBOI facility and BikeBOI. (The estimated cost to be paid for by the ParkBOI funds will pay for the contractor’s hard cost, soft costs, and financing costs, which are detailed in the Proposed Terms for CCDC Participation section.)

In addition to the ParkBOI parking in the Mobility Hub, there are 131 parking stalls for the YMCA as well as 180 stalls for residential units. The proposed parking to serve the residential units are for both Block 68 South and Block 69, described below and assume a ratio of 0.5 parking stall to 1 residential unit. A BikeBOI facility is also located in the Mobility Hub and provides access to the 11th Street Bikeway.



Above the Mobility Hub are 12 floors of housing that include 230 market-rate and/or active adult residential units. It is important to note we did not include the State of Idaho controlled parcel adjoining the CCDC-owned property but we have been in communication with representatives of the State to include this parcel while providing the State with replacement parking. Discussions with the State indicate their support of the project and that they are willing to work with us to include this parcel as a part of the larger development. Upon agreements with the State the project would become a full one-half block and provide for a more efficient Mobility Hub.

BLOCK 68 - NORTH (YMCA) & BLOCK 69 (MIXED-USE HOUSING)

The CCDC-owned property on the north half of Block 68 (Block 68 North) is proposed to be transferred through a purchase and sale agreement for the YMCA-owned half-block parcels west of Block 68 across 11th Street (Block 69). Block 69 will be developed into a seven-story, Type III mid-rise building. The building program includes active ground-floor retail at the corners along State Street at both 11th and 12th streets, 45 parking spaces accessed from the alley, and a residential lobby. Above the ground floor are **220 mixed-income housing units, including 25 units at or below 80% AMI, 130 units at or below 120% AMI, and 65 market-rate units**.

Housing developed on Block 68 South and Block 69 provides for 450 residential units, which is twice the Minimum Expectation included in CCDC’s RFP of 225 residential units.

BLOCK 79 (MIXED-USE HOUSING) & BLOCK 68 - NORTH (YMCA)

The proposed redevelopment of the CCDC parcels noted above will bring significant additional development on neighboring YMCA-owned parcels. Block 68 North will be redeveloped into a new downtown Boise YMCA. The block currently occupied by the YMCA (Block 79) would be redeveloped into a mixed-use housing project with creative and active ground floor spaces.

The new downtown Boise YMCA will allow the Treasure Valley YMCA to continue to provide services to ALL members of our community. The facility may include: an aquatic center, multiple gyms, indoor track, weights, and cardio area, climbing wall, teaching and conference facilities, health and wellness center, family adventure center, THRIVE Center, and support services.

Upon completion of the new Downtown YMCA and Mobility Hub, Block 79 will be developed into a four-story, Type VA low-rise with below-grade parking. Additional residential units may be achieved through approval from the City for a height variance, but this proposal only includes what is currently allowed by code. The ground floor includes space that will be complementary to the Boise High School for education



and/or healthcare clinics as well as retail. Three floors above the ground floor include 176 mixed-income residential units. Some of the units may provide affordable housing to households at or below 60% AMI. This assumes the successful award of Low-Income Housing Tax Credits (LIHTCs). The feasibility of incorporating units at this level of affordability will depend on a successful award of LIHTC at either 9% or 4% and a source for needed gap funding.

BLOCK 78 (CREATIVE OFFICE)

The remaining YMCA-owned property on Block 78 will be developed as a creative office or a not-for-profit hub. We have had meetings with members of Grow Our Housing, City of Boise’s Housing and Community Development, CATCH, College of Western Idaho, College of Idaho, and others who have expressed interest in having a location here.

The proposed development enhances pedestrian, bike, and transit accessibility and connections. Public plazas at the northwest corner of Block 68 and Southwest corner of Block 79 will welcome the community to the neighborhood as well as provide opportunities for community events and activities. These plazas will also provide connections across State Street providing additional protection for biking and pedestrian crossing, aligning with the **11th Street Bikeway**. Protected pedestrian and bike access continues through Block 79 to the intersection of Washington and 10th Streets, directly in front of Boise High School. Bicycle parking racks will be integrated into the hardscape design throughout the public plazas in addition to the secure BikeBOI facility in the Mobility Hub provide bike parking options throughout the neighborhood. The BikeBOI space will include changing areas and a bicycle maintenance facility. Additional secured bicycle parking facilities serving Blocks 69 and 79 also front onto the 11th Street Bikeway, further contributing to the visual prominence, atmosphere, and activity of 11th Street as a **bike-centric corridor**. The alley on Block 68 will be maintained and be prioritized for YMCA uses along with bike and pedestrian travel.

PROJECT NARRATIVE

INVESTMENT RATIO

CCDC’s investment in Block 68 South allows for a new public parking facility to support surrounding developments and a mixed-income housing project on Block 69. The estimated total project investment for these two projects combined is **\$180.6 million**. With CCDC’s public investment of \$20.5 million (including a \$10 million investment in public parking, public improvement reimbursement, and land value), this would yield a ratio of 8:1, private to public investment (see for more information on CCDC investment in the Proposed Terms for CCDC Participation section). In addition, these two projects are estimated to create 850 construction jobs, 50 new permanent jobs, and provide an estimated private property value of approximately \$130 million, not including the catalytic developments on Block 68 North, Block 79, and Block 78.



ECONOMIC DEVELOPMENT

The additional catalytic projects, noted above, would add an additional private investment of \$145 million and CCDC investment for public infrastructure of \$6 million. The total CCDC public investment of \$26.5 million yields an **11:1 private to public** investment for the entire development project. In addition, the construction of the catalytic projects yields an additional 475 construction jobs for a total of 1,325 total construction jobs and an unknown number of new permanent jobs. In all, an additional new estimated private property value of approximately \$210 million would be added to Boise upon completion of the entire development.

COMMUNITY ENGAGEMENT

The overall proposed project will provide a major economic impact for Boise. We believe a successful economic plan should include **community engagement** to ensure the community’s wants and needs are addressed. Our proposal includes an initial **stakeholder engagement plan** that will help all members of the development team, including CCDC, better understand what residents want from the proposed project.

Our vision for the project is to provide diverse opportunities for new residents, retailers, and the surrounding community. A pedestrian-oriented ground level will include a mix of uses promoting indoor-outdoor activities, walkability, public safety, and a strong connection to pedestrian and bicycle transit. Our proposed project prioritizes activating street frontages with expansive storefront fenestration to enhance density, enrich the pedestrian experience, and contribute to a cohesive, livable, inclusive neighborhood for downtown Boise. The building designs will serve to augment the authentic neighborhood fabric by integrating forward-thinking sustainable materials.

SUSTAINABILITY

Sustainable design and construction practices will be maintained on all projects to meet the Minimum Expectations outlined in the Block 68 RFP. Additional sustainable opportunities will be considered, including geothermal for residential units in addition to what is currently included for commercial and retail spaces.

This proposed project is a once in a lifetime opportunity to create a new neighborhood that provides opportunities for ALL members of the Boise community.

PROJECT PRIORITIES

Below is a chart to better illustrate how this proposal meets CCDC’s project priorities by project location.

Project Priorities	Block 68 North	Block 68 South	Block 69	Block 78	Block 79
GROW OUR HOUSING					
Balanced Mix of Housing		x	x		x
25 units < 80%, 130 <120% AMI			x		TBD
Washer/Dryer Included		x	x		x
Minimum Sqft per Unit		x	x		x
9ft Height in Unit		x	x		x
MOBILITY					
Building a Better State Street Initiative	x	x	x	x	x
11 th Street Bikeway (>30 bike parking)		x	x		x
Mid-block Connection	x	x			
Private parking ratio: <0.8		x	x		x
URBAN DEVELOPMENT & ARCHITECTURAL DESIGN					
Increase Density	x	x	x	x	x
Activate Street through Ground Floor Retail	x	x	x	x	x
14ft Ground Floor Ceiling Heights	x	x	x	x	x
ECONOMIC DEVELOPMENT					
Shared-use Parking- increase infill, reduce single-use garages	x	x	x		
Phased Construction prior to 2024	x	x	x		
SUSTAINABILITY					
Meet Green Building Code	x	x	x	x	x
All Electric + Geothermal for Commercial*	x	x	x	x	x
EV Charging Stations for 1% of Stalls		x	x		x
EV Charging Stations for a future 20% of Stalls		x	x		x
Recycling Facilities + Composting	x	x	x	x	x

* Aspirational goal - geothermal is estimated to add \$7M to the proposed budget if used for all Blocks

BLOCK 68 CATALYTIC REDEVELOPMENT

DEVELOPMENT TIMELINE



EDLEN & CO. +

CHASE
MIKSI

+

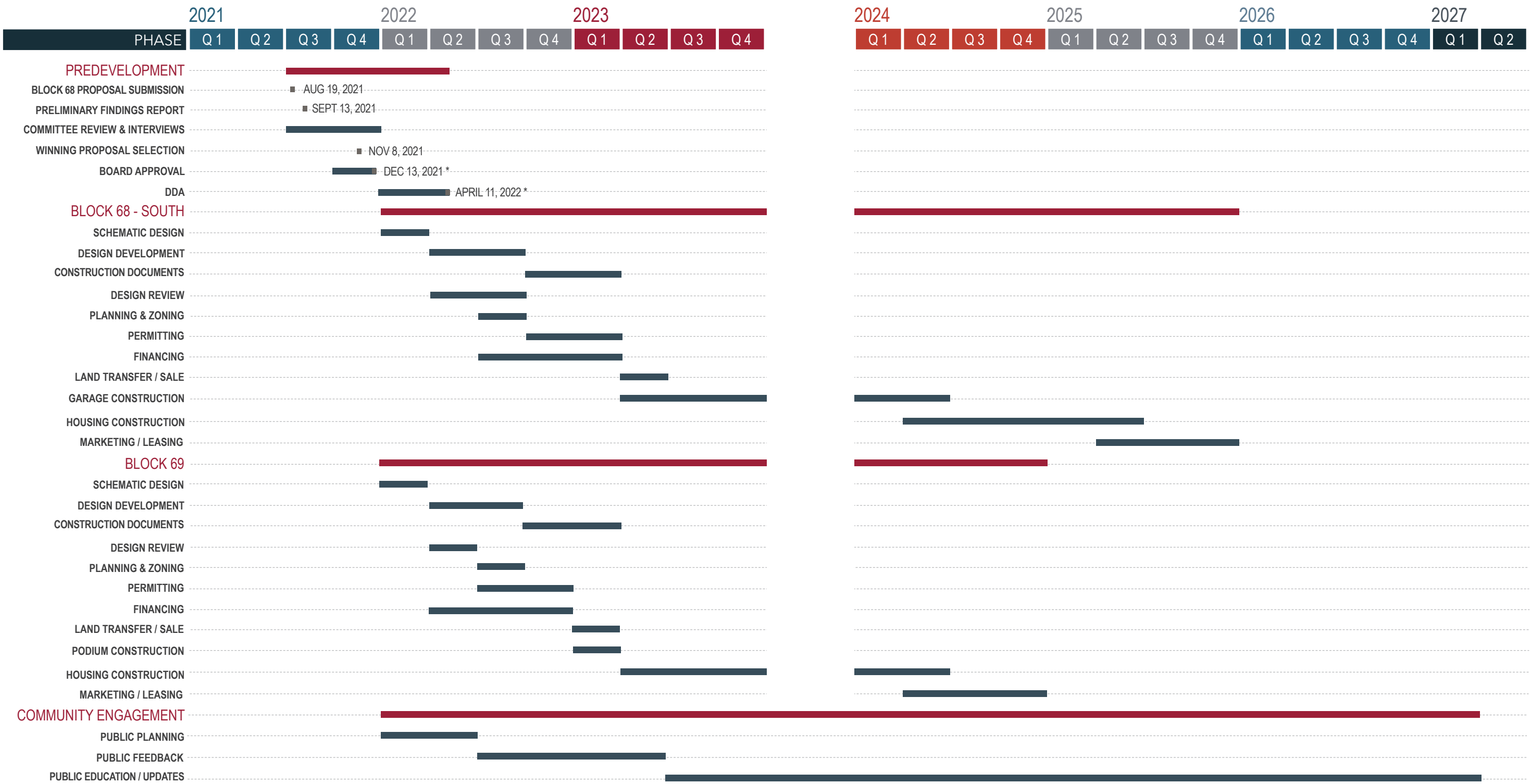
ELTON
Companies

+



DEVELOPMENT & TRANSACTION TIMELINE

PROPOSED PROJECTS - BLOCK 68 SOUTH & BLOCK 69



The above proposed timeline is based on the timeline provided in the RFP and from clarifications provided through the RFP process.
The overall schedule maybe accelerated but based on experience and information received, the timeline included is appropriate for the proposed project.
* Proposed Adjustment to Block 68 RFP Schedule.



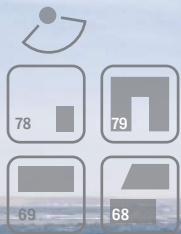
BLOCK 68 CATALYTIC REDEVELOPMENT // PAGE 4

BLOCK 68 CATALYTIC REDEVELOPMENT

PROJECT DRAWINGS



GROW OUR HOUSING

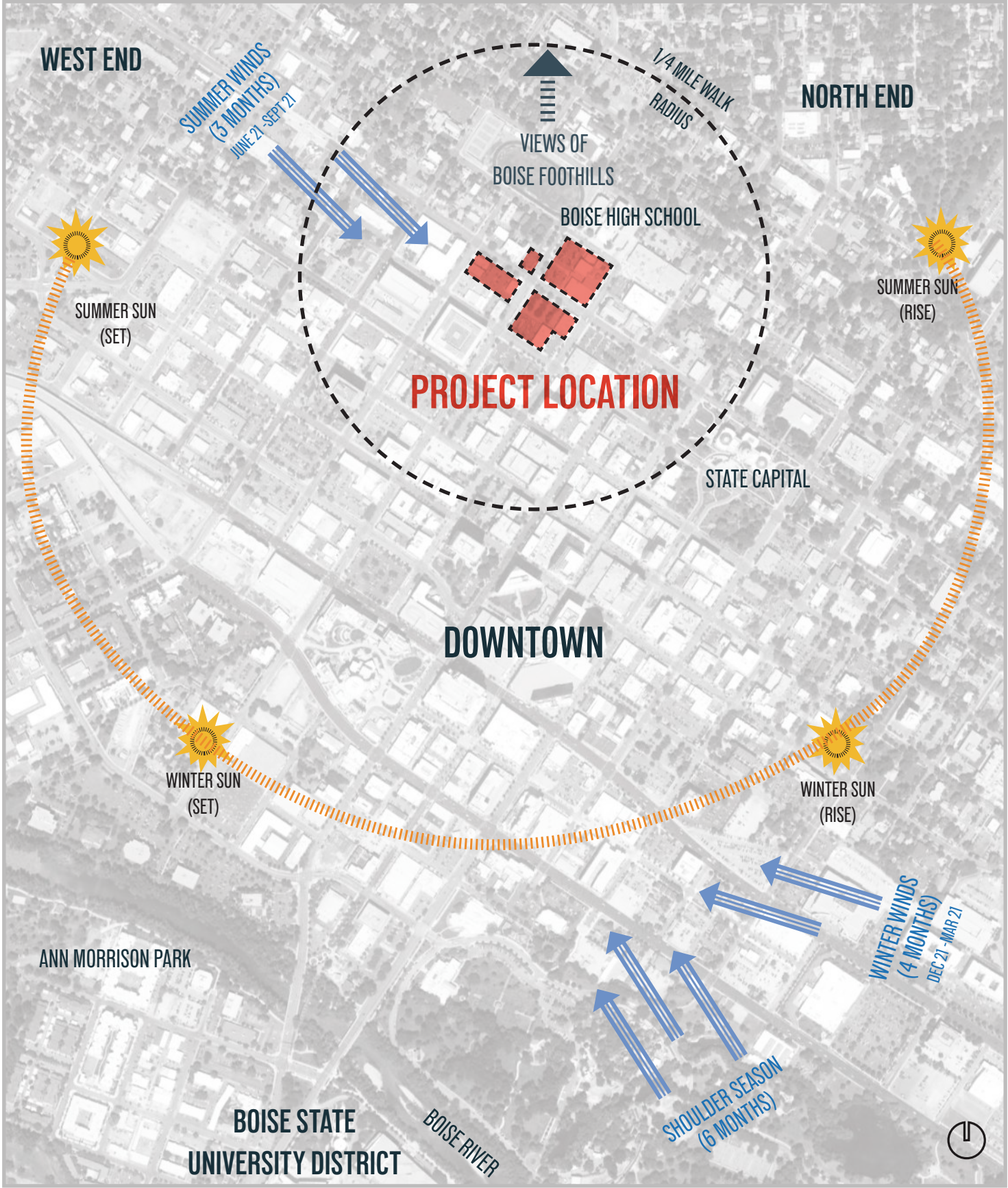


- NEIGHBORHOOD FEATURES:**
- 1. Boise High School
 - 2. First Presbyterian Church
 - 3. Hyatt Place
 - 4. 10 Barrel Brewing
 - 5. Yen Ching Restaurant
 - 6. First Interstate Bank
 - 7. Boise Cascade Company
 - 8. Idaho State Insurance Fund
 - 9. 1150 State St Plaza
 - 10. MCU Sports
 - 11. Lock Stock & Barrel
 - 12. High School Track & Field

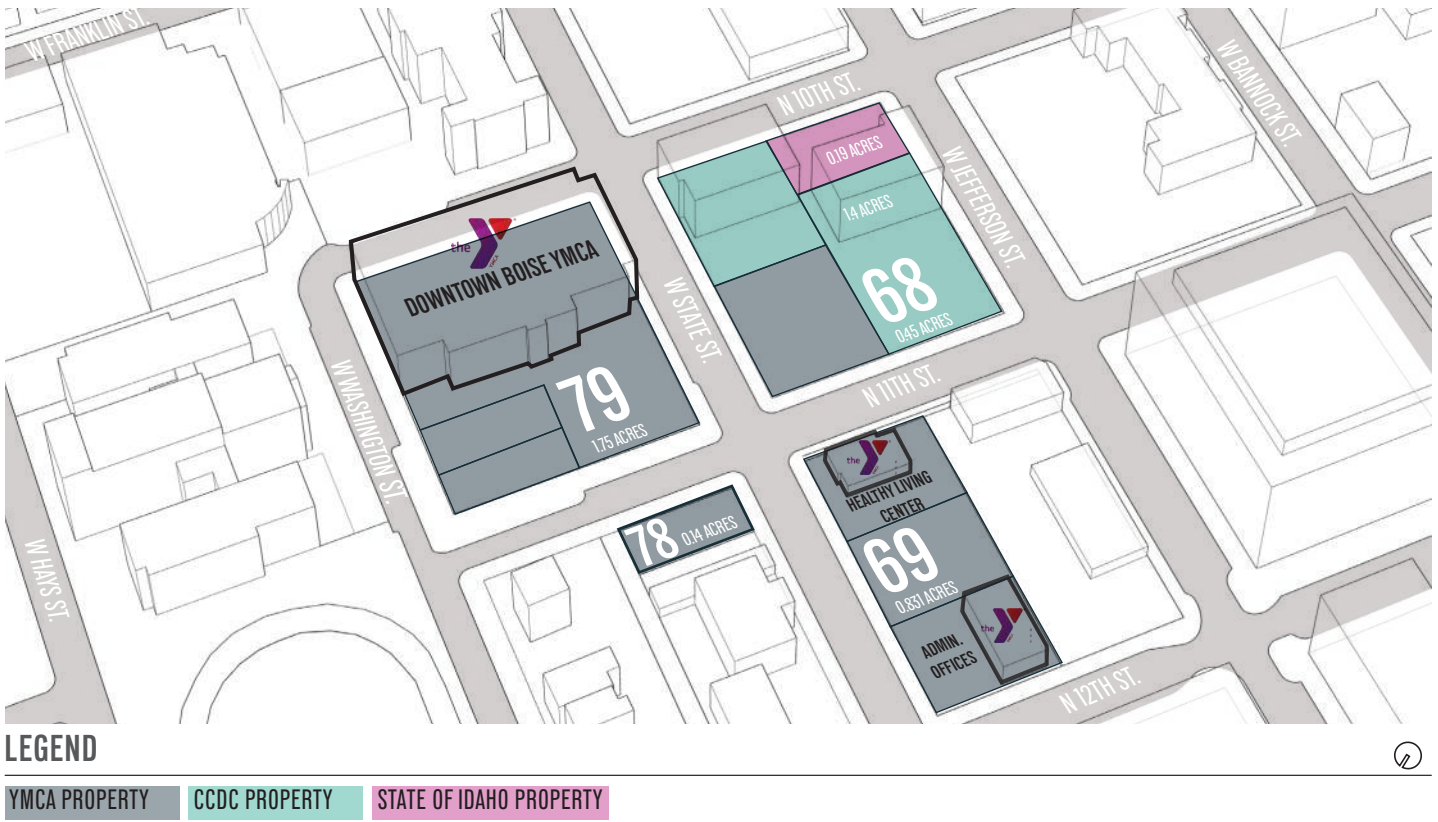


GROW OUR HOUSING

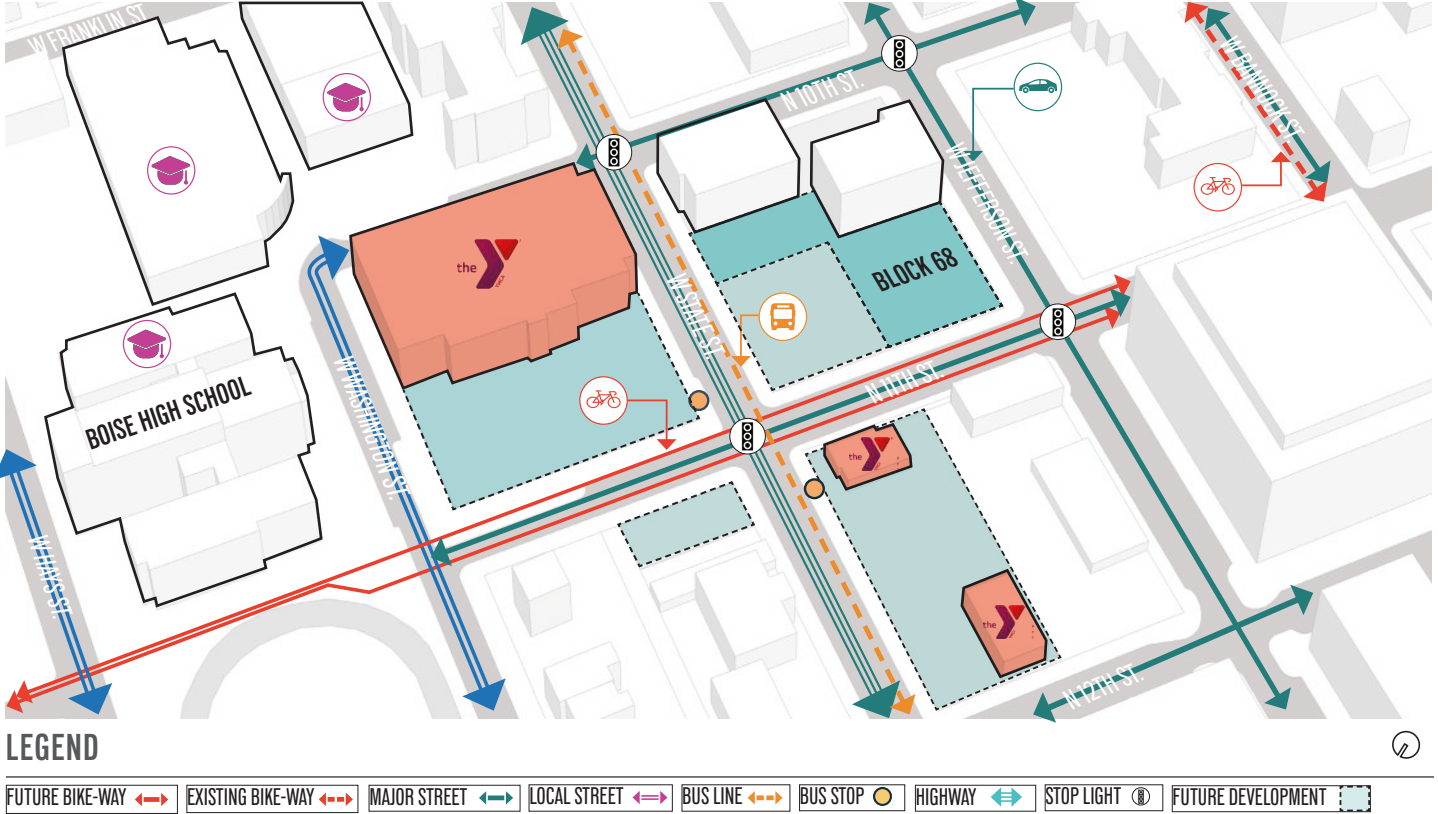
SITE ANALYSIS



CURRENT PARCEL OWNERSHIP



CIRCULATION / TRANSPORTATION



GROW OUR HOUSING

PROPOSED MASTERPLAN, MASSING, AND PROGRAM



VISIONARY OUTCOME

155 Units	Affordable Housing
471 Units	Market-Rate Housing
626 Units	Total Housing
724 Stalls	Parking
18,287 GSF	Retail
98,196 GSF	YMCA Family Facility
26,223 GSF	Health/Education
14,331 GSF	Creative Office Space
14,078 GSF	Child Development
296,407 GSF	Parking Square Footage
921,469 GSF	Development Square Footage

BLOCK 68		BLOCK 78	
230	Market-Rate Units	14,331 GSF	Creative Office
98,196 GSF	YMCA	2,547 GSF	Retail
14,078 SF	Child Development		
158 Stalls	Mobility Hub	BLOCK 79	
180 Stalls	Housing Parking	176	Market-Rate Units
131 Stalls	YMCA Parking	26,223 SF	Health/Education
		8,102 SF	Retail
		88 Stalls	Housing Parking
		122 Stalls	Commercial Parking
BLOCK 69			
155	Affordable Units		
65	Market Rate Units		
10,185 GSF	Retail		
45 Stalls	Parking		

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKE STORAGE
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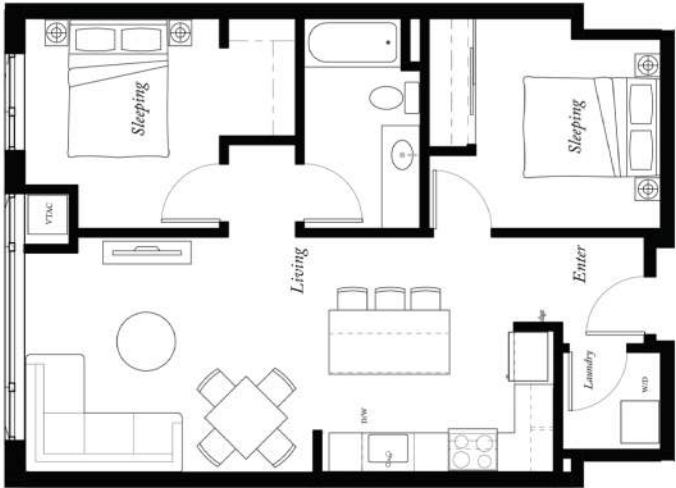
TYPICAL UNITS & FINISHES



STUDIO | 550 SF MIN
278 UNITS TOTAL



1 BEDROOM | 650 SF MIN
247 UNITS TOTAL



2 BEDROOM | 850 SF MIN
101 UNITS TOTAL



KITCHEN



LIVING



LOBBY



AMENITY

MOBILITY

78

79

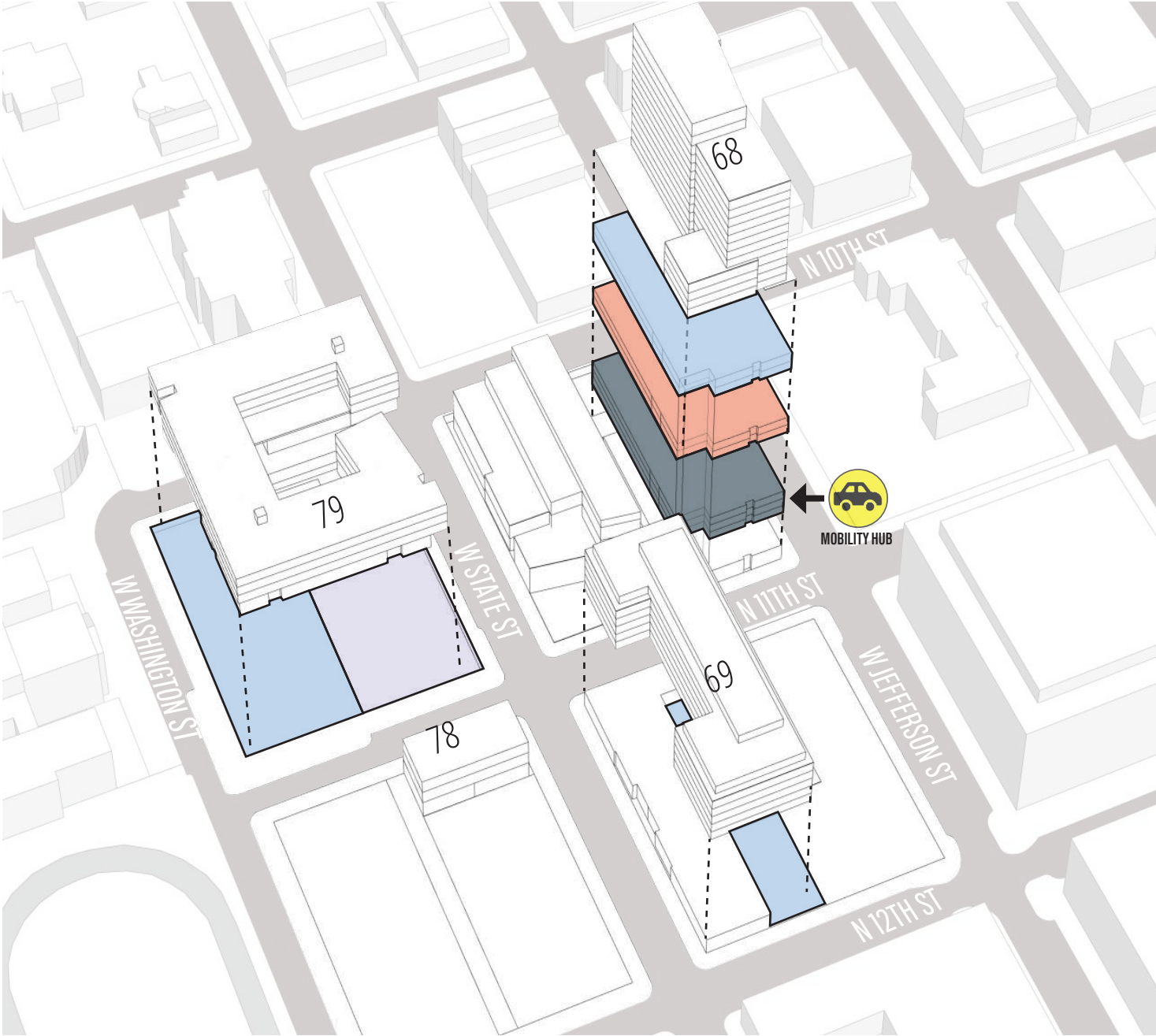
69

68



MOBILITY

PARKING DISTRIBUTION



VISIONARY OUTCOME

724 Stalls Total Parking ←

BLOCK 68		BLOCK 69		BLOCK 78		BLOCK 79	
180 Stalls	Housing	45 Stalls	Parking	0 Stalls	Parking	88 Stalls	Housing
158 Stalls	ParkBOI					122 Stalls	Commercial
131 Stalls	YMCA						

LEGEND

- MOBILITY HUB PARKING
- YMCA PARKING
- RESIDENTIAL PARKING
- COMMERCIAL PARKING

SITE FLOW & CONNECTION



NEIGHBORHOOD BIKE AMENITIES



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN VISION



ACTIVATE THE
STREETS BY
PROVIDING
ACTIVE GROUND-
FLOOR USES,
FURNISHINGS,
AND OTHER
ENGAGING
ELEMENTS

EMBRACE
DENSITY AND
PROVIDE FOR
ACTIVITIES
CONDUCTIVE TO
A COMPACT
MIXED-USE
DOWNTOWN



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

ASPIRATIONAL IMAGERY



EXCEPTIONAL
BUILT
ENVIRONMENT
THAT
CONTRIBUTES TO
THE AUTHENTIC
NEIGHBORHOOD
FABRIC



ASPIRATIONAL
ARCHITECTURE
THAT
INTEGRATES
GREEN
ARCHITECTURE
FEATURES AND
SYSTEMS



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

PRIORITIES & BUILDING MASSING



PRIORITY 1

BLOCK 68 - SOUTH
230 Units Market Rate Units
14,078 SF Child Development
158 Stalls Mobility Hub
311 Stalls Additional Parking
30 Stalls Bike Parking

BLOCK 69
155 Units Affordable Housing
65 Units Market-Rate Housing
10,185 GSF Retail
45 Stalls Parking
31 Stalls Bike Parking



PRIORITY 2

BLOCK 68 - NORTH
98,196 GSF YMCA
21,416 SF Plaza

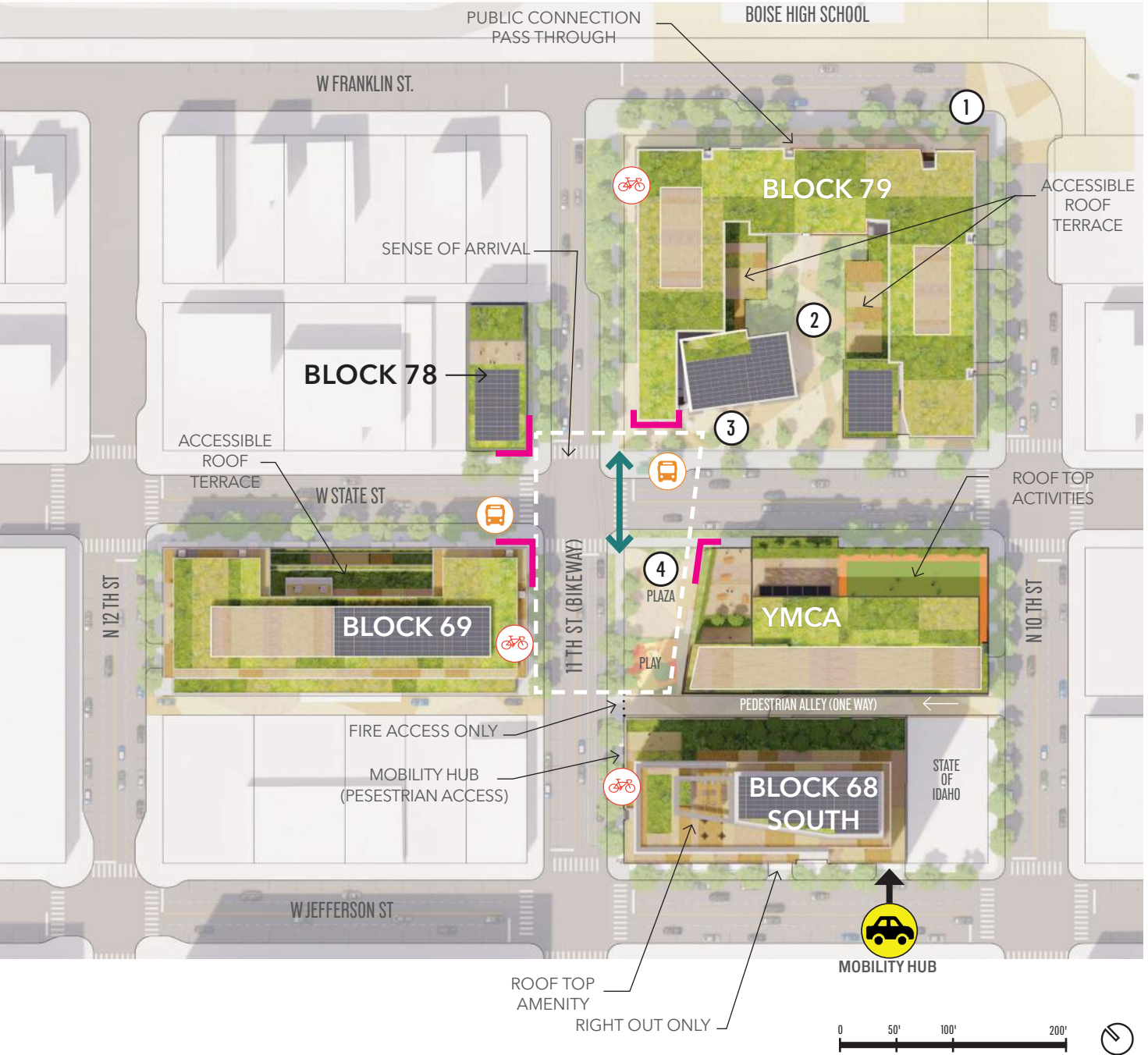


PRIORITY 3

BLOCK 78
14,331 GSF Office Space
2,547 GSF Retail

BLOCK 79
176 Units Market-Rate Units
26,223 GSF Health/Education
8,102 GSF Retail
210 Stalls Parking
45 Stalls Bike Parking

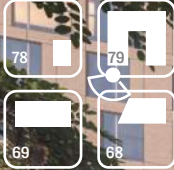
SITE LAYOUT



MASTERPLAN



FACADE DESIGN



URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FACADE DESIGN AND FINISHES

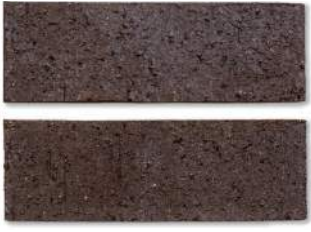


FACADE DESIGN AND FINISHES: HIGH QUALITY, DURABLE, TIMELESS

MATERIAL PALETTE BLOCK 68



Mutual Materials: Face Brick
Style: Pewter - Mission
Size: Norman
Pattern: Stack Bond



Mutual Materials: Face Brick
Style: Midnight Sky - Mission
Size: Norman
Pattern: Stack Bond



Metal Panel: Skycore
Style: Skycore
Color: Silversmith
Pattern: Composite, dry joint



Metal Panel: Metal Craft
Style: Architectural perforated metal screen wall
Color: Silversmith



Living Wall



Aluminum Window Wall



Glass guard rail



Transparent Storefronts

MATERIAL PALETTE BLOCK 69



Mutual Materials: Face Brick
Style: Forest Blend- Mission
Size: Norman
Pattern: Stack Bond



Mutual Materials: Face Brick
Style: Midnight Sky - Mission
Size: Norman
Pattern: Stack Bond



Vinyl Windows: VPI
Style: Black



Fiber Cement Planks:
Oko Skin
Color: Oak
Pattern: Exterior Fasteners

MATERIAL PALETTE BLOCK 79



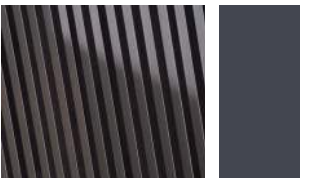
Mutual Materials: Face Brick
Style: Medierranean - Mission
Size: Norman
Pattern: Running Bond



Metal Panel: Morin
Style: W-12 panel
Color: Redwood
Pattern: Vertical



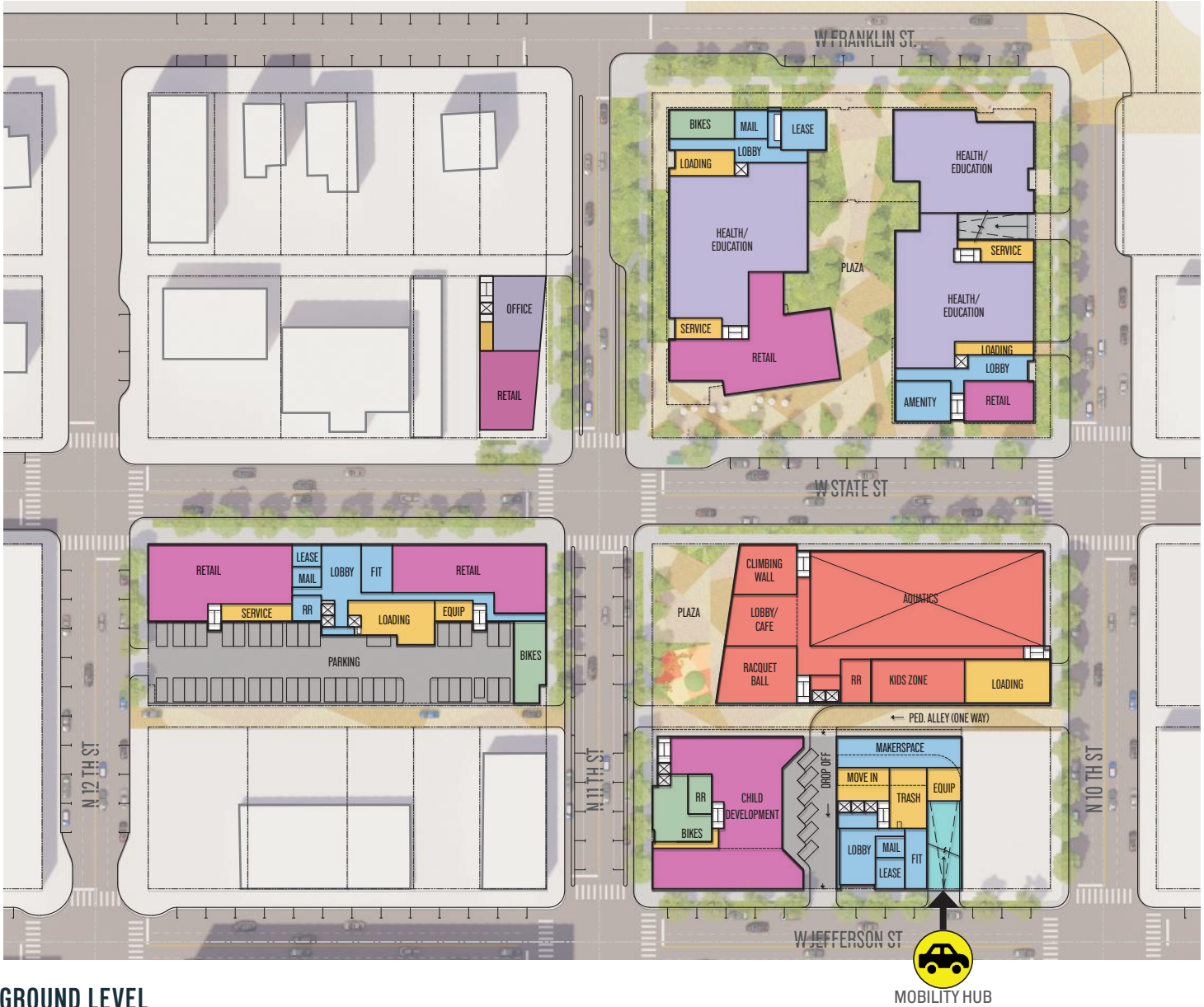
Accent: Wood Cladding
Species: Accoya
Pattern: Vertical, open joint



Metal Panel: Morin
Style: Box Rib
Color: Blue Gray
Pattern: Vertical

URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FLOOR PLANS | GROUND LEVEL



GROUND LEVEL

BLOCK 68		BLOCK 69		BLOCK 78		BLOCK 79	
8,423 GSF	Housing	9,451 GSF	Housing	2,681 GSF	Office Space	10,631 GSF	Housing
15,184 GSF	YMCA	10,185 GSF	Retail	2,547 GSF	Retail	26,223 GSF	Health/Education
14,078 SF	Child Development	16,337 GSF	Parking			8,102 GSF	Retail
		45 Stalls	Parking			45 Stalls	Bikes
5,800 GSF	Parking	31 Stalls	Bikes				
6 Stalls	Short-Term Parking					Below-Grade	
						79,278 GSF	Parking
30 Stalls	Bikes					210 Stalls	Parking

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVEL 2



LEVEL 2

BLOCK 68 - SOUTH		BLOCK 69		BLOCK 78		BLOCK 79	
27,870 SF	Parking Area	27,265 GSF	Housing	5,825 GSF	Office Space	46,890 GSF	Housing
55 Stalls	Parking	35 Units	Housing			61 Units	Housing
		8,515 GSF	Outdoor Space			6,070 GSF	Outdoor Space

BLOCK 68 - NORTH							
15,184 GSF	YMCA						

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FLOOR PLANS | LEVELS 3-4



LEVELS 3-4

BLOCK 68 - SOUTH

27,870 SF
68 Stalls
Parking Area
Parking

BLOCK 69

27,265 GSF
37 Units
Housing
Housing per Floor

BLOCK 78

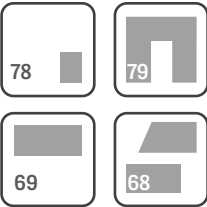
5,825 GSF
Office Space

BLOCK 79

46,890 GSF
61 Units
Housing
Housing per Floor

BLOCK 68 - NORTH

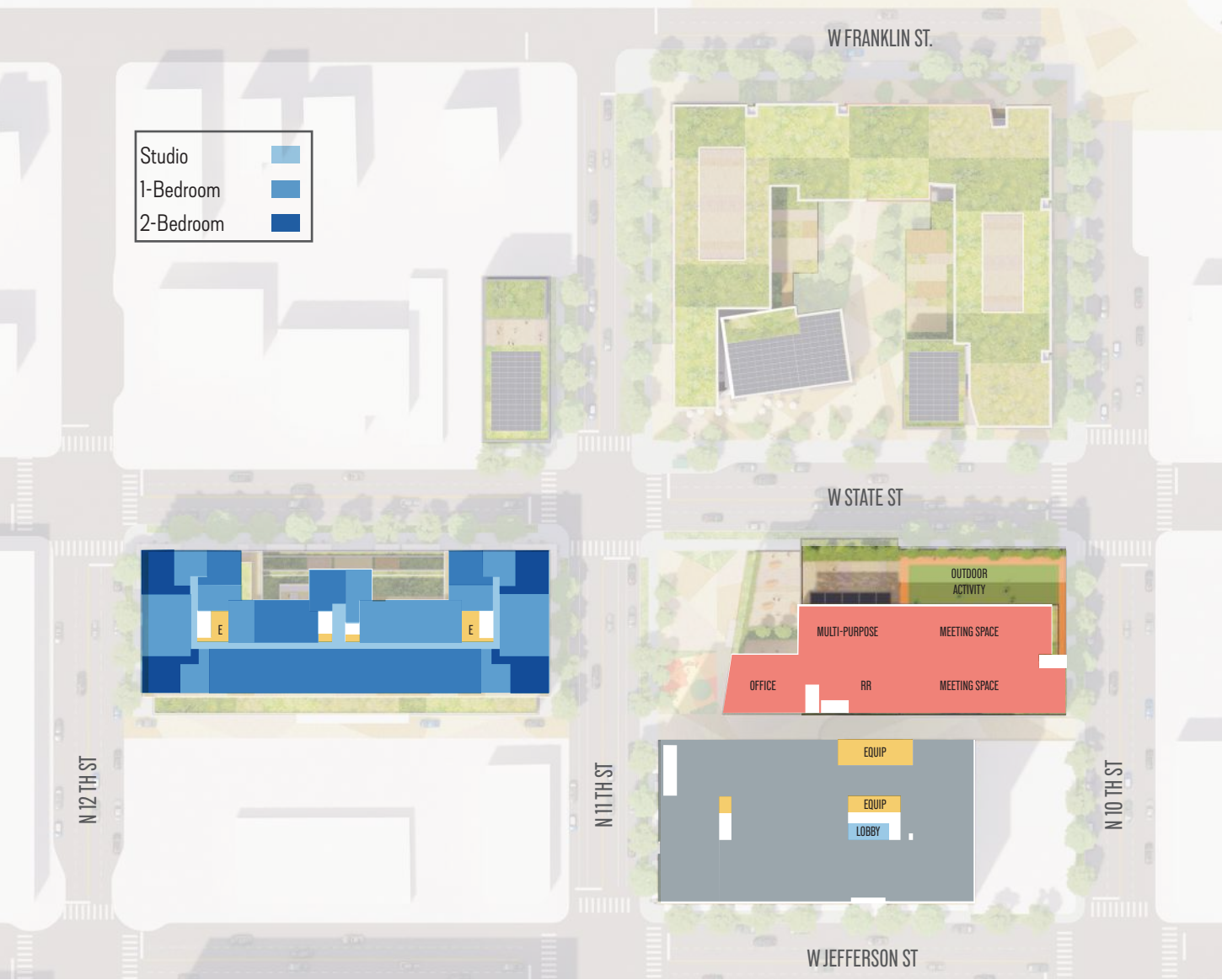
19,887 GSF
YMCA



LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVELS 5-8



LEVELS 5-8

BLOCK 68 - SOUTH

27,870 SF
68 Stalls
Parking Area
Parking per Floor

BLOCK 69

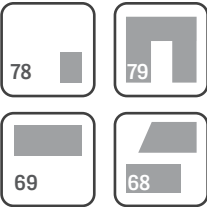
27,265 GSF
37 Units
Housing
Housing per Floor

BLOCK 79

42,165 GSF
54 Units
Housing
Housing per Floor

BLOCK 68 - NORTH

17,397 GSF
11,572 GSF
YMCA
Outdoor Space



LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FLOOR PLANS | LEVELS 9-12



LEVELS 9-12
BLOCK 68 - SOUTH
18,366 GSF Housing
24 Units Housing per Floor
9,702 GSF Outdoor Space



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVEL 13



LEVEL 13
BLOCK B - SOUTH
15,602 GSF Housing
18 Units Housing per Floor
2,488 GSF Outdoor Space



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

FLOOR PLANS | LEVELS 14-19

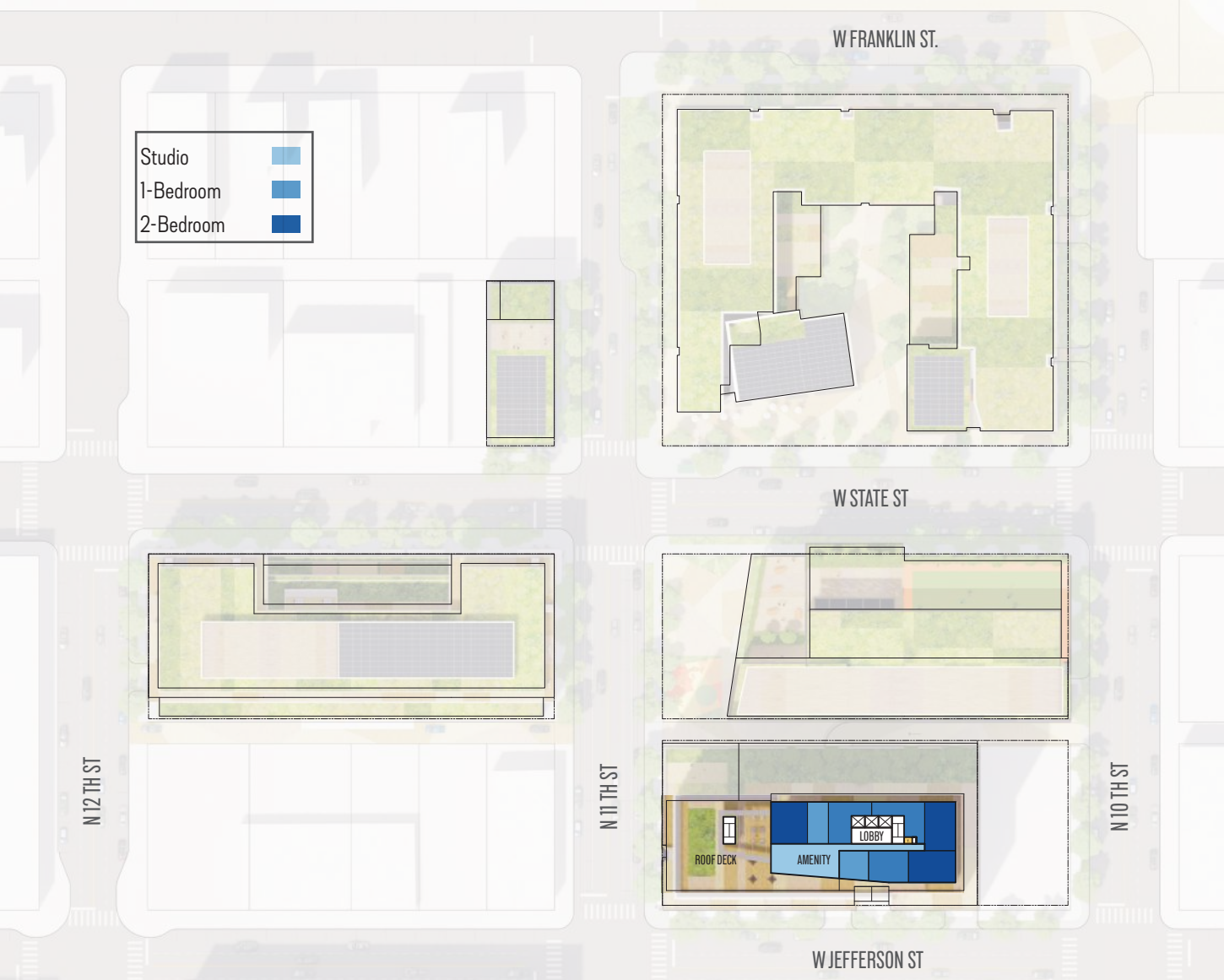


LEVELS 14-19
BLOCK 68 - SOUTH
15,602 GSF Housing
18 Units Housing per Floor



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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FLOOR PLANS | LEVEL 20



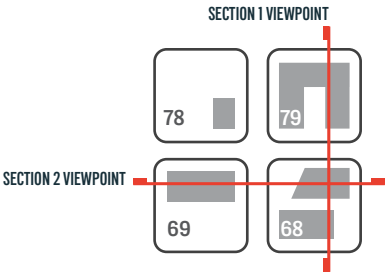
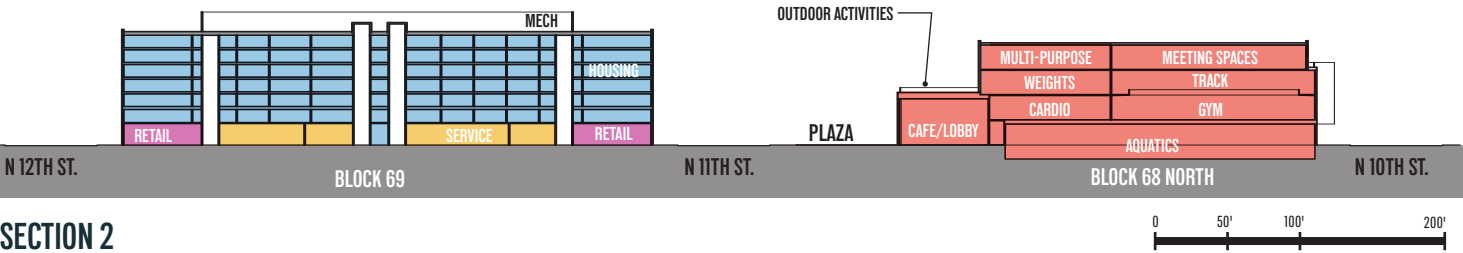
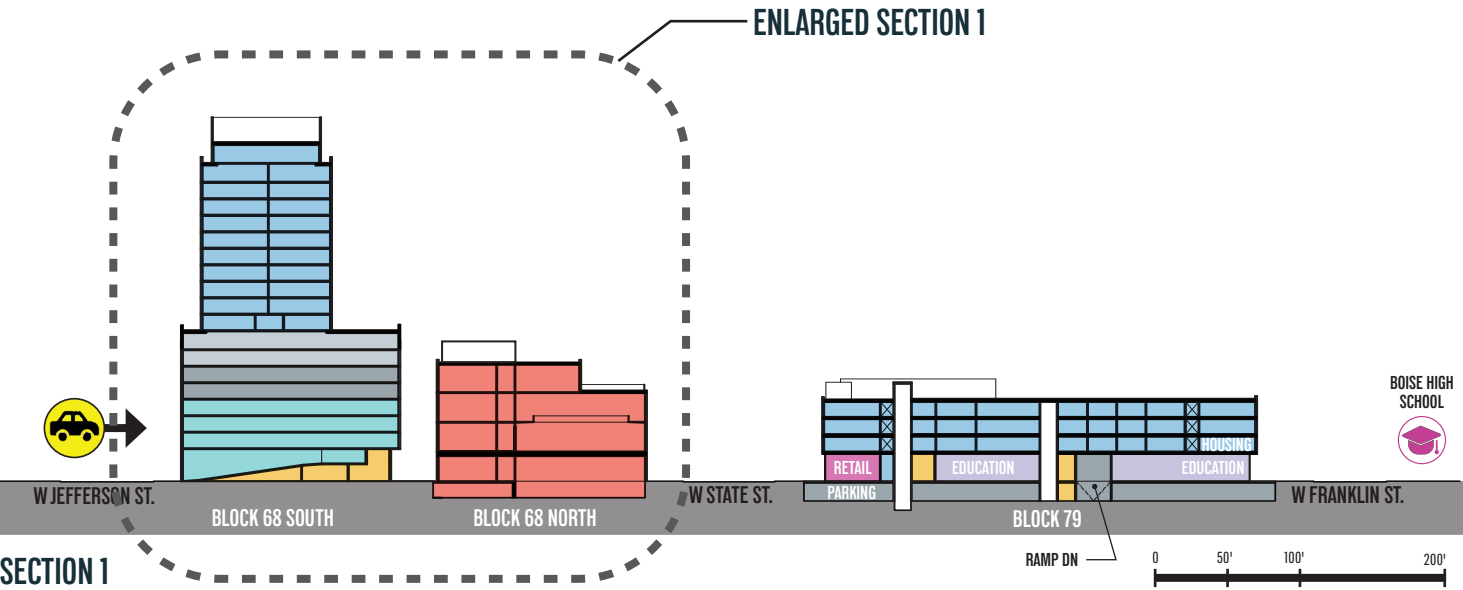
LEVEL 20
BLOCK 68 - SOUTH
9,879 GSF Housing
8 Units Housing per Floor
7,269 GSF Outdoor Space



PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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URBAN DEVELOPMENT & ARCHITECTURAL DESIGN

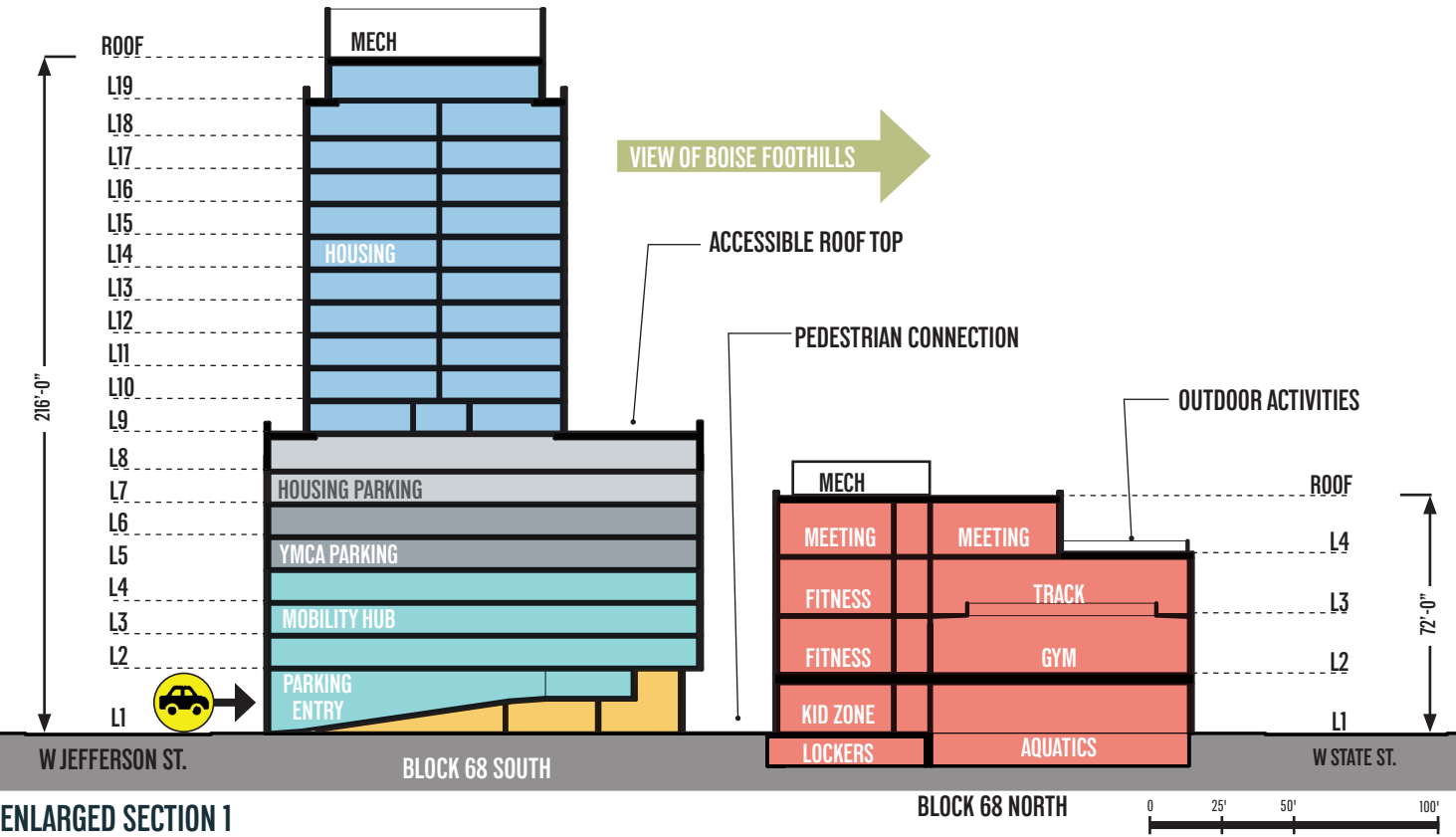
SECTIONS



LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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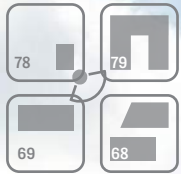
ENLARGED SECTION 1 - BLOCK 68



LEGEND

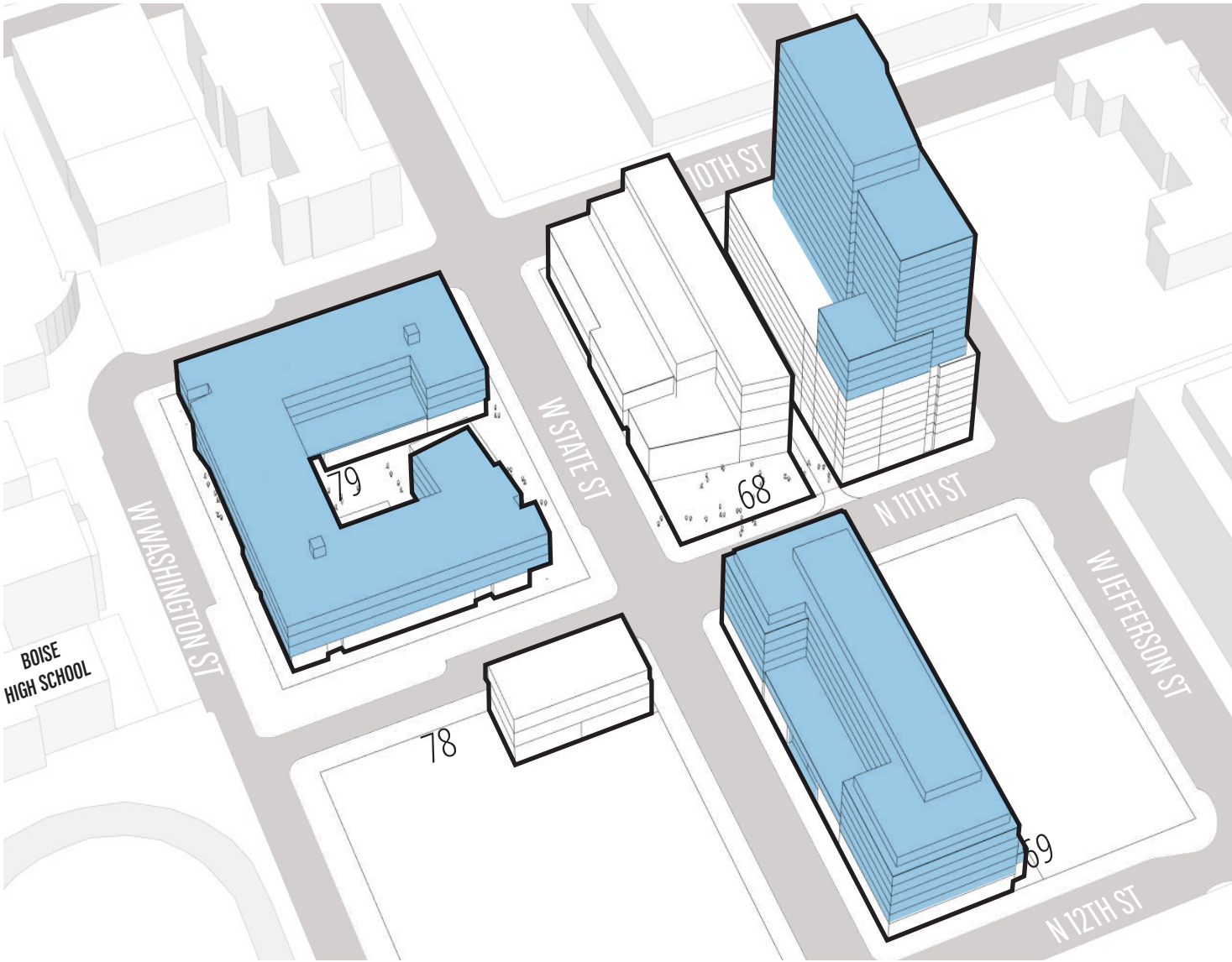
PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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ECONOMIC DEVELOPMENT



ECONOMIC DEVELOPMENT

HOUSING



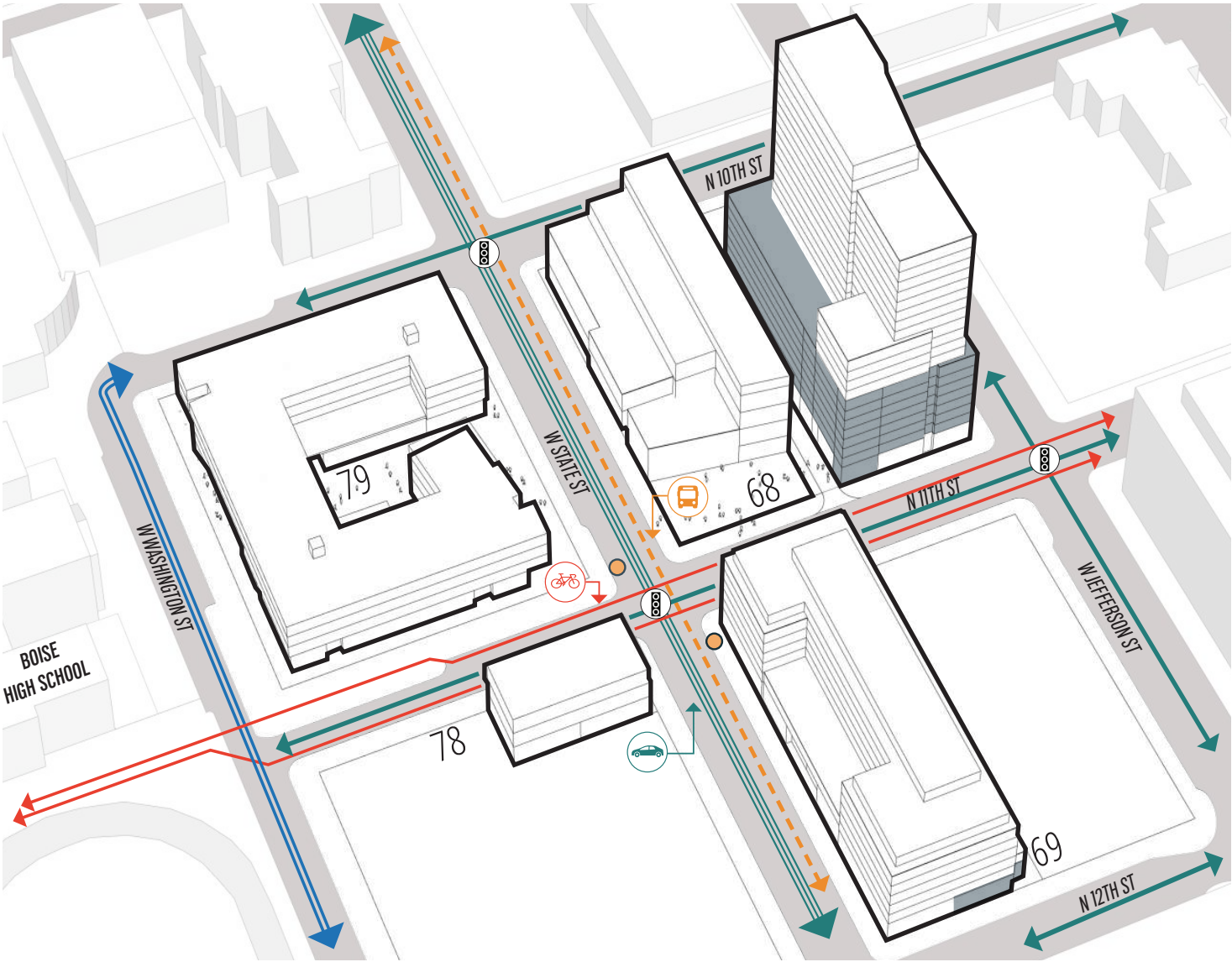
HOUSING

Our proposal includes over 450 residential units on Block 68 South and Block 69. This is far in excess of the Minimum Expectation of 225 residential units and includes the minimum units at or below both 80% AMI and 120% AMI. Providing units at or below 120% AMI is possible through the parking within the structured parking and discounted land and funding for public improvements on both Block 68 South and Block 69. Funds provided through the public-private partnership will allow rental prices to stay at proposed levels for a 15-year benefit to the residents. The additional units on Block 79 may be at or below 60% AMI or a mix of AMI levels if Low Income Housing Tax Credits (LIHTC) are received, further deepening the affordability of Downtown Boise.

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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TRANSPORTATION & PARKING



TRANSPORTATION & PARKING

Providing ease of access to and from the proposed project will help activate all areas of the project. Focusing on the efforts already planned for the 11th Street Bikeway, the development plan adds both bike and pedestrian access in and around all blocks.

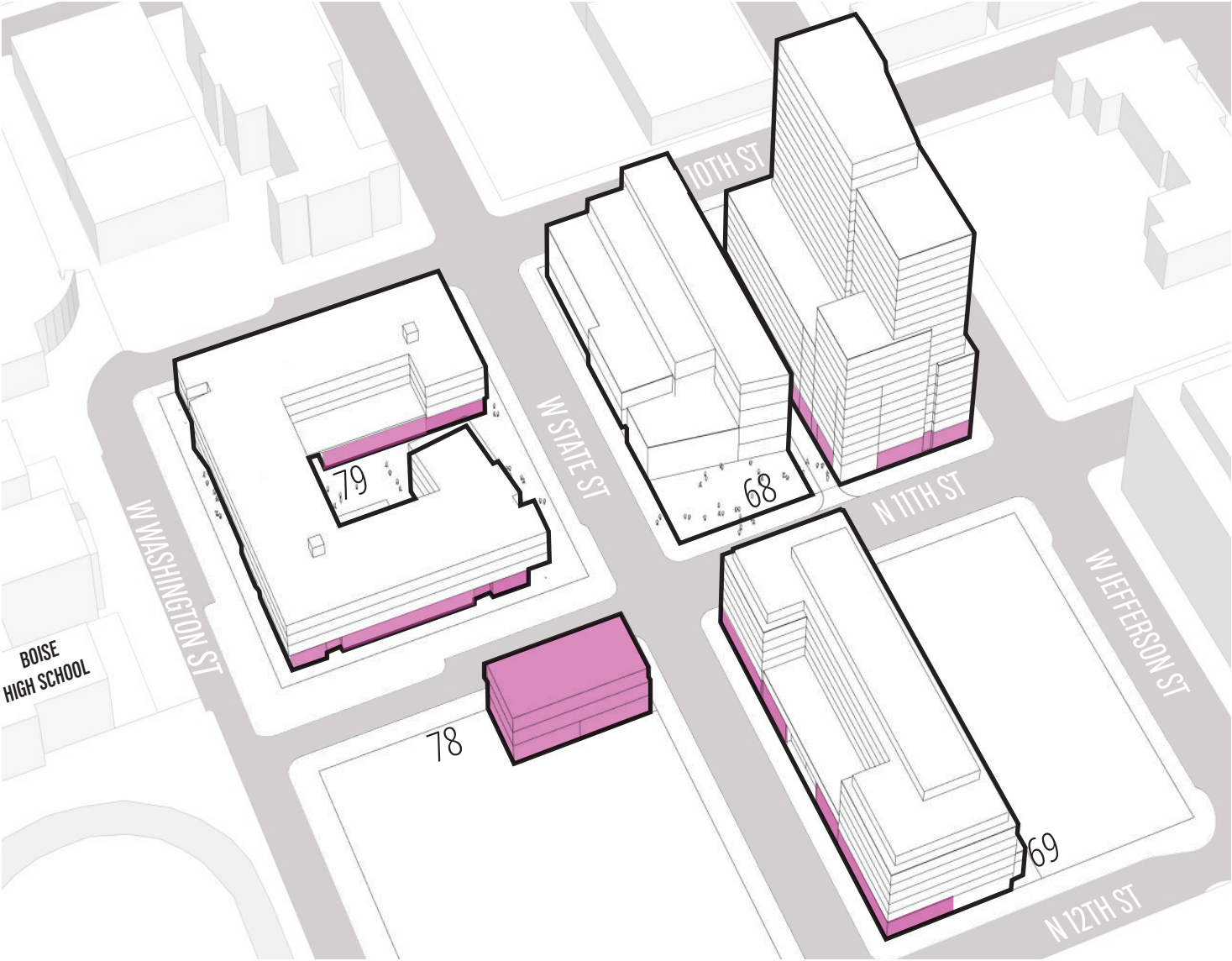
The proposal includes a central public parking facility on Block 68 South. Having a single parking facility is the most cost-effective solution to a district parking plan. The proposal assumes a conservative parking supply and allows for all users to have 24-hour access to needed parking. The development team understands there will be overlap in demands and recommends a district parking analysis to ensure the highest and best use of the parking facility. The \$10 million of ParkBOI funds will be mirrored with other funds to pay for parking for the YMCA and housing uses.

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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ECONOMIC DEVELOPMENT

COMMERCIAL SPACES



COMMERCIAL SPACES

Retail, healthcare/medical clinic, childcare, and support located within Block 68 South and Block 69 do not include any parking. These spaces are possible due to the proposed ParkBOI spaces included with Block 68 South. The proposed parking will also facilitate catalytic development of the new downtown Boise YMCA on Block 68 North, creative office/not-for-profit hub on Block 78, and education/healthcare/medical/retail on block 79. Successful commercial space is also supported by the surrounding uses, including residential (over 600 units) and public use/attractions (new downtown Boise YMCA).

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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COMPLETE PROGRAM



COMPLETE PROGRAM

Through the incentives provided by CCDC and outlined in the Block 68 RFP, the total investment in Block 68 South and Block 69 is \$180.6 million. Of the total investment, the public component is \$20.5 million, which **yields an 8:1 private to public ratio**. Including the proposed catalytic projects, the total investment is over \$320 million with a public investment of \$26.5 million or an **11:1 private to public ratio**.

LEGEND

PARKING	SERVICE	RESIDENTIAL	MOBILITY HUB	OFFICE/EDUCATION	YMCA	RETAIL	BIKES
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ECONOMIC DEVELOPMENT

PROPOSED PROJECTS

	BLOCK 69 Housing, Retail	BLOCK 68 - SOUTH Housing, Retail/Child Development, Parking	TOTAL PROPOSED Housing, Retail/Child Development, Parking
Gross Square Feet	199,500	415,219	614,719
Square Footage By Use			
Residential	173,000	200,219	373,219
Est No. of Units	220	230	450
Est Ave AMI	119%	131%	125%
Est Ave Rent	1,550-2,000/mo	1,695-2,175/mo	1,550-2,175/mo
Office / Commercial	0	0	0
Est No of Units	0	0	0
Retail / Restaurant	10,200	14,100	24,300
Parking	16,300	200,900	217,200
On Grade	45	4	49
Below Grade	0	0	0
Structured	0	465	465
For Residential	45	180	225
Parking: Res.Unit	0.20:1	0.78:1	0.50:1
For Other	0	285	285
Other	0	0	0
Estimated Cost			
Total Project Cost	62,204,000	118,388,000	180,592,000
Public Investment	4,172,000	16,360,000	20,532,000
Private Investment	58,032,000	102,028,000	160,060,000
Private:Public Ratio	14:1	6:1	8:1

CATALYTIC PROJECTS

	BLOCK 68 - NORTH Downtown Boise YMCA	BLOCK 79 Housing, Retail, Education, Medical	BLOCK 78 Creative Office/not-for-profit hub, retail	TOTAL CATALYTIC YMCA, Housing, Retail, Education, Medical, Office
Gross Square Feet	98,000	271,000	16,800	385,800
Square Footage By Use				
Residential	0	151,300	0	151,300
Est No. of Units	n/a	183	n/a	183
Est Ave AMI	n/a	TBD	n/a	0%
Est Ave Rent	n/a	TBD	n/a	0
Office / Commercial	3,500	26,250	14,300	44,050
Est No of Units	n/a	TBD	TBD	0
Retail / Restaurant	0	8,100	2,500	10,600
Parking	0	79,300	0	79,300
On Grade	0	0	0	0
Below Grade	0	210	0	210
Structured	0	0	0	0
For Residential	0	90	0	90
Parking: Res.Unit	n/a	0.50:1	n/a	0.50:1
For Other	0	0	0	0
Other	94,500	0	0	94,500
ESTIMATED COSTS				
Total Project Cost	45,000,000	86,736,000	7,000,000	138,736,000
Public Investment	1,950,000	3,400,000	650,000	6,000,000
Private Investment	43,050,000	83,336,000	6,350,000	132,736,000
Private:Public Ratio	22:1	24:1	10:1	22:1

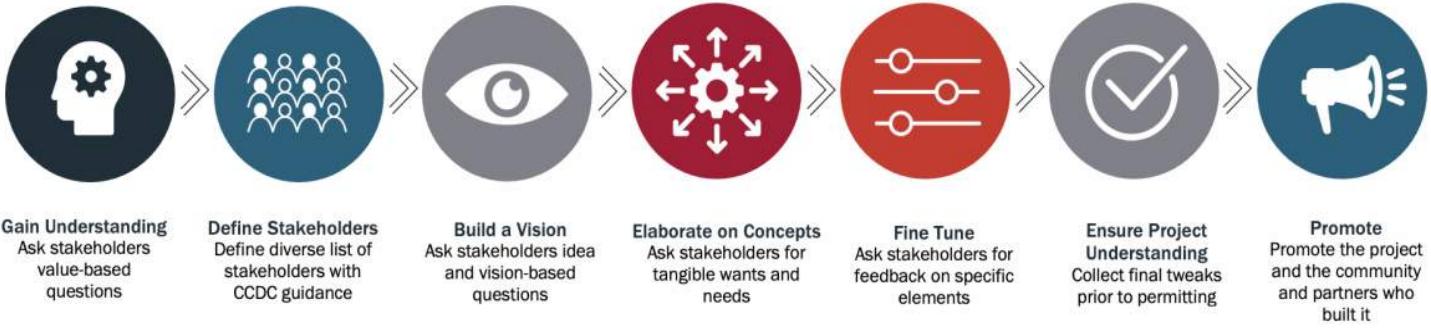
The total proposed project, including the Catalytic Projects, would provide **over one million square feet of new development with a total estimated investment of approximately \$320 million.**

This includes over 500 thousand square feet of new residential space that provides over 620 new residential units. It will also provide over 80 thousand square feet of office/medical/educational/retail space, which would bring in additional employment. With an estimated public investment of \$26.5 million the private investment of \$292.8 million, or a ratio of 11:1 private investment to public investment.

COMMUNITY ENGAGEMENT

As our community has grown and evolved the expectations of the community have changed as well. It is crucial to the long-term success of this multi-faceted project that the selected team is capable of truly hearing the community, the members, the volunteers, and the staff in order to realize their feedback and translate it into a design that can stand the test of time.

We’ve outlined a **stakeholder engagement process** that is already underway to ensure we recommend the best team for this project. We will continue to gather feedback on everything from programming, to design features, to community partnerships throughout the course of the project. This robust feedback effort will allow the CCDC to be fully integrated with the project team from the first day through the completion of construction and beyond. It will also ensure that the master plan and the final project design are precisely what the CCDC and key community stakeholders envision



STAKEHOLDER ENGAGEMENT STRATEGY


The **Stakeholder Engagement Strategy** is outlined on the next page with additional details. These recommendations are our preliminary thoughts and will be edited and elaborated on with involvement from the CCDC after the developer selection decision. Engagement with stakeholders will be community-focused and organized with the help of our team in order to **ensure stakeholder feedback is integrated into the project in a meaningful manner.**

We have started an initial engagement process with local stakeholders to get some early feedback on the project and their interest in being involved. Please see the letters of support in **EXHIBIT A** and please see below for a list of some of the groups we have been talking to:

- Academic NV
 - Ada County Highway District (ACHD)
 - Boise School District
 - Boise State University
 - CATCH
 - City of Boise & Our Path Home Administrators
 - College of Idaho
 - College of Western Idaho
 - Create Common Good
- Idaho Food Bank
 - JA and Kathryn Albertsons Foundation
 - Life’s Kitchen
 - Micron
 - Saint Alphonsus Health System
 - Simplot
 - St. Luke’s Regional Medical Center
 - United Way of Treasure Valley
 - XL Charter Schools






ECONOMIC DEVELOPMENT

STAKEHOLDER ENGAGEMENT STRATEGY

PROJECT PHASE		Pre-Proposal: Concepting	Post-Award/ Pre-Design/ Programming	Schematic Design	Design Plan Development	Construction Documents + Building Permits	Implementation / Construction
DATES		Fall 2021	Winter2021	Spring/ Summer 2021	2023	2023	2024-Project Coordination
<div></div> <div>DESCRIPTION OF STAKEHOLDER ENGAGEMENT STRATEGY</div>		PHASE 1: "Gain Understanding" -- Ask stakeholders <i>value-based</i> questions; outreach is 100% feedback-gathering/ listening; tactics may include meeting one-on-one for visioning, informal surveying	PHASE 2: "Build a Vision" -- Ask stakeholders <i>vision-based</i> questions; outreach is 100% feedback-gathering/ listening; tactics may include one-one interviews for subcontractor selection, recruiting a long-term advisory group, formal surveying, meeting one-on-one for visioning	PHASE 3: "React to / Elaborate on Concepts" -- Ask stakeholders for feedback on <i>tangible wants/needs</i> ; outreach is 75% feedback-gathering/25% education on preliminary concept; tactics may include open houses w/ visuals, select focus groups, formal surveying, one-one-one meetings, canvassing, social media, media outreach, advisory committee meetings	PHASE 4: "Fine Tune" -- Ask stakeholders for feedback on <i>specific elements</i> ; outreach is 50% feedback-gathering/50% education -- this phase is highly collaborative; tactics may include one-one-one meetings, advisory committee meetings, individualized presentations, etc.	PHASE 5: "Ensure Project Understanding" - Final tweaks, primarily for permitting; outreach is 100% feedback gathering; tactics may include additional surveying if needed; meetings one-on-one with decision makers	PHASE 6: "Promote" -- Storytelling phase, <i>promote</i> the project and the community that built it; outreach is 100% public education; tactics may include media announcements, social media for CCDC and project, YMCA and partners, hardhat tours, groundbreaking ceremony events, etc.
STAKEHOLDERS*							
CCDC	CCDC Commissioners	X	X	X	X	X	
	City of Boise	X	X	X	X	X	
Treasure Valley Family YMCA	YMCA Staff	X	X	X		X	X
	YMCA Board of Directors	X	X	X	X	X	X
	YMCA Executive Leadership	X	X	X	X		X
	YMCA Donors	X	X	X	X		X
	YMCA Members	X	X	X	X		X
	Thrive Advisory Committee			X			X
Transportation Related	Valley Regional Transit		X	X			
	Idaho Transportation Department						
	Boise Bicycle Project		X	X			
	ACHD		X	X			
Economic Development + Housing	Boise Valley Economic Partnership		X	X			X
	Ada County Housing Authority		X	X	X		X
	CATCH		X	X	X		X
	Idaho Commerce		X				X
Proximal Businesses + Homeowners	Boise School District		X	X			X
	The Presbytery of Boise		X	X			X
	Idaho Sporting Goods		X	X			X
	North End Neighborhood Association		X	X			X
	Cathedral of the Rockies		X	X			X
General Public	Local/ Regional Media			X			X
Other Non-Profits	Consortium of Idahoans with Disabilities		X				X
	Challenged Athletes Foundation		X				X
	Boise Pride Foundation		X				X
	Wassmuth Center for Human Rights		X				X
	Charitable Assistance to Community's Homeless		X				X
	Interfaith Sanctuary		X				X
	Idaho Office for Refugees		X				X
	Women and Children’s Alliance		X				X
	Jannus		X				X
	Idaho Association for the Education of Young Children		X				X
Government or Quasi-	El-Ada Community Action Partnership		X				X
	Idaho Commission on Hispanic Affairs		X				X
Partners + Potential Partners	College of Western Idaho		X				X
	St. Luke’s Health System		X				X
	JA & Kathryn Albertson Foundation		X				X
	Saint Al's Health System		X				X

* Stakeholders listed are not exhaustive, this is simply a recommendation and would be built upon / modified with input and direction from CCDC.

SUSTAINABILITY





SUSTAINABILITY

CLIMATIC EVALUATION

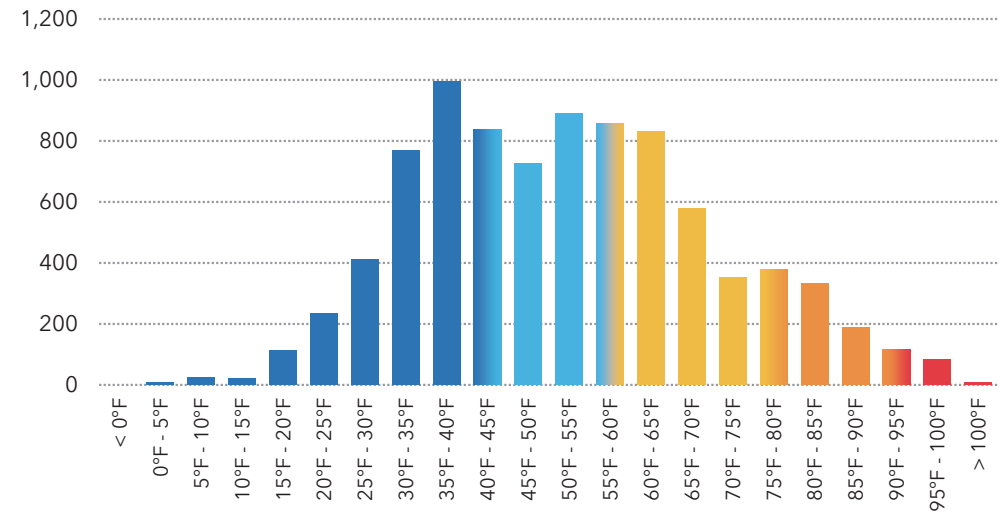
All buildings are subject to the climate with which they are located. We understand the importance that climate responsive design plays at achieving any sustainable or resilient vision. Our approach is to utilize the team’s extensive experience with proven sustainable design, coupled with thoughtful analysis and concept testing to make sure the development meets and exceeds all of the project’s performance goals.

Some of the ways this will be accomplished is by strategically evaluating numerous concepts and measures that are intended to enhance comfort, occupant health and well-being while cost effectively reducing embodied carbon, energy and water use well beyond standard practice. For example, understanding local sun, solar and wind patterns can be leveraged in a way to capture natural cooling, design outdoor spaces that are conducive to comfort and implementing strategies that cost-effectively reduce solar loads on buildings.



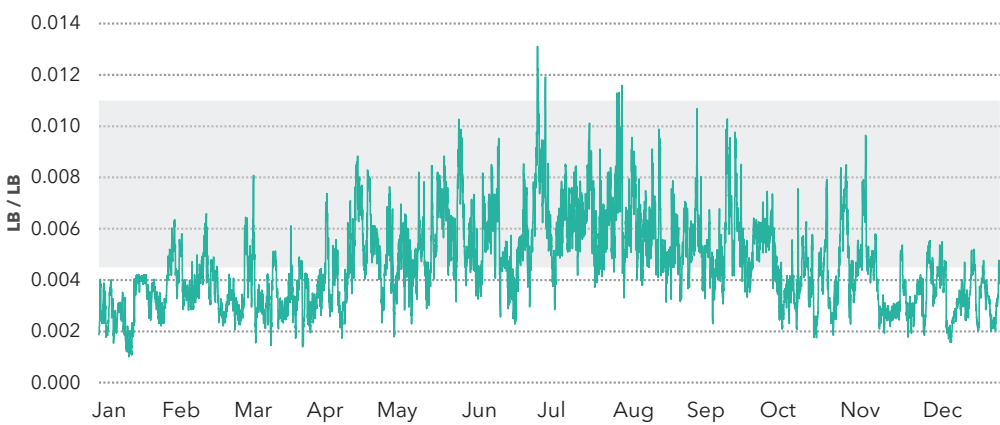
TEMPERATURE

Boise's climate spans from very cold days in the winter to many hours of high temperatures in the summer. The wide range makes careful design of a building's envelope an essential design component of energy efficient design.



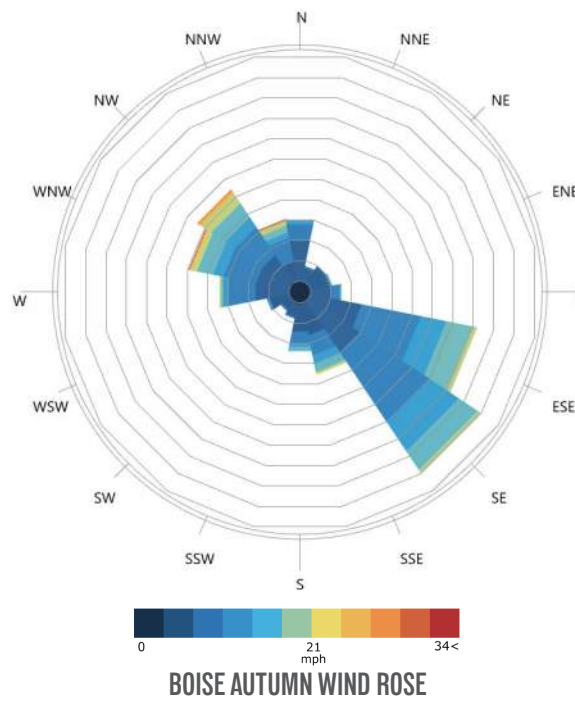
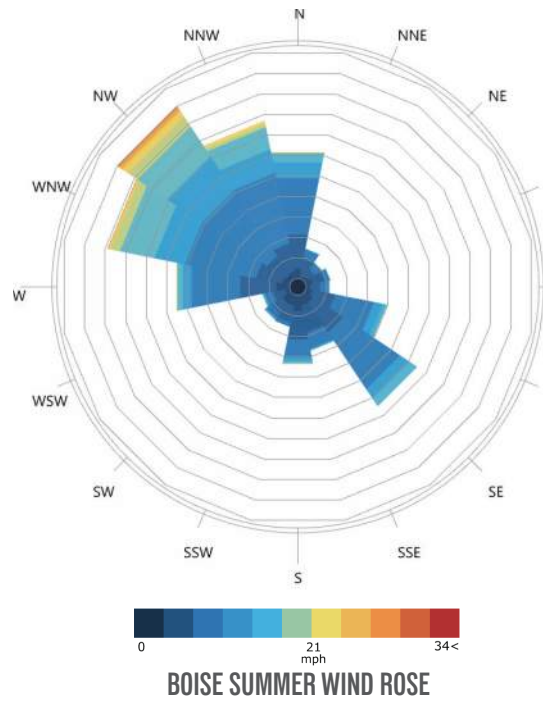
HUMIDITY

Humidity levels vary from very low in the winter months to comfortable levels in the summer. The overall low humidity points toward efficient use of air-side economizers for pool dehumidification, and high effectiveness of evaporation for heat rejections.



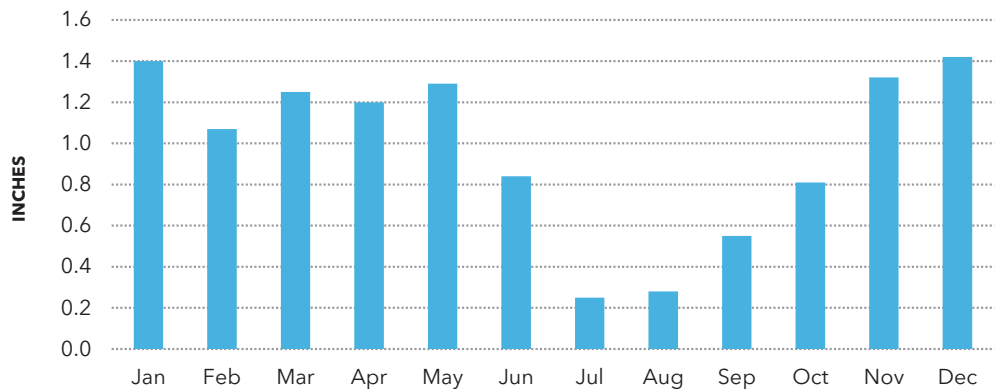
WIND RESOURCE

The benefits of using wind to assist with building cooling and providing a healthy indoor environment have been used for millennia especially in arid climates. Understanding historic wind patterns, frequency and temperatures is an important aspect to climatic responsive designing. Boise wind patterns are a prevailing wind summer wind from West to North-north-west. This tends to occur along with hot outside temperatures. Fall winds are from the Southeast, and coincide more with Free-Cooling hours.



RAINFALL

Boise is a desert climate with less than 12” of rain in an average year. The summer season is especially dry. Rainfall capture will be of limited effectiveness. Greywater recycling could be utilized as a means of water use conservation instead.



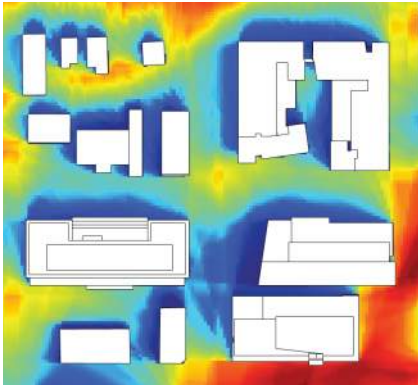
SUSTAINABILITY

CLIMATIC DATA

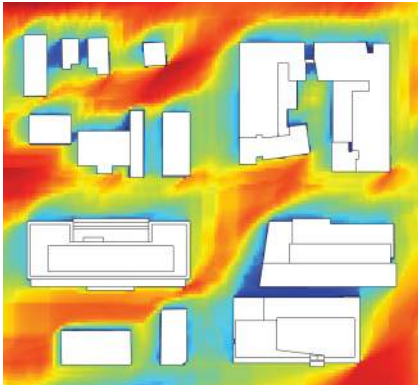


PASSIVE COMFORT

Buildings in the development will create areas of shade and sun. We will leverage the BIM models and climate data to understand local sun and wind patterns to maximize natural cooling, design outdoor spaces that are conducive to comfort and implementing strategies that cost-effectively reduce solar loads on buildings.



WINTER SUNLIGHT



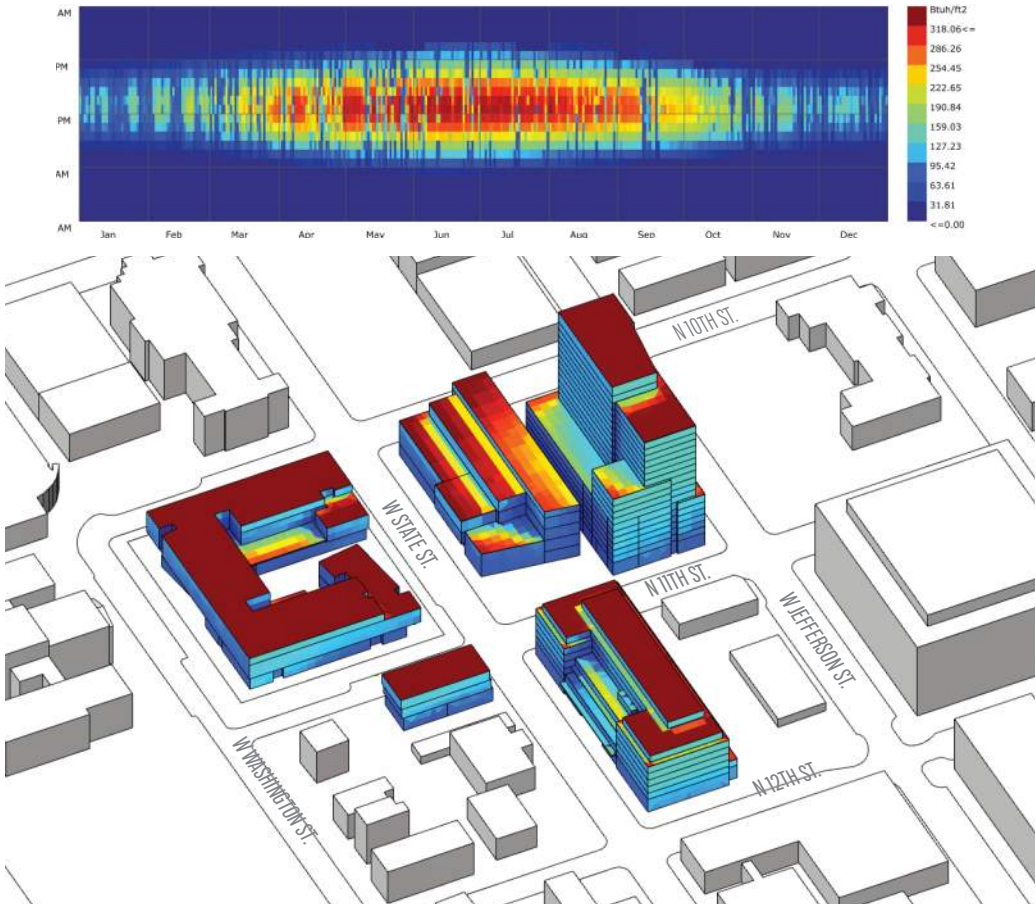
SUMMER SUNLIGHT



SOLAR INCOME

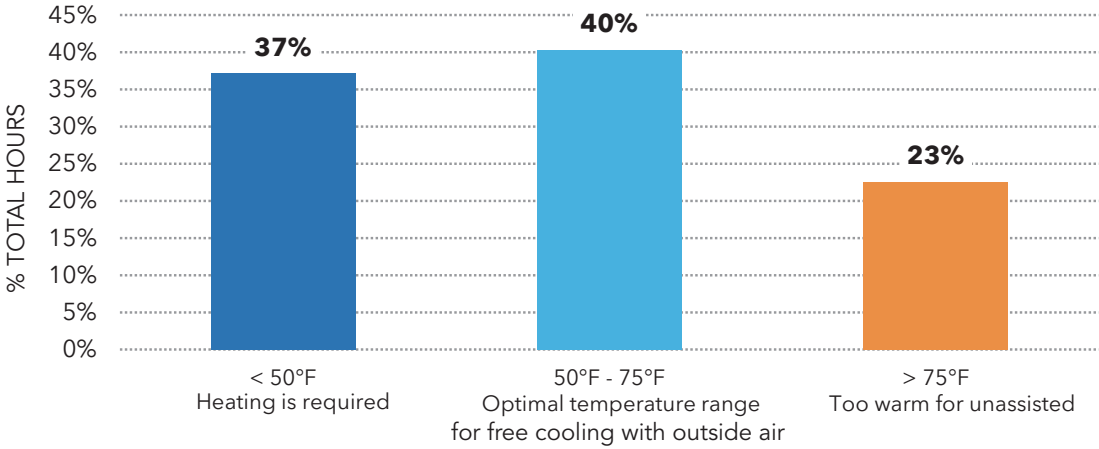
The chart below is a heat map of historic global solar radiation data for Boise. This data can be used in a variety of ways to assess everything from heat loads on facades, to understanding heat stress on materials, as well as dynamically visualizing how comfortable outdoors spaces may be during various times of the year.

HORIZONTAL GLOBAL SOLAR RADIATION - ANNUAL HEAT MAP



NATURAL VENTILATION

While about 40% of hours are within a range optimal for free-cooling with outside air, there are also high numbers of hours above and below this range. Dedicated outside air systems and ventilation heat recovery are effective strategies.

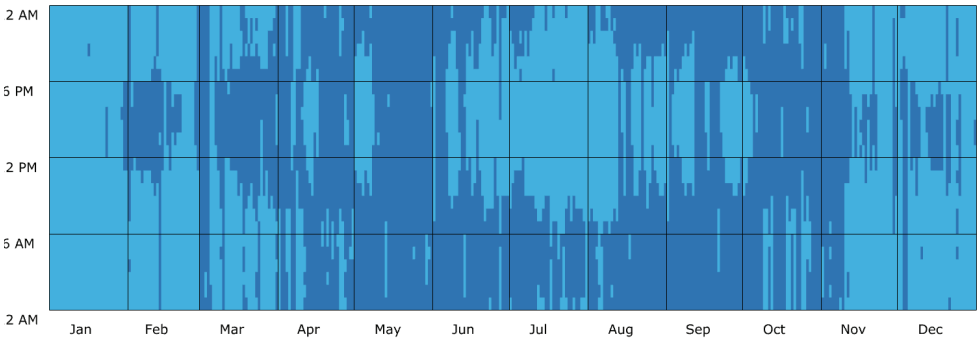


PASSIVE THERMAL STRATEGIES

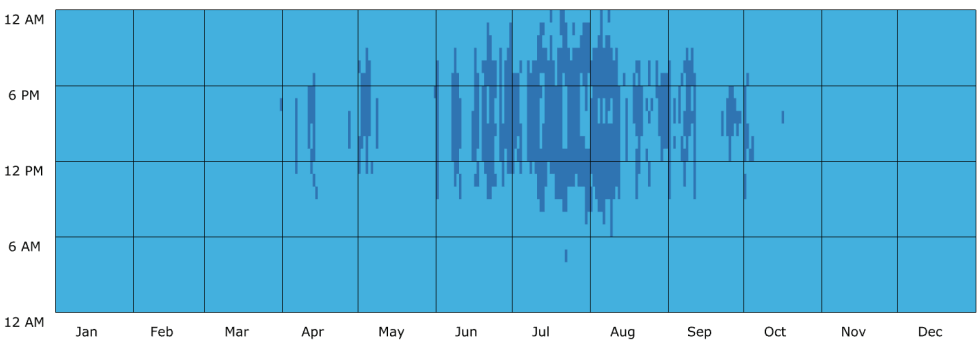
Putting it all together, through a synthesis of the climate data and application to the building design, we will evaluate the most appropriate passive design strategies to meet the high-performance goals, provide a healthy and comfortable interior environment, and hit the budget.

As an example, the charts below illustrate times of the year when the conditions are right for passive solar heating and cooling (dark blue indicates passive opportunities). Passive heating and cooling can provide an energy-use benefit, and a potential first-cost offset, because major equipment such as cooling towers, chillers, or even geothermal heat exchangers and pumps may be smaller (and less expensive) because loads were reduced through smart passive strategies.

PASSIVE SOLAR HEATING

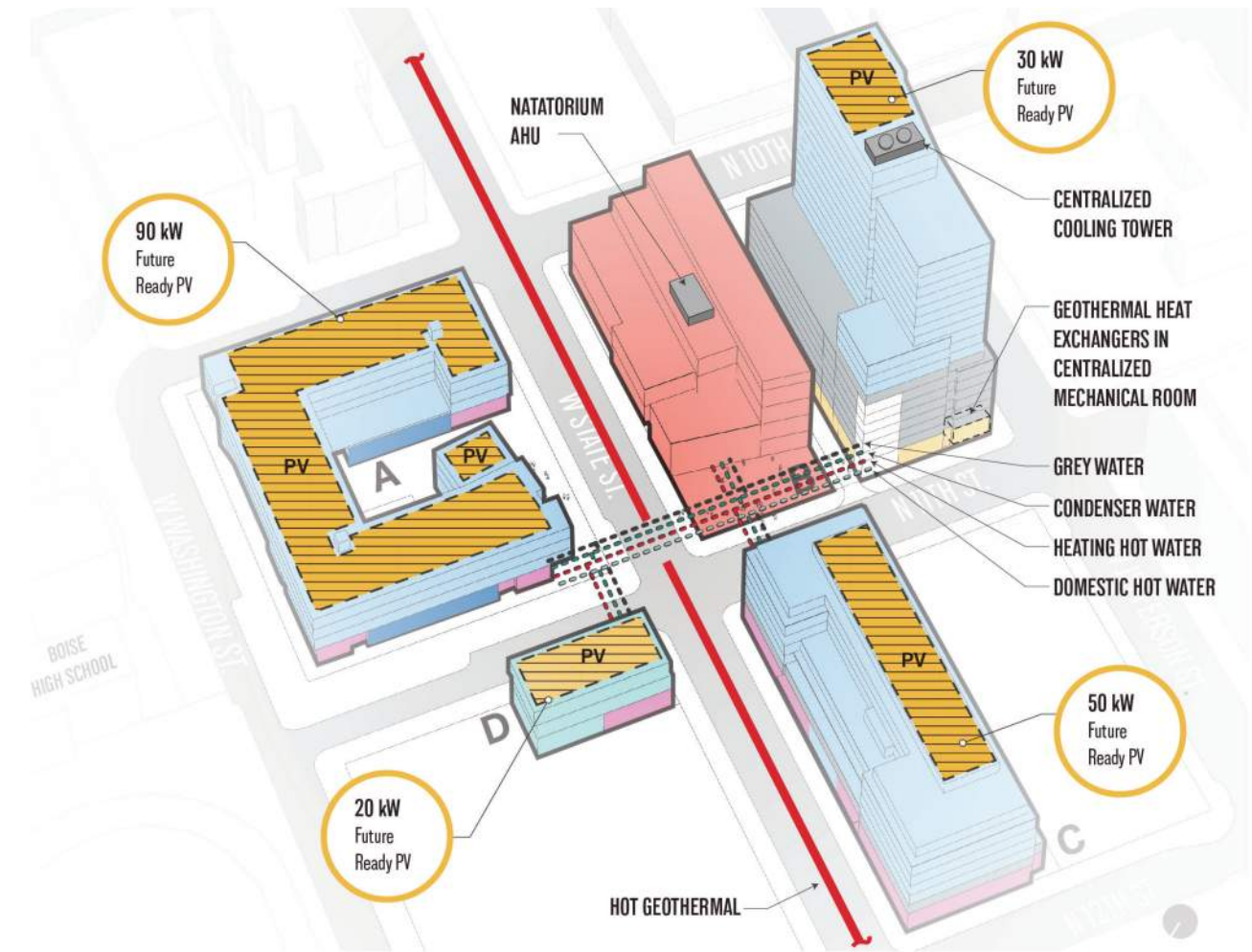


THERMAL MASS + NIGHT VENTING



VISIONARY SUSTAINABILITY OUTCOMES

ENERGY STRATEGIES



CENTRALIZED CAMPUS SYSTEMS

Centralizing the campus utilities could allow for more efficient use of the hot geothermal water available for the city of Boise. The geothermal hot water is delivered at 170 Deg F and is paid for by the gallon at a rate of \$0.3485/100 gallons. To maximize the energy pulled from the water, and minimize energy cost, it should be sent back as cold as possible.

By creating a system with multiple stages of reduced temperatures through heating water heat exchangers, domestic water heat exchangers, and finally a pool water heat exchanger, the cost of the geothermal energy can be reduced to less than the equivalent cost of gas.

An additional concept to further drive energy cost down is to use the return collection water, which is typically about 120 Deg F. The collection water is available at about \$0.14/100 gallons. At 120 Deg F, it may be sufficient for radiant heating, and pool water heating. Domestic hot water, and ventilation heating may require the higher temperature source.

During design, we will investigate all options for connecting to the renewable geothermal energy to optimize up-front costs, operating costs, maintenance, and emissions. Phasing the system and right-of-way crossings will be addressed to develop a strategy for the full campus build-out.

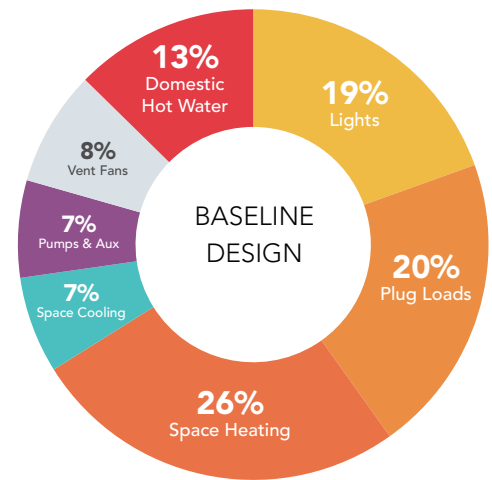
END USE ENERGY EFFICIENCY TARGETS

We will implement energy efficiency strategies including best-in-class and best-value lighting system design, daylight harvesting, high performance envelope design, heat recovery, geothermal, and campus connections to target an overall 80% reduction in greenhouse gas emissions and design the projects to be in-line with the current Architecture 2030 targets, and the NBI performance targets from Appendix 23.

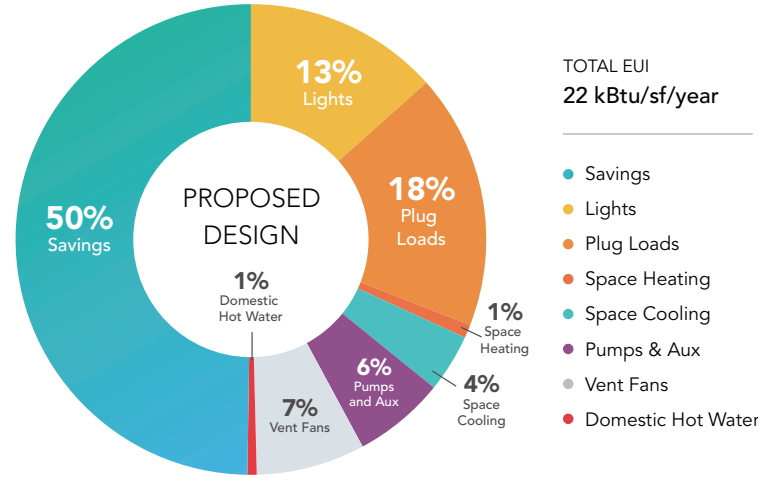
An important aspect of the buildings' designs for low carbon operation will be electrification. Fortunately, the geothermal heat source provides a very good source for heating, setting the project on a path towards an all-electric design.

The current carbon intensity of electricity from Idaho Power is about 0.804 lbs CO2/kWh. However, the City of Boise has committed to 100% Renewable Energy within the city by 2035. Thus, by electrifying the development today, it sets up the buildings for continuing reduction in operating emissions, and zero emissions by 2035 if the Boise Renewable Energy plan is fulfilled.

RESIDENTIAL BASELINE ENERGY USE



RESIDENTIAL PROPOSED ENERGY USE



ENERGY BENCHMARKING

Appendix 23 of the RFP sets energy benchmarks based on an NBI analysis of performance targets by climate zone. For the projects high-rise residential buildings, the target is 29 kBtu/sf/yr, and mid-rise would be 23 kBtu/sf/yr. Space heating and Domestic Hot Water are anticipated to be a large percentage of the energy use – and addressable by harvesting the City's geothermal source. With reductions in lighting, pumps and fans, and efficient equipment selection, the team feels an EUI between 23 and 29 kBtu/sf/yr is feasible for both high- and mid-rise housing.

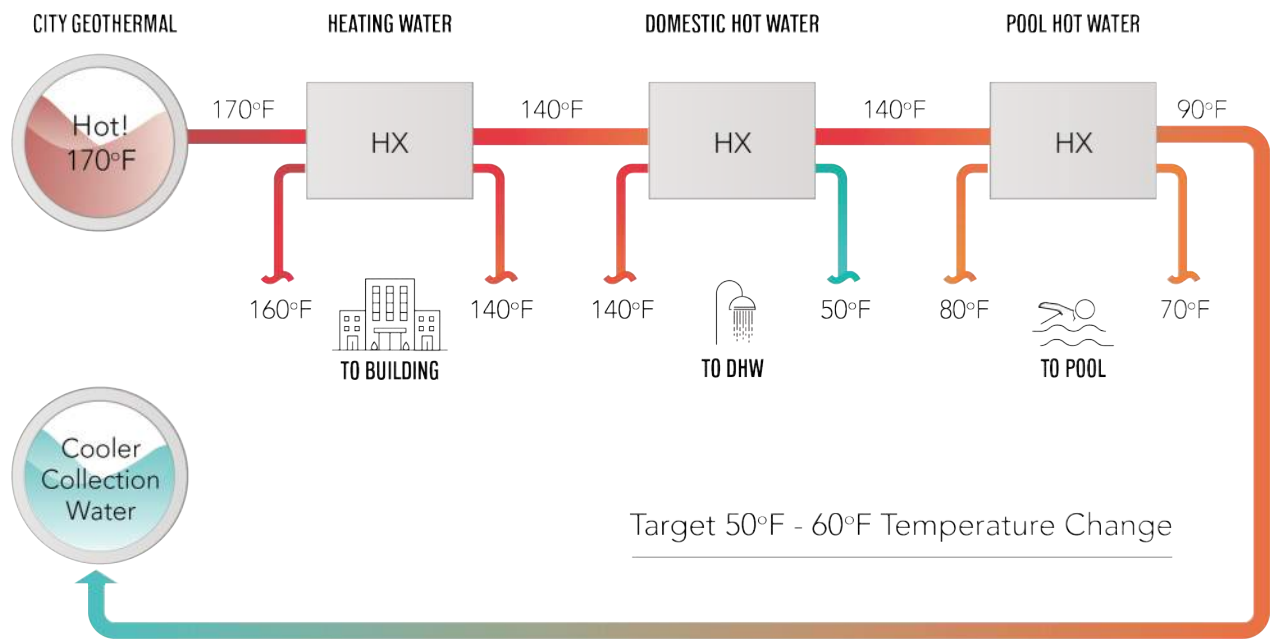
Car charging stations are not included in the NBI data and are typically treated separately from an energy-budgeting perspective. These are not included in the preliminary analysis and energy demand will vary based on usage.

VISIONARY SUSTAINABILITY OUTCOMES

GEOTHERMAL & WATER STRATAGIES

GEOTHERMAL

The city of Boise has been using geothermal heat from the nearby foothills for over a century. This unique resource is available and has a capacity to serve the proposed development. Used efficiently the hot geothermal water can nearly eliminate the projects GHG emissions for space heating, domestic hot water, and pool heating.

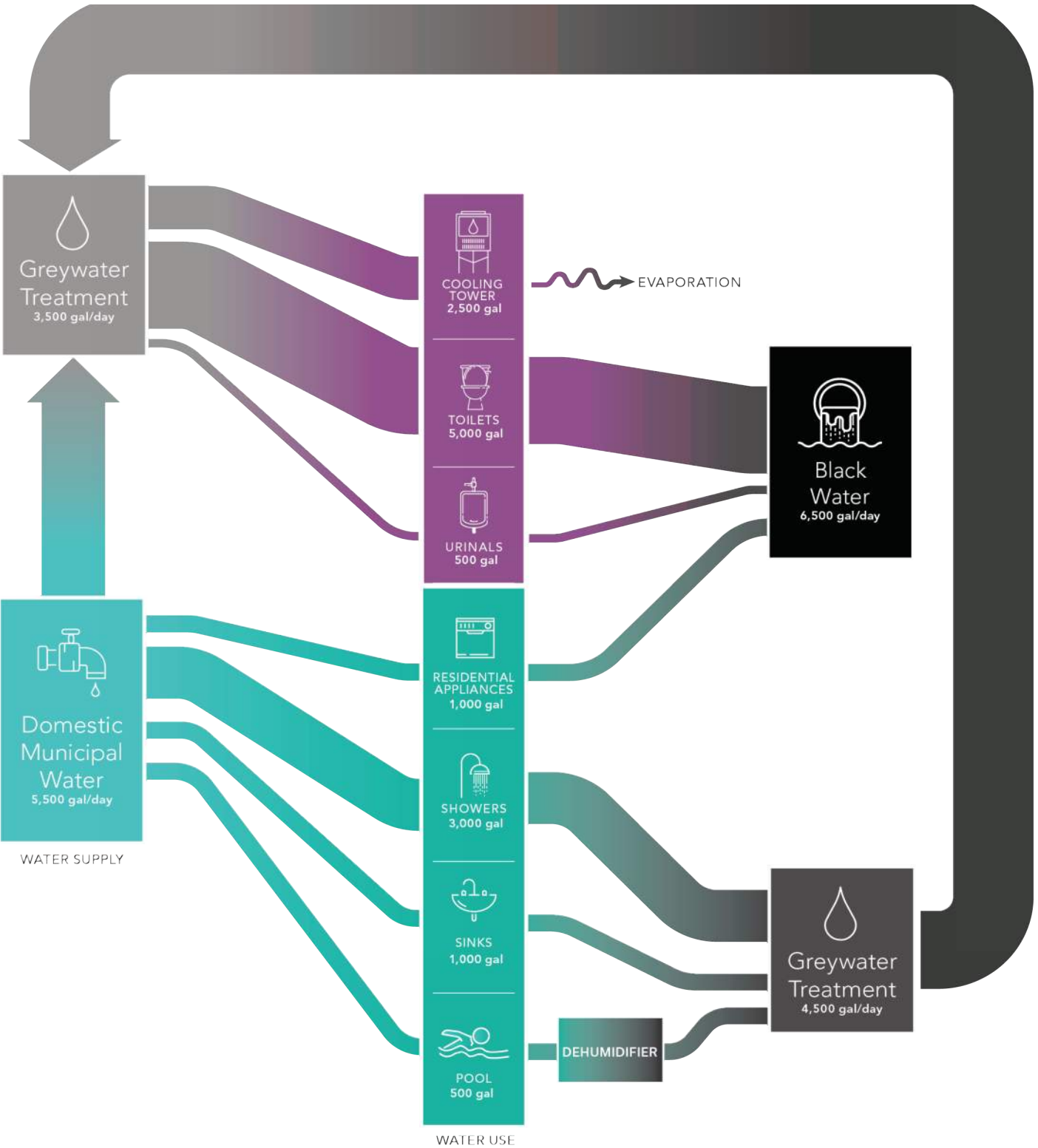


WATER USE

With only 11" of rainfall each year, water is a critical resource in Boise. Reusing greywater and condensate water in flush fixtures could reduce water use by nearly 30%. Low flow fixtures and appliances can further reduce the demand for potable water.

The diagram to the right illustrates a potential water-reuse concept to reduce water use by about 40% through greywater recycling alone. Greywater recycling is made much more efficient by creation of the central campus and taking advantage of the greywater produced in all buildings and centralizing the operations and maintenance of the system. As water continues to become a more critical resource, the value of water recycling through greywater harvesting increases.

Stormwater may still be detained as part of a green stormwater infrastructure design. If, as the project details are developed, the greywater system is found to not produce sufficient water for 100% of toilet flushing and cooling tower makeup, rainwater harvesting as part of the green stormwater strategy is an option to supplement the water-source.



Block 68 Catalytic Redevelopment Project

Panel Interview Questions

EDLEN & CO., DECHASE MIKSIS, ELTON COMPANIES, YMCA

Questions

1. *Please present the proposed participation with CCDC, including all available forms of financial assistance for streetscapes, parking, and land discounting, and your proposed timing of reimbursement.*

We have estimated the total CCDC participation based on recent public improvement projects completed in downtown Boise. The repayment of the costs associated with discounted land, public infrastructure, and Park BOI/Bike BOI facilities would be upon completion of each area of work.

At the close of financing, CCDC would receive 100% of the appraised land value. We anticipate a site write-down of 100% (based on the re-use appraisal) that would be paid at completion. We also anticipate CCDC will participate in the Mobility Hub for \$10 million. Finally, we anticipate that CCDC will reimburse the projects for eligible public improvements through the Type 2 Public Participation Program. We recognize that we will need to work with CCDC to address the timing issue for the Type 2 reimbursement. A breakdown of our proposed CCDC public participation for phase one by block is included below.

Block 69

PUBLIC-PRIVATE PARTICIPATION BENEFIT

• CCDC Participation	
o Discounted Land Value	\$ 2.535 million
o Public Infrastructure Improvements	\$ 1.635 million
Total CCDC Participation	\$ 4.170 million
• Private Participation	
Total Private Participation	\$ 58.034 million
Private to Public Investment Ratio: 13.92:1	(\$ 58.034 million : \$ 4.170 million)

Block 68 South

PUBLIC-PRIVATE PARTICIPATION BENEFIT

• CCDC Participation	
o Discounted Land Value	\$ 4.930 million
o Public Infrastructure Improvements	\$ 1.430 million
o Park BOI Parking and Mobility Structure	\$ 10.000 million
Total CCDC Participation	\$ 16.360 million
• Private Participation	
Total Private Participation	\$102.012 million
Private to Public Investment Ratio: 6.24:1	(\$102.012 million : \$16.360 million)

If CCDC funds were provided during construction or not required for the land transaction, the savings associated with a reduction to the project’s cost of capital could provide additional parking or housing units.

2. *Elaborate on your proposal's overall parking plan. Explain how you foresee the public parking integrating into the project, which user groups will park in public parking, assumptions on parking rates for both public and private parking stalls, including whether private parking will be bundled or unbundled from residential or commercial lease agreements or YMCA membership agreements, and expectations about shared operations.*

Our proposal presents the opportunity to further leverage CCDC's desire for public parking. The number of CCDC stalls we proposed was limited by the dollar investment CCDC indicated in the RFP. However, we will be delivering approximately 724 stalls throughout the entire project, and we intend to fully embrace a mixed-use parking plan to take advantage of the synergistic parking needs of the private housing, the YMCA users, and CCDC's commercial users in order to maximize the parking utilization. Once selected by CCDC, it is our intent to bring on a parking consultant to work with CCDC, the YMCA, and neighboring property owners to conduct a parking study to best determine how to maximize the parking utilization.

However, it does not take a study to understand that each of the three user groups have different peak demand times. For instance, the YMCA's weekday peak demands are between 6 am and 8:30 am and between 4 pm and 6 pm. The typical peak demand time for commercial uses is between 9 am and 4 pm, opposite the YMCA. Peak housing demand is between 5 pm and 8 am, this is counter-cyclical to the peak commercial demand. We intend to take advantage of these counter-cyclical demand peaks to offer greater parking to all three uses by having all the built parking open to all three uses. This opportunity exists due to the mixed-uses included in the overall project, thus balancing the daily demand by user with the overall supply. In other words, not over-building a parking garage by looking at when each user needs parking.

We have successfully developed this type of shared parking in past projects such as the Brewery Blocks in Portland Oregon wherein each stall was achieving over 200% occupancy. This equates to 200% of revenue due to the counter-cyclical demands of commercial, retail, and housing peak demand times.

We would also like to explore parking income sharing opportunities among the three uses to ensure that all parties benefit from the parking revenues to the fullest. There are several ways we could structure this type of arrangement. At the Brewery Blocks, rather than segregating and carving up parking ownership and uses we created a successful model wherein parking costs and revenues are shared on a pro-rata basis so that all three interested ownerships benefit equally from the revenues generated across all approximately 1,300 stalls. Another option would be to create condominium units with separate ownership and agreements between the various owners for cross-access and use. In either scenario, the garages will be managed by a third-party parking management company. Finally, if CCDC desires to limit the use of the CCDC-funded spaces, while we do not believe this will maximize use nor revenue for the stalls, we are prepared to proceed in this fashion.

All parking will be unbundled from residential and commercial lease agreements. Our proforma assumes market rates for monthly parking for residents (\$150-\$165 per month). Public parking rates are assumed to be like other ParkBOI facilities with the first hour free.

3. Explain how you arrived at the proposed unit mix and AMI pricing structure. Elaborate on how your project will finance it and if/how CCDC assistance influences the level of proposed affordability.

The proposed unit mix and AMI mix are based on the requirements of the RFP, anticipated market demand for different unit types, and the need to achieve a rate of return sufficient to attract the equity required for the project. We developed a financial model that met the RFP requirements by unit type, size, quantity, and rent level to create a unit mix. The final unit mix is as follows:

Unit Type	AMI Level	No. Units	Unit Size	Rent/Mo	Rent/sf	% of Units
80% AMI Units						
Studio	80%	12	550 SF	\$ 1,054	\$ 1.92	5.5%
One Bedroom	80%	10	650 SF	\$ 1,130	\$ 1.74	4.5%
Two Bedroom	80%	3	850 SF	\$ 1,355	\$ 1.59	1.4%
Total and Average		25		\$ 1,180	\$ 1.75	11.4%
120% AMI Units						
Studio	120%	63	550 SF	\$ 1,581	\$ 2.88	28.6%
One Bedroom	120%	53	650 SF	\$ 1,694	\$ 2.61	24.1%
Two Bedroom	120%	14	850 SF	\$ 2,033	\$ 2.39	6.4%
Total and Average		130		\$ 1,770	\$ 2.62	59.1%
Market Rate Units						
Studio	Market	32	550 SF	\$ 1,694	\$ 3.08	14.5%
One Bedroom	Market	26	650 SF	\$ 1,879	\$ 2.89	11.8%
Two Bedroom	Market	7	850 SF	\$ 2,176	\$ 2.56	3.2%
Total and Average		65		\$ 1,916	\$ 2.84	29.5%

Block 68 South and Block 69 will both be financed by a combination of traditional debt and equity as well as the CCDC participation. The CCDC participation is critical to achieving the significant number of below-market units while still achieving the required market rate of return on invested equity.

4. What are the key elements in your proposal that contribute to the 11th Street Bikeway and Building a Better State Street initiative? How will the secure bike storage integrate into the project and what expectations do you have about its operation and availability to the public?

Our vision is to create a mixed-use/mixed-income neighborhood along State Street that includes high-quality design, materials, and place-making with an emphasis on the pedestrian and bike experience. We know from our past experience with multi-block developments that it's critical to have a cultural centerpiece for each project. That cultural component creates a vital link between residents and the surrounding community. Often, it's a grocery store, a park, or a performance venue. In this case, it's the YMCA. Synergies between the YMCA and the adjacent public plaza will provide a unique sense of arrival along State St. and create a landmark at the north end of the 11th Street bikeway. We envision a "ribbon of jewels" concept that connects the YMCA to the Boise High School through a variety of at-grade local gathering spaces. Each space is designed to encourage interaction between neighbors or simply provide a comfortable place to sit and enjoy a cup of coffee.

In addition to bike facilities located throughout the project, the BikeBOI is directly accessed from the 11th St. Bikeway. This connection will allow Boise residents and visitors to easily access downtown, the Boise River, Boise State University, as well as neighborhoods such as Hyde Park, and the foothills. They are convenient, highly visible, and amenitized to provide safety, security, and comfort for bikers.

5. *What are the largest risks/barriers that your project will have to overcome?*

The largest risk to any new construction project today is the broken supply chains that we are experiencing around the world. Resulting shortages are causing cost escalation in almost every aspect of construction. In building our team, we very purposely brought on the two largest and most sophisticated contractors in the Valley; a joint venture between Andersen Construction and McAlvain Companies. Not only are these two firms locally based and thus have the deepest relationships with the sub-trades, but together, they also represent the largest contracting team in the region, thereby commanding the greatest buying power in Boise. They both are also affiliated with larger groups of contractors in the Inter-Mountain and Pacific Northwest Regions that can provide additional labor, supplies, and robust buying power.

To enhance our team's ability to insulate the project from further price escalation, we would like to suggest shortening the time period to complete agreements with CCDC thereby enabling our team to commence architecture and engineering months sooner than originally scheduled. By accelerating the proposed ANE and DDA time periods included in the RFP, we will be able to commence procurement of materials and break ground that much sooner.

6. *The district sunsets in 2026. What assumptions in your development timeline are most critical?*

The most critical assumption we made in our development timeline is completing agreements with CCDC. We propose completing the DDA by the April 11, 2022, CCDC April Board Meeting. If we are successful at meeting this date, it will allow us to commence the design process sooner and to start construction on both Block 68 South and Block 69 North in the first half of 2023. This will provide sufficient time for both projects to be completed well in advance of the district sunset in 2026. The reimbursement for public improvements based on the standard Type 2 agreement would need to extend past 2026 or funds would need to be reimbursed prior to the sunset of the district. This can be included in the DDA if not within the Type 2 agreement.

7. *How did you arrive at your planned distribution of Affordable and Workforce units by type? Would it be possible for you to include more Affordable/Workforce two-bedroom units in the Block 69 North Building?*

In reference to how we arrived at a planned distribution of Affordable and Workforce units by type, please reference our response to question 3 above.

With respect to adding more Affordable/Workforce two-bedroom units in Block 69, we could accomplish this, but additional financial support would likely be needed, or other requirements of the RFP would need to be adjusted. Generally speaking, the rent per square foot for a two-bedroom unit is less than the rent per square foot for a one-bedroom unit; likewise, the rent per

square foot for a one-bedroom unit is less than the rent per square foot for a studio. As a result, the larger the unit the less income is provided per square foot and the more support is needed to meet the same financial requirements. That said, if selected our team is open and willing to work with CCDC on the final unit mix and affordability to best achieve CCDC's objectives.

8. *Why did you choose to place all the Affordable and Workforce units in Block 69 North and none in Block 68?*

Block 68 South is designed as a type I construction project. Due to the proposed building height which by code requires a more significant structure and sophisticated fire protection system, resulting in higher construction costs. Block 69 is designed as a type III construction project which has a more cost-effective structural and fire protection system. This is one of the multiple benefits of a multi-block mixed-use project that affords the opportunity to take advantage of efficiencies to maximize CCDC's public investment. If selected, we believe there is also an opportunity to consider Block 79 as the ultimate location for an increased number of affordable/workforce units.

Our team would also like to include units at or below 60% AMI as part of the overall affordability mix if we are able to secure an allocation of 9% low-income tax credits (LIHTCs) or the equivalent gap funding required to make a 4% LIHTC project possible. Additionally, we are actively exploring the use of tax-exempt bonds to build and 100% finance middle-income/workforce housing. This model has been developed and utilized in California through the work of the Orrick law firm who has long provided service to our firm on LIHTC and other bond-related financing projects. We expect to finalize this potential funding source before year-end and to date, it is looking very positive. We have had initial conversations with Idaho Housing and Finance Association who has indicated an interest in pursuing it. This is a tool that could potentially deliver greater middle-income housing throughout Idaho. We are happy to share this potential financing tool and discuss it in depth with CCDC as we believe it will allow us to build even more middle-income/workforce units in the contemplated project.

9. *Explain your parking costs per stall, and why you are proposing less than the minimum requested 200 public stalls. How will parking be shared or restricted between the various users?*

The project provides 514 stalls on block 68 South and Block 69 in the initial phase of the development, with an additional 210 stalls on Block 79 (the location of the current YMCA facility). It is our intent that all parking will be for a mix of uses and open to the public. This will allow maximum use of the parking throughout the day.

The total estimated cost for the parking structure on Block 68 South is approximately \$29.5 million, which equates to \$62,870 per stall. With an overall budget of \$10 million per the RFP, the total number of stalls that could be purchased is 158. If additional funds are available, it is possible to provide additional stalls, or if the design is changed to be more efficient, the cost per stall would be reduced allowing for more CCDC stalls. In addition, if the State property adjacent to the Block 68 South parcel can be included, this would also result in a more efficient design, resulting in a lower cost per stall and therefore more CCDC stalls.

The current Block 68 design allows for future modifications to allow for different uses besides parking. To do this the parking decks are designed to be level and require speed ramps between floors. This is a less efficient design but does provide for future re-design of each parking floor for a different use, including housing and/or commercial. Should CCDC not be interested in this concept we estimate that an additional 25 parking stalls could be generated for CCDC at little or no cost premium.

It is important to note the overall price for the parking includes a cost allocation for the land (please see cost breakdown below). If CCDC contributes the land toward the project prior to commencement of construction this would provide for an additional \$804,000 in savings or \$57,785 per stall. This would provide funds for an additional 15 stalls.

Mobility Hub Development Costs	Total	Per Stall	ParkBOI
Land / Acquisition	\$ 2,385,000.00	\$ 5,085.00	\$ 804,000.00
Hard Costs	\$ 21,993,000.00	\$ 46,893.00	\$ 7,409,000.00
Soft Costs	\$ 3,756,000.00	\$ 8,009.00	\$ 1,312,000.00
Contingency	\$ 1,352,000.00	\$ 2,883.00	\$ 455,000.00
Financing	\$ -	\$ -	\$ -
Total Cost	\$ 29,486,000.00	\$ 62,870.00	\$ 9,980,000.00

Together between a redesign to remove the speed ramps and providing the ground as a source of funds could provide for a total of 198 parking stalls. This does not include the efficiencies of including the State property next to Block 68 South which could provide additional parking.

It is important to note the hard cost are based on estimates provided by two regional general contractors, McAlvain Construction and Andersen Construction, which are based on recent cost information. The price is at today's cost plus a 5% escalation.

10. Your proposal includes an expansive development team. How will you all be working together? Elaborate on who will be working on the different buildings in the proposal.

Our intent is to bring to CCDC and the YMCA the best in class whether that be architects, engineers, contractors, or developers. We are big believers in empowerment and sharing of expertise with our local development community which is why we have included a select few firms such as GBD who are not local but who have a wealth of experience and knowledge with larger scale, highly sustainable, complex mixed-use projects. Over the years we have had tremendous success in bringing together a diverse, highly experienced, and perhaps most importantly collaborative team of experts. Examples include the Brewery Blocks and South Waterfront both in Portland Oregon which are nationally renowned projects for successful examples of mixed-use, transit-oriented, pedestrian and bike-friendly, highly sustainable urban projects.

Edlen & Co. and deChase Miksis already have an established joint venture and have worked together on a variety of projects over the past 15 years. The two firms, along with Elton Company, will work together as an integrated development team on the different buildings.

11. Please further explain the proposed land swap. What are your valuation assumptions? When do you foresee it occurring in the development timeline? Explain the proposed legal entity ownership structure and land transfer process.

Land valuations will be based upon third-party appraisals and transferred through a purchase and sale or other land transaction agreements between the parties. The land transaction(s) will be outlined in the DDA. CCDC's land on Block 68 North would be traded, through a purchase and sale agreement for the YMCA's half-block on Block 69. The Block 69 property would then be sold to a developer-controlled single-purpose entity for redevelopment into the proposed workforce housing. This transaction would occur just prior to the close of financing and the commencement of construction once all conditions of the DDA have been met. We propose to start construction on Block 69 in the first quarter of 2023.

The ownership of each private project will be a single-purpose limited liability company controlled by members of the development team. The ownership of Block 68 North where the new YMCA will be built will be owned by the YMCA. The developers, the YMCA, and CCDC will be parties to the DDA

Attachment 7 Form of Deed

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body corporate and politic, organized under the laws of the state of Idaho ("**Grantor**"), for valuable consideration paid by _____, an Idaho limited liability company ("**Grantee**"), which has a current address of _____, does hereby sell, transfer and convey unto Grantee, all of that certain real property located in Ada County, Idaho, and described on Exhibit "A" attached hereto and incorporated herein ("**Property**").

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof and all estate, right, title and interest in and to the Property.

To have and to hold, all and singular the Property together with its appurtenances unto Grantee and Grantee's successors and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

1. The Property is conveyed subject to:

The Amended and Restated Disposition and Development Agreement entered into by and between the Grantor and Grantee and dated _____, 2023, as implemented by any subsequent implementation agreements between Grantor and Grantee (herein collectively referred to as the "**DDA**") and the Redevelopment Plan (as defined in the DDA); the full text of the Redevelopment Plan, the DDA and such implementation agreements are available for review at the offices of the Grantor and the City of Boise.

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

The Property shall be used only for a mixed-use, multi-family or senior residential housing project and a structured parking facility (as Project is defined in the DDA) constructed in accordance with the DDA until the Certificate of Completion for the Project is issued.

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 encumbrances without the written consent of the Grantor.
4. Prior to the recordation by the Grantor of a Certificate of Completion for the Project as provided in the DDA, the Grantee shall not, except as permitted by the DDA, sell, transfer, convey, 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 or transfers to any entity or entities owned or controlled by the Grantee as permitted by the DDA. 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 Project 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 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 or selling 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 or pre-leasing activities related to the Property or Project. This prohibition shall not be deemed to prevent Grantee from entering into reservation agreements with condominium purchasers.
5. Subject to the provisions of Section 14.7.4 of the DDA, Grantor shall have the right, at Grantor's option, to reenter, take possession of the Property with all improvements thereon, and acquire title to the Property through reconveyance, which Form of Reconveyance Deed is as set forth as an attachment to the DDA, if any of the following occurs after Closing and conveyance of the Property to Grantee but prior to the issuance of the Certificate of Completion for the entirety of the Project, after receiving notice and an opportunity to cure as set forth in Section 14.2 of the DDA, and as may be extended by Section 15.6 of the DDA, shall constitute a default under DDA:
 - (a) Grantee fails to proceed with the construction of the improvements as required by the DDA for a period of ninety (90) consecutive days after Closing; or
 - (b) Grantee abandons or substantially suspends construction of the Private/Public Project for a period of six (6) months; or

- (c) Grantee transfers or suffers any involuntary transfer of the Property or any part thereof in violation of the DDA; and
- (d) Grantor or Lender is unable to enforce the Completion Guaranty for the completion of the Private/Public Project .

Such right to reenter, and repossess, 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 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.

To exercise its rights to reenter, take possession of the Property with all improvements thereon, and acquire title to the Property through reconveyance without intent to dispose of the Property as provided in Section 14.7.2 of the DDA, Grantor shall pay first to Lender, and if no amount is owed to Lender, then Grantor will interplead funds to the Ada County District Court for a determination of the respective rights of the Grantee, equity investors and condominium purchasers, in an amount equal to all design and engineering costs incurred by Grantee for the development of the Property as of the date of re-possession and for the appraised value of improvements existing on the Property at the time of the reentry, repossession by the Grantor, and reconveyance, less any amounts paid by Grantor to Grantee for the Parking Purchase Price (as defined in the DDA). Following such payment, Grantee shall assign all engineering and design plans to Grantor. Grantor may elect to retain the Property following termination of the Urban Renewal Plan pursuant to Idaho Code Section 50-2905(8).

- 6. Subject to the provisions of Section 14.7.3 of the DDA, Grantor shall have the right, at Grantor's option, to reenter, take possession and acquire title to the Property through reconveyance, which Form of Reconveyance Deed is as set forth in as an attachment to the DDA, for future disposition to a third party with all improvements thereon, if any of the following occurs after Closing and conveyance of the Property to Grantee but prior to the issuance of the Certificate of Completion for the entirety of the Project after receiving notice and an opportunity to cure as set forth in Section 14.2 of the DDA, and as may be extended by Section 15.6 of the DDA, shall constitute a default under the DDA:
 - (a) Grantee fails to proceed with the construction of the improvements as required by the DDA for a period of ninety (90) consecutive days after Closing; or
 - (b) Grantee abandons or substantially suspends construction of the Private/Public Project for a period of six (6) months; or
 - (c) Grantee transfers or suffers any involuntary transfer of the Property or any part thereof in violation of the DDA other than the foreclosure of any mortgage or

Deed of Trust, and Lender or its successor agrees to be bound by the terms of the DDA; and

- (d) Grantor or Lender is unable to enforce the Completion Guaranty for the completion of the Private/Public Project.

Such right to cause the revesting and further disposition of the Property to the extent provided in the DDA and pursuant to the Urban Renewal Law shall be subordinate and subject to and be limited by and shall not defeat, render invalid, or limit:

- (i) any mortgage, deed of trust, or other security instrument for financing permitted by the DDA; or
- (ii) any rights to interest provided in the DDA for the protection of the holder of such mortgages, deeds of trust, or other security instruments.

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

- (a) first, to reimburse Grantor on its own behalf for all costs and expenses incurred by Grantor in connection with the ownership of the Property (excluding the Agency Garage Unit (as defined in the DDA) if that has previously been transferred to Grantor), including, but not limited to, salaries to personnel in connection with the recapture, management, and resale of the Property or part thereof; all taxes, assessments, and water and sewer charges with respect to the Property or portion thereof to the extent actually paid by Grantor; any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due solely to obligations, defaults, or acts of Grantee; any expenditures made or obligations incurred with respect to the construction or completion of the Project, or any part thereof on the Property or part thereof; and any amounts otherwise owed to Grantor by Grantee hereunder excluding any claim for damages under the DDA; and
- (b) second, to reimburse Grantee up to the amount equal to all design and engineering costs incurred by Grantee for the development of the Property and for the appraised value of the improvements existing on the Property at the time of the reentry and repossession, and revesting to the Grantor, less any amounts paid by Grantor to Grantee for the Parking Purchase Price.
- (c) Any balance remaining after such reimbursements shall be retained by Grantor.

7. 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 physical disability, race, color, creed, religion, sex, sexual orientation, gender identity/expression, marital status, age, 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.
8. 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.
9. Except as otherwise provided, the covenants contained in paragraph 2 of this Deed shall remain in effect until the Certificate of Completion is issued for the Project. The covenants contained in paragraphs 2, 3, 4, 5, 6, 7 and 8 of this Deed, and the provisions set forth in Section 13 of the DDA, shall be binding for the benefit of the Grantor, its successors and assigns, and any successor in fee 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 and as set forth in Section 13 of the DDA shall be for the benefit of and shall be enforceable only by the Grantor, its successors, and such aforementioned parties. Notwithstanding the foregoing, if Grantee or any subsequent owner of any portion of the Property conveys any portion of the Property, such owner shall, upon the conveyance, be released and discharged from all of its obligations in connection with the portion of the Property conveyed by it arising under this Deed after the conveyance but shall remain liable for all obligations in connection with the portion of the Property so conveyed arising under this Deed prior to the conveyance. The new owner of any such portion of the Property shall be liable for all obligations arising under this Deed and Section 13 of the DDA with respect to such portion of the Property after the conveyance.
10. In the event of any express conflict between this Deed and the DDA, the provisions of this Deed shall control.
11. In the event Agency elects to exercise its right to Repossess the Property under Section 14.7 of the DDA, the Property shall be reconveyed to Agency pursuant to the terms of the DDA through a Reconveyance Deed.

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

GRANTOR:

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, organized under the laws of the state of Idaho

By: _____
John Brunelle, Executive Director

Date: _____

The provisions of this Deed are hereby approved and accepted:

GRANTEE:

By: _____

By: _____

Its: Manager

Date: _____

ACKNOWLEDGEMENTS

STATE OF IDAHO)
)ss.
County of Ada)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared John Brunelle known or identified to me to be the Executive Director of The Urban Renewal Agency of the Boise City, Idaho, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho, that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

Notary Public for Idaho
My commission expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2023, before me, _____, the undersigned notary public in and for said county and state, personally appeared _____, known or identified to me to be the manager of _____, an Idaho limited liability company, the manager of _____ an Idaho limited liability company, "Developer" herein, and acknowledged to me that he executed the within instrument on behalf of such Developer for the purposes herein contained.

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

Notary Public for Idaho
My commission expires _____

PROPERTY DESCRIPTION EXHIBIT "A"

[To be attached]

4886-7024-1172, v. 5

Attachment 8

Form of Amended Memorandum

Recording Requested By and
When Recorded Return to:

Capital City Development Corporation
Attn: Mary Watson
121 N 9TH St., Suite 501
Boise, ID 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**MEMORANDUM OF AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT**

(BLOCK 68 SOUTH)

THIS MEMORANDUM OF AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT ("Memorandum") is made as of the ____ day of _____, by and between The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho, ("Agency") and Block 68 South Development LLC, an Idaho limited liability company, whose mailing address is 401 West Idaho Street, Boise, ID 83702 ("Developer"), collectively the "Parties."

1. Agency and Developer entered into the Disposition and Development Agreement effective December 15, 2022 (the "Original DDA"), regarding the conveyance and development of certain real property described therein. The Memorandum of Disposition and Development Agreement, was recorded in the office of the Recorder of Ada County, Idaho on December 16, 2022, as Instrument No. 2022-099354.

2. The Agency and Developer entered into the Amended and Restated Disposition and Development Agreement, effective December __, 2023 (the "Amended and Restated DDA"), regarding the conveyance and development of the real property further described on Exhibit A (the "Property"), attached hereto and incorporated herein, which Property includes the parcel(s) owned by CCDC and to be conveyed to the Developer pursuant to the Amended and Restated DDA generally including the entire half-block of Block 68, located on Jefferson Street between 10th Street and 11th Street consisting of the Original DDA Parcel and the Paved Parking Lot. The Amended and Restated DDA restates in its entirety that certain Original DDA. All Attachments to the Amended and Restated DDA supersede and replace the attachments approved with the Original DDA

3. This Memorandum summarizes the Amended and Restated DDA pursuant to Idaho Code Section 55-818 and incorporates by reference all of the terms and provisions of the Amended and Restated DDA.

4. The terms, conditions, and provisions of the Amended and Restated DDA relating to the development of the Property shall extend to and be binding upon the heirs, executors, administrators, grantees, successors, and assigns of the Parties hereto.

5. This Memorandum and the terms, conditions, and provisions of the Amended and Restated DDA relating to the development of the Property shall have no further force or effect without further action by Agency or Developer after Agency has issued a Certificate of Completion with respect to the development of the Property, except as set forth in the Deed, and Section 13 of the Amended and Restated DDA (the "Surviving Provisions"). The Parties shall execute and record in the real property records a Termination of Memorandum at Developer's expense recognizing completion of the development obligation of the Property pursuant to the Amended and Restated DDA and noting the Surviving Provisions.

6. Filing and recording of any Termination of Memorandum does not constitute a termination of the Surviving Provisions.

7. In the event of any conflict between the Amended and Restated DDA and this Memorandum, the Amended and Restated DDA shall control.

8. Capitalized terms used but not defined in this Memorandum shall have the same meanings ascribed for such capitalized terms in the Amended and Restated DDA.

[end of text]

AGENCY:

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho

By _____
John Brunelle
Executive Director

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, before me, the undersigned notary public in and for said County and State, personally appeared John Brunelle, known or identified to me to be the Executive Director of The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body corporate and politic, organized under the laws of the state of Idaho, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Agency and acknowledged to me that such Agency executed the same for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____

DEVELOPER:

Block 68 South Development LLC,
an Idaho limited liability company

By _____
J. Dean Papé
Its: Manager

By _____
Jill Sherman
Its: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, before me, the undersigned notary public in and for said County and State, personally appeared J. Dean Papé, known or identified to me to be a manager of Developer Block 68 South Development LLC, an Idaho limited liability company, "Developer" herein, and acknowledged to me that he executed the within instrument on behalf of such Developer for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, before me, the undersigned notary public in and for said County and State, personally appeared Jill Sherman known or identified to me to be a manager of Developer Block 68 South Development LLC, an Idaho limited liability company, “Developer” herein, and acknowledged to me that she executed the within instrument on behalf of such Developer for the purposes herein contained.

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

Notary Public for _____
Commission Expires _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Agency Parcel (Original DDA Parcel): 1010 W. Jefferson – Block 68 S

Tax Parcel No. R1013004553

Lot 1, 2, 3, and 4 and the West 33.15 feet of Lot 5 in Block 68, in Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

Agency Parcel (Paved Parking Lot): 1010 W. Jefferson – Block 68 S

Tax Parcel No. R1013004556

The East 16.85 feet of Lot 5 and all of Lot 6 in Block 68, in Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

4883-3912-1728, v. 3

Attachment 9

Certificate of Completion

CERTIFICATE OF COMPLETION OF CONSTRUCTION OF IMPROVEMENTS

(Block 68 South Mixed-Use Housing & Mobility Hub Development Project 1010 W. Jefferson Street (Parcel No. R1013004553) 1010 W. Jefferson Street – Parking Lot (Parcel No. R1013004556) Amended and Restated Disposition and Development Agreement)

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho (the “Agency”), exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of 1965, as amended (Chapter 20, Title 50, Idaho Code), which has a street address of 121 North 9th Street, Suite 501, Boise, Idaho 83702, hereby certifies that all the required improvements, construction, and redevelopment regarding the Block 68 South Mixed-Use Housing & Mobility Hub Project (collectively the “Project”) have been completed.

Block 68 South Investment LLC, an Idaho limited liability company (the “Developer”), having its principal office at 401 West Idaho Street, Boise, Idaho 83702, is the developer of Project located on that certain real property described in Exhibit A annexed hereto and by this reference incorporated herein (the “Property”). The construction and completion of the Project on the Property have been completed in accordance with the provisions and conform with the uses specified in the Urban Renewal Plan, Westside Downtown Urban Renewal Project as recommended by Agency and approved by the Boise City Council on December 4, 2001, by City Council Ordinance No. 6108 (the “Plan”), and as subsequently amended to add area pursuant to the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project, as recommended by Agency and approved by the Boise City Council on December 1, 2020, by City Council Ordinance No. ORD-45-20 (collectively the Plan and the First Amendment may be referred to as the “Plan”), which Plan is incorporated herein by reference. The Project as constructed also met the requirements set forth in the Amended and Restated Disposition and Development Agreement dated December __, 2023 (the “Amended DDA”), between the Agency and the Developer, which Amended DDA is incorporated herein by reference.

This Certificate is issued in accordance with Section 11 of the Amended DDA and only for said purposes of Section 11. 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 Amended DDA, provided that the Agency does not hereby relinquish any right to enforce the covenants that specifically survive such completion of the Project and remain as terms set forth in the Special Warranty Deed, dated [_____, _____], recorded on [_____, _____], bearing Instrument No. _____ (the “Deed”) conveying the Property to the Developer from the Agency or Sections 3.1.2, 8.1, 8.2, 9.12.4 and 13 of the Amended DDA.

[end of text]

DATED this _____ day of _____.

The Urban Renewal Agency of Boise City, Idaho,
also known as Capital City Development
Corporation, an independent public body, corporate
and politic, organized under the laws of the state of
Idaho

By _____
John Brunelle, Executive Director

ATTEST:

Secretary/Treasurer

STATE OF IDAHO)
) ss:
County of Ada)

On this _____ day of _____, _____, before me, _____,
a notary public in and for said state, personally appeared John Brunelle known to me to be the
Executive Director and _____ Secretary/Treasurer of The Urban Renewal
Agency of Boise City, Idaho, also known as Capital City Development Corporation, an
independent public body, corporate and politic, organized under the laws of the state of Idaho,
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.

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: _____

EXHIBIT A

Description of the Property

Agency Parcel: 1010 W. Jefferson – Block 68 S

Original DDA Parcel

Tax Parcel No. R1013004553

Lot 1, 2, 3, and 4 and the West 33.15 feet of Lot 5 in Block 68, in Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

Paved Parking Lot:

Ada County Parcel #R1013004556.

The East 16.85 feet of Lot 5, and all of Lot 6 in Block 68 of BOISE CITY ORIGINAL TOWNSITE, according to the official plat thereof filed in Book 1 of Plats at Page 1, Official Records of Ada County, Idaho.

4855-6389-9796, v. 2

Attachment 10

Green Building Certification

BLOCK 68 CATALYTIC REDEVELOPMENT

GREEN BUILDING CERTIFICATE



EDLEN & CO. + CHASE MIKSI + ELTON Companies + the YMCA

GREEN BUILDING CERTIFICATE FORM

APPENDIX 5

GREEN BUILDING CERTIFICATION (REQUIRED WITH SUBMITTAL)

To: Capital City Development Corporation (CCDC)

Re: Block 68 Catalytic Redevelopment Project RFP
1010 W. Jefferson Street and 421 N. 10th Street, Boise, Idaho 83702

**Downtown Boise
Catalytic Redevelopment**

My signature below legally binds this development known as Downtown Boise Catalytic Redevelopment to meet or exceed the Boise City Green Construction Code, Boise City Code, Title 4, Chapter 7 (the "Code"). Or in the event the Code does not pertain to the construction type, the developer will obtain written confirmation from a Boise City Building Official that the project meets or exceeds the intent of the Code. By my signature below, I acknowledge for myself and the developer / company that this condition is a requirement of submission of the RFQ/P and that it is a condition that must be satisfied in order to receive any benefit of the RFQ/P, including a site write down.



Signature: _____

Print Name: J. Dean Pape

Print Title: Principal

Developer Company: deChase Miksis

Date: 7/3/2021

Attachment 11

Form of Escrow Instruction Letter

_____, 2023

VIA EMAIL AND FEDERAL EXPRESS

TitleOne Corporation
1101 W. River Street, Suite 201
Boise, ID 83702

Re: Amended and Restated Disposition and Development Agreement dated as of December ___, 2023 (the “Amended DDA”), by and between Capital City Development Corporation, as seller (“Agency”), and Block 68 South Investment LLC, as purchaser (“Developer”), with respect to certain real property and improvements thereon located in Ada County, as described more particularly in the Amended DDA (the “Property”)

Dear Scott:

TitleOne Corporation (“you” or “TitleOne”) has been designated to act as Escrow Agent in connection with Developer’s acquisition of the Property from Agency. All capitalized terms not defined herein shall have the respective meanings set forth in the Amended DDA. This closing instruction letter sets forth the joint closing instructions from the Agency and Developer concerning your handling of said closing, which is scheduled to occur on _____.

A. Closing Documents:

Agency and Developer have delivered to you, or will deliver to you in escrow, the closing documents described on Exhibit A, attached hereto and made a part hereof (the “Acquisition Documents”), to be held in escrow pending satisfaction of the conditions precedent described in Paragraph B.

In addition to the Acquisition Documents, Agency and Developer will be executing a settlement statement (the “Settlement Statement”) setting forth the adjustments to the Purchase Price, as agreed to by Agency and Developer. The Settlement Statement may be executed in counterparts and e-mailed at closing. Either Agency or Developer may request a separate Settlement Statement for each party.

B. Conditions Precedent.

(i) Agency and Developer Conditions. The following conditions must be satisfied before you may release the recordable Closing Documents from escrow and record and file them in accordance with Section C:

(1) You have confirmed that the Acquisition Documents and the Settlement Statement(s) are in the form that have been approved by the undersigned, as applicable, and you have confirmed that each has been fully signed and notarized, as applicable, and, where

necessary: (a) you have dated the Acquisition Documents as of the Closing Date and (b) you have assembled counterpart signature pages and appended all exhibits to the Acquisition Documents, each of which shall have been approved by the undersigned;

(2) You have received from Developer the amount of the Purchase Price, if any, subject to those adjustments and prorations set forth on the Settlement Statement(s);

(3) Either (a) the conditions set forth in the closing instruction letter from Developer's counsel, or any lender of Developer (the "Lender"), if any, have been satisfied or (b) you have otherwise received authorization from Developer or Developer's counsel, or Lender or Lender's counsel, to proceed with the Closing;

(4) You have received the written authorization of each of the undersigned (which may be provided by e-mail) to proceed with the Closing and all other pre-closing conditions under the Amended DDA have been satisfied;

(5) You have executed this closing instruction letter and returned a signed copy of to each of the undersigned, thereby confirming your agreement to comply with these instructions;

(6) You are unconditionally prepared to issue the Title Policy in the name of Developer in the form of the title commitment dated _____, delivered to and approved by Developer's counsel, and with all endorsements previously approved by Developer and Lender, if any, and any updates as permitted pursuant to the Amended DDA;

(7) You have all internal documents necessary for you to perform your obligations under the Amended DDA, any instructions of the Lender to close the acquisition and related financing, and these instructions; and

(8) You are prepared to deliver to the undersigned by hand delivery, Federal Express, or other nationally known overnight courier service for next business morning delivery an original of the Settlement Statement and a photocopy of each of the Acquisition Documents.

C. Recording. Following the transfer of funds, the following Acquisition Documents shall be recorded in the Official Records in the following order:

(1) Special Warranty Deed

D. Closing. You acknowledge that the Title Policy shall be deemed to have been issued and shall be effective and in full force and effect as of the date of recordation of the Special Warranty Deed.

E. Inability to Satisfy Conditions. If for any reason you are unable to follow the above instructions on or before 5:00 p.m. mountain time on _____, TitleOne (i) may not release any of the Acquisition Documents or the Settlement Statement(s) executed by Agency or Developer, (ii) shall not take any further actions under these instructions, and (iii) shall

immediately notify each of the undersigned and await further instructions from each the undersigned.

G. Post-Closing. Within seven (7) days after the Closing, TitleOne shall forward to each of the each undersigned a file-stamped copy of the Closing Documents evidencing recordation and filing of the same in the Official Records and provided hereinabove. TitleOne shall forward the (i) original Special Warranty Deed and Title Policy to Developer, with copies to Agency; and (ii) the original _____ to Agency with copies to Developer. All deliveries shall be to those addresses indicated by each of the undersigned.

H. Acceptance of Escrow. The signature of TitleOne set forth below will confirm its agreement to comply with these instructions.

This closing instruction letter may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. E-mail signatures or electronic services, such as DocuSign, shall be deemed originals for purposes of determining the enforceability of this closing instruction letter.

Please acknowledge your receipt of this letter and your acceptance of the obligations set forth herein by executing this letter in the place provided below, and returning a copy to each of the undersigned by e-mail or acceptable electronic service.

Sincerely,

Meghan S. Conrad
Counsel for Agency
msc@elamburke.com

Anne C. Kunkel,
Counsel for Developer
anne@varinthomas.com

ACKNOWLEDGED, ACCEPTED AND AGREED:

TitleOne Corporation

By: _____

Name: _____

Title: _____

Dated: _____, 2023

EXHIBIT A
Acquisition Documents

1. One (1) Amended and Restated Disposition and Development Agreement, executed by Agency and Developer
2. One (1) original Special Warranty Deed with respect to the Property, executed and acknowledged by Agency and Developer
3. One (1) original Reconveyance Deed with respect to the Property, executed and acknowledged by Agency and Developer
4. One (1) set of Developer's construction loan documents, including the Deed of Trust, executed and acknowledged, as applicable, by Developer

[To be updated prior to Closing]

Attachment 12 Form of Type 4 Capital Improvement and General Assistance
Reimbursement Agreement



TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

THIS TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho (“CCDC”), and Block 68 South Development LLC, an Idaho limited liability company (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and each individually as a “Party.”

RECITALS

A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the “Act”).

B. The CCDC Board of Commissioners has adopted the Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area. The Participation Program Policy includes the Type 4 Capital Improvement Program (the “Participation Program”) under which CCDC uses agency funds to initiate capital improvement projects which may be coordinated through a joint effort with private entities or other public agencies.

C. In accordance with the Disposition and Development Agreement for the Block 68 Mixed-Use Housing and Mobility Hub Project signed by the Parties, effective December 15, 2022, as amended from time to time (collectively with such amendments, the “DDA”), Participant will own or control certain real property identified as Ada County Parcels No. R1013004556 and R1013004553 (the “Project Site”), which is more accurately described and depicted on attached **Exhibit A**. Participant plans to construct on the Project Site an approximately 15-story high-rise building that will include active ground floor space, residential amenities, commercial space, public/private vehicular and bicycle parking and mobility structure, and approximately eight floors including 185 units intended for independent senior living, and associated public improvements (collectively, the “Project”), depicted on attached **Exhibit B**.

D. The Project is located in the Westside Urban Renewal District (the “Westside District”) as defined and established by the Urban Renewal Plan for the Westside Downtown Urban Renewal Project (the “Westside Plan”). The Westside District and Westside Plan were amended by the First Amendment to the Urban Renewal Plan, Westside Downtown, Urban Renewal Project (the Westside Plan and the Westside District, as amended, are referred to as the “Westside Plan” and the “Westside District”). The Westside Plan will receive its final year of revenue allocation proceeds on or before September 30, 2026. The Project will be completed within this timeframe and will contribute to enhancing and revitalizing the Westside District.

E. In 2020, CCDC began developing plans to improve public infrastructure including canal and stormwater system upgrades, pavement rehabilitation, raised bike lanes, and enhanced streetscapes through its Capital Improvement Project known as “Rebuild 11th Street Blocks.” The improvements included in Rebuild 11th Street Blocks adjacent to the Project Site are more accurately depicted on attached **Exhibit C**.

F. On May 9, 2022, CCDC entered into an interagency agreement with Ada County Highway District (“ACHD”) to complete pavement rehabilitation, stormwater improvements and canal infrastructure upgrades on 11th Street between River Street and State Street as part of CCDC’s Rebuild 11th Street Blocks.

G. CCDC obtained Right-of-Way Permit #COM21-0241 and associated traffic control plan approvals necessary to construct Rebuild 11th Street Blocks with completion currently anticipated by February 5, 2024.

H. Both parties recognize the mutual benefits of coordinating construction of the Project and Rebuild 11th Street Blocks which include reducing costs, eliminating redundant scope, minimizing disruptions to the general public with synchronized construction schedules, and delivering improvements that physically align with and service the respective projects.

I. After deeming it appropriate and in the best interest of the public to assist in the development of the Project to achieve the objective set forth in the Plan, CCDC has negotiated the terms and conditions of participation in the Project and coordination of Rebuild 11th Street Blocks as governed by the Participation Program and the Act.

NOW, THEREFORE, in consideration of the above recitals which are not mere recitations but are covenants of the Parties that are binding upon them and form a portion of the consideration for the agreements contained herein, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Effective Date; Term. The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). The Agreement Term shall commence on the Effective Date and continue until: 1.) all obligations of each Party are complete; 2.) the DDA is terminated prior to completion; or 3.) September 30, 2026, whichever comes first.

2. Construction of the Project. Participant’s contract with its General Contractor as defined in the DDA will be provided to CCDC prior to Closing pursuant to DDA Section 7.3.. Participant agrees to construct the Project consistent with the following:

- a. The Project shall be constructed in accordance with the overall City of Boise (“City”) infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. Participant shall improve streetscapes on State Street and 10th Street, upgrade the alley adjacent to the Project, and underground or upgrade utilities, all as more accurately depicted on attached **Exhibit B** and **Exhibit D** (the “Public Improvements”). Further, Participant agrees to construct a portion of the Rebuild 11th Street Blocks scope of work more accurately depicted on attached **Exhibit E** (the “Coordinated CIP Improvements”) in accordance with approved plans and specifications and any conditions stated in the DDA including the Schematic Design Documentation approved by CCDC as set forth in the DDA.
- c. The Project’s façade and fenestration, finished floor elevations, egress, utility equipment,

and utility boxes shall match location, materials, horizontal and vertical alignments, types, and sizes of connections with the Rebuild 11th Street Blocks (**Exhibit C**) to ensure that applicable jurisdiction requirements, utility provider requirements, universal accessibility standards, and Coordinated CIP Improvement plan requirements are met.

d. RESERVED

- e. The Parties agree that the Project and its associated Public Improvements and Coordinated CIP Improvements are depicted on **Exhibits B, D, and E**, with cost estimates for eligible Public Improvements and Coordinated CIP Improvements (the “Eligible Expenses”) described in the Schedule of Estimated Eligible Expenses in **Exhibit F**. Any other public improvements constructed by the Participant as part of the improvements to the Project Site are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC’s reimbursement obligation is limited to the amount set forth in Section 9 of this Agreement. The Parties agree to update **Exhibits B, D, and E** in the event of any changes required by any applicable approving authority for issuance of any building permits.
- f. To coordinate undergrounding or improvement of utilities in or adjacent to the 11th Street right-of-way between Jefferson and State Streets such that the construction of the Project and Public Improvements will not damage the constructed portion of the Rebuild 11th Street Blocks, the Parties worked in collaboration with Idaho Power Company and low voltage providers to underground and upgrade facilities during CCDC’s construction of Rebuild 11th Street Blocks. Such activities included:
 - i. CCDC engaged Idaho Power Company to underground power infrastructure in 11th Street and make the associated necessary improvements. The total cost for this work was \$637,164.00 and will not be considered part of the Participant’s Actual Eligible Expenses.
 - ii. CCDC engaged low voltage providers CenturyLink/Lumen, Cable One/Sparklight, and Syringa to underground or install new fiber facilities adjacent to the Project Site. The total cost for this work was \$80,193.81 and will be considered part of the Participant’s Actual Eligible Expenses to be included in CCDC’s calculation of Participant’s reimbursement either under this Agreement or the Type 4 Agreement for the Block 69 North Workforce Housing Project.
 - iii. Participant engaged Clapier Construction to underground Zayo fiber facilities via its proposal dated September 27, 2023. The total estimated cost for this work was \$14,502.50 and is considered an Eligible Expense for which Participant may seek reimbursement pursuant to this Agreement.
- ii.
- g. Participant will take care to avoid damage to any completed improvements as part of Rebuild 11th Street Blocks or those described in Section 2.f., above. Participant shall repair any damage incurred at its sole expense without reimbursement from CCDC.
- h. Participant shall take all commercially reasonable efforts to provide cyclist and pedestrian access on and along 11th Street adjacent to the Project during construction of the Project, including protective measures such as a construction tunnel or protected routing around Participant’s active construction and clear signage for all cyclist and pedestrian traffic. Participant will provide CCDC with a memorandum or agreement approved by the

authorities having jurisdiction outlining planned transitions, facilities, detours, coordination of construction staging and truck/vehicle access (the "Traffic Management Plan") no later than fifteen (15) days prior to Closing as defined in the DDA.

3. Construction of Rebuild 11th Street Blocks. CCDC agrees to construct the scope of Rebuild 11th Street Blocks not included in the Coordinated CIP Improvements consistent with the following:

- a. Rebuild 11th Street Blocks shall be constructed in accordance with the overall City infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. Rebuild 11th Street Blocks shall be constructed as depicted in **Exhibit C** and incorporating public utility improvements pursuant to Section 2.f., above..

4. Coordination of the Project and Rebuild 11th Street Blocks. CCDC and Participant agree to continually coordinate design, permitting, and construction matters and in good faith make best efforts to perform in accordance with the Schedule of Performance (attached as **Exhibit G**) until such time as all Rebuild 11th Street Blocks improvements adjacent to the Project are complete.

- a. Participant agrees to distribute this Agreement to its contractors and vendors to ensure all parties are aware of the terms, obligations, and good faith efforts of this Agreement.
- b. Participant will include the Coordinated CIP Improvements in the Project entitlement and permitting submissions to City of Boise and ACHD. These submissions shall include any minor modifications to the design of the Coordinated CIP Improvements as depicted in **Exhibit E** necessary to integrate the Project with Rebuild 11th Street Blocks.
- c. RESERVED
- d. Participant shall provide the Project's approved right-of-way permit set incorporating the Coordinated CIP Improvements pursuant to Section 4.b., above, to CCDC. Participant's construction contract(s) to be submitted to CCDC pursuant to DDA Section 7.3.1. shall also include construction of the Coordinated CIP Improvements.
- e. Participant will assume the responsibility to construct the Coordinated CIP Improvements when it obtains its construction permits from ACHD.
- f. In the case of unforeseen field conditions not addressed in the Project's permitted Coordinated CIP Improvement drawings, Participant will notify CCDC of all design changes and construction field adjustments that impact or are related to the function, layout, or design of Rebuild 11th Street Blocks (**Exhibit C**). Participant will route copies of Request for Information (RFI), Architectural Supplemental Information (ASI), Work Directives, and Change Order Requests (COR) related to scope within or affecting the public rights-of-way and any drawings related to change orders requiring permit modification to **CCDC Project Manager for Capital Improvements Amy Fimbel**, (208) 319-1218 and afimbel@ccdcboise.com, for cursory review and approval before submitting to the permitting authority. CCDC will have two (2) business days to review a complete submission of design changes and field adjustments, which approval will not be unreasonably conditioned, withheld or delayed. Unless otherwise agreed to by Parties, CCDC approval evidences CCDC's intent to be responsible for the expenses associated with change orders. If there is no approval in writing, CCDC disapproves of the changes and/or adjustments, or Participant fails to notify CCDC of changes or adjustments,

Participant may become responsible for expenses associated with change orders. If CCDC notifies Participant in writing that it disapproves of the changes or adjustments or is deemed to have disapproved the changes or adjustments as provided herein, Participant and CCDC will meet to resolve the issue in good faith.

- g. The Schedule of Performance attached as **Exhibit G** may be adjusted as mutually agreed upon. Major schedule adjustments that impact either Party's ability to meet its obligations to the other Party will be handled with an amendment to this Agreement.
- i.

5. Initial Construction Funding. Participant shall pay for all of the costs of construction for the Project, Public Improvements, and Coordinated CIP Improvements. CCDC acknowledges that the Schedule of Eligible Expenses attached as **Exhibit F** is an estimate by Participant and that actual costs for the Project, as well as each line item of cost, may be more or less than is shown.

6. Review of Construction Bids. Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's bids for the Public Improvements and the Coordinated CIP Improvements. Participant will utilize commercially reasonable contracting and bidding practices to ensure that the Public Improvements and the Coordinated CIP Improvements are undertaken in a reasonable manner. For purposes of this Section 6, Participant shall be presumed to have utilized commercially reasonable contracting and bidding practices if its general contractor solicits or solicited competitive bids for the Public Improvements and the Coordinated CIP Improvements and such work is not performed by an affiliate or subsidiary of Participant. Upon request, Participant shall provide CCDC copies of any bids received.

7. Notification of Completion; Inspection. Upon completion of construction of the Project and the improvements being open to the public, Participant shall notify CCDC in writing and request a final construction inspection with CCDC to determine if the Public Improvements and Coordinated CIP Improvements meet the requirements of this Agreement. At CCDC's sole discretion, CCDC may require proof of completion before providing written confirmation of compliance. Within fifteen (15) days of the final construction inspection or upon receipt of a complete submittal of requested proof of completion, whichever is later, CCDC shall provide Participant with written confirmation that the Public Improvements and Coordinated CIP Improvements have been completed in compliance with this Agreement, or in the event CCDC finds the Public Improvements or Coordinated CIP Improvements have not been completed in compliance with this Agreement, CCDC shall provide an itemized list of the identified matters to Participant within such time frame to provide Participant the opportunity to cure such deficiencies and resubmit for CCDC's approval as required by this Section or to provide notice to CCDC why Participant believes CCDC's determination was in error and providing any evidence to support any such contentions Participant wants CCDC to consider.

8. Determining Actual Payment after Completion of Construction. Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Public Improvements and the Coordinated CIP Improvements is complete and shall include:

- a. Updated Schedule of Eligible Expenses that includes line items for the Public Improvements and Coordinated CIP Improvements with actual costs so they are identifiable and separate from other line items ("Schedule of Values").
- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete pavers, benches, historic street lights).

Invoices shall specify quantities and unit costs of installed materials and percentage estimate of how much installed material was used for the Public Improvements and the Coordinated CIP Improvements in comparison to the amount used for the remainder of improvements to the Project Site.

- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit F** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A signed and notarized letter by Participant attesting that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations, and that all requested reimbursement expenses are for eligible public improvements within the public rights-of-way.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. Recorded easements for any public improvement work done outside of the public rights-of-way, if needed.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for Eligible Expenses are commercially reasonable and consistent with the cost estimates provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, CCDC's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) calendar days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the Actual Eligible Expenses to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Expenses following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **Exhibit F**. IN NO EVENT SHALL THE TOTAL FOR THE ACTUAL ELIGIBLE COSTS EXCEED THE AMOUNT ALLOWED BY SECTION 9.

If Participant disagrees with CCDC's calculation of the Actual Eligible Expenses, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Expenses or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Expenses will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE EXPENSES IS WITHIN ITS SOLE DISCRETION.

9. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, and subject to the conditions set forth in Section 10, CCDC agrees to reimburse Participant Actual Eligible Expenses not to exceed Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000). Actual Eligible Expenses do not include soft costs (e.g., architectural and engineering design, permits, traffic control, and mobilization). The payment for this Type 4 Agreement will be made as a one-time reimbursement.

10. Conditions Precedent to CCDC's Payment Obligation. CCDC agrees to reimburse

Participant in the amount as determined in compliance with Sections 8 and 9 no later than thirty (30) days after completion of all of the following:

- a. CCDC has issued the Certificate of Completion pursuant to the terms of the DDA.
- b. CCDC has accepted the Cost Documentation as described in Section 8 in a format acceptable to CCDC and CCDC has determined the Actual Eligible Expenses to be reimbursed.
- c. CCDC provides written confirmation to the Participant that the Public Improvements and Coordinated CIP Improvements have been constructed in compliance with this Agreement.

11. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the Urban Renewal District Area or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

12. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days (or such longer period as agreed to by the Parties in writing in the event the default cannot be cured in 20 days and the defaulting Party is diligently pursuing the same to completion; provided, however, the reasonable period to cure the default from the date of the written notice of default shall not exceed a total of sixty (60) days, unless further agreed to by the Parties in writing), or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement; unless such Party, prior to expiration of said 30-day period (or such longer period as agreed to by Parties in writing) (ten-days in the event of failure to pay money), has rectified the particulars specified in said notice of default. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.
- e. In the event Participant defaults under this Agreement, CCDC (the non-defaulting Party)

shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment may be deemed extinguished in its sole discretion. In addition, if CCDC funds shall have been paid pursuant to this Agreement, Participant shall reimburse CCDC for any such funds Participant received.

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

14. No Joint Venture or Partnership. CCDC and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and Participant a joint venture or partners.

15. Successors and Assignment. This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of CCDC, at CCDC's sole discretion which cannot be reasonably denied.

16. Notices and Receipt. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below, and with a courtesy copy by email:

If to Participant: Block 68 South Development LLC
Attn: J. Dean Papé
401 West Idaho Street
Boise, Idaho 83702
(208) 830-7071
dean@dechase.com

Block 68 South Development LLC
Attn: Jill Sherman
151 SW First Avenue, Suite 300
Portland, Oregon 97204
(503) 956-7210 (mobile)
jill.sherman@edlenandco.com

With a copy to: Anne C. Kunkel
Varin Thomas LLC
anne@varinthomas.com

If to CCDC: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
(208) 384-4264
jbrunelle@ccdcb Boise.com

With a copy to: Mary Watson, General Counsel
mwatson@ccdcb Boise.com

The persons and addresses to which notices are to be given may be changed at any time by any

Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following:

- a. Date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- b. Date of actual receipt of the notice or other document by the person or entity specified above; or
- c. In the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (1) date of the attempted delivery or refusal to accept delivery,
 - (2) date of the postmark on the return receipt, or
 - (3) date of receipt of notice of refusal or notice of non-delivery by the sending Party.

17. Applicable Law; Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

18. Inspection of Books and Records. CCDC has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Coordinated CIP Improvements. No inspection by CCDC shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to CCDC by Participant. Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of CCDC, the Parties acknowledge that the Participant's documents, records, plans, and information in any form related to the Coordinated CIP Improvements shall be confidential unless and until such documents are provided to CCDC, and then CCDC shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

19. Indemnification. Participant shall indemnify, defend, and hold harmless CCDC and its officers, agents, and employees from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Public Improvements, Coordinated CIP Improvements, and any additional Rebuild 11th Street Blocks scope, or otherwise arising out of Participant's actions or inactions.

In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.

20. Insurance Requirements. Participant shall, or through its contractor, agents, representatives, employees or subcontractors, at its sole cost, obtain and maintain in force for the duration of the construction, insurance of the following types, with limits not less than those set forth below and in a form reasonably acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees, or subcontractors:

- a. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and death and \$2,000,000 property damage; with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$5,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC and City as additional insureds.
- b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
- c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.
- d. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Participant hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Coordinated CIP Improvements.
- e. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.
- f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by CCDC. The fact that Participant has obtained the insurance required in this Section shall in no manner lessen or affect Participant's other obligations or liabilities set forth in this Agreement.

21. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant and its agents will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin or ancestry, marital status, age, or handicap.

22. Anti-Boycott Against Israel Certification. In accordance with Idaho Code Section 67-2346, Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

23. Maintenance. Participant acknowledges and agrees CCDC has no obligations to maintain the Public Improvements or any improvements constructed by Participant and that no agreement has been reached with CCDC to accept any maintenance obligations for such improvements.

24. Promotion of Project. Participant agrees CCDC may promote the Project and CCDC's involvement with the Project. Such promotion includes reasonable signage at the Project Site notifying the public of CCDC's involvement with the Project in the type and location designated by Participant, in its reasonable discretion.

25. Time is of the Essence. CCDC and Participant acknowledge and agree that time is of the essence in the performance of this Agreement and that timely completion is vital to the Project. The Parties agree to use their best efforts to expedite performance of all applicable services and obligations under this Agreement.

26. Severability. The determination by any court that any one or more provisions of this Agreement is unlawful, void, or unenforceable shall not affect the validity of any other provisions hereof, but this Agreement shall be construed and enforced as if such unlawful, void, or unenforceable provision had not been contained herein.

27. Warranty. Participant warrants that the materials and workmanship employed in the construction of the Public Improvements and Coordinated CIP Improvements, if applicable, shall be new and of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of two (2) years after Completion.

28. Dispute Resolution. In the event that a dispute arises between CCDC and Participant regarding the application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within forty-five (45) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within forty-five (45) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

29. Amendments to this Agreement. CCDC and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of CCDC and Participant.

30. Forced Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes;

lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of CCDC shall not excuse performance by CCDC); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause, if notice is delivered by the Party claiming such extension no later than forty-five (45) days after the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than forty- five (45) days after the commencement of the cause, the period shall commence to run only forty- five (45) days prior to the giving of such notice.

31. Certification Regarding Government of China. In accordance with Idaho Code Section 67-2359, Participant, by entering into this Agreement, hereby certifies that it is not currently owned or operated by the government of China and will not, for the duration of the Agreement, be owned or operated by the government of China.

32. Entire Agreement. This Agreement, including the following listed Exhibits, inclusive and incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

Exhibit A	Project Site Depiction
Exhibit B	Project Depiction
Exhibit C	Rebuild 11th Street Blocks Plans
Exhibit D	Public Improvement Plan
Exhibit E	Coordinated CIP Improvements
Exhibit F	Schedule of Eligible Expenses
Exhibit G	Schedule of Performance

End of Agreement | *Signatures appear on the following page.*

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective as first indicated above.

FOR CCDC:

By: _____
John Brunelle, Executive Director

Date: _____

Approved as to form:

Mary Watson, General Counsel

Date: _____

FOR PARTICIPANT:

BLOCK 68 SOUTH DEVELOPMENT LLC,
an Idaho limited liability company

By: _____
J. Dean Papé, Manager

Date: _____

By: _____
Jill Sherman, Manager

Date: _____

Approved as to form:

Anne C. Kunkel

Date: _____

Exhibits

- A: Project Site Depiction
- B: Project Depiction
- C: Rebuild 11th Street Blocks Plans
- D: Public Improvement Plan
- E: Coordinated CIP Improvements
- F: Schedule of Eligible Expenses
- G: Schedule of Performance

CCDC Budget Info / For Office Use	
Account	303
Activity Code	22034
PO #	
Contract Term	

Exhibit A: Project Site Depiction

[To be inserted upon finalization]

Exhibit B: Project Depiction

[To be inserted upon finalization]

Exhibit C: Rebuild 11th Street Blocks Plans

[To be inserted upon finalization]

Exhibit D: Public Improvement Plan

[To be inserted upon finalization]

Exhibit E: Coordinated CIP Improvements

[To be inserted upon finalization]

Exhibit F: Schedule of Eligible Expenses

[To be inserted upon finalization]

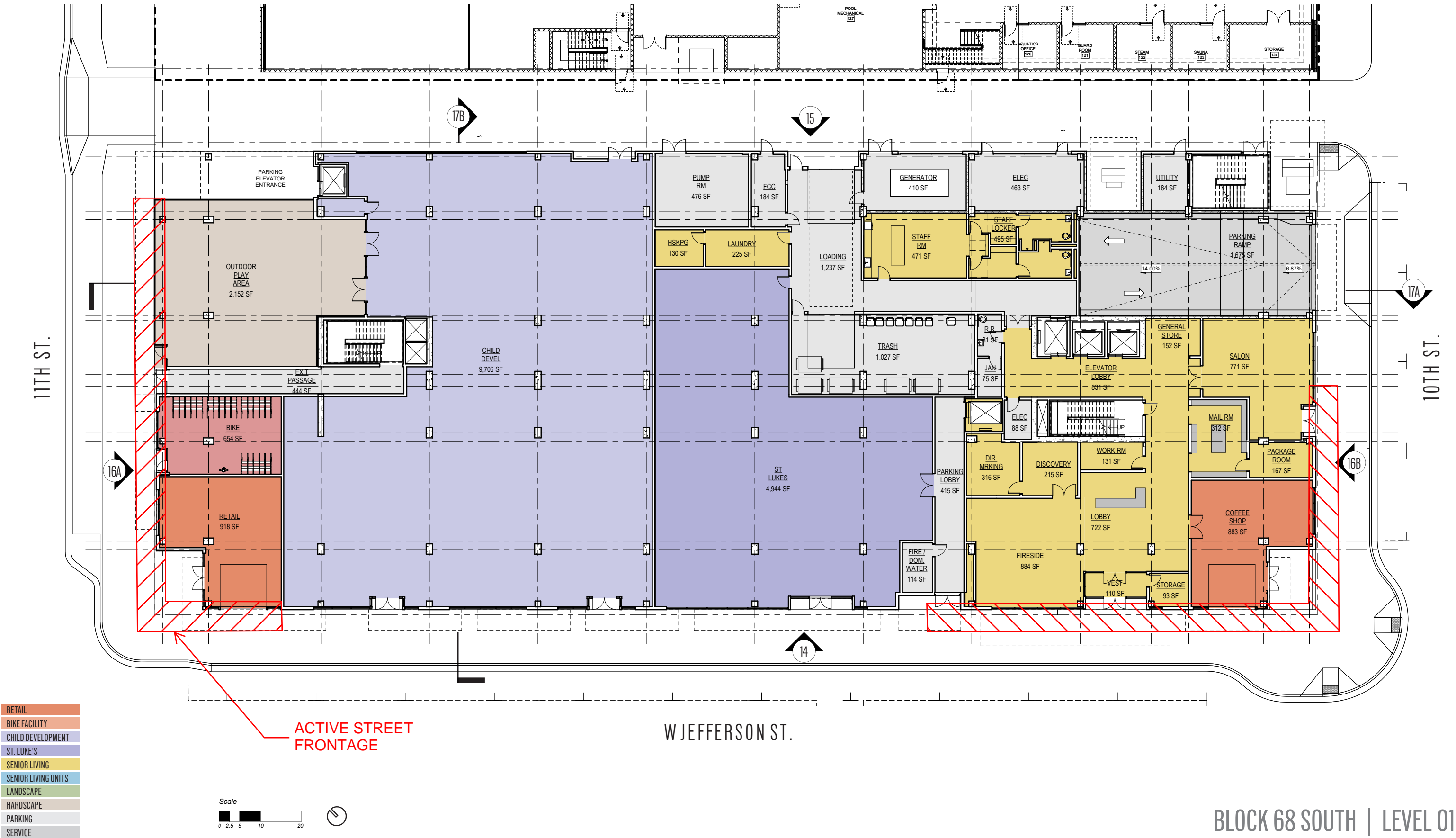
Exhibit G: Schedule of Performance

[To be inserted upon finalization]

4866-2223-7844, v. 2

Attachment 13

Active Ground Floor Street Frontages



Attachment 14 Form of Reconveyance Deed

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

RECONVEYANCE DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, _____, whose address is _____ (the "Grantor"), does hereby grant, bargain, sell and convey unto the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body corporate and politic, organized under the laws of the state of Idaho, whose address is 121 N. 9th Street, Suite 501, Boise, Idaho 83702 ("Grantee"), all of Grantor's right, title and interest in the following described property located in Ada County, Idaho (the "Property"), more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, with their appurtenances unto the Grantee, and their successors and assigns forever.

Together with all and singular the improvements, hereditaments, and appurtenances thereon and thereunto belonging or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all of the estate, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above-described Property with said improvements, hereditaments and appurtenances.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

IN WITNESS WHEREOF, this Special Warranty Deed has been duly executed by Grantor or any person claiming under Grantor is made effective as of this ____ day of _____, 20__.

Grantor:

By: _____
Name: _____
Its: _____

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of _____, a _____, and the _____ who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and that such corporation 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 in this certificate first above written.

Notary Public for Idaho
My commission expires: _____

Acceptance of Reconveyance Deed:

Grantee:

THE URBAN RENEWAL AGENCY OF BOISE CITY,
IDAHO, also known as CAPITAL CITY
DEVELOPMENT CORPORATION, an independent
public body, corporate and politic, organized
under the laws of the state of Idaho

By: _____
John Brunelle, Executive Director

Date: _____

STATE OF IDAHO)
)ss.
County of Ada)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared John Brunelle known or identified to me to be the Executive Director of The Urban Renewal Agency of the Boise City, Idaho, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized under the laws of the state of Idaho, that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

Notary Public for Idaho
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

4889-8133-6980, v. 1



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AGENDA BILL

Agenda Subject: CONSIDER Resolution 1853: 421 N. 10 th St. Second Amended and Restated Real Property Exchange Agreement with The Young Men's Christian Association of Boise City, Idaho		Date: December 11, 2023
Staff Contact: Alexandra Monjar, Senior Project Manager	Attachments: 1) Resolution 1853 2) Second Amended and Restated Real Property Exchange Agreement	
Action: Adopt Resolution 1853 authorizing the Executive Director to execute the Second Amended and Restated Real Property Exchange Agreement with The Young Men's Christian Association of Boise City, Idaho		

Background:

In May 2021, Capital City Development Corp. ("CCDC" or "Agency") published the Block 68 Catalytic Redevelopment Project Request for Proposals ("RFP") for the redevelopment of two CCDC-owned properties at 421 N. 10th St. and 1010 W. Jefferson St. The RFP prioritized housing, mobility infrastructure enhancements, and economic growth in the Westside District. In December 2021, the CCDC Board of Commissioners ("Board") selected a joint proposal from Edlen & Co., deChase Miksis (together, the "Developer"), and The Young Men's Christian Association of Boise City, Idaho (the "YMCA"). The proposal included two projects with CCDC participation: the Mixed-Use Housing and Mobility Hub Project on 1010 W. Jefferson St. ("Block 68 South"), and the Workforce Housing Project proposed on property owned by the YMCA on the northern half block bounded by 10th/11th and Jefferson/State streets ("Block 69 North"). CCDC and Developer executed Disposition and Development Agreements ("DDAs") for each project on December 15, 2022, and October 10, 2022, respectively. Subject to the Memorandum of Understanding executed by CCDC and Developer on August 30, 2023, amended and restated DDAs will be considered by the Board at its meeting on December 11, 2023.

To facilitate the Block 69 North project, and as contemplated in the joint proposal, CCDC and the YMCA executed a property exchange agreement on July 11, 2022, replaced by the Amended and Restated Real Property Exchange Agreement ("Agreement") on October 10, 2022. This Agreement stipulates that CCDC will exchange its 421 N. 10th St. property plus \$3.6 million for the YMCA's 1111 W. State St. property¹ on or before December 15, 2023.

During due diligence², chloroform exceeding US Environmental Protection Agency standards was discovered in soil vapor beneath the building on the 421 N. 10th St. property, (the "Environmental Condition"). Chloroform is produced when chlorine, a liquid, vaporizes into a gas. Chloroform is

¹ Consolidation of the previously three parcels (1177 W. State St., 1111 W. State St., and 419 N. 11th St.) was required by the Amended and Restated Real Property Exchange Agreement and has been performed by the YMCA.

² Due diligence is coordinated pursuant to the Access Agreement between CCDC and Developer executed on June 6, 2022, as amended to include the YMCA, and the Partial Assignment and Assumption Agreement between CCDC and Developer executed on October 11, 2022.

common in our everyday urban environment as chlorine is used to treat municipal water for drinking and swimming pools, for example.

The Idaho Department of Environmental Quality (“IDEQ”) indicated that the Environmental Condition is a routine issue with urban redevelopment, and CCDC does not expect it will impact redevelopment potential or prevent the transaction of the land exchange. To provide certainty and ensure any environmental remediation that may be required is properly performed, CCDC proactively enrolled this site in IDEQ’s Voluntary Cleanup Program and executed a Voluntary Remediation Agreement (“VRA”) with IDEQ on September 25, 2023. Pursuant to the VRA, CCDC is removing the improvements on 421 N. 10th St. so that additional assessment can be performed. Such assessment will provide evidence for whether the source of the Environmental Condition is on- or off-site and allow IDEQ to determine whether remediation is required. IDEQ will provide assessment and oversight throughout the process and assurance of compliance with federal regulations.

Second Amended and Restated Real Property Exchange Agreement:

Considering the above changed circumstances and the mutual desire of CCDC, the YMCA, and Developer to realize the property exchange and develop Block 69 North, CCDC and the YMCA have negotiated the Second Amended and Restated Real Property Exchange Agreement that:

1. Closes the due diligence period and limits termination.
2. Extends the outside closing date to August 15, 2024 (aligned with closing under the Block 69 North Amended and Restated DDA, pending Board approval).
3. Establishes terms and conditions for addressing the Environmental Condition, including remediation requirements, payment for remediation costs and timing for conveyance.
4. Requires both parties to deliver their exchange property free of any structures or improvements such that the exchange continues to be of equal value.

Fiscal Notes:

CCDC will contribute \$3,605,000 in cash and real property addressed at 421 N. 10th Street for the YMCA Exchange Property valued at \$6,730,000. The Agency has sufficient funds to perform this transaction.

CCDC has budgeted \$250,000 to implement the VRA. CCDC also anticipates legal and closing costs which the Agency has budgeted sufficient funds to cover.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1853.

Suggested Motion:

Adopt Resolution 1853 authorizing the Executive Director to execute the Second Amended and Restated Real Property Exchange Agreement with The Young Men’s Christian Association of Boise City, Idaho.

RESOLUTION NO. 1853

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE SECOND AMENDED AND RESTATED REAL PROPERTY EXCHANGE AGREEMENT WITH THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO, CONCERNING THE DISPOSITION OF REAL PROPERTY PURSUANT TO IDAHO CODE § 50-2011 AND THAT CERTAIN JOINT PROPOSAL FOR THE DISPOSITION OF 421 N. 10TH STREET; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE APPROPRIATION OF FUNDS PURSUANT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the City Council of the City of Boise City, Idaho ("City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the "Westside Plan"), and following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings for the jurisdictional area of the Westside Plan Revenue Allocation Area; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the "First Amendment"), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the "Project Area;" and,

WHEREAS, in order to achieve the objectives of the Westside Plan, Agency is authorized to acquire real property for the revitalization of areas within the Project Area's boundaries; and,

WHEREAS, Agency owns certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the "Agency Parcels"); and,

WHEREAS, in accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals ("RFP") on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance with the Plan through redevelopment of the Agency Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity; and,

WHEREAS, following the publication of the RFP in the Idaho Statesman newspaper, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and The Young Men's Christian Association of Boise City, Idaho, an Idaho non-profit corporation (the "YMCA") first (the "Joint Proposal"); and,

WHEREAS, at a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal; and,

WHEREAS, the Joint Proposal contemplated development beyond the Agency Parcels on Block 68 and seeks to develop certain real property addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which combined include approximately 0.831 acres and which parcels are currently owned by the YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as "Block 69 North" (the "YMCA Parcels"); and,

WHEREAS, the Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to the YMCA for all or a portion of the YMCA Parcels to further support the development of the workforce housing development project on Block 69 North (the "Workforce Housing Project") as more fully described in the Block 69 North DDA (defined below); and,

WHEREAS, thereafter, a separate entity was formed to undertake the development contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company (now known as Block 68 North Development LLC). The Agency and Block 68 Development LLC entered into the Agreement to Negotiate Exclusively (the "ANE") that outlined the process for disposing of the Agency Parcels, including the proposed land exchange; and,

WHEREAS, to determine the value of the parcels contemplated for the exchange, the YMCA Parcels and the Agency parcel located at 421 N. 10th Street, the parcels were appraised by Langston & Associates, Inc; and,

WHEREAS, the Agency Board and YMCA Board determined that their best interests were served by exchanging the real property for equal value as contemplated in the Joint Proposal. The Agency and the YMCA entered into the Real Property Exchange Agreement on July 11, 2022 (the "Original Exchange Agreement"), wherein the Agency agreed to exchange the Agency owned .39 acre of real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) in Ada County, Idaho (the "Agency Exchange Property"), plus One Million Three Hundred Thirty-Six Thousand and 00/100 Dollars (\$1,336,000.00) for the YMCA owned 0.551 acre of real property addressed as 1111 West State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 North 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651) in Ada County, Idaho. It was further contemplated by the parties that Block 69 North Development LLC (the "Block 69 North Developer") would acquire 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631) directly from the YMCA; and,

WHEREAS, during continued negotiations with the Block 69 North Developer regarding the disposition and development agreement by and between the Agency and the Block 69 North Developer for the disposition and development of all or a portion of the YMCA Parcels to be obtained by the Agency pursuant to the Original Exchange Agreement for the development of the Workforce Housing Project on the YMCA Parcels, and in support of development coordination

including facilitating consolidation of the YMCA Parcels into a developable lot and allocation of the due diligence and title review responsibilities, the parties determined it was in their best interests to amend the Original Exchange Agreement to include all of the YMCA Parcels in the exchange, to address lot consolidation and to assign the performance of due diligence and title review obligations set forth therein to the Developer (defined below); and,

WHEREAS, on October 10, 2022, the Agency and the YMCA entered into the Amended and Restated Land Exchange Agreement, wherein, the Agency agreed to exchange its Agency Exchange Property for the YMCA Parcels, and the YMCA agreed to exchange the YMCA Parcels for the Agency Exchange Property together with receipt of additional monetary consideration to make the exchange of equal value as more particularly described herein (together, the "Land Exchange"); and,

WHEREAS, to facilitate development of the YMCA Parcels pursuant to the Block 69 North DDA, subject to the terms and conditions set forth in the Amended and Restated Land Exchange Agreement, the YMCA authorized the Developer, at its sole cost and expense, to undertake to consolidate the YMCA Parcels into one legal lot prior to consummation of the Land Exchange, including recordation of the record of survey prior to closing (the "Lot Consolidation"). The Lot Consolidation has been completed and the consolidated YMCA Parcels are now addressed as 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004652). The "YMCA Parcels" are now referred to as the "YMCA Exchange Property;" and,

WHEREAS, the Agency's conveyance of the Agency Exchange Property pursuant to the Land Exchange and this Agreement complies with Idaho Code Section 50-2011 as the disposition of the Agency Exchange Property is made pursuant to a competitive selection process initiated by the Agency's issuance of the RFP and by the Agency's selection of the Joint Proposal, which included the disposition by exchange of the Agency Exchange Property with all or a portion of the YMCA Exchange Property, and therefore, the Land Exchange is not deemed a separate and distinct conveyance, but rather part of the disposition of 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to effectuate the development contemplated in the Joint Proposal; and,

WHEREAS, the parties agree the YMCA Exchange Property's fair market value is greater than the Agency Exchange Property, and therefore, the Agency intends to exchange the Agency Exchange Property, plus Three Million Six Hundred Five Thousand and 00/100 Dollars (\$3,605,000.00) (the "Additional Funds") so that the Land Exchange value will be equal; and,

WHEREAS, the Agency and the Block 69 North Developer, have heretofore entered into a Disposition and Development Agreement dated October 10, 2022, as approved by Agency Resolution No. 1789 (the "Block 69 North DDA"), pursuant to which the Agency agreed to convey to the Block 69 North Developer the property acquired by Agency pursuant to the Amended and Restated Land Exchange Agreement for the development of the Workforce Housing Project on Block 69 North as more fully described in the Block 69 North DDA; and,

WHEREAS, the Agency and Block 68 South Development LLC (the "Block 68 South Developer"), have heretofore entered into the Block 68 South Mixed-Use Housing & Mobility Hub Project Disposition and Development Agreement dated December 15, 2022, as approved by Agency Resolution No. 1799 (the "Block 68 South DDA"), pursuant to which the Agency agreed to convey to the Block 68 South Developer the Agency owned parcel commonly referred to as 1010 W. Jefferson Street for the development of the Block 68 South mixed-use housing & mobility hub project on Block 68 South as more fully described in the Block 68 South DDA; and,

WHEREAS, Block 68 South Developer and the Block 69 North Developer may be collectively referred to as the “Developer”; and,

WHEREAS, the Block 69 North DDA and the Block 68 South DDA may be collectively referred to as the “DDAs.” The Developer and Agency are currently negotiating amendments to the DDAs, and the DDAs, individually, as amended, may be referred to as the Block 69 North DDA, the Block 68 South DDA, or collectively as the DDAs; and,

WHEREAS, as described below certain conditions and circumstances have changed since the Amended and Restated Land Exchange Agreement was entered into on October 10, 2022, necessitating entering into the Second Amended and Restated Real Property Exchange Agreement (the “Agreement”), attached hereto as **Exhibit A**, and incorporated by reference, which repeals, replaces, and supersedes the Amended and Restated Land Exchange Agreement; and,

WHEREAS, to coordinate and facilitate access to the Agency Parcels, the Developer and Agency entered into an Access Agreement, dated June 6, 2022, to allow Developer to enter onto the Agency Parcels in furtherance of completing Due Diligence Investigations, as further defined therein, in connection with carrying out the Joint Proposal. The Access Agreement was amended by the First Amendment to Access Agreement on June 30, 2022, to add the YMCA as a party and providing Developer access to the YMCA Exchange Property to conduct Due Diligence Investigations. The Access Agreement was further amended by the Second Amendment to Access Agreement, dated September 6, 2022, to extend the termination date through closing of the Block 69 North DDA (collectively, the Access Agreement, as amended, is referred to as the “Access Agreement”). The Access Agreement is limited to access for purposes of conducting Due Diligence Investigations and does not include a process to address unsatisfactory due diligence results; and,

WHEREAS, to facilitate review of the Due Diligence Investigations and title, and as Developer is not a party to the Amended and Restated Land Exchange Agreement and the YMCA is not a party to the Block 69 North DDA, Agency, pursuant to Sections 10 and 19(e) of the Amended and Restated Land Exchange Agreement and as set forth in the Partial Assignment and Assumption Agreement between the Agency and Developer, dated October 11, 2022 (the “Partial Assignment”), the Agency assigned certain of its rights, interest and obligations under the Amended and Restated Land Exchange Agreement to Developer, in general, to conduct Due Diligence Investigations, to notify the YMCA as to whether the Due Diligence Investigations result in satisfactory conditions, to conduct title review on the YMCA Exchange Property, and to confirm closing conditions have been satisfied; and,

WHEREAS, the YMCA also retained the Developer to conduct certain of the Due Diligence Investigations on the Agency Exchange Property on behalf of the YMCA pursuant to a separate agreement between the YMCA and the Developer; and,

WHEREAS, pursuant to the Block 69 North DDA, the Block 68 South DDA, the Amended and Restated Land Exchange Agreement, and the Access Agreement, the Developer conducted certain Due Diligence Investigations on the Agency Exchange Property and the YMCA Exchange Property (collectively, all the foregoing agreements are referred to as the “Project Agreements”); and,

WHEREAS, as part of completing the Due Diligence Investigations, Developer engaged Atlas Technical Consultants, LLC to conduct certain site assessments, including soil vapor testing, and through that process, in part, determined the presence of chloroform concentrations exceeding the US Environmental Protection Agency Vapor Intrusion Screening Levels for residential and/or commercial standards , as set forth in the Atlas Phase II Limited Subsurface Assessment (Phase II LSA) Block 68 North at 1023 West State Street and 421 North 10th Street, Boise, Idaho, dated December 15, 2022. Developer contracted with Atlas for additional testing, which occurred generally between December 15, 2023, and June 21, 2023, which results are set forth in the Atlas Additional Limited Subsurface Assessment (Additional LSA) Block 68 North at 1023 West State Street and 421 North 10th Street, Boise, Idaho, dated March 23, 2023, and the Atlas Additional Limited Environmental Assessment Block 68 North 421 North 10th Street, Boise, Idaho, dated June 21, 2023. Recently, the presence of asbestos was confirmed within the building structure and the Agency is investigating assumed asbestos in the roof. Collectively, the presence of chloroform and asbestos constitutes the “Environmental Condition”; and,

WHEREAS, the Developer, Agency and YMCA entered into the Extension to Due Diligence Deadline, dated March 17, 2023, to accommodate the additional environmental assessments, which agreement was subsequently amended by the Second Extension to Due Diligence Deadline, dated April 27, 2023, and was subsequently amended by the Third Extension to Due Diligence Deadline, dated June 13, 2023, and was subsequently amended by the Fourth Extension to Due Diligence Deadline, dated August 9, 2023, extending the due diligence deadline to December 15, 2023 (collectively, the “Due Diligence Extensions”); and,

WHEREAS, no further assessment of the Environmental Condition was conducted due to the presence of the structure on the Agency Exchange Property. The parties have engaged in good faith discussions and negotiations concerning remediation of the Agency Exchange Property, conditions to finalizing the Land Exchange, and the timing of the Land Exchange; and,

WHEREAS, the Agency applied for and was accepted into the Idaho Department of Environmental Quality’s (the “IDEQ”) Voluntary Cleanup Program and the Agency and IDEQ entered into the Voluntary Remediation Agreement, dated September 25, 2023 (the “VRA”). Pursuant to the VRA, the IDEQ will provide oversight on further environmental assessment and remediation, if necessary, of the Agency Exchange Property; and,

WHEREAS, in an effort to proceed in good faith to support the Land Exchange and due to challenging conveyance and development timelines, the Agency is proceeding with demolition of the structure on the Agency Exchange Property to support additional environmental assessment pursuant to the VRA; and,

WHEREAS, in preparation for demolition of the structure on the Agency Exchange Property, the Agency engaged Terracon to prepare the Environmental Media Management Plan, dated October 5, 2023, to facilitate environmental materials management on the Agency Exchange Property during demolition or excavation activities; and,

WHEREAS, to facilitate development of the YMCA Exchange Property pursuant to the Block 69 North DDA, subject to the terms and conditions set forth in the Agreement, the YMCA authorized the Developer, at its sole cost and expense, to undertake to consolidate the YMCA Exchange Property into one legal lot prior to consummation of the Land Exchange, including recordation of the record of survey prior to closing; and,

WHEREAS, the Agency and YMCA desire to accomplish the Land Exchange, subject to the terms and conditions set forth in the Agreement. After the closing of the Land Exchange, the Agency will be the owner in fee simple of the YMCA Exchange Property, and YMCA will be the owner in fee simple of the Agency Exchange Property; and,

WHEREAS, the Agency Board finds it to be in the best public interest to approve the Second Amended and Restated Land Exchange Agreement, and to authorize the Agency Executive Director to execute same.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Agreement between the YMCA and the Agency, a copy of which is attached hereto as **EXHIBIT A** and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, including the documents necessary to appropriate and tender THREE MILLION SIX HUNDRED FIVE THOUSAND AND 00/100 DOLLARS (\$3,605,000.00), subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the December 11, 2023, Agency Board meeting.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on December 11, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

By: _____
Latonia Haney Keith, Chair

By: _____
John Stevens, Vice Chair

4876-5954-2164, v. 1

SECOND AMENDED AND RESTATED REAL PROPERTY EXCHANGE AGREEMENT

This Second Amended and Restated Real Property Exchange Agreement (this “Agreement”) is entered into by and between The Urban Renewal Agency of Boise City, also known as Capital City Development Corporation, an independent public body, corporate and politic (the “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended (the “Law”), and undertaking projects under the authority of the Law and the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended (the “Act”), and The Young Men’s Christian Association of Boise City, Idaho, an Idaho non-profit corporation (the “YMCA”), and effective as of the date this Agreement is last signed by either of the parties (the “Effective Date”). This Agreement restates in its entirety that certain Amended and Restated Real Property Exchange Agreement entered into by and between Agency and YMCA, effective October 10, 2022 (the “Amended and Restated Land Exchange Agreement”). Agency and the YMCA may each individually be referred to as a “party” or collectively as the “parties” as appropriate under the circumstances.

I. BACKGROUND

General

A. Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Law and the Act.

B. The City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the “Westside Plan”), and following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings for the jurisdictional area of the Westside Plan Revenue Allocation Area.

C. The City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the “First Amendment”), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the “Project Area.”

D. In order to achieve the objectives of the Westside Plan, Agency is authorized to acquire real property for the revitalization of areas within the Project Area's boundaries.

E. Agency owns certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the “Agency Parcels”).

F. In accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals (“RFP”) on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance with the Plan

through redevelopment of the Agency Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity.

G. Following the publication of the RFP in the Idaho Statesman newspaper, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and YMCA first (the “Joint Proposal”).

H. At a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal.

I. The Joint Proposal contemplated development beyond the Agency Parcels on Block 68, and seeks to develop certain real property addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which combined include approximately 0.831 acres and which parcels are currently owned by the YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 North” (the “YMCA Parcels”).

J. The Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to the YMCA for all or a portion of the YMCA Parcels to further support the development of the workforce housing development project on Block 69 North (the “Workforce Housing Project”) as more fully described in the Block 69 North DDA (defined below).

K. Thereafter, a separate entity was formed to undertake the development contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company (now known as Block 68 North Development LLC). The Agency and Block 68 Development LLC entered into the Agreement to Negotiate Exclusively (the “ANE”) that outlined the process for disposing of the Agency Parcels, including the proposed land exchange.

L. To determine the value of the parcels contemplated for the exchange, the YMCA Parcels and the Agency parcel located at 421 N. 10th Street, the parcels were appraised by Langston & Associates, Inc.

M. The Agency Board and YMCA Board determined that their best interests were served by exchanging the real property for equal value as contemplated in the Joint Proposal. The Agency and the YMCA entered into the Real Property Exchange Agreement on July 11, 2022 (the “Original Exchange Agreement”), wherein the Agency agreed to exchange the Agency owned .39 acre of real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) in Ada County, Idaho, and specifically described and shown on **Exhibit A**, attached hereto and incorporated by reference (the “Agency Exchange Property”), plus One Million Three Hundred Thirty-Six Thousand and 00/100 Dollars (\$1,336,000.00) for the YMCA owned 0.551 acre of real property addressed as 1111 West State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 North 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651) in Ada County, Idaho. It was further contemplated by the parties that Block 69 North Development

LLC (the “Block 69 North Developer”) would acquire 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631) directly from the YMCA.

N. During continued negotiations with the Block 69 North Developer regarding the disposition and development agreement by and between the Agency and the Block 69 North Developer for the disposition and development of all or a portion of the YMCA Parcels to be obtained by the Agency pursuant to the Original Exchange Agreement for the development of the Workforce Housing Project on the YMCA Parcels, and in support of development coordination including facilitating consolidation of the YMCA Parcels into a developable lot and allocation of the due diligence and title review responsibilities, the parties determined it was in their best interests to amend the Original Exchange Agreement to include all of the YMCA Parcels in the exchange, to address lot consolidation and to assign the performance of due diligence and title review obligations set forth therein to the Developer (defined below).

O. On October 10, 2022, the Agency and the YMCA entered into the Amended and Restated Land Exchange Agreement, wherein, the Agency agreed to exchange its Agency Exchange Property for the YMCA Parcels, specifically described in **Exhibit B** and as shown on **Exhibit A**, attached hereto and incorporated by reference and the YMCA agreed to exchange the YMCA Parcels for the Agency Exchange Property together with receipt of additional monetary consideration to make the exchange of equal value as more particularly described herein (together, the “Land Exchange”).

P. To facilitate development of the YMCA Parcels pursuant to the Block 69 North DDA, subject to the terms and conditions set forth in the Amended and Restated Land Exchange Agreement, the YMCA authorized the Developer, at its sole cost and expense, to undertake to consolidate the YMCA Parcels into one legal lot prior to consummation of the Land Exchange, including recordation of the record of survey prior to closing (the “Lot Consolidation”). The Lot Consolidation has been completed and the consolidated YMCA Parcels are now addressed as 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004652). The “YMCA Parcels” are now referred to as the “YMCA Exchange Property.”

Q. The Agency’s conveyance of the Agency Exchange Property pursuant to the Land Exchange and this Agreement complies with Idaho Code Section 50-2011 as the disposition of the Agency Exchange Property is made pursuant to a competitive selection process initiated by the Agency’s issuance of the RFP and by the Agency’s selection of the Joint Proposal, which included the disposition by exchange of the Agency Exchange Property with all or a portion of the YMCA Exchange Property, and therefore, the Land Exchange is not deemed a separate and distinct conveyance, but rather part of the disposition of 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to effectuate the development contemplated in the Joint Proposal.

R. The parties agree the YMCA Exchange Property’s fair market value is greater than the Agency Exchange Property, and therefore, the Agency intends to exchange the Agency Exchange Property, plus Three Million Six Hundred Five Thousand and 00/100 Dollars (\$3,605,000.00) (the “Additional Funds”) so that the Land Exchange value will be equal.

S. The Agency and the Block 69 North Developer, have heretofore entered into a Disposition and Development Agreement dated October 10, 2022, as approved by Agency Resolution No. 1789 (the “Block 69 North DDA”), pursuant to which the Agency agreed to convey to the Block 69 North Developer the property acquired by Agency pursuant to the Amended and Restated Land Exchange Agreement for the development of the Workforce Housing Project on Block 69 North as more fully described in the Block 69 North DDA.

T. The Agency and Block 68 South Development LLC (the “Block 68 South Developer”), have heretofore entered into the Block 68 South Mixed-Use Housing & Mobility Hub Project Disposition and Development Agreement dated December 15, 2022, as approved by Agency Resolution No. 1799 (the “Block 68 South DDA”), pursuant to which the Agency agreed to convey to the Block 68 South Developer the Agency owned parcel commonly referred to as 1010 W. Jefferson Street for the development of the Block 68 South mixed-use housing & mobility hub project on Block 68 South as more fully described in the Block 68 South DDA.

U. Block 68 South Developer and the Block 69 North Developer may be collectively referred to as the “Developer.”

V. The Block 69 North DDA and the Block 68 South DDA may be collectively referred to as the “DDAs.” The Developer and Agency are currently negotiating amendments to the DDAs, and the DDAs, individually, as amended, may be referred to as the Block 69 North DDA, the Block 68 South DDA, or collectively as the DDAs.

W. As described below certain conditions and circumstances have changed since the Amended and Restated Land Exchange Agreement was entered into on October 10, 2022, necessitating entering into this Agreement, which repeals, replaces, and supersedes the Amended and Restated Land Exchange Agreement.

General - Due Diligence

X. To coordinate and facilitate access to the Agency Parcels the Developer and Agency entered into an Access Agreement, dated June 6, 2022, to allow Developer to enter onto the Agency Parcels in furtherance of completing Due Diligence Investigations, as further defined therein, in connection with carrying out the Joint Proposal. The Access Agreement was amended by the First Amendment to Access Agreement on June 30, 2022, to add the YMCA as a party and providing Developer access to the YMCA Exchange Property to conduct Due Diligence Investigations. The Access Agreement was further amended by the Second Amendment to Access Agreement, dated September 6, 2022, to extend the termination date through closing of the Block 69 North DDA (collectively, the Access Agreement, as amended, is referred to as the “Access Agreement”). The Access Agreement is limited to access for purposes of conducting Due Diligence Investigations and does not include a process to address unsatisfactory due diligence results.

Y. To facilitate review of the Due Diligence Investigations and title, and as Developer is not a party to the Amended and Restated Land Exchange Agreement and the YMCA is not a party to the Block 69 North DDA, Agency, pursuant to Sections 10 and 19(e) of the Amended and

Restated Land Exchange Agreement and as set forth in the Partial Assignment and Assumption Agreement between the Agency and Developer, dated October 11, 2022 (the “Partial Assignment”), the Agency assigned certain of its rights, interest and obligations under the Amended and Restated Land Exchange Agreement to Developer, in general, to conduct Due Diligence Investigations, to notify the YMCA as to whether the Due Diligence Investigations result in satisfactory conditions, to conduct title review on the YMCA Exchange Property, and to confirm closing conditions have been satisfied.

Z. The YMCA also retained the Developer to conduct certain of the Due Diligence Investigations on the Agency Exchange Property on behalf of the YMCA pursuant to a separate agreement between the YMCA and the Developer.

AA. Pursuant to the Block 69 North DDA, the Block 68 South DDA, the Amended and Restated Land Exchange Agreement, and the Access Agreement, the Developer conducted certain Due Diligence Investigations on the Agency Exchange Property and the YMCA Exchange Property (collectively, all the foregoing agreements are referred to as the “Project Agreements”).

BB. As part of completing the Due Diligence Investigations, Developer engaged Atlas Technical Consultants, LLC to conduct certain site assessments, including soil vapor testing, and through that process, in part, determined the presence of chloroform concentrations exceeding the US Environmental Protection Agency Vapor Intrusion Screening Levels for residential and/or commercial standards as set forth in the Atlas Phase II Limited Subsurface Assessment (Phase II LSA) Block 68 North at 1023 West State Street and 421 North 10th Street, Boise, Idaho, dated December 15, 2022. Developer contracted with Atlas for additional testing, which occurred generally between December 15, 2023, and June 21, 2023, which results are set forth in the Atlas Additional Limited Subsurface Assessment (Additional LSA) Block 68 North at 1023 West State Street and 421 North 10th Street, Boise, Idaho, dated March 23, 2023, and the Atlas Additional Limited Environmental Assessment Block 68 North 421 North 10th Street, Boise, Idaho, dated June 21, 2023. Recently, the presence of asbestos was confirmed within the building structure and the Agency is investigating assumed asbestos in the roof. Collectively, the presence of chloroform and asbestos constitutes the “Environmental Condition.”

CC. The Developer, Agency and YMCA entered into the Extension to Due Diligence Deadline, dated March 17, 2023, to accommodate the additional environmental assessments, which agreement was subsequently amended by the Second Extension to Due Diligence Deadline, dated April 27, 2023, and was subsequently amended by the Third Extension to Due Diligence Deadline, dated June 13, 2023, and was subsequently amended by the Fourth Extension to Due Diligence Deadline, dated August 9, 2023, extending the due diligence deadline to December 15, 2023 (collectively, the “Due Diligence Extensions”).

DD. No further assessment of the Environmental Condition was conducted due to the presence of the structure on the Agency Exchange Property. The parties have engaged in good faith discussions and negotiations concerning remediation of the Agency Exchange Property, conditions to finalizing the Land Exchange, and the timing of the Land Exchange.

EE. The Agency applied for and was accepted into the Idaho Department of Environmental Quality's (the "IDEQ") Voluntary Cleanup Program and the Agency and . Q entered into the Voluntary Remediation Agreement, dated September 25, 2023 (the "VRA"), attached hereto as **Exhibit D**. Pursuant to the VRA, the IDEQ will provide oversight on further environmental assessment and remediation, if necessary, of the Agency Exchange Property.

FF. In an effort to proceed in good faith to support the Land Exchange and due to challenging conveyance and development timelines, the Agency is proceeding with demolition of the structure on the Agency Exchange Property to support additional environmental assessment pursuant to the VRA.

GG. In preparation for demolition of the structure on the Agency Exchange Property, the Agency engaged Terracon to prepare the Environmental Media Management Plan, dated October 5, 2023 (the "EMMP") to facilitate environmental materials management on the Agency Exchange Property during demolition or excavation activities.

Miscellaneous

HH. The Agency and YMCA desire to accomplish the Land Exchange, subject to the terms and conditions set forth below. After the closing of the Land Exchange, the Agency will be the owner in fee simple of the YMCA Exchange Property, and YMCA will be the owner in fee simple of the Agency Exchange Property.

II. As set forth in detail above, it is in the parties' best interests to enter into this Agreement.

II. AGREEMENT

NOW, THEREFORE, for valuable consideration, the sufficiency of which is agreed and acknowledged, the parties agree the foregoing recitals are not mere recitations but are covenants of the parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein, and hereby further agree as follows:

1. **Land Exchange.** Subject to all terms, covenants, warranties, undertakings, and conditions contained in this Agreement, the Agency agrees to exchange its Agency Exchange Property, legally described on **Exhibit A**, plus Three Million Six Hundred Five Thousand and 00/100 Dollars (\$3,605,000.00) (the "Additional Funds") for the YMCA Exchange Property, legally described on **Exhibit B**, and YMCA agrees to exchange its YMCA Exchange Property for the Agency Exchange Property, plus receipt of the Additional Funds. The Land Exchange will be completed at a closing as provided herein.

2. **The Land Exchange Properties are not of Equal Value.** The negotiations between the parties, and this Agreement, are premised on the mutual understanding and agreement that the "as-is" values of the Agency Exchange Property and of the YMCA Exchange Property are not equal and the YMCA Exchange Property has higher value. To make the Land Exchange equal, the Agency intends to also pay the YMCA the Additional Funds at closing.

3. **Closing Date and Termination.**

a. "Closing Date" means the date the deeds held in escrow will be recorded in the office of the Ada County Recorder and the Additional Funds are available for distribution from the Escrow to YMCA, notwithstanding that such funds may not actually be distributed until the following day due to wire transfer deadlines or similar circumstances.

b. It is generally contemplated the Closing Date will be contemporaneous with the closing date set forth in the Block 69 North DDA; however, the parties may elect to close under this Agreement earlier subject to approval by YMCA and Agency that the closing conditions under this Agreement have been satisfied.

c. The outside date for the Closing Date is August 15, 2024 (the "Outside Closing Date").

4. **Environmental Condition.** During the Due Diligence Investigations, the Environmental Condition was discovered on the Agency Exchange Property. The Agency has entered into the VRA with IDEQ and is proceeding with demolition of the building on the Agency Exchange Property, in part, to facilitate additional environmental assessment pursuant to the VRA. Based on communications with Agency consultants and IDEQ, extensive remediation is not anticipated. The parties continue to work in good faith to resolve any issues to effectuate the Land Exchange under the terms of this Agreement and subject to the conditions set forth in this Section.

a. The following conditions apply to the Environmental Condition:

i. The parties may not terminate this Agreement for any reason related to the Environmental Condition unless (1) IDEQ determines the Agency Exchange Property cannot be remediated for redevelopment of the site as the proposed future YMCA facility consistent with the YMCA's intended uses including child care and a medical care clinic; or (2) the Agency defaults under the terms of the VRA; or (3) unless otherwise agreed to by the parties in writing.

ii. The Agency agrees to comply with the terms of the VRA and to pay for all costs incurred specifically related to or as a result of the VRA (which includes all costs to prepare and implement any additional assessment work plan or Remediation Work Plan prepared pursuant to the VRA);

iii. The YMCA and the YMCA's contractor will have the opportunity to review and provide comments to the Agency on any Remediation Work Plan, prepared under the VRA and prior to submission to IDEQ to the extent YMCA agrees (pursuant to Sections 4.a.iv.3, 4) to close under this Agreement, subject to Section 4.d., and accept assignment of the VRA at closing in order for the YMCA to conduct remediation activity as part of its development, which remediation costs to implement the Remediation Work Plan under the VRA will be paid for by the Agency.

iv. The YMCA will accept the condition of the Agency Exchange Property in writing and will proceed to closing, subject to Section 4.d:

- 1) Thirty (30) days following the date the Agency obtains a termination of the VRA indicating no remediation of the Agency Exchange Property is necessary related to the Environmental Condition; or
- 2) Thirty (30) days following the Agency's receipt of a Certificate of Completion from IDEQ under the VRA; or
- 3) Thirty (30) days following IDEQ approval of a Remediation Work Plan prepared under the VRA which includes work that the YMCA elects to perform during redevelopment pursuant to Section 4.e, e.g., installation of a vapor barrier or other permanent equipment and the parties' agreement on the payment of remediation costs under the Remediation Work Plan; or
- 4) Thirty (30) days following IDEQ approval of a Remediation Work Plan prepared under the VRA, which provides that the development of the YMCA Facility is sufficient to remediate the Environmental Condition at no additional cost to the YMCA, and there is no requirement for the installation of a vapor barrier and/or other equipment to be installed on the Agency Exchange Property; or
- 5) On such other date as may be mutually agreed upon by the parties.

v. Agency's liability for the Environmental Condition will not survive closing or the recording of the Deed, except to the extent of amounts to be paid for remediation if the parties proceed to an early closing under Sections 4.a.iv.3, 4.

vi. To the extent the VRA requires installation of a vapor barrier and/or other equipment to be installed on the Agency Exchange Property, which work to remediate the Environmental Condition the YMCA elects to perform under Section 4.e, the Agency agrees to pay for the Remediation Work Plan under the VRA, and further agrees to pay, at closing, an agreed-upon amount to reimburse the YMCA for the cost of post-closing work, inspection, reporting, and equipment and its maintenance, repair, and part replacement, that may be required in connection therewith for the expected useful life of such equipment.

b. The parties agree to negotiate a resolution if there are other environmental conditions, other than the Environmental Condition, discovered on the Agency Exchange Property while implementing the VRA.

c. Agency will provide copies to YMCA of additional assessments obtained pursuant to the VRA related to the Environmental Condition.

d. The Agency and YMCA intend the Land Exchange to be “like-for-like” meaning that the Agency Exchange Property and the YMCA Exchange Property will be exchanged free and clear of all structures and improvements meeting the requirements of the Boise City Code concerning the demolition of commercial structures and will include removal of any underground storage tanks located on any parcels, if any are discovered during demolition or remediation. It is expected the YMCA and Developer will coordinate to ensure the timing of the demolition on Block 69 North does not delay the closing of the Land Exchange as set forth in subsection 4.a.iv and the YMCA will obtain a demolition permit no later than May 16, 2024. Costs of the demolition on Block 69 North will be the responsibility of the YMCA and/or Developer; not the Agency. The parties will work together to meet with representatives of the City of Boise to address demolition timing and redevelopment activities, in an effort to reduce unnecessary construction costs. If completing the demolition on Block 69 North prior to the closing of the Land Exchange in the time required in subsection 4.a.iv will result in the YMCA incurring costs that would otherwise be unnecessary if demolition were completed at the same time as redevelopment of Block 69 North, the YMCA may delay the closing of the Land Exchange until the earlier of (1) closing under the Block 69 North DDA, or the Outside Closing Date. The Agency is not liable for any increase to the redevelopment construction or other costs as a result of a (1) like-for-like transfer; or (2) any delay in closing on the Land Exchange due to the Environmental Condition or the demolition on Block 69 North.

e. Following completion of the additional assessments on the Agency Exchange Property, the parties agree to work together to best implement the Remediation Work Plan, if needed, and adjust the timing of closing on the Land Exchange and demolition of the buildings on Block 69 North, as needed. The YMCA is not required to, but may, at its discretion, agree to perform some of the remediation work as part of redevelopment of Block 68 North, subject to the other terms and conditions of this Agreement.

5. Due Diligence Review Period Completed.

a. The parties acknowledge that they have had an opportunity to make such non-destructive inspections, surveys, investigations, and other examinations of the property it is acquiring (Agency Exchange Property by YMCA, the YMCA Exchange Property by the Agency) (the “Due Diligence Investigations”), including a review of any reports, testing results, studies, or other information related to the property it is acquiring (the “Due Diligence Materials”) all as further described in the Access Agreement and the Due Diligence Extensions, as the acquiring party, in its sole discretion, deemed advisable, and the parties deem the due diligence period closed. While there may be additional environmental assessments related to investigation and remediation of the Environmental Condition on the Agency Exchange Property pursuant to the VRA, such investigations are not related to Due Diligence Investigations and no additional Due Diligence Investigations will occur and the parties are satisfied with the results of the Due Diligence Investigations and the Due Diligence Materials.

b. The parties may not terminate this Agreement for any reason related to the Due Diligence Investigations and the Due Diligence Materials.

c. Review of Title; Approved Title Exceptions.

Agency and YMCA shall accept title to the Agency Exchange Property and the YMCA Exchange Property pursuant to the Land Exchange subject only to the Permitted Title Exceptions, as defined herein. Title review as set forth in this section shall follow the later of (i) timelines set forth below, or (ii) those set forth in the fully executed Block 69 North DDA (provided the YMCA is given written notice of the timeline). It is recognized by the parties that the Block 69 North Developer, pursuant to the Block 69 North DDA, will have an interest in the YMCA Exchange Property. To facilitate the disposition of the YMCA Exchange Property, the parties agree to continue to work collaboratively and exchange information with Developer through the title review process.

Agency and YMCA, with a copy to Developer, previously obtained a preliminary commitment for title insurance for each parcel to the Land Exchange (each, a "Title Commitment") and an ALTA survey of each parcel to the Land Exchange (each, a "Survey"). Each party and the Developer had thirty (30) days following the date each party and the Developer received both the Survey and Title Commitment to notify the other party of its disapproval of any exception shown in the Title Report ("Title Objections") or any objection to the Survey. The parties and Developer provided notice of Title Objections to each other within such thirty (30) day period. The parties and Developer have conditionally accepted such title exceptions and have agreed to work through any and all title issues.

Not less than twenty (20) business days prior to the close of escrow, which may be the same Closing Date as set forth in the Block 69 North DDA, or earlier subject to approval by the YMCA and Agency that the closing conditions under this Agreement have been satisfied, Agency, YMCA and Developer shall obtain supplements to each Title Commitment (with the understanding that the parties and the Developer shall have the right to order updates to the preliminary title report at any time prior to close of escrow) disclosing any new title matters that may adversely affect the parcels to the Land Exchange, not previously disclosed. Each party and the Developer shall have five (5) business days from receipt of such supplemental title report (and all underlying documents referenced therein) to notify the other party of any objections ("Supplemental Title Objections") it may have with respect to the supplemental title report.

If Agency, Developer and/or YMCA do not give such notice within such five (5) business day period, such failure shall be conclusively deemed to be Agency, YMCA and/or Developer's approval of those matters, unless otherwise set forth in the Block 69 North DDA.

If Agency, Developer and/or YMCA has any Supplemental Title Objections, the respective entity shall have five (5) business days after receipt thereof to notify the other that it (a) will cause or (b) elects not to cause any or all of the Supplemental Title Objections disclosed therein to be removed or insured over by the Title Company in a manner

reasonably satisfactory to the Agency, Developer and/or YMCA, as the case may be. Unless otherwise set forth in the Block 69 North DDA, the Agency, YMCA, or Developer's failure to notify the other within such five (5) business day period as to any Supplemental Title Objections shall be deemed an election by the party and the Developer not to remove or have the title company insure over such Supplemental Title Objections. The failure to cure any Supplemental Title Objection as specifically agreed to by the Agency, YMCA and Developer constitutes a breach of this Agreement.

If Agency, Developer and/or YMCA notifies or is deemed to have notified the other that it shall not remove nor have the title insure over any or all of the Supplemental Title Objections, then Agency and/or YMCA, as the case may be, shall have three (3) business days to respond to the other's Supplemental Title Objections to either (a) terminate this Agreement; or (b) waive such Supplemental Title Objections and proceed to Closing, without any adjustment in the value of the Land Exchange on account of such Supplemental Title Objections; or (c) propose an adjustment in the value of the Land Exchange on account of such Supplemental Title Objections, which the applicable party shall have two (2) business days to accept or reject. To the extent there is an unforeseen encumbrance clouding title, the parties agree to promptly and reasonably cooperate with each other in good faith to resolve the title issue to allow the transaction to proceed.

If Agency, Developer and/or YMCA does not give notice within said period, then Agency, YMCA and/or Developer shall be deemed to have elected to waive the Supplemental Title Objections.

All exceptions to a Title Commitment, as supplemented prior to closing, that are not objected to by the Agency, YMCA or Developer, or are not agreed to be cured or insured over by the other shall be "Permitted Exceptions" on the applicable final title policy; provided, however, in no event shall the standard pre-printed exceptions on the Title Commitment be "Permitted Exceptions" for purposes of the deeds.

Each party and Developer shall be entitled to request additional endorsements to the final title policy and to obtain extended coverage title insurance, at no cost or expense to the other but with the Agency, Developer and/or YMCA's, as the case may be, reasonable and customary cooperation, including the execution of a customary and commercially reasonable owner's affidavit required by the Title Company, unless the same are necessary to satisfy or remove any Title Objection or Supplemental Title Objections in which case the endorsement(s) will be paid for by the party required to remove the Title Objection or Supplemental Title Objection.

6. **Lot Consolidations.** The YMCA has approved recordation of the record of survey to complete the Lot Consolidation of Block 69 North. The Agency and the YMCA agree to commence the process to consolidate Block 68 North, with final approval of the lot consolidation to be conditioned upon closing of the Land Exchange. The parties agreed to continue to work cooperatively and with the Developer to complete the work to consolidate both Block 69 North and Block 68 North to allow for redevelopment as soon as practicable following the closing of the Land Exchange.

7. Conditions to Closing.

a. Closing shall be subject to each and all of the following conditions:

i. Each party may investigate, review, and ascertain the zoning classification and status, and the existence of any other land use regulations or controls, applicable to the property it will acquire in the Exchange. Any change a party may seek to the land-use zoning applicable to any parcel(s) under the ordinances of the City together with any land-use or other permits from any governmental entity required to utilize the respective parcel(s) shall be and remain the responsibility of each party.

ii. TitleOne Corporation (the "Title Company"), is unconditionally and irrevocably committed to issue at closing an ALTA standard coverage owner's title policy, or, upon a party's request, an ALTA extended coverage owner's policy of title insurance ("Title Policy"), insuring (i) YMCA's title to the Agency Exchange Property; and (ii) Agency's title to the YMCA's Exchange Property; in the amount of the value of the Land Exchange, subject only to the following (collectively, the "Permitted Title Exceptions"): the standard exceptions and exclusions from coverage contained in such form of the policy; matters created by, through or under each party; items disclosed by the survey; items that would have been disclosed by a physical inspection of each property on the Effective Date of the Original Exchange Agreement; real estate taxes not yet due and payable (if any); the documents to be recorded under this Agreement; any mutually agreed upon Title Objection and/or Supplemental Title Objections; and the exceptions disclosed in the Title Report. If any party requests ALTA extended coverage, any standard exceptions shall not be Permitted Title Exceptions. It is recognized by the parties that Developer, pursuant to any fully executed Block 69 North DDA, will have a similar closing condition. To facilitate the disposition of the YMCA Exchange Property, the parties agree to work collaboratively and exchange information with Developer through the title review process.

iii. Each party, in its sole discretion, shall determine that the property it is acquiring is legally described in a manner acceptable for conveying full and marketable title.

iv. Each party has performed all of its obligations under this Agreement.

v. The truth and correctness of each and every representation and warranty of the parties, as contained in Section 8 of this Agreement, entitled "Representations and Warranties," shall be an express condition of closing.

vi. YMCA Exchange Property was subject to that certain Property Use Agreement, dated May 5, 2022, which expired May 5, 2023, by and between

YMCA and the Ada County Highway District, a body politic and corporate of the State of Idaho ("ACHD"), which allowed ACHD to have temporary use and occupancy of certain portions of the YMCA Exchange Property for purposes of pavement and sidewalk rehabilitation. YMCA will provide evidence of termination of the Property Use Agreement.

vii. The Agency has demolished all structures on the Agency Exchange Property pursuant to the requirements of the City Code of Boise City, Idaho, the VRA and the EMMP and completed all the remediation requirements under the VRA (unless the VRA is terminated by IDEQ or parties proceed to close prior to remediation being completed as contemplated under Section 4.a.iv.).

viii. The YMCA has demolished all structures on the YMCA Exchange Property pursuant to the requirements of the City Code of Boise City, Idaho.

ix. The parties have agreed to the amount of the payment, if any, as described in Section 4.a.vi., and the Agency has (or will at closing) delivered such amount, together with the Additional Funds, to Escrow Agent.

x. Each party shall deliver a Closing Certificate in a form agreed to by the parties confirming conditions to close have been satisfied as of the Closing Date.

b. Each party shall proceed diligently and in good faith to attempt to see that each of the foregoing Conditions to Closing is satisfied.

c. Each party shall pay the expenses it incurs in satisfying or attempting to satisfy the Conditions to Closing, except as otherwise provided in this Agreement.

d. Closing costs will be split equally between the parties and paid at the time of closing.

e. Satisfaction of Conditions.

Where satisfaction of any of the foregoing conditions requires action by YMCA or Agency, each party shall use its diligent efforts, in good faith, and at its own cost, to expeditiously satisfy such condition. If a party is not in a position to know whether or not a condition precedent has been satisfied, then the party that is aware of the status of the condition shall immediately notify the other party.

f. Waiver.

Each party may at any time or times, at its election, waive any of the Closing Conditions set forth in this Section 7, but any such waiver shall be effective only if contained in a writing signed by the waiving party and delivered to the other party.

g. Termination.

In the event each party has not fulfilled the Closing Conditions by the Outside Closing Date, or such earlier time period as provided for herein, and the Closing Conditions have not been waived by the parties, and provided the party is not in default of this Agreement, the other party may at its option terminate this Agreement and the Escrow opened hereunder. In the event this Agreement is terminated, all closing documents and funds (if any) delivered by the parties or Escrow Agent shall be returned immediately to the appropriate party.

8. **Representations and Warranties.**

a. Agency's Representations and Warranties. The Agency represents and warrants as of the date of this Agreement, and as of the Closing Date, that:

i. Authority. The execution, delivery, and performance of this Agreement, and all other agreements contemplated hereby, have been duly and validly authorized by all necessary action of the Agency, and this Agreement, and all other agreements contemplated hereby, are valid and binding obligations of the Agency, enforceable against the Agency, subject to the terms, conditions, and limitations contained in this Agreement.

ii. Title; Transfer; Liens. On the Closing Date, the Agency will transfer the Agency Exchange Property free and clear of all security interests, mortgages, pledges, liens, encumbrances, claims, tenancies (unless otherwise agreed to by the parties in writing), parties in possession and equities other than the Permitted Exceptions applicable to the Agency Exchange Property.

iii. No Conflict. The execution, delivery, and performance by the Agency of its obligations under this Agreement, and all other agreements contemplated hereby, will not contravene or violate any statute, law, rule, or regulation, or any judgment, order, or decree of any governmental authority or court with jurisdiction, and no consent, approval, authorization, or order of, or qualification with, any person, entity, or governmental authority is required for performance by the Agency of its obligations under this Agreement, or any other agreement contemplated hereby.

iv. No Litigation or Adverse Events. There are no pending or, to the knowledge of the Agency, threatened investigations, actions, suits, proceedings, or claims against or affecting the Agency Exchange Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign.

v. Compliance with Laws. The Agency has no knowledge that the Agency Exchange Property is in non-compliance with any applicable laws, ordinances, rules, or regulations.

vi. No Defaults in Other Agreements. The Land Exchange will not contravene, violate, or cause a default under any contract or agreement. The Agency is not in material default under any contract or agreement relating to or affecting the Agency Exchange Property, and no event has occurred which, with the passage of time or the giving of notice or both, will become a material default thereunder. The Agency is in compliance in all material respects with the terms and provisions of the covenants, conditions, restrictions, rights-of-way, and easements, if any, affecting the Agency Exchange Property.

vii. Condemnation. There is no existing or, to the knowledge of the Agency, proposed or threatened condemnation or similar proceeding, or private purchase in lieu of such proceeding, affecting the Agency Exchange Property.

viii. Taxes and Assessments. All real and personal property taxes relating to the Agency Exchange Property (if any), excepting those for the current tax year which are not yet due and owing, have been paid in full or are subject to exemption. Other than increases applied to all real properties in the county in which the Agency Exchange Property is located, there are, to the knowledge of the Agency, no existing or proposed assessments that have, or may, become a lien on the Agency Exchange Property.

ix. Environment. The YMCA has had the opportunity to conduct extensive Due Diligence Investigations resulting in discovery of the Environmental Condition. Other than the Agency's obligation to comply with the terms of the VRA and any related agreements and work plans, the Agency makes no environmental representations or warranties concerning the environmental condition of the Agency Exchange Property unless as otherwise agreed to by the parties.

x. Liens. All bills and claims for labor performed and materials furnished to or for the benefit of the Agency Exchange Property, if any have been paid in full, and there are no mechanic's or materialmen's liens (whether or not perfected) on or affecting the Agency Exchange Property as a result of labor performed or materials furnished and contracted for by the Agency.

b. YMCA's Representations and Warranties. YMCA represents and warrants as of the date of this Agreement, and as of the Closing Date, that:

i. Authority. The execution, delivery, and performance of this Agreement, and all other agreements contemplated hereby, have been duly and validly authorized by all necessary action of YMCA, and this Agreement, and all other agreements contemplated hereby, are valid and binding obligations of YMCA, enforceable against YMCA, subject to the terms, conditions, and limitations contained in this Agreement.

ii. Title; Transfer; Liens. On the Closing Date, YMCA will transfer the YMCA Exchange Property free and clear of all security interests, mortgages, pledges, liens, encumbrances, claims, tenancies (unless otherwise agreed to by the parties in writing), parties in possession and equities other than the Permitted Exceptions applicable to the YMCA Exchange Property.

iii. No Conflict. The execution, delivery, and performance by YMCA of its obligations under this Agreement, and all other agreements contemplated hereby, will not contravene or violate any existing contract, agreement or conflict with any other obligation undertaken by YMCA.

iv. No Litigation or Adverse Events. There are no pending or, to the knowledge of the YMCA, threatened investigations, actions, suits, proceedings, or claims against or affecting the YMCA Exchange Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign.

v. Compliance with Laws. YMCA has no knowledge that the YMCA Exchange Property is in non-compliance with any applicable laws, ordinances, rules, or regulations.

vi. No Defaults in Other Agreements. The Land Exchange will not contravene, violate, or cause a default under any contract or agreement. YMCA is not in material default under any contract or agreement relating to or affecting the YMCA Exchange Property, and no event has occurred which, with the passage of time or the giving of notice or both, will become a material default thereunder. YMCA is in compliance in all material respects with the terms and provisions of the covenants, conditions, restrictions, rights-of-way, and easements, if any, affecting the YMCA Exchange Property.

vii. Condemnation. There is no existing or, to the knowledge of YMCA, proposed or threatened condemnation or similar proceeding, or private purchase in lieu of such proceeding, affecting the YMCA Exchange Property.

viii. Taxes and Assessments. All real and personal property taxes relating to the YMCA Exchange Property (if any), excepting those for the current tax year which are not yet due and owing, have been paid in full or are subject to exemption. Other than increases applied to all real properties in the county in which the YMCA Exchange Property is located, there are, to the knowledge of the YMCA, no existing or proposed assessments that have, or may, become a lien on the YMCA Exchange Property.

ix. Environment. The Agency and Developer have had the opportunity to conduct extensive Due Diligence Investigations on the YMCA Exchange Property. The YMCA makes no environmental representations or warranties

concerning the environmental condition of the YMCA Exchange Property unless as otherwise agreed to by the parties.

x. Liens. All bills and claims for labor performed and materials furnished to or for the benefit of the YMCA Exchange Property, if any have been paid in full, and there are no mechanic's or materialmen's liens (whether or not perfected) on or affecting the YMCA Exchange Property as a result of labor performed or materials furnished and contracted for by the YMCA.

c. Delivery of Possession "As Is" and "With All Faults."

i. YMCA Acknowledgments Re: the Agency Exchange Property. YMCA acknowledges that no representation or warranty has been made by Agency concerning the Agency Exchange Property or its nature, quality, or suitability for use for any purpose, except as otherwise expressly stated herein. YMCA has had the opportunity to examine the Agency Exchange Property. At closing, YMCA's acceptance of the Agency Exchange Property, subject to the Environmental Condition, will be in its "as is" and "where is" condition, with all faults. Agency's representations and warranties will not survive the closing and recording of the Deed unless as otherwise agreed to by the parties.

ii. Agency Acknowledgments Re: the YMCA Exchange Property. The Agency acknowledges that no representation or warranty has been made by YMCA concerning the YMCA Exchange Property or its nature, quality, or suitability for use for any purpose, except as otherwise expressly stated herein. The Agency has had the opportunity to examine the YMCA Exchange Property. At closing, the Agency's acceptance of the YMCA Exchange Property will be in its "as is" and "where is" condition, with all faults. YMCA's representations and warranties will not survive the closing and recording of the Deed unless as otherwise agreed to by the parties.

iii. No rights, easements, or licenses, implied or otherwise, are or shall be acquired by either party hereunder, except as expressly set forth in this Agreement or those that are appurtenant to the applicable property, which appurtenances will be conveyed with the Deeds.

9. Closing and Related Matters.

a. The closing of the Land Exchange shall occur at such time as the parties may agree in writing (the "closing" or "Closing Date").

b. Closing shall occur under the following terms and conditions:

i. Title shall be conveyed by special warranty deed, free and clear of all matters except the Permitted Exceptions for each property (each, a "Deed").

Unless otherwise agreed upon in writing, the special warranty deeds shall be in substantially the form attached as **Exhibit C** (attached and incorporated).

ii. Taxes (if any), utilities (if any), assessments, and other charges typically prorated in Ada County, Idaho, shall be prorated as of the Closing Date.

iii. Each party shall pay the costs of obtaining whatever policy of title insurance covering the parcel it is obtaining in this Land Exchange as such party elects to obtain.

iv. Possession shall pass to the acquiring party as of closing, and shall be delivered vacant, free, and clear of all structures, and ready for future development.

v. The Agency shall assign to the YMCA all reports and investigations of the Agency Exchange Property prepared in connection with the VRA and all warranties for any work performed in connection with the VRA.

10. **Amended Assignment to Developer.** The Agency and the Developer previously entered into the Partial Assignment. An amended Partial Assignment of this Agreement may be necessary as Developer is not a party to this Agreement and the YMCA is not a party to the Block 69 North DDA. The YMCA specifically consents to an amended Partial Assignment, if necessary, of Agency's rights, interests and obligations related to the YMCA Exchange Property to Developer, or its successor, to review and approve title, and certain closing conditions related to the condition of the YMCA Exchange Property, as may be further set forth in any amended Partial Assignment.

11. **Approval by Appropriate Authority.** Each party, for itself, acknowledges that (i) this Agreement, even though agreed upon by the Agency's representatives, is not binding upon the Agency until such time as the Agency Board adopts a resolution approving this Agreement and authorizing the Board Chair and/or the Executive Director to execute this Agreement on behalf of the Agency; and (2) this Agreement, even though agreed upon by the YMCA's representatives, is not binding upon the YMCA until such time as the YMCA Board, or its designees, as may be authorized by the YMCA's bylaws, adopts a resolution approving this Agreement and authorizing an officer or other representative of the YMCA to execute and this Agreement on behalf of the YMCA.

12. **Limited Purpose; No Waiver.** This Agreement is intended to be applicable to, and shall be interpreted and used for, the limited purposes expressly contained herein. Nothing contained herein is intended, nor shall it be construed, as a waiver of any permit, authorization, license, approval, certification, or other condition, obligation, or prerequisite required by the Agency or any other governmental agency or entity. Additionally, nothing contained herein is intended, nor shall it be construed, as the Agency's approval, authorization, or permission for any development or construction.

13. **Default.** A party shall be in “default” of this Agreement if that party fails to perform its obligations hereunder and fails to cure or remedy such failure within thirty (30) days after receipt of written notice from the party claiming the default, specifying the nature of such default. In the event of default, the non-defaulting party may pursue any remedies available at law or in equity, up to and including termination of this Agreement, or specific performance.

14. **Brokers.** Each party represents and warrants to the other that it has not dealt with any broker or finder with regard to this Land Exchange. If any claims for brokers’ or finders’ fees or commissions are made in connection with the negotiation, execution, or consummation of this Agreement, the Agency shall indemnify, defend, and hold harmless YMCA from and against such claims if they are based upon any statement, representation, or agreement made by the Agency, and YMCA shall indemnify, defend, and hold harmless the Agency from and against such claims if they are based upon any statement, representation, or agreement made by YMCA.

15. **Attorneys’ Fees.** In the event of litigation between the parties, declaratory or otherwise, in connection with or arising out of this Agreement, the prevailing party shall recover from the nonprevailing party all actual costs, actual damages and actual expenses, including attorneys’ fees and charges, paralegal and clerical fees and charges and other professional or consultants’ fees or charges, expended or incurred in connection therewith, as set by the court, including for appeals, which shall be determined and fixed by the court as part of the judgment.

16. **Force Majeure.** Neither party shall be liable for, or be in default of this Agreement based on, its failure to perform any obligation hereunder if such failure is the result of war, insurrection, strikes, lockouts, walkouts, riots, flood, earthquakes, fire or other casualty, the elements or acts of God, or other causes, other than financial, beyond a party’s reasonable control.

17. **Risk of Loss.** Until delivery of the deeds, risk of loss by fire or other casualty is assumed by the Agency for the Agency Exchange Property and by YMCA for the YMCA Exchange Property.

18. **Miscellaneous.**

a. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof. No extension, change, modification, or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by either party, and no notice of any extension, change, modification, or amendment made or claimed by either party shall have any force or effect whatsoever unless the same shall be endorsed in writing and be signed by the party against which the enforcement of such extension, change, modification, or amendment is sought, and then only to the extent set forth in such instrument.

b. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any provision of this Agreement.

c. Construction. Each party has been represented by legal counsel in drafting and negotiating this Agreement or has had the opportunity to consult with legal counsel and has chosen not to do so. In all cases, this Agreement shall be construed and interpreted according to its fair meaning, and not for or against either party, regardless of which party caused the drafting of this Agreement or any of its terms.

d. Counterparts/Electronic Signatures. Signatures transmitted by counterpart via electronic mail shall be deemed original for purposes of creating a valid and binding Agreement.

e. Successors and Assigns. The terms and conditions hereof shall be binding upon and inure to the benefit of the respective parties, their administrators, executors, successors, and assigns. Except with respect to the assignment to the Developer of certain rights to conduct title review, Lot Consolidation and certain closing conditions related to the condition of the YMCA Exchange Property, and provide notices associated therewith, which is expressly permitted, neither party may assign this Agreement without the other party's prior written consent.

f. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties and shall survive the severed provisions.

g. Further Assurances. Each party shall cooperate fully with the other and execute such further instruments, documents, and agreements and give such further written assurances as may be reasonably requested to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

h. Choice of Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Idaho. Venue for any legal action arising from this Agreement shall be Ada County, Idaho.

i. Notice. Any notice under this Agreement shall be in writing and be delivered in person, or by United States Mail, postage prepaid, or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery), or by electronic mail or facsimile verified by electronic confirmation. All notices shall be addressed to the party at the address set forth below or at such other addresses as the parties may from time to time direct in writing by notice given the other. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three (3) days following the day of deposit in the United States Mail, (c) the day of delivery to the overnight courier, or (d) the day electronic mail or facsimile delivery is electronically confirmed.

Agency:

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, ID 83702
208-384-4264 (voice)
208-384-4267 (fax)
jbrunelle@ccdcboise.com

With a copy to:

Meghan S. Conrad
Elam and Burke, P.A.
251 E. Front Street, Suite 300
Boise, ID 83702
Email: msc@elamburke.com

YMCA:

David Duro, CEO
1177 W. State Street
Boise, ID 83702
Email: David.Duro@ymcatvidaho.org

With a copy to:

Kimberly D. Maloney
Givens Pursley LLP
601 W. Bannock Street
Boise, ID 83702
Email: kdm@givenspursley.com

Developer:

J. Dean Papé
Block 68 Development LLC
1199 Shoreline Drive, #290
Boise, Idaho 83702
(208) 830-7071 (voice)
dean@dechase.com

With a copy to:

Jill Sherman
(which copy shall not constitute notice):
151 SW First Ave., Suite 300
Portland, OR 97204
(503) 956-7210 (mobile)
jill.sherman@edlenandco.com

Registered Agent for Developer:
Anne C. Kunkel
Varin Thomas Corporate Services LLC
242 North 8th Street, Suite 220
Boise, Idaho 83702
(208) 584-1266 (voice)
(877) 717-1758 (fax)
anne@varinthomas.com

j. Good Faith Cooperation. In the event unforeseen circumstances arise and/or due to the acts of a third party, either or both of the parties cannot perform the duties and obligations set forth in this Agreement, the parties agree to cooperate and in good faith to meet and work collaboratively to resolve the issue so that the parties may perform their obligations in this Agreement and to cause the transaction contemplated by this Agreement to be carried out promptly in accordance with its terms, or as may be amended. The parties shall cooperate fully with each other and their respective representatives in connection with any actions required to be taken as part of their respective obligations under this Agreement. The parties shall promptly do and perform such further acts and execute and deliver all further instruments required by law or which may be reasonably requested by any party to establish, maintain, and protect the respective rights and remedies of any party to carry out and effect the intent and purposes of this Agreement. The parties shall work collaboratively to perform their duties under this Agreement in a manner that helps reinforce the collective goals of the parties and Developer as set forth in the Joint Proposal; however, nothing in this paragraph shall limit the parties' rights or remedies under this Agreement as each faithfully performs its duties.

[signatures on the following page]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

_____, 2023

AGENCY
THE URBAN RENEWAL AGENCY OF
BOISE CITY, also known as CAPITAL
AGENCY DEVELOPMENT
CORPORATION

John Brunelle, Executive Director

_____, 2023

YMCA
YOUNG MEN'S CHRISTIAN
ASSOCIATION OF BOISE CITY, IDAHO

By: _____
Title: _____

Exhibit A

Agency Exchange Property Legal Description and Map Showing the Location of the Agency Exchange Property and the YMCA Exchange Property

Legal Description:

Agency Parcel: 421 N. 10th Street, Boise, Idaho 83702 - Block 68 N
Tax Parcel No. R1013004583

Lots 11 and 12 and the Easterly 40 feet of Lot 10, when measured parallel with the line dividing Lots 10 and 11 in Block 68 of Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats at Page 1, official records of Ada County, Idaho.

Map:

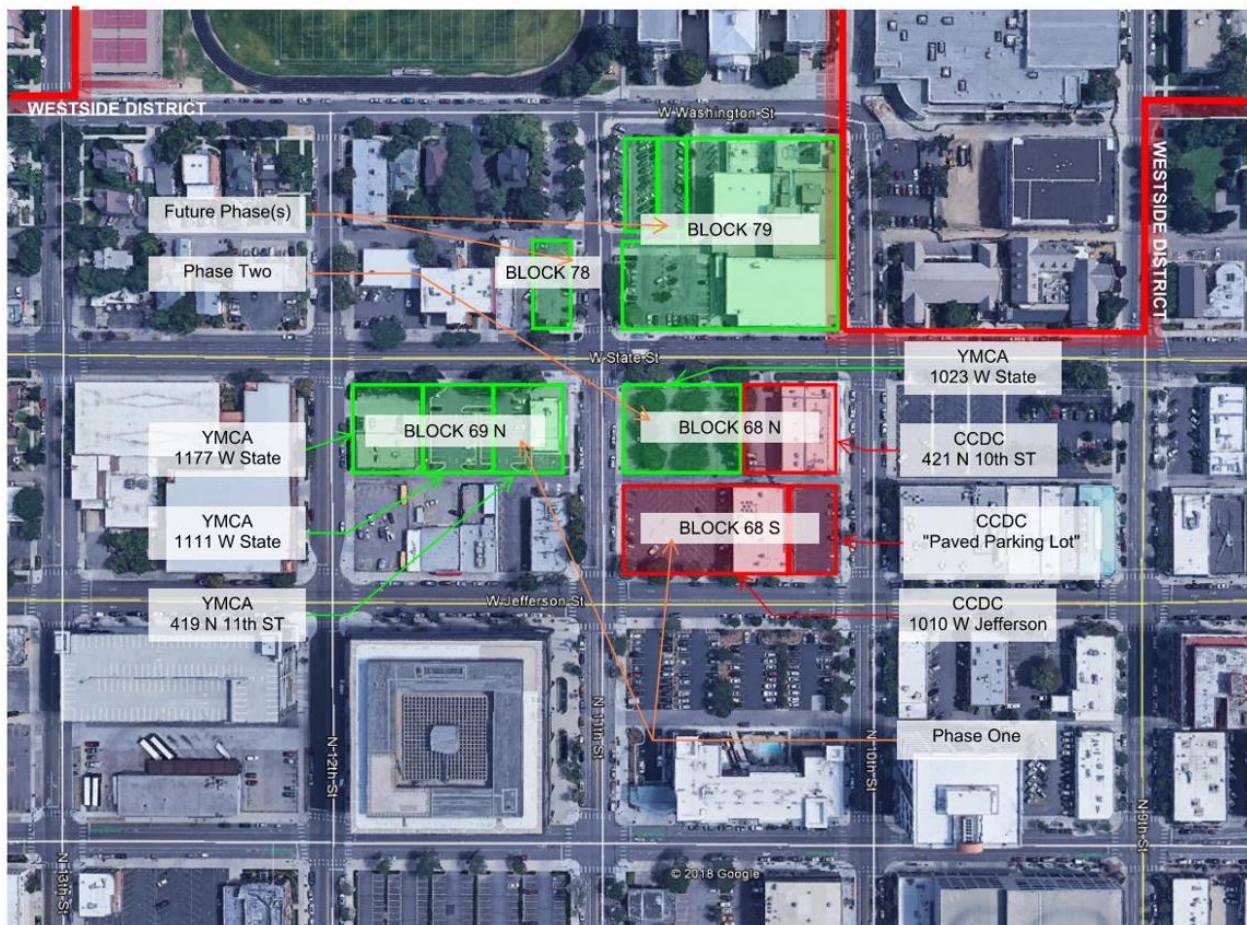


Exhibit B

YMCA Exchange Property Legal Description

YMCA Parcel: 1111 W. State Street, Boise, Idaho 83702– Block 69 N
Tax Parcel No. R1013004640

Lots 9 and 10 in Block 69 of Boise City Original Townsite, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho.

Less :

A parcel being a portion of Lots 9 and 10 of Block 69 of Boise City Original Townsite, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, and located in the SW ¼ of Section 3, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northwesterly corner of Lot 7 of said Block 69, from which a ½ inch diameter iron pin marking the northeasterly corner of said Lot 10 bears S 54°47'21" E a distance of 200.06 feet;

Thence S 35°13'23" W along the westerly boundary of said Lot 7 a distance of 122.02 feet to a point marking the southwesterly corner of said Lot 7;

Thence S 54°47'21" E along the southerly boundary of Lots 7 and 8 of said Block 69 a distance of 100.04 feet to a point marking the southwesterly corner of said Lot 9 and the **POINT OF BEGINNING**;

Thence N 35°13'19" E along the westerly boundary of said Lot 9 a distance of 2.00 feet to a point;

Thence leaving said westerly boundary S 54°47'21" E along a line being 2.00 feet northerly of and parallel to the southerly boundary of said Lots 9, and 10 a distance of 100.04 feet to a point on the easterly boundary of said Lot 10;

Thence S 35°13'12" W along said easterly boundary a distance of 2.00 feet to a point marking the southeasterly corner of said Lot 10;

Thence N 54°47'21" W along the southerly boundary of said Lots 9, and 10 a distance of 100.04 feet to the **POINT OF BEGINNING**.

This parcel contains 200 square feet (0.005 acres) and is subject to any easements existing or in use.

YMCA Parcel: 419 N. 11th Street, Boise, Idaho 83702- Block 69 N
Tax Parcel No. R1013004651

A portion of Lots 11 and 12, Block 69 of Boise City Original Townsite as filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, located in the SW 1/4 of Section 3, Township 3 North, Range 2 East, Boise Meridian, Boise, Ada County, Idaho more particularly described as follows:

BEGINNING at the northerly most corner of said Lot 11;

Thence along the northeasterly boundary line of said Lots 11 and 12 South 54°48'05" East, 100.04 feet to the easterly most corner of said Lot 12;

Thence along the southeasterly boundary line of said Lot 12 South 35°12'20" West, 120.02 feet;

Thence leaving said southeasterly boundary line North 54°48'05" West, 100.05 feet a point on the northwesterly boundary line of said Lot 11;

Thence along said northwesterly boundary line North 35°12'39" East, 120.03 feet to the **POINT OF BEGINNING**. Containing 12,008 square feet, more or less.

YMCA Parcel: 1177 W. State Street, Boise, Idaho 83702– Block 69 N
Tax Parcel No. R1013004631

Lots 7 and 8 in Block 69 of Boise City Original Townsite, according to the official plat thereof,
filed in Book 1 of Plats at Page(s) 1, official records of Ada County, Idaho.

Exhibit C

Special Warranty Deed

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

For the consideration received and other good and valuable consideration, the receipt of which is hereby acknowledged, [insert name of grantor] ("Grantor"), conveys and specially warrants to [insert name of grantee], ("Grantee"), whose address is [insert grantee address], and [his, her, its] successors and assigns forever the following described real property (the "Premises"):

[insert legal description]

SUBJECT TO taxes and assessments for the year [insert year] and all subsequent years, those matters set forth on Exhibit _____, attached hereto ("Permitted Exceptions"), all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the Premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way, minerals, mineral rights, and water rights in anywise appertaining to the property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said Premises; that the Premises are free from encumbrances created or suffered by the Grantor, excepting those as may be herein set forth, and excepting the Permitted Exceptions, and that Grantor will warrant and defend the same from all lawful claims of or through Grantor, but none other.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this _____ day of _____, 20____.

[Grantor's Name]

County of _____)

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

County of _____)

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires_____

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 20____, before me _____,
personally appeared _____, known or identified to me (or proved to me on the
oath of _____) to be the president, or vice-president, or secretary
or assistant secretary, of _____, the corporation that executed the
instrument or the person who executed the instrument on behalf of said corporation, and
acknowledged to me that such corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires_____

Exhibit D

Voluntary Remediation Agreement

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

In the matter of:)	VOLUNTARY REMEDIATION AGREEMENT
)	
Capital City Development)	
Corporation)	Idaho Code § 39-7205
421 North 10 th Street, Boise, ID)	

I. INTRODUCTION

1. This Voluntary Remediation Agreement (Agreement) is entered into voluntarily by the Idaho Department of Environmental Quality (Department) and the applicant, The Urban Renewal Agency of the City of Boise, Idaho, an independent public body, corporate and public, organized under the laws of the State of Idaho DBA Capital City Development Corporation (CCDC), for the purpose of further assessing and remediating a property located at 421 North 10th Street in Boise, Idaho (Site). The Site is defined by the Ada County Assessor as parcel number R1013004583. The Department and CCDC are collectively referred to as "the Parties." CCDC is voluntarily conducting this work.

II. AUTHORITY

2. This Agreement is entered into by the Parties pursuant to the Idaho Land Remediation Act, Idaho Code §§ 39-7201 through 39-7211, and the Idaho Land Remediation Rules, IDAPA 58.01.18.
3. The Department has determined that the application submitted by CCDC is complete and that CCDC is eligible to participate in the Voluntary Remediation Program established under Idaho Code § 39-7201 *et seq.*

III. PARTIES BOUND

4. This Agreement shall apply to and be binding upon CCDC, its successors and assigns, and upon the Department, its successors and assigns. The signatories to this Agreement certify that they are fully authorized to execute and legally bind the Parties they represent.
5. CCDC shall provide a copy of this Agreement to the current and any subsequent owners or successors of the Site.

IV. DEFINITIONS

6. "Site" shall be used in the manner as defined by Idaho Code § 39-7203(10) and IDAPA 58.01.18.010.12 and shall refer to the property identified in Paragraph 1 of this Agreement.
7. All terms contained in this Agreement shall be used in the same manner as defined by Idaho Code § 39-7203 and IDAPA 58.01.18.010.

V. PURPOSE

8. This Agreement sets forth the terms and conditions of CCDC's participation in the Department's Voluntary Cleanup Program, including the Department's evaluation of CCDC's Additional Assessment Work Plan, if so required, and CCDC's Voluntary Remediation Work Plan (Remediation Work Plan) to be proposed by CCDC for both the assessment and the remediation of contaminants at and for the Site.
9. The activities of the Department and CCDC, pursuant to the Voluntary Cleanup Program, shall be consistent with this Agreement, all applicable laws and regulations, and any appropriate guidance documents.

VI. SUBMISSION OF AN ADDITIONAL SITE ASSESSMENT WORK PLAN AND REPORT

10. Prior to submittal of the Remediation Work Plan described in Section VII of this Agreement, and if required by the Department, CCDC shall develop a work plan for additional assessment at the Site and submit to the Department for review and approval. The additional site assessment work plan shall include the information in IDAPA 58.01.18.22.03.a and quality assurance discussed in Section XXIV of this Agreement.
11. Within thirty (30) days of the receipt of the additional assessment work plan, if so required by the Department, the Department shall notify CCDC, in writing, that the site assessment work plan is approved, approved with modifications, or rejected. Department notification that the additional assessment work plan is rejected shall specify the reasons for rejection, and provide CCDC thirty (30) days to amend and resubmit the additional assessment work plan. An approved additional assessment work plan shall be deemed incorporated into, and is enforceable as part of, this Agreement.
12. If required by the Department, CCDC shall fully implement the approved additional assessment work plan.

13. Upon completion of the additional assessment activities and within thirty (30) days of receipt of laboratory data, CCDC shall submit to the Department an additional assessment report. Within thirty (30) days of the receipt of the additional assessment report, the Department shall notify CCDC, in writing, that the additional assessment report is approved, approved with modifications, or rejected. Department notification that the additional assessment report is rejected shall specify the reasons for rejection, and provide CCDC thirty (30) days to amend and resubmit the additional assessment report.
14. Included with written approval of the additional assessment report, as set forth in Section 13, and incorporating information and data submitted as part of the VCP application, the Department shall determine whether remediation at the Site is necessary. If remediation is necessary, the Department will notify CCDC, in writing, to proceed with submission of a proposed Voluntary Remediation Work Plan under Section VII. If remediation is not necessary, the Department will notify CCDC, in writing, that the environmental conditions represented by the VCP application, additional assessment report and any other information and data provided to the Department do not warrant development of a Voluntary Remediation Work Plan. If the Site conditions do not require remediation, the Department will provide CCDC, in writing, termination of this Voluntary Remediation Agreement indicating that no remediation is necessary.

VII. SUBMISSION OF PROPOSED WORK PLANS

15. The Department shall not evaluate the additional assessment work plan or Remediation Work Plan until this Voluntary Remediation Agreement is signed both by CCDC and the Department Director. If deemed necessary, as soon as possible, but no later than one hundred twenty days (120) days of the completion of reporting associated with the additional assessment, CCDC shall submit a Proposed Remediation Work Plan to the Department. The Proposed Remediation Work Plan to be submitted by CCDC shall contain the elements specified by IDAPA 58.01.18.022.02 and shall be submitted with sufficient information supporting the proposed Remediation Work Plan as specified by IDAPA 58.01.18.022.03, which includes results of the approved site assessment investigation.

VIII. REVIEW AND EVALUATION OF PROPOSED REMEDIATION WORK PLAN

16. The Department shall review and evaluate the Site, the affected area surrounding the Site due to Site contamination and the proposed Remediation Work Plan in accordance with Idaho Code § 39-7206(1). The Department will review and return any comments, if any, on the initial submittal of the Remediation Work Plan within fifteen (15) days of submittal.

17. The Department may, at any time during the evaluation of the proposed Remediation Work Plan, request the submission of additional or corrected information and a revision of the proposed Remediation Work Plan by CCDC, pursuant to Idaho Code § 39-7206(2). CCDC may either comply with the request or withdraw the proposed Remediation Work Plan and terminate this Agreement. The Department will review and return comments, if any, on any revised Remediation Work Plan within fifteen (15) days of submittal.

IX. PUBLIC REVIEW OF PROPOSED REMEDIATION WORK PLAN

18. As soon as possible, but no later than thirty (30) days of receiving the final revised proposed Remediation Work Plan, the Department shall initiate the public notification and comment requirements of Idaho Code § 39-7206(3). No later than fifteen (15) days after the close of the public comment period, the Department may, in accordance with Idaho Code § 39-7206(4) and IDAPA 58.01.18.022.04.a, schedule a public hearing. If public comments are received, then the Department will work with CCDC to address the comments and CCDC will finalize the Remediation Work Plan accordingly. The Department will review the revised Remediation Work Plan, if any, within fifteen (15) days of submission.

X. PROPOSED REMEDIATION WORK PLAN APPROVAL, APPROVAL WITH MODIFICATION OR REJECTION

19. Within thirty (30) days of the close of the public comment period or the public hearing, whichever is later, the Department shall, based on its review and evaluation and consideration of any written public comments and testimony, notify CCDC, in writing, that the proposed Remediation Work Plan is approved, approved with modifications, or rejected. Department notification that the proposed Remediation Work Plan is rejected shall specify the reasons for rejection, provide CCDC thirty (30) days to amend and resubmit the proposed Remediation Work Plan, and notify CCDC of its rights to appeal the rejection pursuant to Idaho Code § 39-7206.
20. Within thirty (30) days of receiving notification that the proposed Remediation Work Plan has been approved with modifications, CCDC shall notify the Department, in writing, that the modifications are accepted or rejected. If CCDC accepts the modifications, the proposed Remediation Work Plan shall be deemed approved by the Department as modified. If CCDC rejects the modifications, and the Parties are unable to negotiate acceptable modifications, the proposed Remediation Work Plan shall be deemed rejected by the Department.

21. Upon rejection of the proposed Remediation Work Plan by the Department, CCDC may:
 - a. Amend and resubmit the proposed Remediation Work Plan;
 - b. Withdraw the proposed Remediation Work Plan and terminate this Agreement; or
 - c. Appeal the Department's rejection pursuant to Idaho Code § 39-7206 and the Idaho Administrative Procedure Act, chapter 52, title 67, Idaho Code.

XI. EFFECT OF APPROVED REMEDIATION WORK PLAN

22. An approved Remediation Work Plan shall be deemed incorporated into, and is enforceable as part of, this Agreement.

XII. IMPLEMENTATION OF REMEDIATION WORK PLAN

23. CCDC shall fully implement the approved Remediation Work Plan in accordance with the approved Remediation Work Plan, the terms and conditions of this Agreement, the Idaho Land Remediation Rules, and the Idaho Land Remediation Act, and any applicable zoning authorities or other local, state, or federal law.
24. The Remediation Work Plan submitted by CCDC must achieve health-based and environmental remediation standards according to IDAPA 58.01.18.023.
25. The Department shall assist CCDC in the timely issuance of Department permits or approvals required to initiate and complete a Remediation Work Plan.
26. CCDC shall submit quarterly progress reports to the Department with respect to actions and activities undertaken pursuant to this Agreement. The progress reports shall, at a minimum:
 - a. Describe the actions which have been taken to comply with this Agreement during the prior quarter;
 - b. Describe all work planned for the next quarter with schedules relating such work to the overall project schedules; and
 - c. Describe all problems encountered and any anticipated problems, any actual or anticipated delays and any solutions developed and implemented to address any actual or anticipated problem or delay.

/

XIII. REMEDIATION WORK PLAN COMPLETION REPORT

27. When CCDC believes the objectives of the Remediation Work Plan have been achieved and successfully implemented for the Site, CCDC shall submit to the Department a Voluntary Remediation Work Plan Completion Report (Remediation Work Plan Completion Report) together with a request that the Department issues a Certificate of Completion for the Site. The Remediation Work Plan Completion Report shall contain information sufficient for the Department to determine whether CCDC achieved the Remediation Work Plan objectives and successfully implemented the Remediation Work Plan.
28. The Department shall as soon as possible, but not later than thirty (30) days after the receipt of CCDC's Remediation Work Plan Completion Report and request for a Certificate of Completion, notify CCDC, in writing, whether or not the Remediation Work Plan has been successfully implemented.
29. If the Department notifies CCDC that the Remediation Work Plan has not been successfully implemented, CCDC shall implement the Remediation Work Plan to the satisfaction of the Department and resubmit the Remediation Work Plan Completion Report. The Department shall as soon as possible, but not later than fifteen (15) days after the receipt of the resubmitted Remediation Work Plan Completion Report and request for a Certificate of Completion, notify CCDC, in writing, whether or not the resubmitted Work Plan has been successfully implemented.

XIV. CERTIFICATE OF COMPLETION

30. If the Remediation Work Plan Completion Report demonstrates that CCDC has successfully implemented the Remediation Work Plan, the Department shall certify such facts by issuing a Certificate of Completion to CCDC as provided in Idaho Code § 39-7207(1) and IDAPA 58.01.18.024.04d. CCDC shall record the Certificate of Completion with the deed for the Site on which the remediation took place. The Department may condition the Certificate of Completion upon continued monitoring, recordation or maintenance of institutional or engineering controls, or other continuing actions by CCDC.

XV. COVENANT NOT TO SUE

31. CCDC may, within thirty (30) days of receiving the Certificate of Completion from the Department, request the negotiation and provision of a Covenant Not to Sue for the Site, as described in Idaho Code § 39-7207. Negotiation and provision of the Covenant Not to Sue shall occur within thirty (30) days of CCDC's request unless extended upon written notice and reasonable cause by either Party. Such Covenant Not to Sue shall extend to any current or future owner or operator of

the Site who did not cause, aggravate, or contribute to the release or threatened release.

32. Any Covenant Not to Sue shall not apply to claims for a condition or the extent of a condition that:
 - a. Was present on the site involved in an approved and implemented Remediation Work Plan; and
 - b. Was not known to the Department at the time the Department issued the Certificate of Completion.
33. During CCDC's implementation of the approved Remediation Work Plan, the Department shall not, as provided by Idaho Code § 39-7207(7) and IDAPA 58.01.18.025, bring an action, including an administrative or judicial action, against CCDC for any liability for remediation relating to the release or threatened release of any hazardous substance or petroleum that is the subject of the Remediation Work Plan.

XVI. RESCISSION OF AGREEMENT OR THE COVENANT NOT TO SUE

34. In accordance with Idaho Code § 39-7208 and IDAPA 58.01.18.025.02, the Department may rescind the Agreement or the Covenant Not to Sue at any time if CCDC fails to substantially comply with the terms and conditions of the Agreement, the terms and conditions of the Covenant Not to Sue; or if a hazardous substance or petroleum release at the site becomes an imminent and substantial threat to human health or the environment. The Department agrees to meet with CCDC before rescinding the Agreement or Covenant Not to Sue under this provision to discuss the basis of the Department's determination and whether the Department's concerns may be addressed absent termination of the Agreement or Covenant Not to Sue.

XVII. MODIFICATION OF AGREEMENT OR WORK PLAN

35. No modification of this Agreement or the Remediation Work Plan shall be effective except upon mutual agreement of the Parties and in writing. Modification of the Remediation Work Plan may be subject to public notice and comment in accordance with IDAPA 58.01.18.022.05.
36. The Parties recognize that modification of this Agreement or the Remediation Work Plan may become necessary based on unanticipated site conditions. In such event, the Party that determines that additional work or other modification of the Agreement or Remediation Work Plan is necessary shall provide written notice of such determination to the other Party. The other Party shall respond to such notice in writing within ten (10) days of receipt or such other time as may be agreed to by the Parties. If the Parties agree on the modification to the

Agreement or Remediation Work Plan, the modification shall be in writing and the Agreement or Remediation Work Plan shall be deemed amended subject to public notice and comment if required by IDAPA 58.01.18.022.05.

XVIII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

37. CCDC shall, upon request, make the results of all sampling, including raw laboratory data, and/or tests or other data generated by CCDC or on CCDC's behalf regarding the Site, available to the Department. The Department shall, upon request, make available to CCDC the results of any sampling and/or tests or other data similarly generated by the Department.

XIX. ACCESS

38. CCDC shall provide authorized representatives of the Department access to the Site and other areas where work is to be performed at all reasonable times. The Department shall provide CCDC with twenty-four (24) hour advance notice of any required access not related to other scheduled activity on the Site, e.g. investigation, assessment and remedy implementation. If CCDC is not the legal owner of the Site, CCDC shall provide the Department documentation that the Site owner is aware of this agreement and has provided CCDC legal Site access. Access provided to the Department shall be related solely to the work being performed under the additional assessment work plan and Remediation Work Plan and may include, but not be limited to: inspecting records, operating logs and contracts related to the Site; reviewing the progress of CCDC in carrying out the terms of this Agreement; conducting such tests, inspections and sampling as the Department may deem necessary; using a camera, sound recording or other documentary type equipment for field activities; and verifying the data submitted to the Department by CCDC hereunder.
39. CCDC shall permit the Department's authorized representatives to inspect and copy all site records, including files, photographs, non-privileged documents, and other writings, including all sampling and monitoring data, which reasonably pertain to the work being performed under the additional assessment work plan and Remediation Work Plan and over which CCDC exercises control.
40. All persons with access to the Site pursuant to this Agreement shall comply with any site-specific health and safety plan(s) or requirements.
41. Nothing herein shall be construed as restricting the inspection or access authority of the Department under any law or regulation.

XX. OVERSIGHT COSTS

42. CCDC shall pay reasonable oversight costs incurred by the Department in connection with CCDC's application and participation in the Voluntary Cleanup Program.
43. The Department shall provide a quarterly accounting to CCDC of actual oversight costs incurred by the Department.
44. Costs incurred by the Department for oversight of voluntary remediation actions will be reimbursed in the following manner:
 - a. CCDC shall deposit two thousand five hundred dollars (\$2,500) with the Department.
 - b. The Department estimates the oversight of CCDC's voluntary remediation activities with a rate of sixty-three dollars (\$63.00) per hour. If additional funding is required for costs incurred in excess of the initial two thousand five hundred dollars (\$2,500) deposit, the Department will notify CCDC in advance and CCDC shall then deposit a successive deposit(s) in the amount of two thousand five hundred dollars (\$2,500).
 - c. The unused portion of any deposit(s) will be returned to CCDC within sixty (60) days of the date the Department issues a Certificate of Completion or written termination of this Agreement.
 - d. As set out in IDAPA 58.01.18.021.04, the Department's oversight costs shall include the Department's costs incurred after approval of CCDC's application, including, but not limited to, the review, processing, and negotiation of this Agreement; the review, processing, and approval of the additional assessment work plan and Remediation Work Plan; conducting public hearings and dissemination of public notices; oversight of work performed in accordance with the work plans; issuance of a Certificate of Completion; issuance of a Covenant Not to Sue; issuance of any other assurances to third parties; and administrative expenses associated with cost recovery activities.
 - e. Oversight deposits to be submitted to the Department should be sent to:

Accounts Receivable – Finance Office
Voluntary Cleanup Program
Idaho Department of Environmental Quality
1410 N. Hilton
Boise, ID 83706

XXI. DESIGNATED PROJECT COORDINATOR/NOTICE

45. On or before the effective date of this Agreement, each Party shall designate its own Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of this Agreement. To the maximum extent possible, all communications between CCDC and the Department shall be directed to the Project Coordinators in both written and electronic format, with copies to such other persons as the Department and CCDC may designate. Communications shall include, but are not limited to, all documents, reports, approvals, disapprovals, and other correspondence submitted under this Agreement.

The Parties have designated the following persons as Project Coordinators:

- a. Documents to be submitted to the Department should be sent to:

Derek Young, Voluntary Cleanup Program Manager
Idaho Department of Environmental Quality
1410 North Hilton
Boise, Idaho 83706
Telephone: (208) 373-0525
Email: derek.young@deq.idaho.gov

- b. Documents to be submitted to CCDC should be sent to:

Alexandra Monjar, Project Manager
Capital City Development Corporation
121 North 9th Street
Boise, ID 83702
Telephone: (208) 391-7305
Email: amonjar@ccdcboise.com

XXII. DISPUTE RESOLUTION

46. If CCDC objects to any Department notice or disapproval, addendum oversight, accounting or decision made pursuant to this Agreement, CCDC may notify the Department's Project Coordinator, in writing, of its objections within fourteen (14) days after receipt of the decision. The Department and CCDC then have an additional fourteen (14) days to reach agreement.

If no agreement is reached after fourteen (14) days (or such other period of time to which all Parties mutually agree) the Department shall notify CCDC in writing of the Department's decision on the matter. CCDC may request a determination by the Director of the Department. The Director's determination is the Department's final decision on the matter. Nothing in this Section precludes the Parties from agreeing to use other forms of alternative dispute resolution.

XXIII. RESERVATION OF RIGHTS

47. The Department and CCDC reserve all rights and defenses they may have pursuant to any available legal authority unless expressly waived herein.
48. Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity which the Parties may have against any person, firm, partnership or corporation, not a Party to this Agreement, for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances, hazardous waste, petroleum contaminants, or pollutants at, to or from the Site. The Parties to this Agreement expressly reserve all rights, claims, demands, and causes of action they have against any and all other persons and entities who are not Parties to this Agreement, and as to each other for matters not covered hereby.
49. CCDC reserves the right to seek contribution, indemnity, or any other available remedy against any person, other than the Department, found to be responsible or liable for contributions, indemnity, or otherwise for any amounts which have been or will be expended by CCDC in connection with this Site.

XXIV. QUALITY ASSURANCE

50. CCDC shall provide the Department Project Coordinator with a Quality Assurance Project Plan (QAPP) for review and Department approval, consistent with the Department's January 2017 Quality Management Plan, prior to the initiation of all sampling and analysis pursuant to this Agreement.

XXV. FORCE MAJEURE

51. CCDC shall cause all work or required reporting to be performed within the time limits set forth herein, unless performance is delayed by events which constitute a force majeure. For purposes of this Agreement, a force majeure is an event the Parties agree arises from circumstances beyond the reasonable control of CCDC which delays performance of any obligations required by this Agreement. Increases of costs shall not be considered an event of force majeure.
52. CCDC shall notify the Department by telephone call within three (3) calendar days and by written notice no later than seven (7) calendar days after any event which CCDC contends is a force majeure. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken or to be taken by CCDC to minimize the delay, and the timetable by which these measures will be implemented. CCDC shall have the burden of demonstrating that the event is a force majeure.

53. The decision of whether an event is a force majeure shall be made by the Department. The Department shall notify CCDC of its decision by telephone call to CCDC within two (2) calendar days after receiving CCDC's written notice. The Department shall confirm its decision by written notice to CCDC within seven (7) days of informing CCDC of the Department's decision by telephone.
54. If a delay is attributable to a force majeure, the time period for performance under this Agreement shall be extended, in writing, by the amount of time that is attributable to the event constituting the force majeure.

XXVI. COMPLIANCE WITH APPLICABLE LAWS

55. All work undertaken by CCDC pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and local laws, ordinances, and regulations.

XXVII. ENFORCEABILITY

56. This Agreement constitutes an enforceable contract between the Parties subject to the Department's right to rescind this Agreement as provided by Idaho Code § 39-7208 and IDAPA 58.01.18.021.05 and CCDC's right to terminate this Agreement as provided by Idaho Code § 39-7206(2)(b) and IDAPA 58.01.18.021.06.

XXVIII. EFFECTIVE DATE

57. The effective date of this Agreement shall be the date on which this Agreement is signed by the Director of the Department.

DATED this 25th day of September, 2023.

By: Jess Byrne
Jess Byrne, Director
Idaho Department of Environmental Quality

DATED this 20th day of SEPTEMBER, 2023.

By: John Brunelle
John Brunelle, Executive Director
Capital City Development Corporation

FOR CCDC OFFICE USE:
Fund: 303 Account: 5501
Activity Code: 22034
PO# 230099



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AGENDA BILL

Agenda Subject: Eisenman Road Pedestrian Improvements Project, reject all bids and procure construction services on the open market.		Date: December 11, 2023
Staff Contact: Kassi Brown Project Manager Kathy Wanner Contracts Manager		Attachments: A. Location Map – Eisenman Road B. Pedestrian Improvement Plans C. Resolution 1849
Action Requested: Adopt Resolution 1849 rejecting all bids for the Eisenman Road Pedestrian Improvements Project and authorizing procurement of contractor services on the open market.		

Background:

Eisenman Road is a primary north-south arterial connection between Gowen Road and Lake Hazel Road in the Gateway East Urban Renewal District. Much of the two-mile-long corridor is a two-lane, rural roadway serving a mix of industrial, commercial, and residential land uses. Currently there are no dedicated bike lanes, sidewalks, or stormwater facilities along much of the corridor.

In collaboration with the South Eisenman Neighborhood Association and the City of Boise, CCDC programmed funding to address the need for pedestrian facilities along the Blue Valley Mobile Home Park frontage to improve safety for pedestrians travelling between Blue Sage Lane and Blue Valley Lane, particularly for students requiring access to the school bus service.

In September 2021, CCDC engaged Civil Survey Consultants (CSC) to begin planning pedestrian and lighting improvements. In Spring 2022, the Agency installed three overhead lights at the intersections of Blue Valley Ln, Blue Lake Ln and Blue Sage Ln to improve nighttime visibility. CSC continued engineering efforts through 2022 to obtain ACHD permit to build the sidewalk improvements. CCDC received ACHD approval of final project plans in late summer 2023 and thereafter commenced with bidding.

Pedestrian improvements include a protected five-foot wide asphalt pathway along Eisenman Road, from E Blue Valley Lane to E Blue Sage Lane, with a new retaining wall at Five Mile Creek. This project will complete the pedestrian safety enhancements and connectivity desired by the community.

Procurement Process:

State law requires a formal, sealed bid process for public works construction projects exceeding \$200,000. The Agency advertised an Invitation to Bid for the Eisenman Road Pedestrian Improvements Project in the *Idaho Statesman* newspaper on October 25 and November 1, 2023. Unfortunately, the two (2) bids received by the November 15 deadline exceeded the Agency's budget for the project.

Idaho Code § 67-2805(2)(a)(viii) gives the Agency Board discretion to reject all bids and after finding it to be a fact, to pass a resolution declaring that the project sought to be accomplished by the expenditure can be performed more economically by purchasing the goods and services on the open market. The Agency has evidence that there are public works contractors which can successfully complete the project, for significantly less than responsive bids received, making it more economical to obtain such services on the open market. If the Agency is successful in negotiating a contract, approval of that public works construction contract will be sought at a future public Board Meeting.

Fiscal Notes:

Rejecting the bid results and authorizing the Agency to seek services on the open market has no fiscal impact on the FY2024 budget. The Agency will seek approval for construction services at a future board meeting.

Recommendation:

It is recommended that the Agency Board reject all bids in accordance with Idaho Code § 67-2805(2)(a)(viii) and procure the services necessary for the commencement and completion of the Project on the open market.

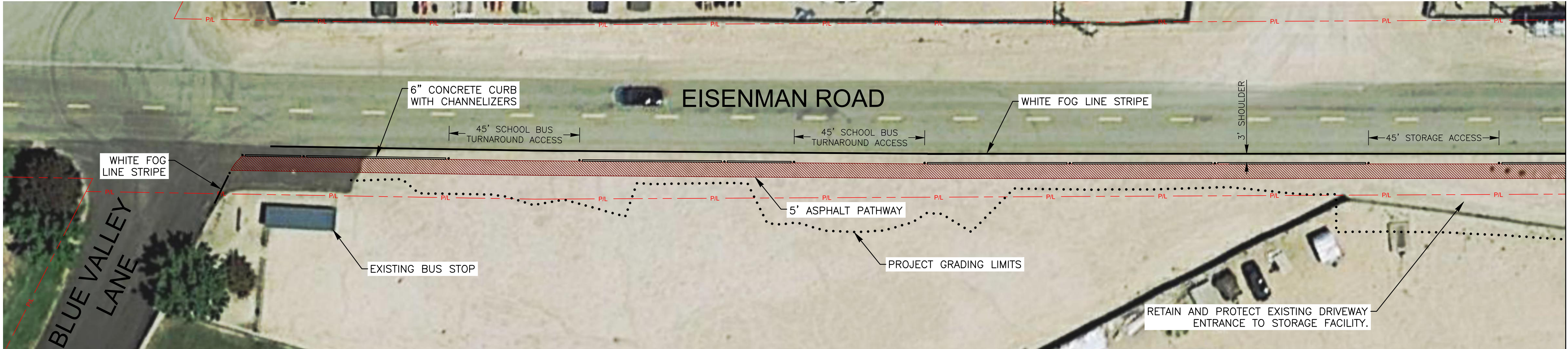
Suggested Motion:

I move to adopt Resolution 1849 rejecting all bids for the Eisenman Road Pedestrian Improvements Project and authorizing procurement of contractor services on the open market.

**Attachment A – Reso 1849
Location Map**



**Attachment B – Reso 1849
Pedestrian Improvement Plans**



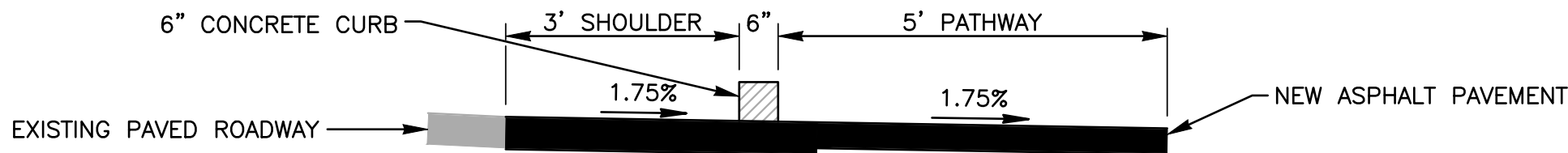
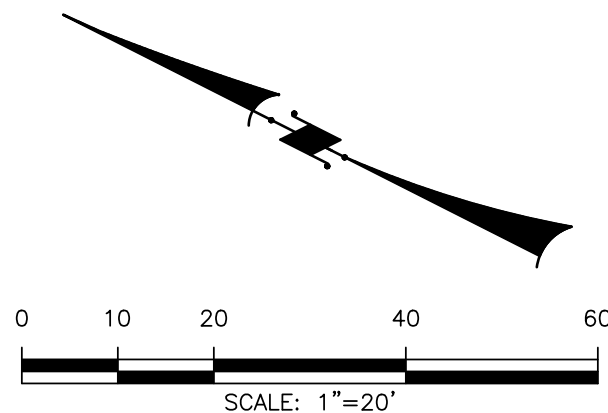
MATCH LINE – SEE BELOW



MATCH LINE – SEE SHEET 2

LEGEND

- P/L — EXISTING PROPERTY LINE
- ▨ 5' WIDE ASPHALT PATHWAY
- RETAINING WALL AT FIVE MILE CREEK
- WHITE PAVEMENT STRIPE
- — CONCRETE CURB WITH CHANNELIZERS



PAVED SHOULDER AND PEDESTRIAN PATHWAY

SCALE: 1"=10'

EXHIBIT

PROJECT NO.	22018
DESIGNED	CJP/JUP
DRAWN	JUP
CHECKED	CJP
APPROVED	

DATE	
REVISIONS	
ITEM	

CIVIL SURVEY CONSULTANTS, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

2893 S. MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208)888-4312

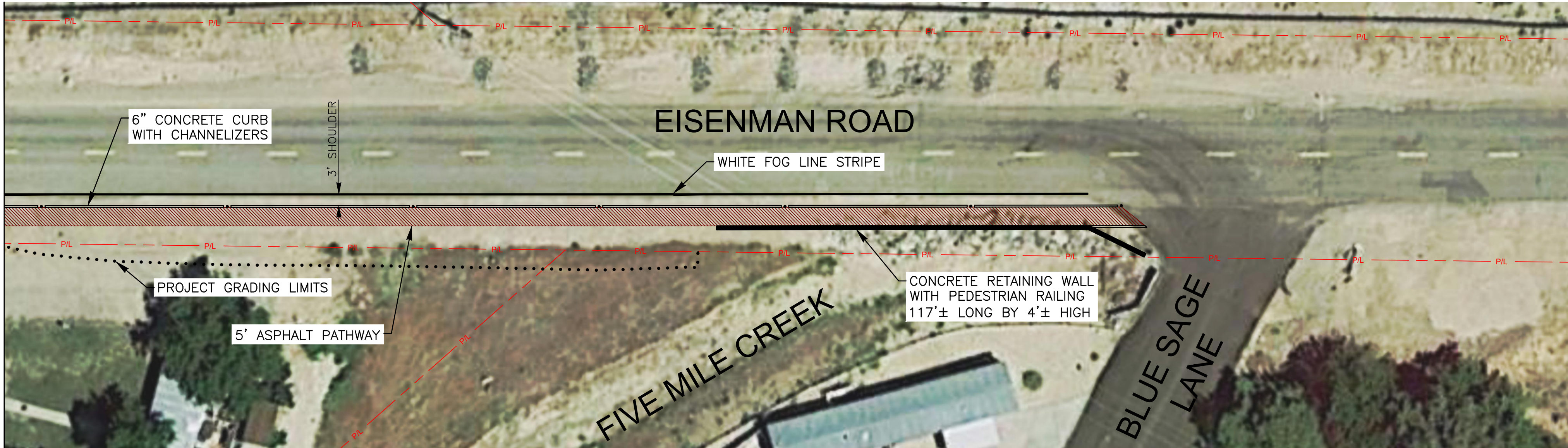
CAPITAL CITY
DEVELOPMENT CORPORATION

EISENMAN ROAD INTERIM IMPROVEMENTS

APPROVED PATHWAY PLAN EXHIBIT

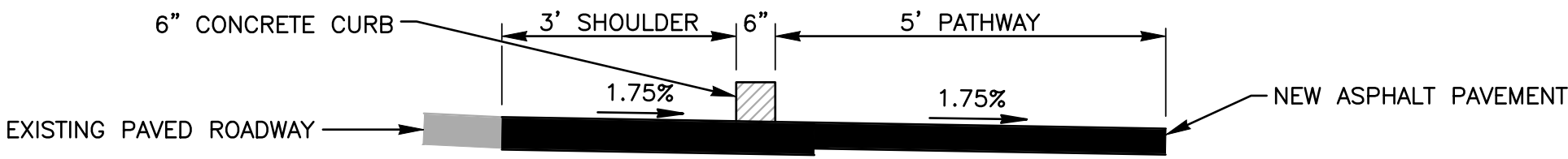
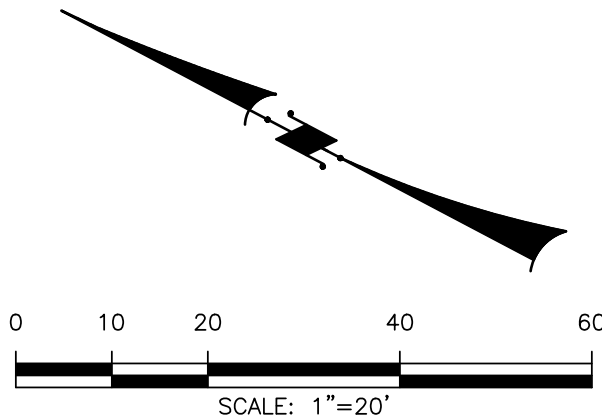
DATE: OCTOBER 2023
DRAWING: DESIGN.DWG
JOB NO: 22018

MATCH LINE – SEE SHEET 1



LEGEND

- EXISTING PROPERTY LINE
- 5' WIDE ASPHALT PATHWAY
- RETAINING WALL AT FIVE MILE CREEK
- WHITE PAVEMENT STRIPE
- CONCRETE CURB WITH CHANNELIZERS



PAVED SHOULDER AND PEDESTRIAN PATHWAY

SCALE: 1"=10'

CIVIL SURVEY CONSULTANTS, INC.
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CAPITAL CITY
DEVELOPMENT CORPORATION
EISENMAN ROAD INTERIM IMPROVEMENTS
APPROVED PATHWAY PLAN EXHIBIT

DATE: OCTOBER 2023
DRAWING: DESIGN.DWG
JOB NO: 22018

REVISIONS		PROJECT NO.
DATE	ITEM	22018
		DESIGNED
		CIP/JUP
		DRAWN
		JUP
		CHECKED
		CIP
		APPROVED

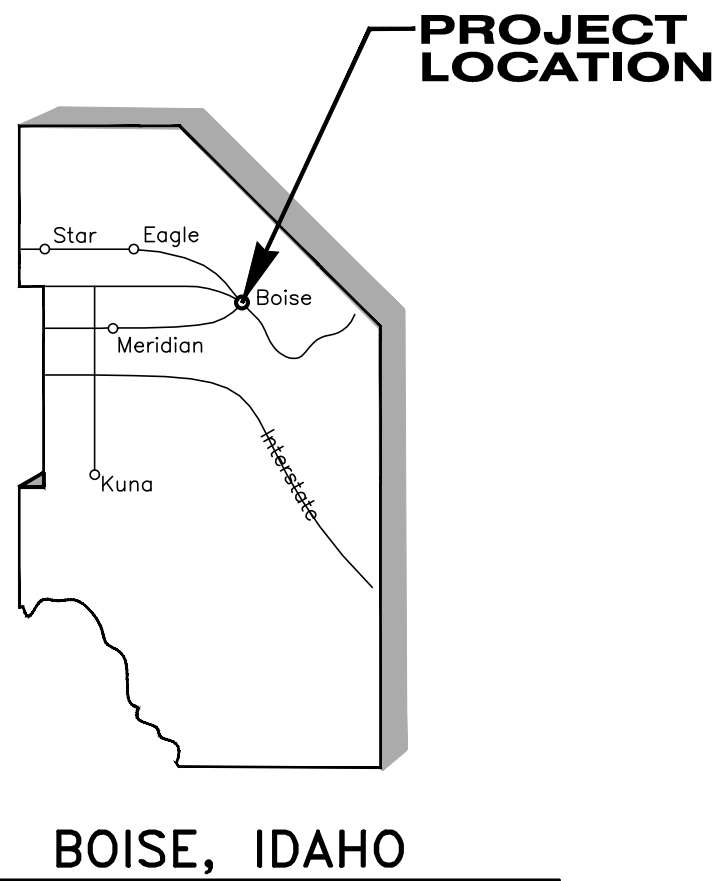
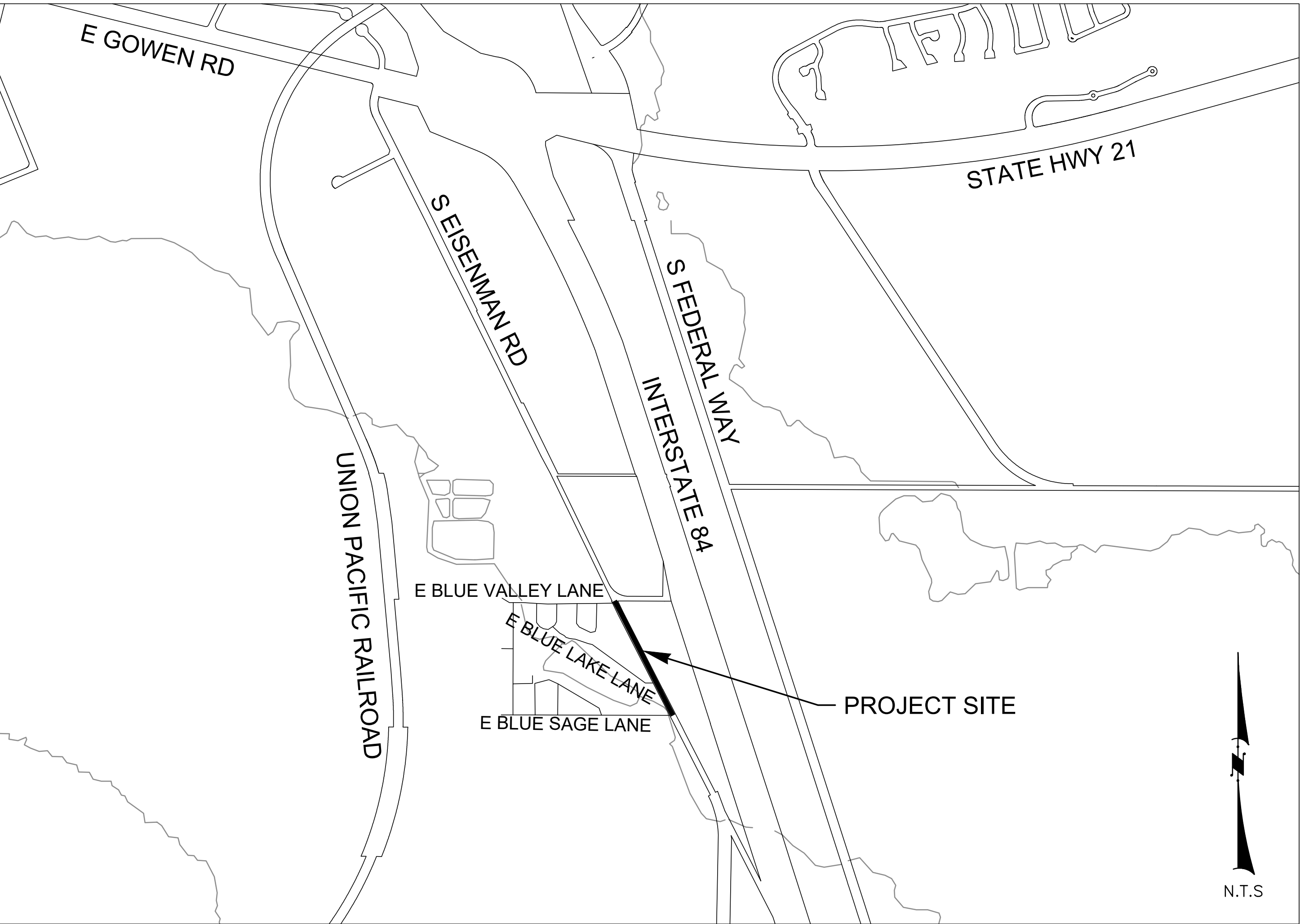
CAPITAL CITY DEVELOPMENT CORPORATION CONSTRUCTION PLANS

FOR EISENMAN ROAD PEDESTRIAN FACILITIES JULY 2023

LEGEND

(See Standards For Specifics)

2+00	3+00
Control Line	
Existing Edge of Pavement or Gravel	
Existing 12" CMP Drain or Irrigation Pipe	
Existing Ditch or Flow line	
Existing Property Line	
Existing Fence & Gate	
Existing Slope	
Existing Curb & Gutter	
Existing Concrete Sidewalk	
Existing Curb, Gutter, Sidewalk & Approach	
Existing Utility Line With Initial	
Water Valve or Meter	
Gas Valve or Meter	
Fire Hydrant	
Signal Pole	
Light Pole	
Utility Pole With Anchor	
Sign, Stop/Street Sign and Mailbox	
Existing & New Manholes	
Existing & New Catch Basin	
Existing & New Irrigation Box	
Deciduous & Evergreen Tree	
Deciduous & Evergreen Bushes	
Existing Building	
River, Creek, or Canal	
Revision Note	
Construction Note	
Bench Mark & Monument	
Section & 1/4 Section Corner	
New Extruded Curb	
New Retaining Wall	
New 4" White Stripe	
Limits of Cut Slope	
Limits of Fill Slope	
New Asphalt Path	
New Asphalt Shoulder	
Sod Repair	
Asphalt Repair	
Gravel Repair	



SHEET INDEX

1. TITLE SHEET
2. TYPICAL SECTIONS, DETAILS & NOTES
- 3.-5. PATHWAY PLAN & PROFILE
6. RETAINING WALL PLAN & PROFILE
7. RETAINING WALL NOTES & DETAILS
- 8.-9. RETAINING WALL RAILING NOTES & DETAILS

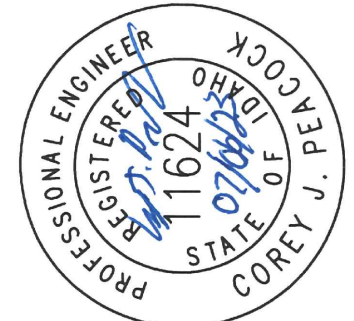


CLIENT:
CAPITAL CITY DEVELOPMENT CORPORATION
CONTACT: KASSI BROWN
121 N. 9TH STREET, SUITE #501
BOISE, IDAHO 83702
(208)384-4264

Plans Are Accepted For Public
Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY *[Signature]* DATE 08/10/2023
ADA COUNTY HIGHWAY DISTRICT



PROJECT NO.	22018
DESIGNED	CJP/JUP
DRAWN	JUP
CHECKED	CJP
APPROVED	
DATE	
REVISIONS	
ITEM	

CIVIL SURVEY CONSULTANTS, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

2893 S. MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208)888-4312

CAPITAL CITY
DEVELOPMENT CORPORATION
EISENMAN ROAD PEDESTRIAN FACILITIES

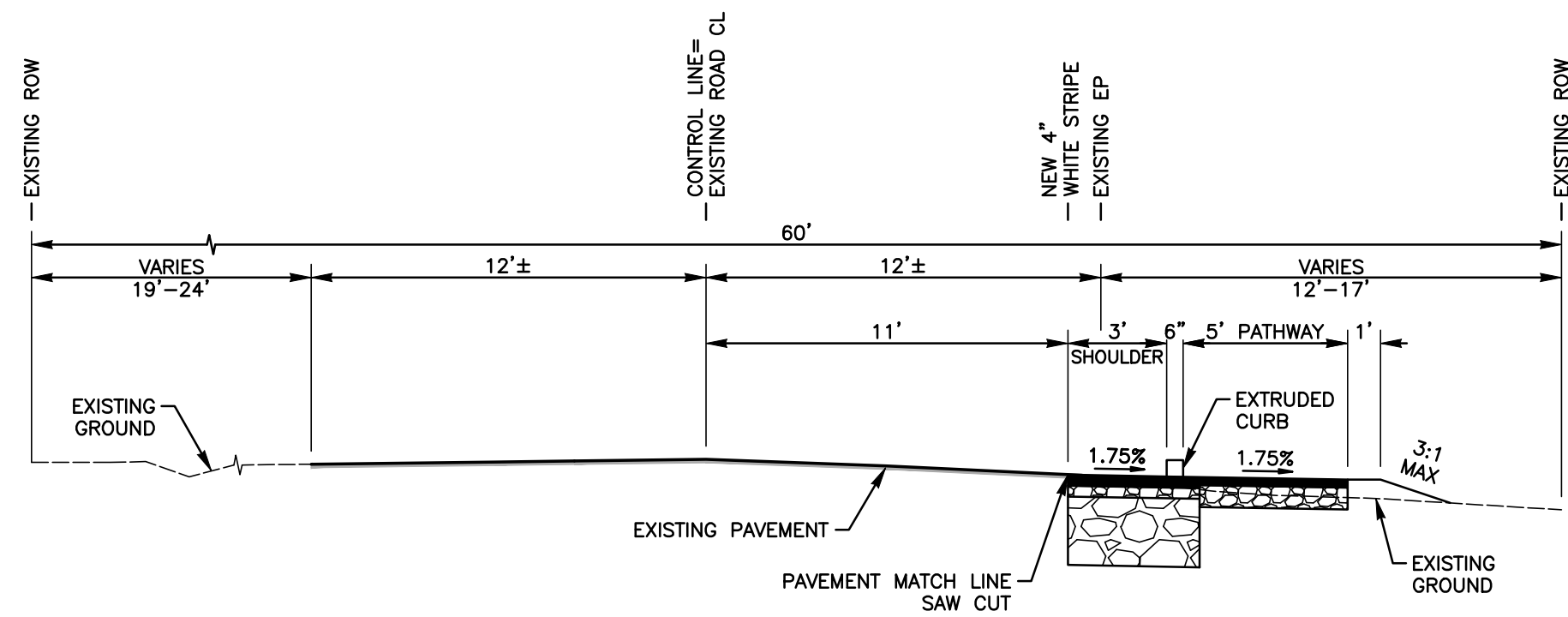
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DATE: JULY 2023
DRAWING: SHEET01.DWG
JOB NO: 22018

SHEET 1 OF 9

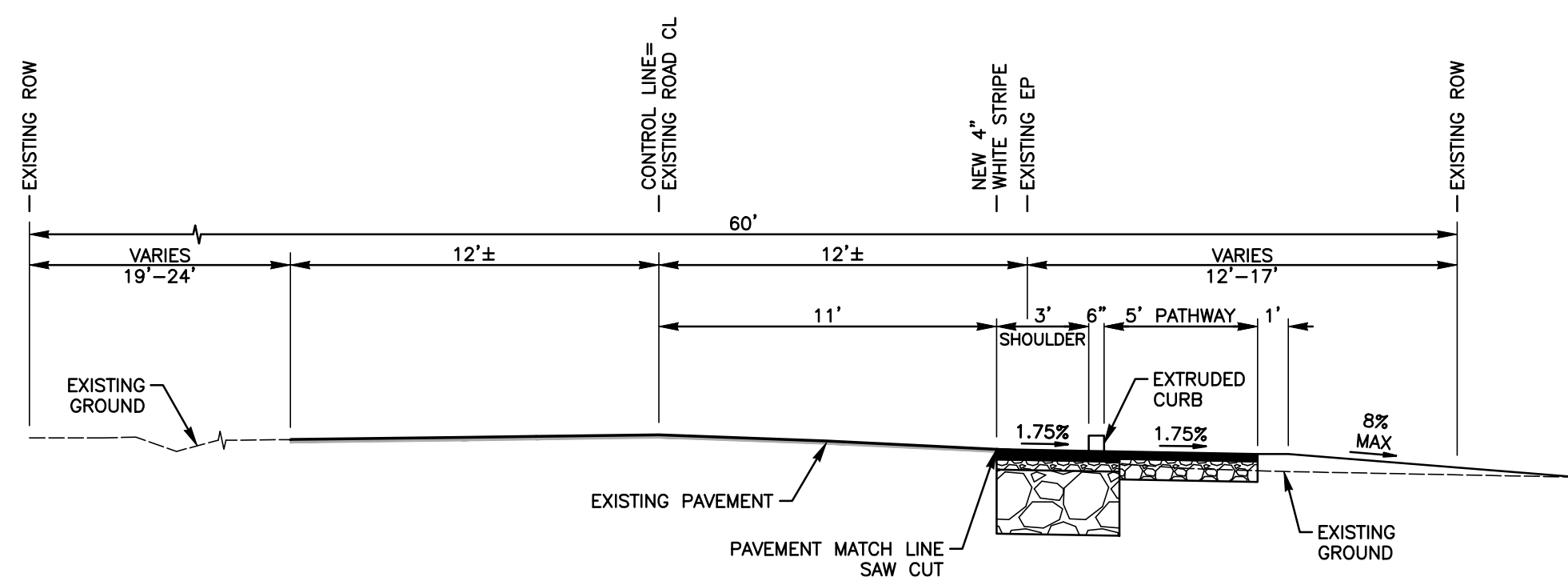


NOTE: COORDINATES SHOWN WERE ESTABLISHED FROM THE NAD 83 IDAHO STATE PLANE MODIFIED TO THE ADA COUNTY LOCAL GIS COORDINATES. ALL ELEVATIONS ARE BASED ON THE NAVD 88 DATUM. CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AN IDAHO P.L.S. REFERENCE AND REPLACE ALL DISTURBED LAND MONUMENTS.



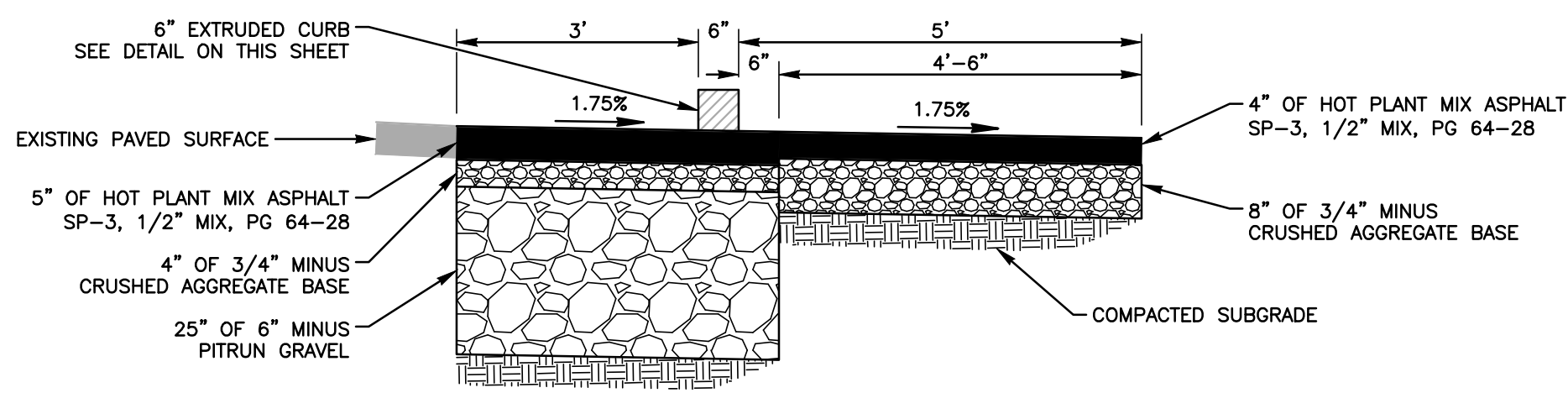
TYPICAL SECTION
STATIONS 21+60 TO 22+19, 22+96 TO 23+38, 24+15 TO 25+40.84,
26+58.65 TO 30+52.72, 30+90.13 TO 33+11.62

SCALE: 1"=5'



TYPICAL SECTION
STATIONS 22+19 TO 22+96, 23+38 TO 24+15

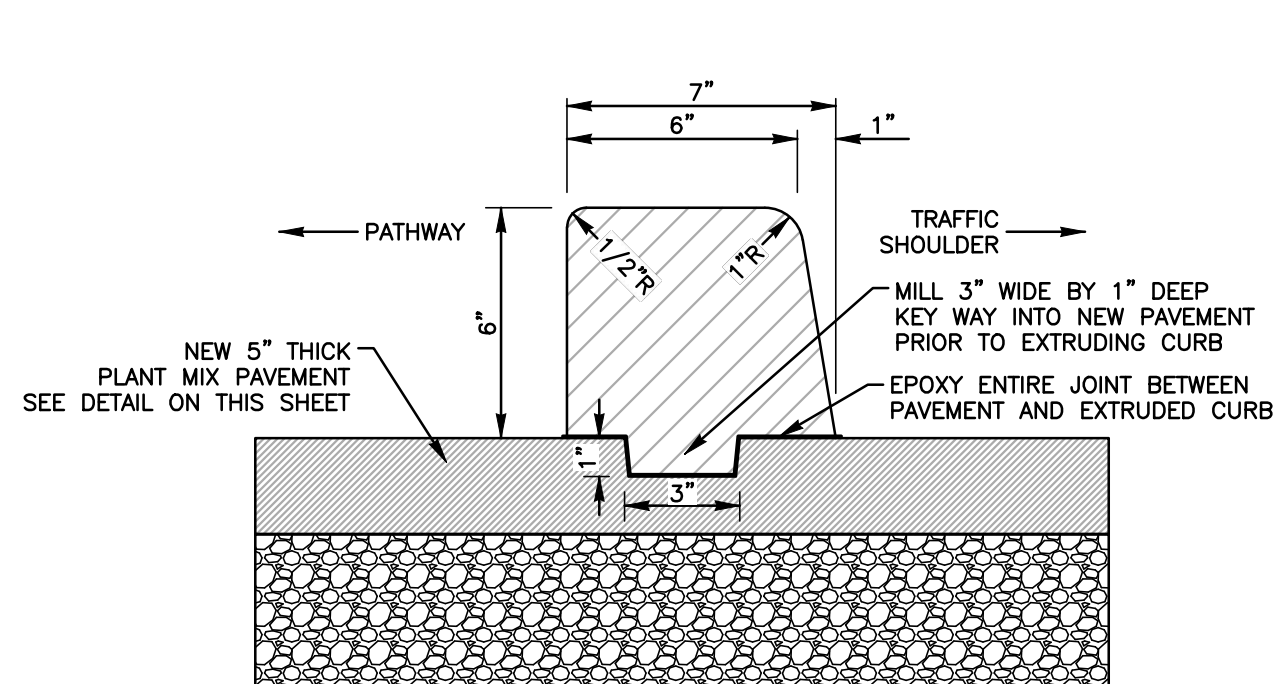
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PAVED SHOULDER AND PEDESTRIAN PATHWAY

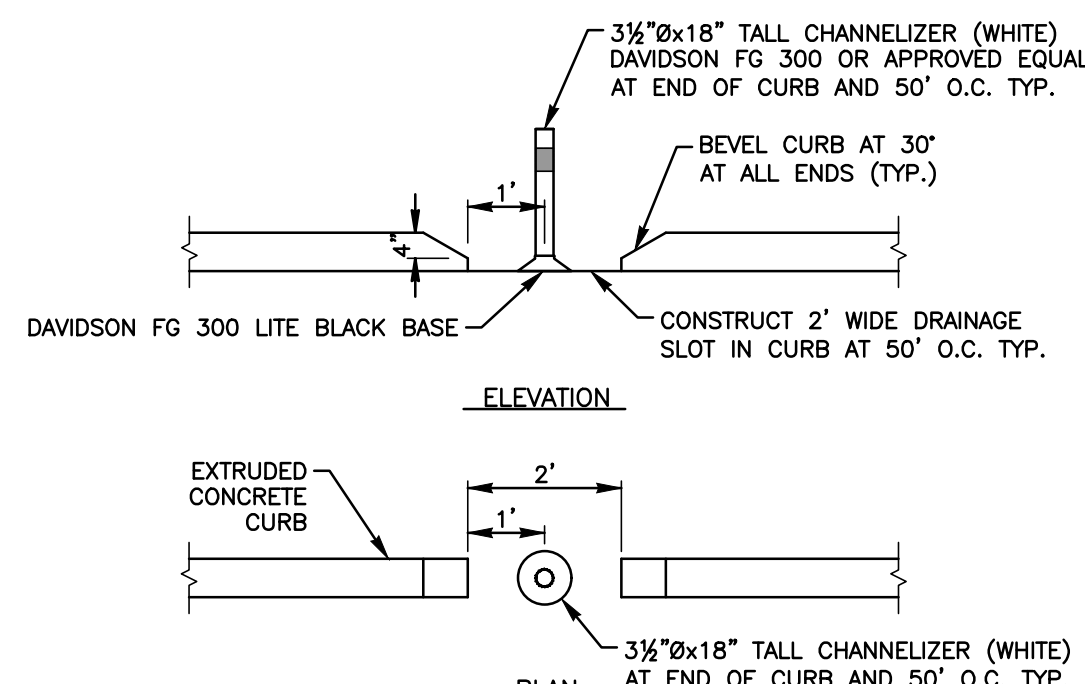
SCALE: 1"=2'

NOTE: THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS DO NOT ALLOW FOR PATHWAY GROSS SLOPES THAT EXCEED 2.0%. NO TOLERANCES WILL BE ALLOWED.



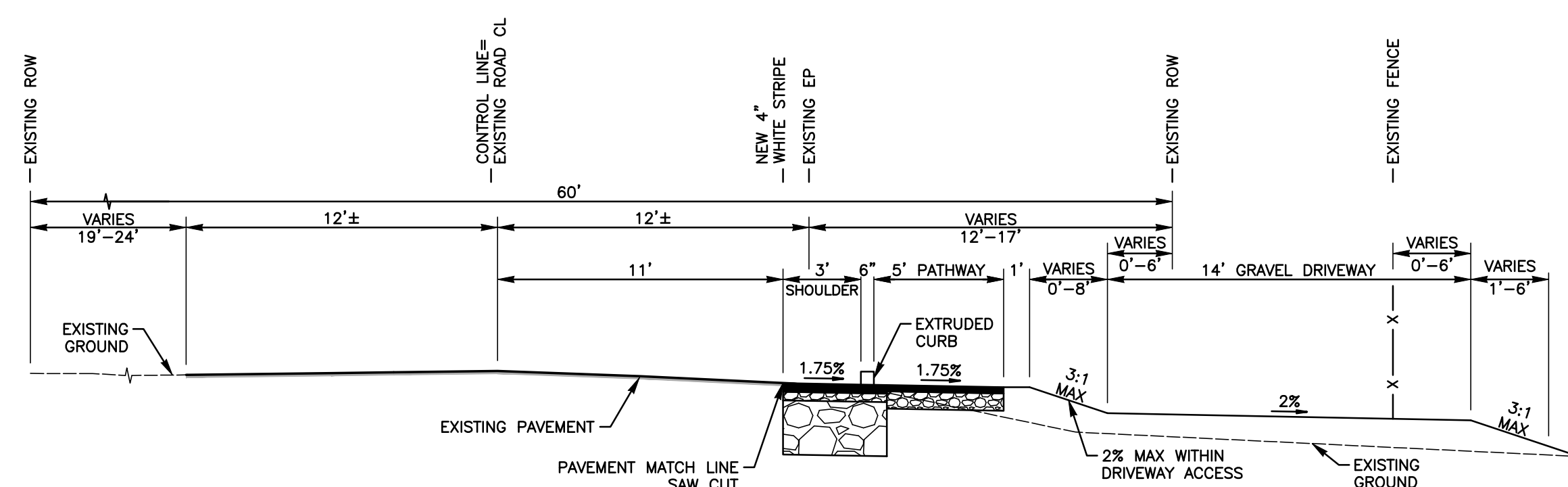
EXTRUDED CONCRETE CURB

SCALE: NONE



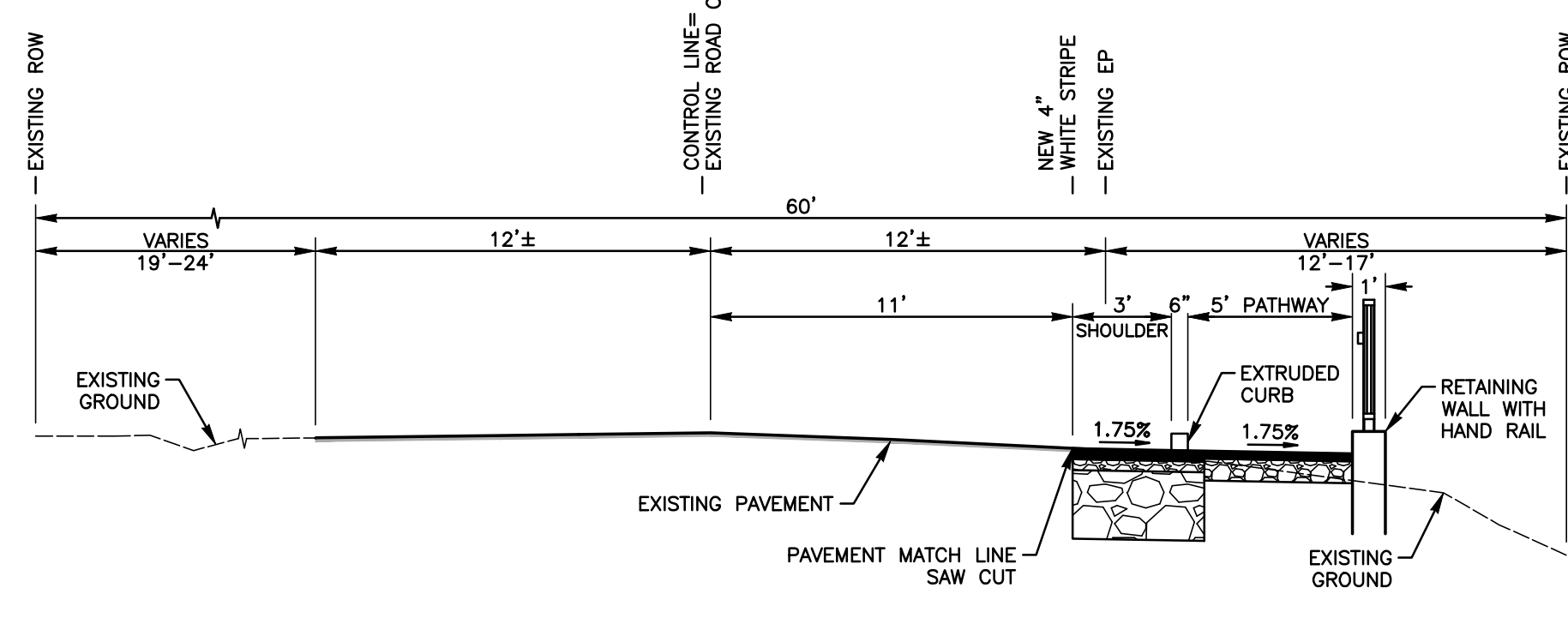
CHANNELIZER AT CURB CUT DETAIL

SCALE: NONE



TYPICAL SECTION
STATION 25+40.84 TO 26+58.65

SCALE: 1"=5'



TYPICAL SECTION
STATION 33+11.62 TO 34+26.79

SCALE: 1"=5'

NOTE: 6" VERTICAL CURB BEHIND PATHWAY STARTING AT STATION 34+11.74. RETAINING WALL VARIES BETWEEN 0 AND 7 FEET BEHIND PATHWAY STARTING AT 34+11.74.

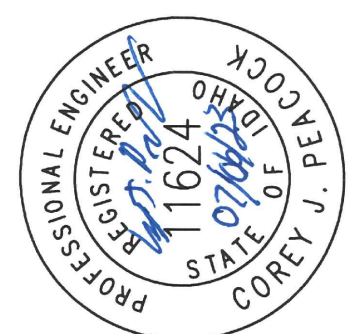
GENERAL NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC) AND THE REQUIREMENTS OF THE ADA COUNTY HIGHWAY DISTRICT (ACHD).
- ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE REQUIRED TO ATTEND A PRECONSTRUCTION MEETING PRIOR TO STARTING WORK.
- ALL CONTRACTORS AND SUBCONTRACTORS WORKING WITHIN THE PROJECT ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
- ALL MATERIALS FURNISHED ON OR FOR THE PROJECT SHALL MEET THE MINIMUM REQUIREMENTS OF THE ISPMC AND ACHD, OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTALS SHOWING COMPLIANCE, TO THE PROJECT OWNER FOR APPROVAL PRIOR TO STARTING WORK.
- CONTRACTOR SHALL PROVIDE TESTING OF ALL MATERIALS BY AN INDEPENDENT THIRD-PARTY TESTING FIRM. A COPY OF ALL TEST RESULTS SHALL BE PROVIDED TO PROJECT OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THE CLEAN WATER ACT AS IT RELATES TO STORM WATER RUNOFF FROM CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL PREPARE AND FILE ALL NOI'S AND STORM WATER POLLUTION PREVENTION PLANS AS REQUIRED FOR THE PROJECT.
- THE LOCATION OF EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGES WHICH ARE THE RESULT OF THEIR FAILURE TO LOCATE AND PROTECT ALL EXISTING UTILITIES. THE CONTRACTOR SHALL CALL DIG LINE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION FOR UTILITY LOCATIONS.
- ALL CONTRACTORS WORKING WITHIN THE PUBLIC ROAD RIGHT-OF-WAY ARE REQUIRED TO SECURE A RIGHT-OF-WAY CONSTRUCTION PERMIT FROM ACHD AT LEAST 24 HOURS PRIOR TO ANY CONSTRUCTION.
- ACHD WILL INSPECT ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY TO INCLUDE UTILITY TRENCHES ABOVE THE PIPE ZONE.
- THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY AND STANDARDS IN EFFECT AT THE TIME OF PREPARATION. THE ENGINEER ACKNOWLEDGES THAT ACHD ASSUMES NO LIABILITY FOR ERRORS OR DEFICIENCIES IN THE DESIGN. ALL VARIANCES FROM ACHD POLICY SHALL BE APPROVED IN WRITING.

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY *MW* DATE: 08/10/2023
ADA COUNTY HIGHWAY DISTRICT



PROJECT NO.	22018
DESIGNED	CJP/JUP
DRAWN	JUP
CHECKED	CJP
APPROVED	

CIVIL SURVEY CONSULTANTS, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

2893 S. MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208)888-4312

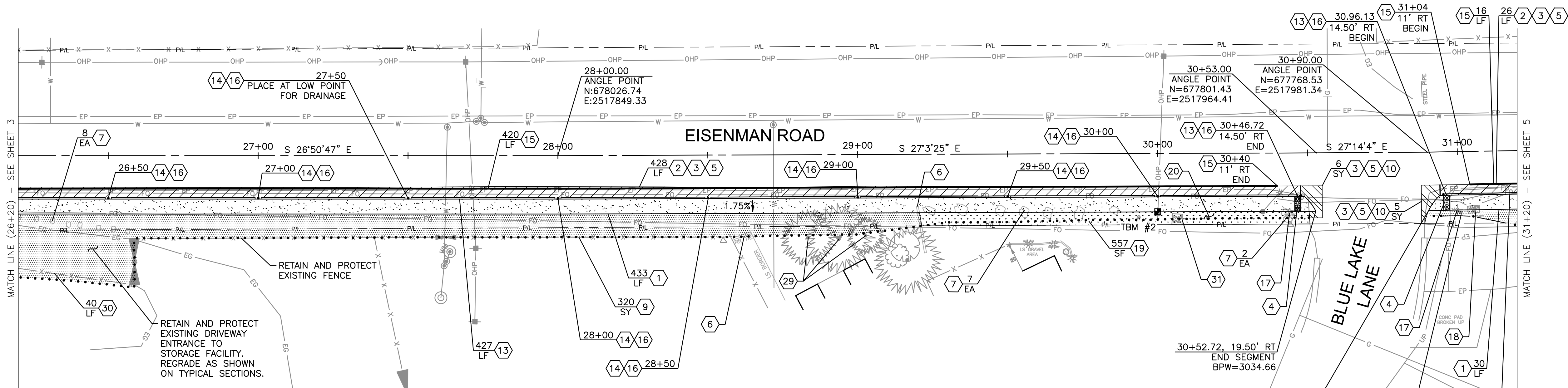
CAPITAL CITY
DEVELOPMENT CORPORATION

EISENMAN ROAD PEDESTRIAN FACILITIES

TYPICAL SECTIONS, DETAILS & NOTES

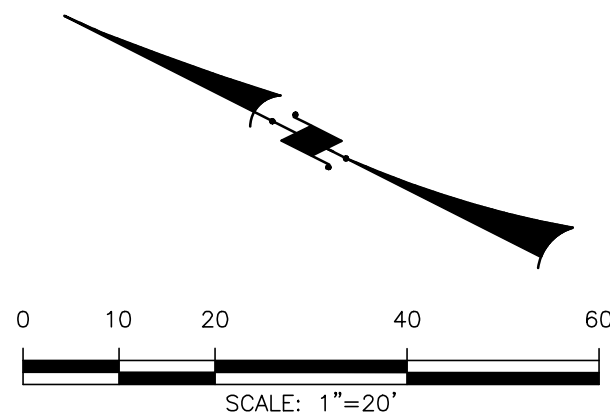
DATE: JULY 2023
DRAWING: SHEET02.DWG
JOB NO: 22018

SHEET 2 OF 9



NOTES

- 5' ASPHALT PEDESTRIAN PATHWAY PER DETAIL ON SHEET 2.
- 3' ASPHALT SHOULDER PER DETAIL ON SHEET 2.
- MATCH EXISTING.
- DETECTABLE WARNING DOMES PER SD-712 (ACHD SUPP. TO ISPMC), INCIDENTAL TO PROJECT.
- SAW CUT NEAT MATCH LINE, INCIDENTAL TO PROJECT.
- RELOCATE RAILROAD TIE ON PROPERTY PER PROPERTY OWNER, ITEM 201.4.1.C.1.
- RELOCATE ROCKS ON PROPERTY PER PROPERTY OWNER, ITEM 201.4.1.C.1.
- TYPE C SURFACE RESTORATION (GRAVEL), ITEM 307.4.1.E.1.
- TYPE P SURFACE RESTORATION (ASPHALT) PER SD-303 (ACHD SUPP. TO ISPMC) AND PAVED SHOULDER DETAIL ON SHEET 2, ITEM 307.4.1.G.1.
- EXTRUDED CONCRETE CURB PER DETAIL ON SHEET 2, ITEM 706.4.1.A.13.
- 2' CURB CUT PER DETAIL ON SHEET 2, INCIDENTAL TO ITEM 706.4.1.A.13.
- 4" WHITE PAVEMENT LINE PAINT, ITEM 1104.4.1.A.1.
- CHANNELIZER (WHITE) PER DETAIL ON SHEET 2, ITEM 1104.4.1.C.1.
- RELOCATE ROADSIDE SIGN OUTSIDE OF PATHWAY, INCIDENTAL TO PROJECT.
- ADJUST UTILITY BOX TO GRADE, ITEM 2030.4.1.D.1.
- LAWN SOD RESTORATION, ITEM SP-1.
- SPRINKLER SYSTEM REPAIR OR ADJUSTMENT, ITEM SP-2.
- TRIM EXISTING TREE OR BUSH, ITEM 201.4.1.C.1.
- REMOVE AND RESET FENCE, ITEM 2040.4.1.A.1.
- RETAIN AND PROTECT EXISTING TRANSFORMER PAD, INCIDENTAL TO PROJECT.

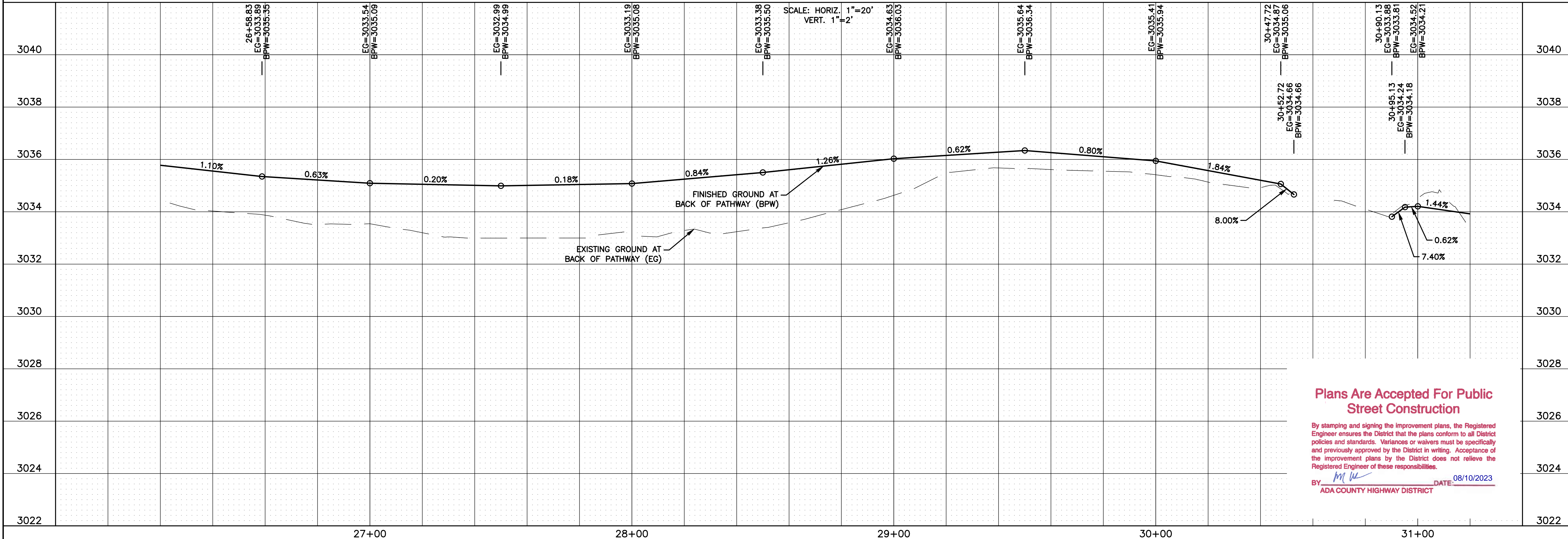


NOTE: STATIONING IS ALONG CENTER OF ROADWAY (DOUBLE YELLOW STRIPE).

BENCHMARKS

TBM #2 - NAIL AT E. FACE OF POWER POLE
STA. 30+00.01, 19.43' RT
ELEV.=3036.39
DATUM: NAVD 88

*CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AT ROADWAY INTERSECTIONS. ADJUST TYPE P SURFACE (ASPHALT) RESTORATION LIMITS IF NECESSARY TO MAINTAIN DRAINAGE PATTERNS.



Plans Are Accepted For Public Street Construction

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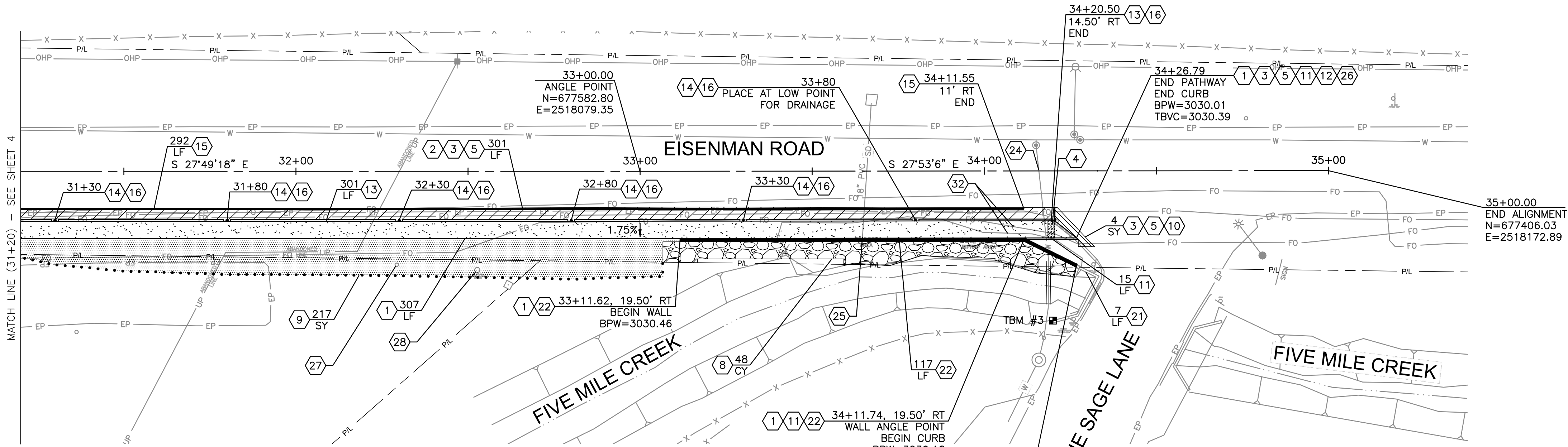
BY: *M. W.* DATE: 08/10/2023
ADA COUNTY HIGHWAY DISTRICT

CIVIL SURVEY CONSULTANTS, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

2893 S. MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208)888-4312

CAPITAL CITY
DEVELOPMENT CORPORATION
EISENMAN ROAD PEDESTRIAN FACILITIES
PATHWAY PLAN & PROFILE

DATE: JULY 2023
DRAWING: DESIGN.DWG
JOB NO: 22018



- NOTES
- 1

5' ASPHALT PEDESTRIAN PATHWAY PER DETAIL ON SHEET 2.

2

3' ASPHALT SHOULDER PER DETAIL ON SHEET 2.
- 3
- MATCH EXISTING.

4

5

8

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14

15

4" WHITE PAVEMENT LINE PAINT, ITEM 1104.4.1.A.1.

16

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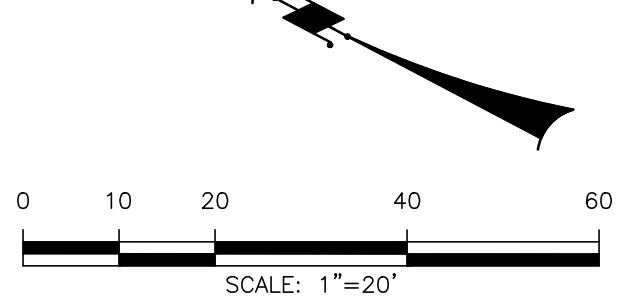
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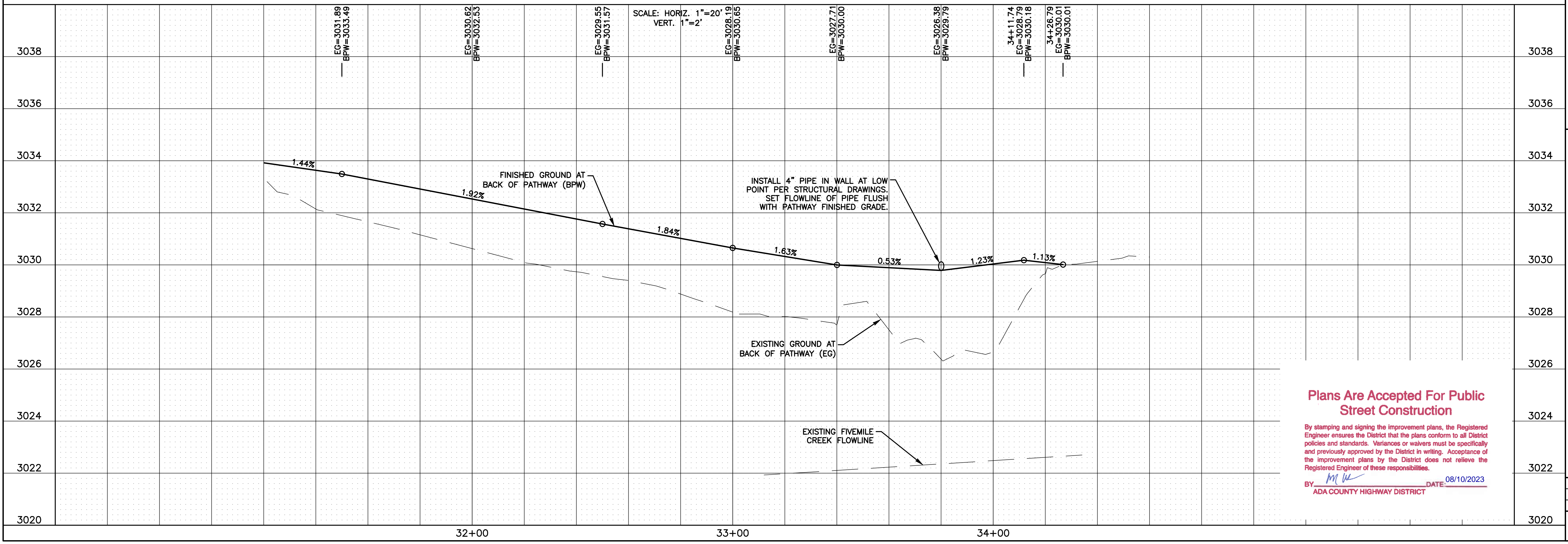


NOTE: STATIONING IS ALONG CENTER OF ROADWAY (DOUBLE YELLOW STRIPE).

BENCHMARKS

TBM #3 - CHISELED BOX AT N.E. WINGWALL CORNER
STA. 34+19.89, 43.53' RT
ELEV.=3028.99
DATUM: NAVD 88

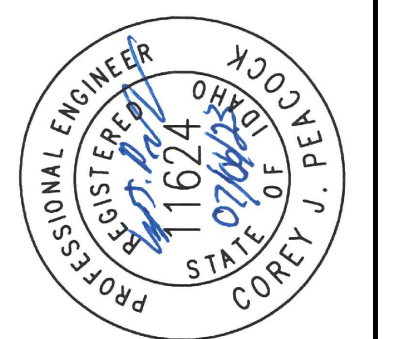
*CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AT ROADWAY INTERSECTIONS. ADJUST TYPE P SURFACE (ASPHALT) RESTORATION LIMITS IF NECESSARY TO MAINTAIN DRAINAGE PATTERNS.



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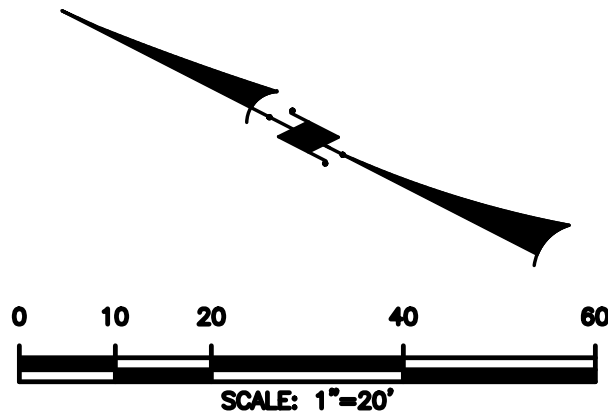
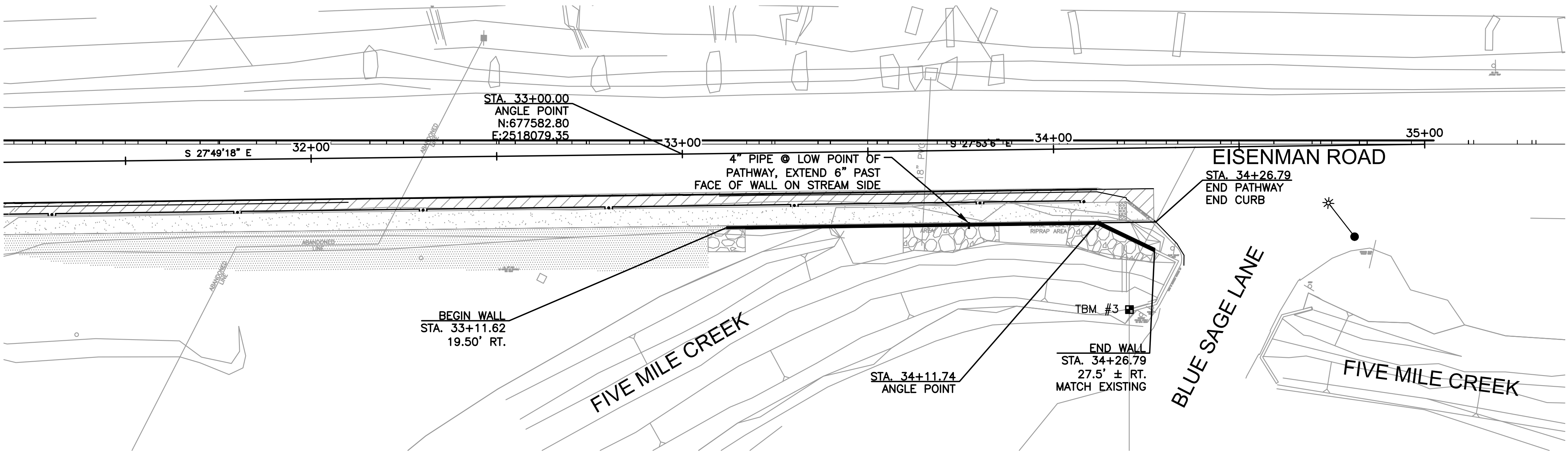
BY: [Signature] DATE: 08/10/2023
ADA COUNTY HIGHWAY DISTRICT



PROJECT NO.	22018
DESIGNED	CJP/JUP
DRAWN	JUP
CHECKED	CJP
APPROVED	
DATE	
REVISIONS	
ITEM	

CIVIL SURVEY CONSULTANTS, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
2893 S. MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208)888-4312

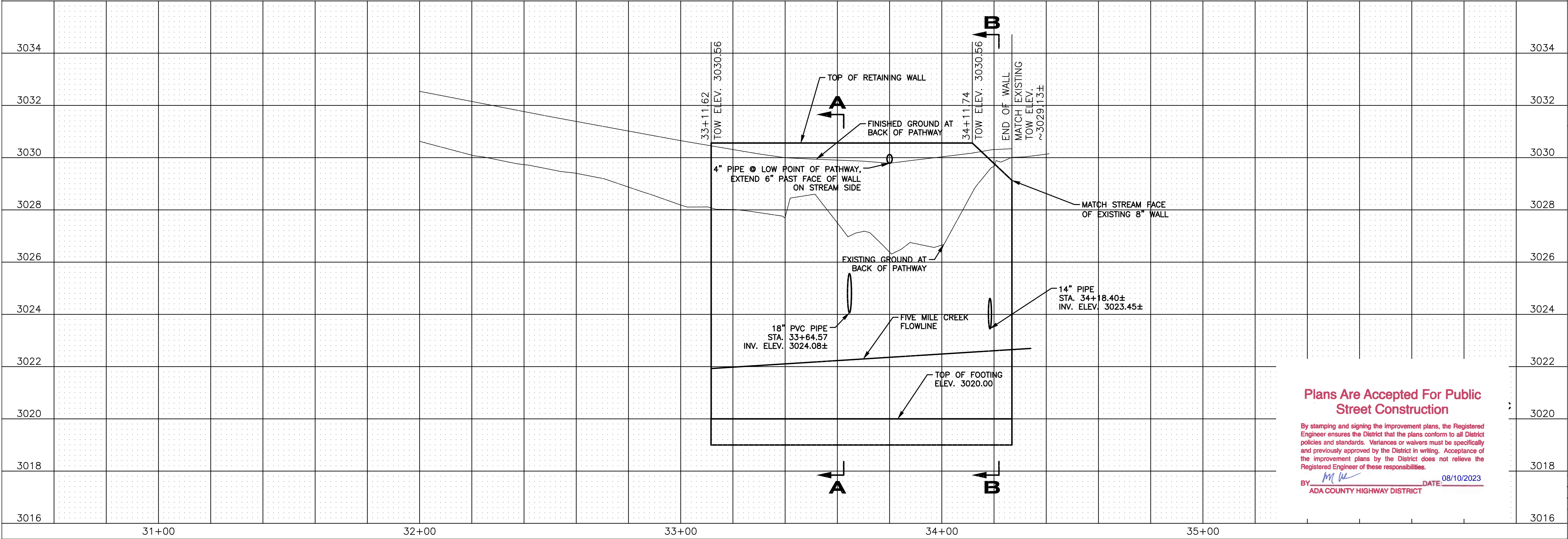
CAPITAL CITY
DEVELOPMENT CORPORATION
EISENMAN ROAD PEDESTRIAN FACILITIES
PATHWAY PLAN & PROFILE



NOTE: STATIONING IS ALONG CENTER OF ROADWAY (DOUBLE YELLOW STRIPE).

BENCHMARKS

TBM #3 - CHISELED BOX AT N.E. WINGWALL CORNER
STA. 34+19.89, 43.53' RT
ELEV.=3028.99
DATUM: NAVD 88



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BY M. W. DATE 08/10/2023
ADA COUNTY HIGHWAY DISTRICT



PROJECT NO.	22018
DESIGNED	
CIP/ASH	
DRAWN	
JUP	
CHECKED	
APPROVED	

ELITE EDGE ENGINEERS

CAPITAL CITY
DEVELOPMENT CORPORATION

EISENMAN ROAD PEDESTRIAN FACILITIES

RETAINING WALL PLAN & PROFILE

12324 W. LANKTREE GULCH ROAD
STAR, IDAHO 83689
(208)429-1960

DATE: MAY 2023
DRAWING: WALL_DESIGN.DWG
JOB NO: 22018

GENERAL NOTES

CONSTRUCTION SPECIFICATIONS

MATERIALS, CONSTRUCTION AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE ISPMC (IDAHO STANDARDS FOR PUBLIC CONSTRUCTION), LATEST EDITION INCLUDING SUPPLEMENTS. ANY EXCEPTIONS ARE NOTED IN THE SPECIAL PROVISIONS OR CONSTRUCTION DRAWINGS.

MATERIAL
ALL CONCRETE SHALL BE CLASS 40A PER SECTION 700 OF ISPWC STANDARDS.

CONSTRUCTION JOINTS ARE PERMITTED ONLY WHERE SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER.

BACKFILL OF THE STRUCTURE SHALL NOT BE MORE THAN 2 FEET DIFFERENCE IN ELEVATION FROM ONE SIDE OF THE STRUCTURE TO THE OTHER.

PLAN DIMENSIONS AND ELEVATIONS
ALL EXPOSED CORNERS OF POURED CONCRETE SHALL HAVE A 1 1/2" CHAMFER.

REINFORCING STEEL DIMENSIONS ARE MEASURED FROM CENTERLINE OF BAR
UNLESS OTHERWISE NOTED.

REINFORCING STEEL CLEARANCE FROM THE OUTSIDE FACE OF CONCRETE SHALL BE 2" UNLESS OTHERWISE NOTED.

REINFORCING STEEL SPLICE LENGTHS SHALL BE IN ACCORDANCE WITH AASHTO SPECIFICATIONS.

INCIDENTAL ITEMS
ALL ITEMS SHOWN OR NOTED ON PLANS WHICH ARE NOT SPECIFICALLY BID ITEMS
ARE CONSIDERED INCIDENTAL ITEMS. THE COST OF FURNISHING AND INSTALLING
INCIDENTAL ITEMS WILL NOT BE PAID FOR SEPARATELY,

SHORING MAY BE REQUIRED TO MAINTAIN CONSTRUCTION WITHIN RIGHT OF WAY.
SHORING IS INCIDENTAL.

DESIGN SPECIFICATIONS
STRUCTURE DESIGNED IN ACCORDANCE WITH THE AASHTO "LFRD BRIDGE DESIGN
SPECIFICATIONS", 9TH EDITION, 2020.

DESIGN AND DETAILS IN ACCORDANCE WITH CURRENT ISPMC.

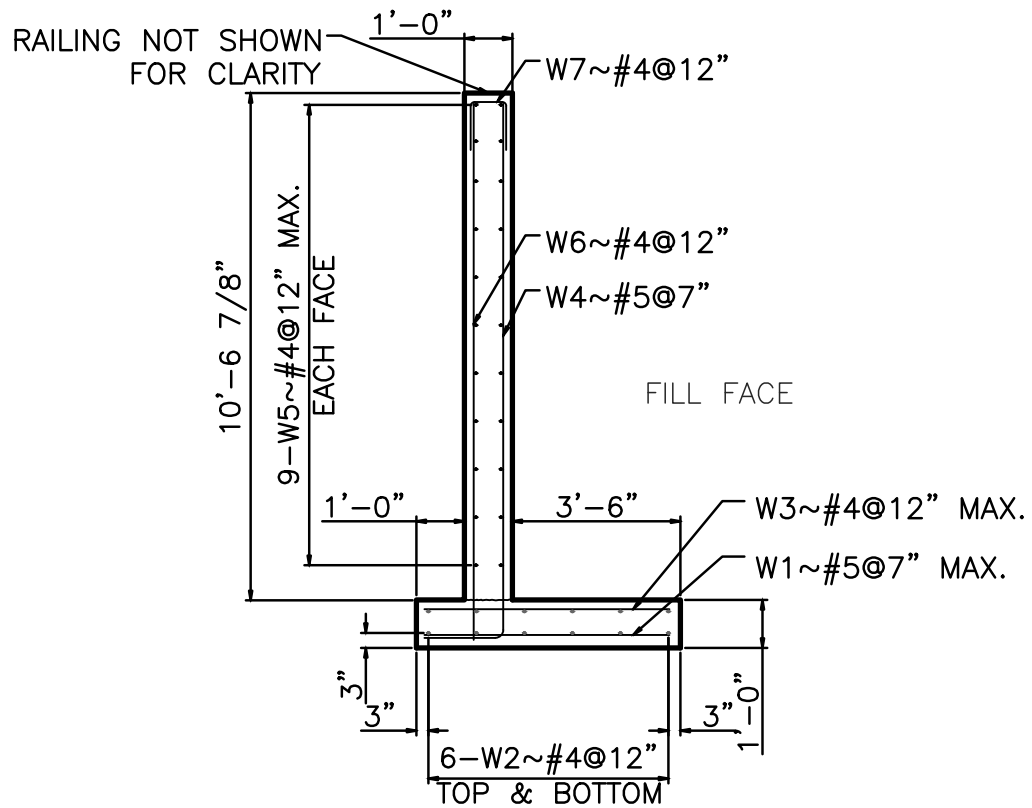
MAXIMUM FOOTING PRESSURES

ALLOWABLE FOOTING PRESSURE (STRENGTH LIMIT)	___	___	___	___	8,000	#/SF
ALLOWABLE FOOTING PRESSURE (SERVICE LIMIT STATE)	___	___	___	___	3,250	#/SF
COMPUTED FOOTING PRESSURE	___	___	___	___	1,870	#/SF

DESIGN LOADS

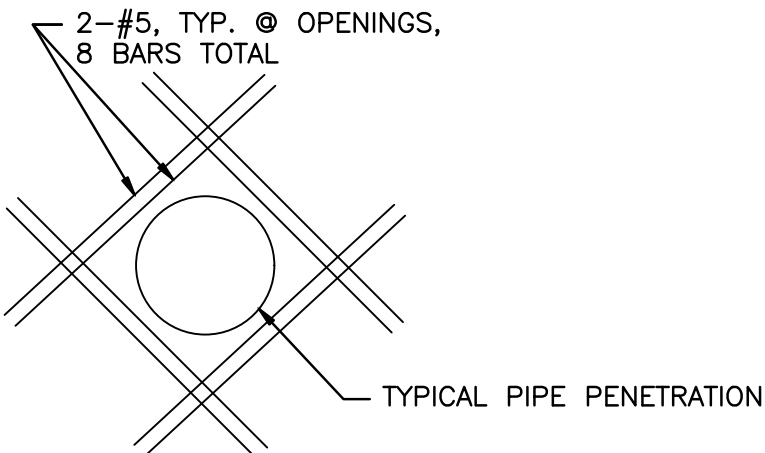
DEAD LOAD _____ CONCRETE = 145 PCF
DESIGN FILL _____ 130 PCF
UNIT WEIGHT OF SOIL _____ 125 PCF

LATERAL EQUIVALENT FLUID PRESSURE AT BARREL 65 PCF
LATERAL EQUIVALENT FLUID PRESSURE AT WINGWALL 43 PCF



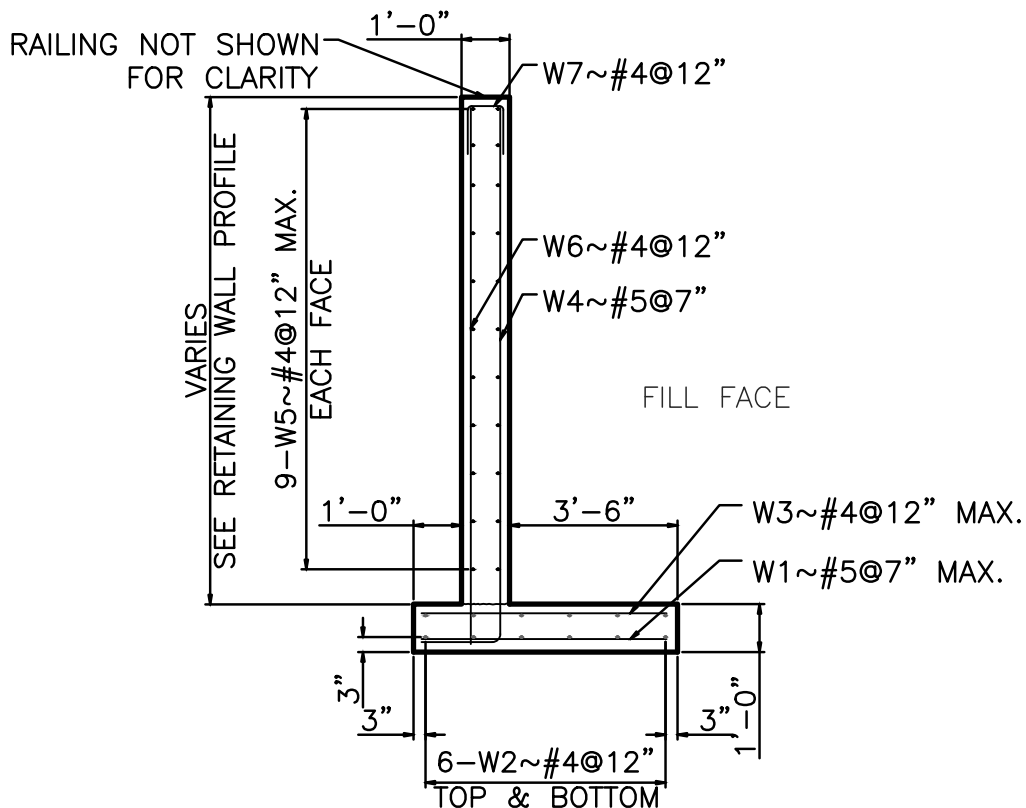
RETAINING WALL SECTION A-A

Scale: $1/4" = 1' - 0"$



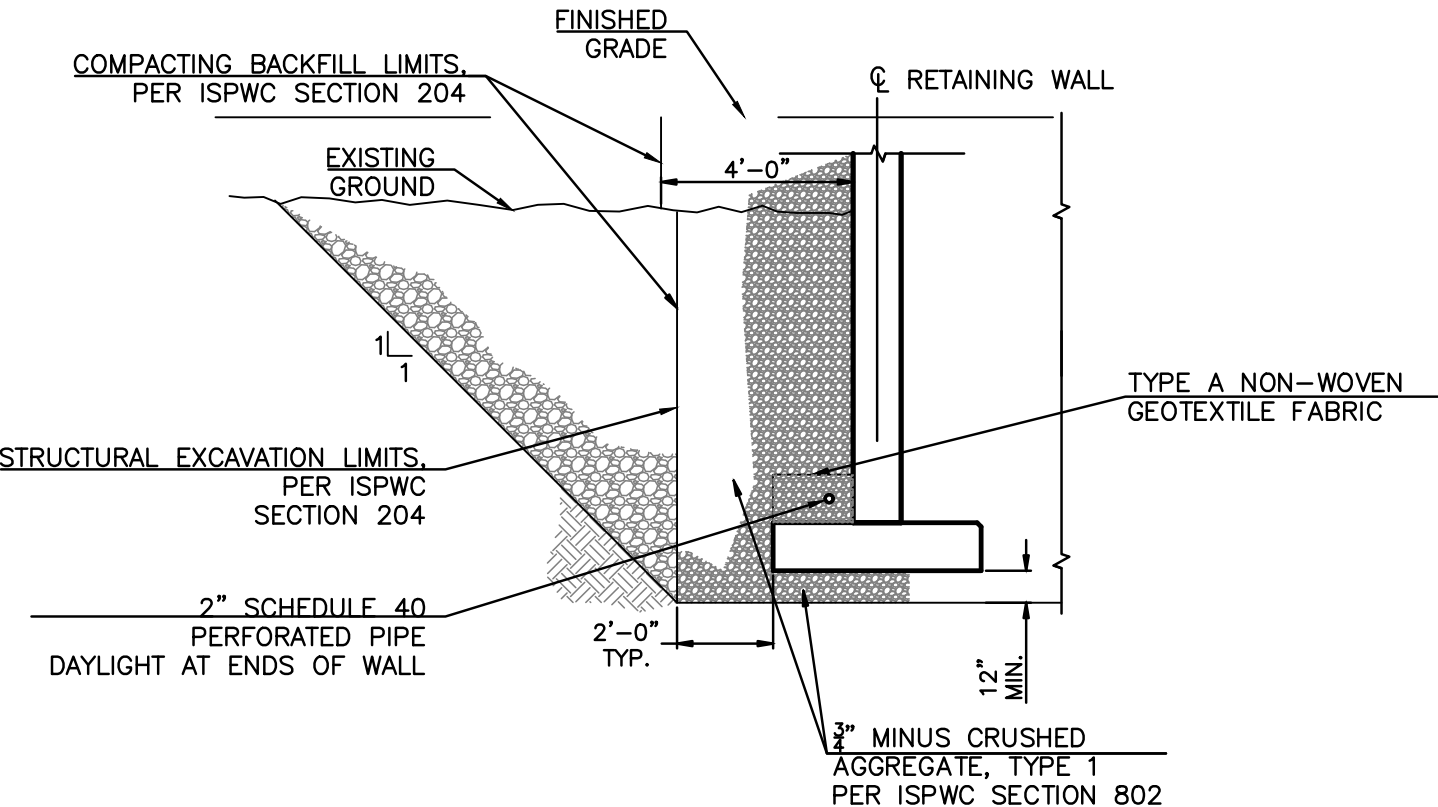
PIPE PENETRATION DETAIL

Scale: N.T.S.



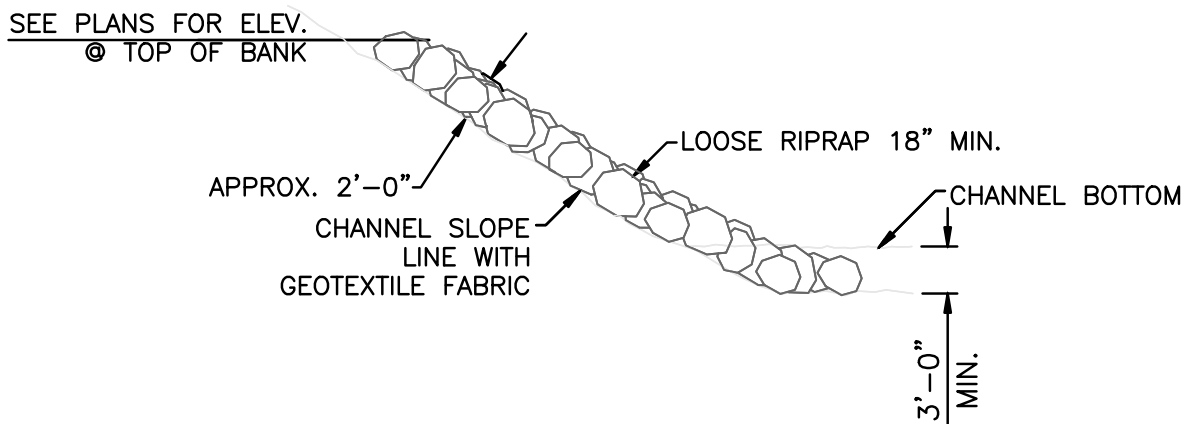
RETAINING WALL SECTION B-B

Scale: $1/4"=1'-0"$



EXCAVATION & BACKFILL DETAIL

Scale: N.T.S.



RIP RAP DETAIL

Scale: N.T.S.

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BY: MW DATE: 08/10/2023
ADA COUNTY HIGHWAY DISTRICT



PROJECT NO.	REVISIONS		DATE	22018
	ITEM			
				DESIGNED
				CJP/MSH
				DRAWN
				JJP
				CHECKED
				APPROVED

ELITE EDGE ENGINEERS

12324 W. LANKTREE GULCH ROAD
STAR, IDAHO 83669
(208)429-1960

**CAPITAL CITY
DEVELOPMENT CORPORATION**

EISENMAN ROAD PEDESTRIAN FACILITIES

RETAINING WALL NOTES & DETAILS

DATE: MAY 2023
DRAWING: WALL_DESIGN.DWG
JOB NO: 22018

RAILING NOTES

CONSTRUCTION SPECIFICATIONS

MATERIALS, CONSTRUCTION AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE ISPWC (IDAHO STANDARDS FOR PUBLIC CONSTRUCTION), LATEST EDITION INCLUDING SUPPLEMENTS. ANY EXCEPTIONS ARE NOTED IN THE SPECIAL PROVISIONS OR CONSTRUCTION DRAWINGS.

MATERIAL

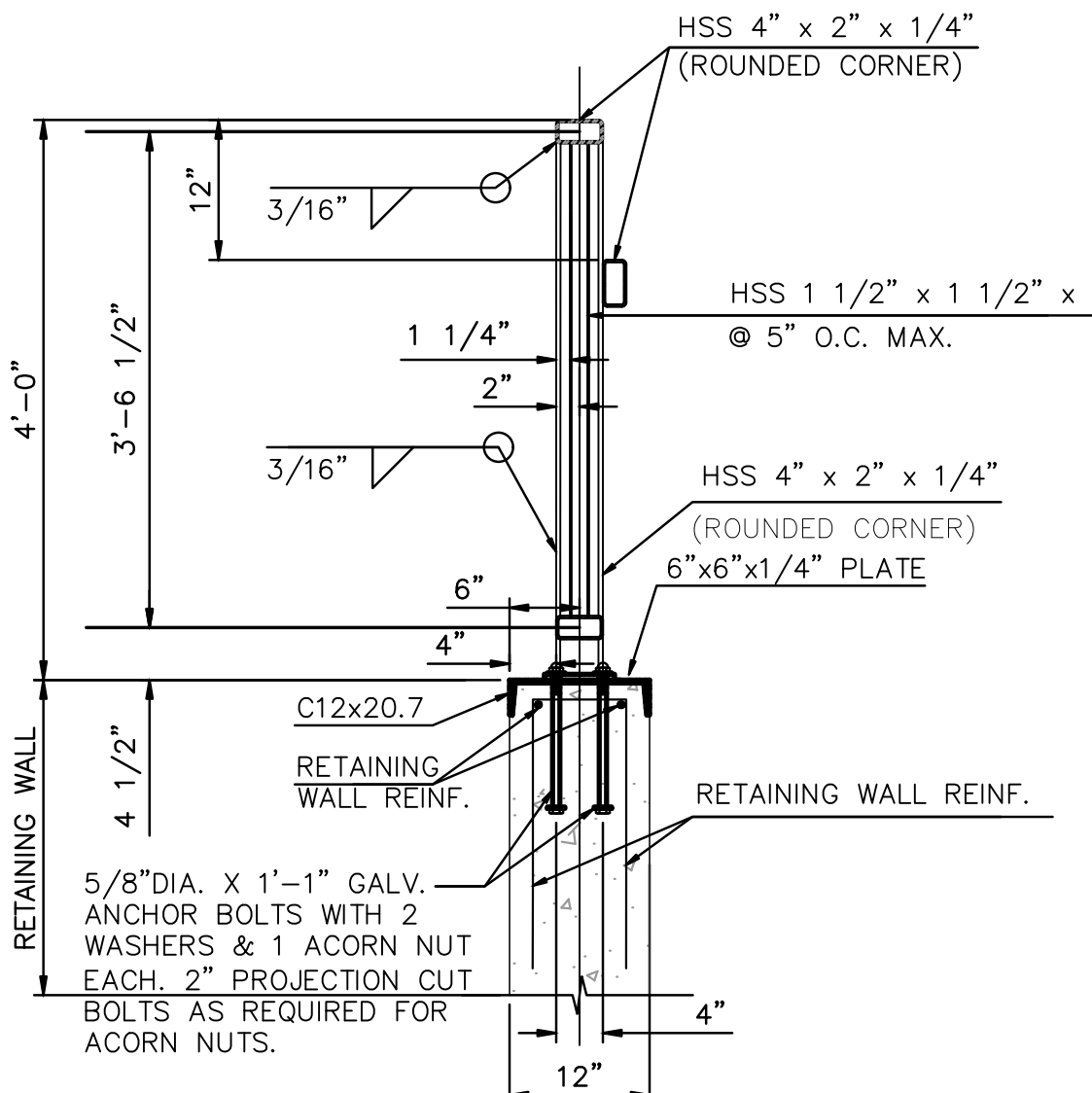
1. ANCHOR BOLTS, NUTS AND WASHERS SHALL CONFORM WITH A.S.T.M. F-1554 GRADE 36.
2. STRUCTURAL STEEL TUBING SHALL CONFORM WITH A.S.T.M. A-500 GRADE B OR A.S.T.M. A501
3. STRUCTURAL STEEL PLATES AND SLEEVES SHALL CONFORM WITH AASHTO M270 GRADE 36.

GALVANIZING/POWDER COATING

4. ALL STEEL PARTS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A-123 AND ASTM A-385.
5. ANCHOR BOLTS, NUTS, AND WASHERS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A-153.
6. ALL GALVANIZED SURFACES SHALL BE FREE OF FINIS, ABRASIONS, ROUGH OR SHARP EDGES, OR OTHER SURFACE DEFECTS.
7. THE RAILING SYSTEM SHALL BE POWDER COATED AFTER GALVANIZING WITH A MINIMUM THICKNESS OF 3 MILS. THE COLOR SHALL BE FEDERAL STANDARD 595 NUMBER 17038 (BLACK). A COLOR SAMPLE SHALL BE SUBMITTED FOR APPROVAL.
8. POWDER COATING SHOP PROCEDURES FOR PREPARATION OF THE GALVANIZED SURFACES AND APPLICATION PROCESS OF THE POWDER COATING SHALL BE SUBMITTED FOR APPROVAL.

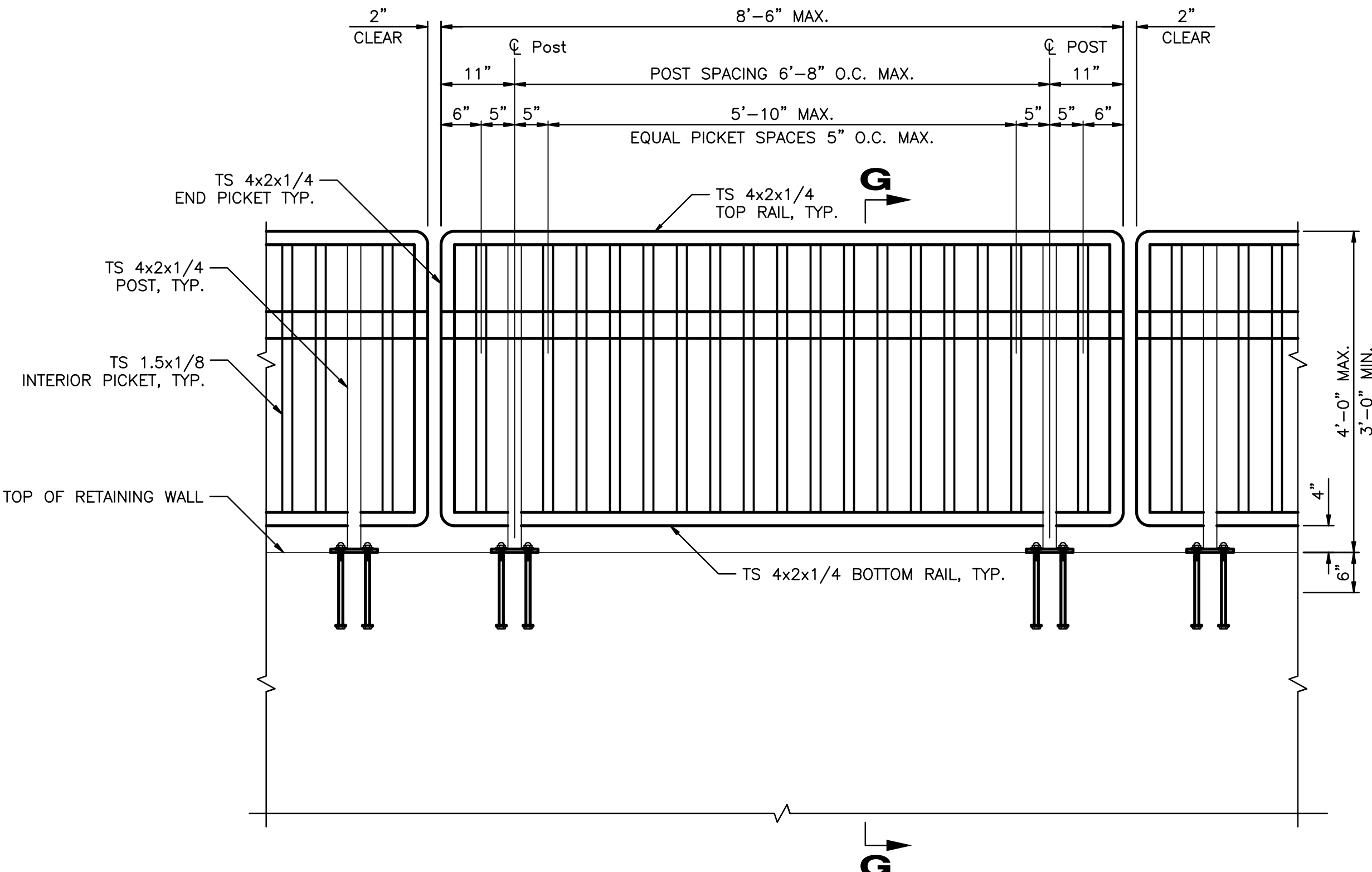
FABRICATION AND PRECTION

10. FABRICATION AND ERECTION OF THE RAILING SHALL CONFORM WITH THE CURRENT EDITION OF AASHTO SPECIFICATIONS FOR HIGHWAY BRIDGES AND ITD STANDARD SPECIFICATIONS.
11. THE RAILING SHALL BE FABRICATED IN A PLANT EXPERIENCED IN PRODUCING RAILINGS AND ARCHITECTURAL METAL WORK AND SHALL BE ERECTED BY SKILLED WORKMEN EXPERIENCED IN THIS TYPE OF WORK.
12. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER ELECTRONICALLY IN PDF FORMAT AND SHALL INCLUDE COMPLETE DIMENSIONS AND DETAILS OF FABRICATION INCLUDING AN ERECTION DIAGRAM. MATERIALS BEING USED SHALL BE CLEARLY SPECIFIED. BEFORE PROJECT COMPLETION, THE CONTRACTOR SHALL FURNISH THE ENGINEER ELECTRONIC AS-BUILT SHOP DRAWINGS IN PDF FORMAT.
13. ALL POSTS SHALL BE PLUMB.
14. ALL ENDS OF TUBE SECTIONS AT SPLICES SHALL BE SAWED OR MILLED. CUT ENDS SHALL BE TRUE, SMOOTH AND FREE FROM BURRS OR RAGGED EDGES.
15. VENT HOLES FOR GALVANIZING SHALL BE PROVIDED AS REQUIRED AND SHOWN ON THE SHOP DRAWINGS. VENT HOLES SHALL BE DRILLED AWAY FROM TRAFFIC FACE AND NOT ON THE TOP SURFACE OF THE HORIZONTAL TUBE.
16. RAILING SYSTEM SHALL BE CONTINUOUS. EACH JOINT IN A RAIL LENGTH SHALL BE LOCATED AT THE SAME POSITION IN THE SECTION AND SHALL BE SPLICED AS DETAILED.
17. ALTERNATE SPLICE DETAILS MAY BE SUBMITTED FOR APPROVAL ON THE SHOP DRAWINGS.
18. RAILING SHALL CONTINUE ONTO THE EXISTING BRIDGE WINGWALL AND BE CONNECTED BY DRILLING AND GROUTING ANCHOR BOLTS WITH HILTI HIT HY 200 EPOXY GROUT OR APPROVED EQUIVALENT WITH 11" EMBEDMENT.



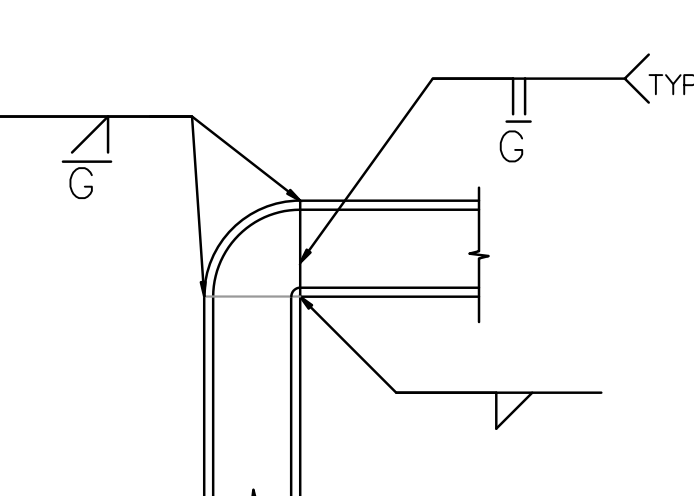
RAIL SECTION G-G

Scale: $3/8"=1'-0"$



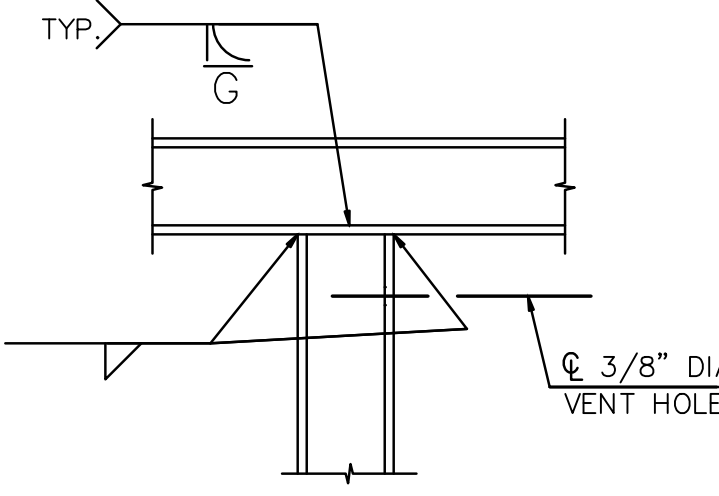
TYPICAL RAIL ELEVATION

Scale: N.T.S



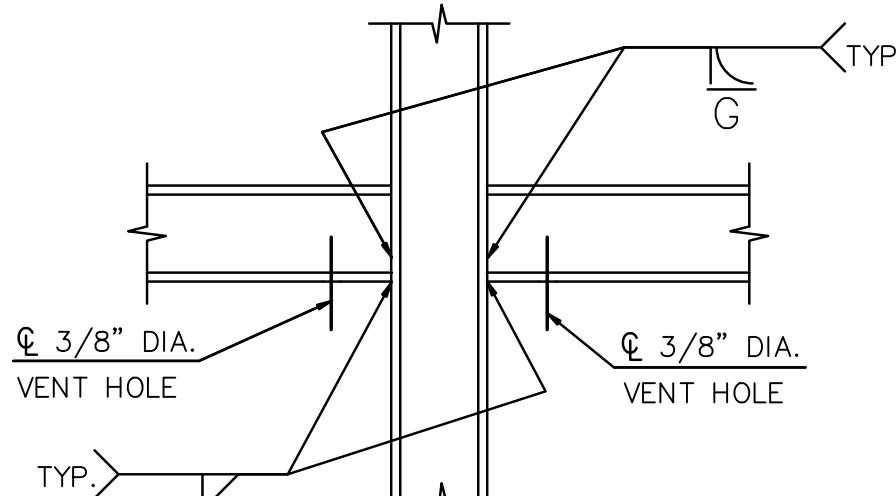
RAIL DETAIL A

Scale: N T S



RAIL DETAIL B

Scale: N T S



RAIL DETAIL C

Scale: N T S

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BY: M. H. DATE: 08/10/2023
ADA COUNTY HIGHWAY DISTRICT



PROJECT NO.	REVISIONS		DATE	22018
	ITEM			
				DESIGNED
				CIP/ASH
				DRAWN
				JUP
				CHECKED
				APPROVED

ELITE EDGE ENGINEERS

2324 W. LANKTREE GULCH ROAD
STAR, IDAHO 83669
(208)429-1960

**CAPITAL CITY
DEVELOPMENT CORPORATION
MAN ROAD PEDESTRIAN FACILITIES**

RAILING DETAILS

DATE: MAY 202

DRAWING: WALL DESIGN.DWG

JOB NO: 22018

SHEET 8 OF 9

ATTACHMENT C
RESOLUTION 1849

RESOLUTION NO. 1849

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, REJECTING ALL BIDS FOR THE EISENMAN ROAD PEDESTRIAN IMPROVEMENTS PROJECT, IN ACCORDANCE WITH IDAHO CODE § 67-2805(2)(a)(viii); PROVIDING FOR THE PROCUREMENT OF CONTRACTOR SERVICES ON THE OPEN MARKET FOR THE EISENMAN ROAD PEDESTRIAN IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Gateway East Economic Development District Project Area (the "Gateway East District Plan"), and following said public hearing the City adopted its Ordinance No. 58-18 on December 18, 2018, approving the Gateway East District Plan and making certain findings; and,

WHEREAS, the Agency is required to comply with the competitive bidding provisions of chapter 28, title 67, Idaho Code; and,

WHEREAS, Idaho Code § 67-2805(2)(a) provides for a competitive sealed bidding process for procurement of public works construction valued in excess of \$200,000; and,

WHEREAS, the Agency issued an Invitation to Bid for the Eisenman Road Pedestrian Improvements Project (the "Project") on October 25, 2023; and,

WHEREAS, the Agency received two (2) sealed bids by the due date and time of 3:00 p.m. on November 15, 2023, and both bids exceed the Agency's budgeted amount for the Project; and,

WHEREAS, the Agency believes that it can obtain the services on the open market at a cost that is more economical; and,

WHEREAS, pursuant to Idaho Code § 67-2805(2)(a)(viii), the Agency Board is permitted, in its discretion, to reject all bids, and after finding the work can be performed more economically on the open market, pass a resolution that the expenditure for the project can be performed more economically on the open market; and,

WHEREAS, based on evidence received at its public meeting on December 11, 2023, the Agency Board has determined there are public works contractors which are able to successfully commence and complete the Project within the budgeted amount, making it more economical to obtain such services on the open market; and,

WHEREAS, the Agency Board finds it in the best public interest to procure the services necessary for the commencement and completion of the Project on the open market.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Agency Board hereby rejects all bids for the Eisenman Road Pedestrian Improvements Project, in accordance with Idaho Code § 67-2805(2)(a)(viii).

Section 3: That in accordance with Idaho Code § 67-2805(2)(a)(viii) the Agency Board hereby declares that the Project can be performed more economically by purchasing goods and services on the open market, and the Agency intends to procure the services sought on the open market.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on December 11, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST: By: _____
Latonia Haney Keith, Chair

By: _____
John Stevens, Vice Chair



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AGENDA BILL

Agenda Subject: Grove Street Interpretive Signage. Type 4 Capital Project Coordination for Public Art with Boise City Department of Arts & History		Date: December 11, 2023
Staff Contact: Karl Woods Senior Project Manager	Attachments: 1) Estimate of Cost 2) Content of Signs 3) Sign Locations	
Action Requested: Designate Grove Street Interpretive Signage as eligible for Type 4 assistance and direct the Agency to negotiate a final agreement with Boise City Department of Arts & History for future Board Approval.		

Background:

During community engagement and cross-entity discussions surrounding the redevelopment plans of Grove Street from 3rd to 16th streets, parties have come to recognize that historical interpretation is critical for placemaking along the Grove Street corridor as a means of providing viewers with information about the area's past. As such, conversations between staff at the City of Boise's Arts & History (A&H) staff and the Capital City Development Corp (CCDC) have led to this funding request for Grove Street Interpretive Signage.

The signs will provide a self-guided walking tour that will provide viewers with a fuller understanding of Boise's diversity and change over time.

A&H will create content for and manage the design and fabrication of 15 interpretive signs to be installed along the Grove Street Corridor as follows:

- Seven (7) signs to be placed between 3rd Street and Capitol Boulevard; and
- Eight (8) signs to be placed between 10th and 15th streets

See Attachment 3 for sign locations

The signs will address history related to the following topics:

- Role of Grove Street in the growth of Boise;
- Changes to the built environment along Grove Street;
- Immigrant populations;
- Changes to downtown residential living as represented on Grove Street; and
- Evolution of businesses along Grove Street.

Further information on signage content is included in Attachment 2.

Each of the signs will be mounted on stanchions, fabricated by a sign maker under contract with the City of Boise, and bolted to the concrete sidewalks.

The collection of signs will contain the following elements:

- Historic images, maps, and quotes from written materials originating in various archival collections, including but not limited to: CCDC, City of Boise, and State of Idaho;
- Interpretive text, written by historians at the Boise City Department of Arts & History;
- QR codes that take visitors to a City of Boise website with additional details and information that can be updated and changed as needed.

The interpretive signage will be installed in the RMOB District with completion during FY24.

The Agency is seeking approval to designate the project as eligible for Type 4 Capital Project Coordination Assistance. This designation will allow the partners to negotiate a final Type 4 Capital Improvement Contribution Agreement providing a commitment to reimburse Boise City Department of Arts & History the cost for the Grove Street Interpretive Signage.

Fiscal Notes:

The agency has sufficient funds to accommodate the funding request.

Staff Recommendation:

Designate the Grove Street Interpretive Signage as eligible for Type 4 Capital Project Coordination assistance and direct the Agency to negotiate a final Agreement with Boise City Department of Arts & History.

Suggested Motion:

I move to designate Grove Street Interpretive Signage as eligible for Type 4 assistance and direct the Agency to negotiate a final agreement with Boise City Department of Arts & History for future Board Approval

Attachment 1 – Estimate of Cost

Sign Creation	Cost Per Sign	Total for 15 Signs
Design/Draft (Graphics, Interpretive Writing, Copy Edits)	\$2500	=\$37500.00
Fabrication	\$2000	=\$30000.00
Installation	\$1500	=\$22500.00
Total	\$6000.00	=\$90000.00

Total Request: \$90,000

Attachment 2 – Content of Signs (see Attachment 3 for locations)

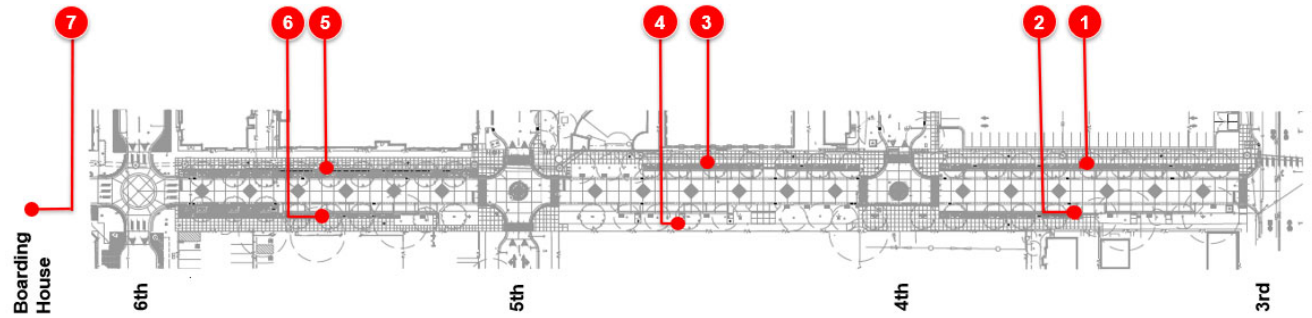
Old Boise Blocks Signage (spaced from 6th Street to Capitol Boulevard))

1. Pre-history: History of Native American land use in the area, the river, fur trade, etc.
2. Oregon Trail – 1863: A brief history of who was moving to Boise, how they arrived, who the first white settlers were.
3. Boise City Original Plat: The city's founding, the platting and settling of Grove Street. Original residents. Homes, canals, orchards.
4. Changes in the Times: 1890-1920: Streetcars and the move to streetcar suburbs.
5. Changing Demographics: 1890-1920: Asian immigrants and southern/eastern European immigrants
6. Economic life on the Old Boise Blocks (Chinese laundries, restaurants, etc.)
7. Downtown living: from single family home to the boarding house life (Basques and others)

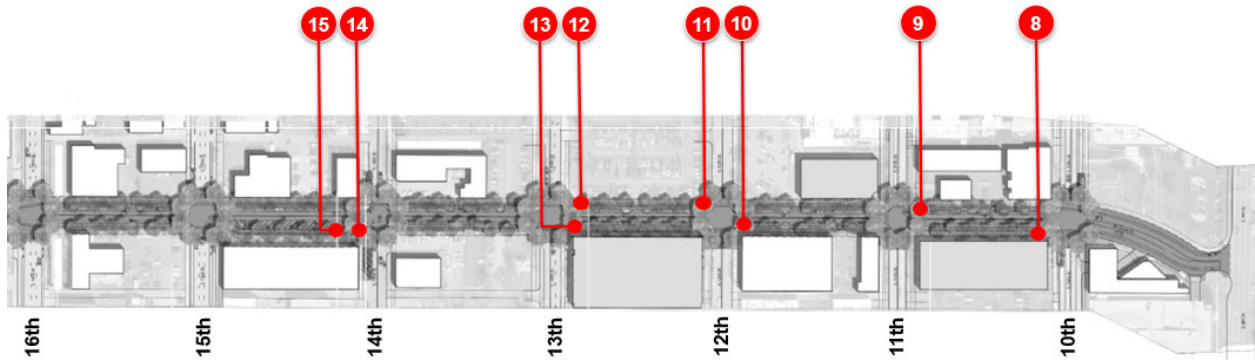
Linen Blocks Signage (spaced from 10th to 15th streets)

8. Halting immigration: Grove Street's changing demographics after 1920
9. How Grove Street served and was served by industry and rail
10. The impact of cars on Grove Street – economic life on the Linen Blocks
11. The Neon Era: descriptions and historic photographs of each of the signs.
12. The Neon Era: cars and nightlife (this particular sign and the following one would be placed in proximity to the Neon Sign block)
13. Grove Street during Boise's suburbanization: residential hotels in the 1950s and 1960s
14. Federal Urban Renewal in Boise: the story of Boise's urban revitalization in the 1970s and 1980s (attention paid to loss of built environment, connections to national trends, mention of Chinatown and the rise of the historic preservation movement)
15. Modern Urban Renewal: Rebuilding downtown Boise, 1990-today (focus on positive contributions, public art, interpretation, etc.)

Attachment 3 – Sign Locations



Sign Locations Old Boise Blocks



Sign Locations Linen Blocks



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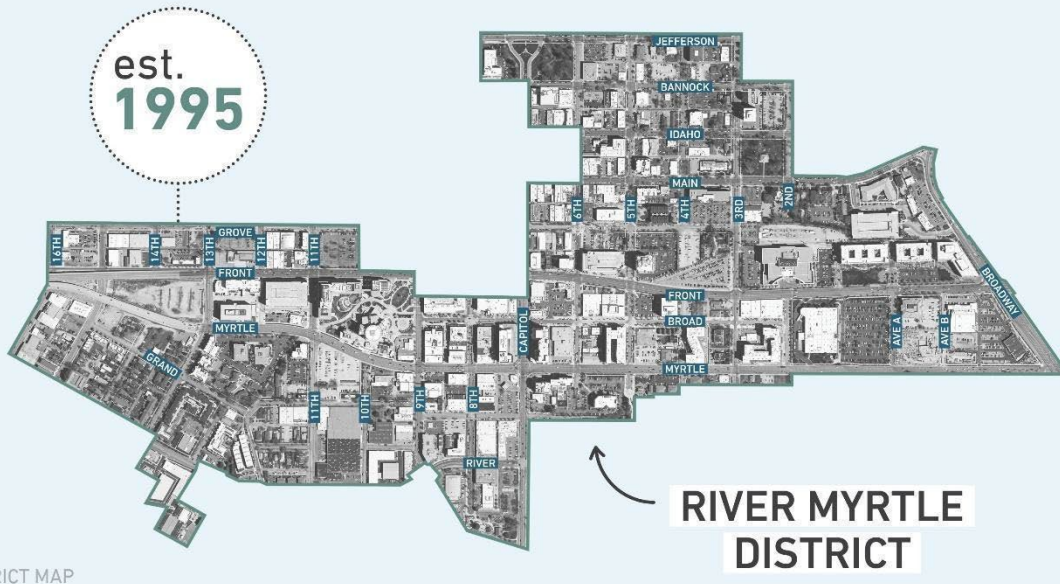
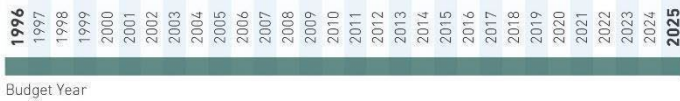


DATE: December 11, 2023
TO: Latonia Haney Keith, Chair
Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

RIVER MYRTLE - OLD BOISE DISTRICT



303 ACRES



Economic Development

150 S. 5th St. - CW Moore Park Improvements – PP Type 4 Partnership with Boise Parks:

This partnership with Boise Parks and Recreation will upgrade CW Moore Park. The Agency is working with the Parks Department to help fund the improvements, not to exceed \$200,000. The Board approved the project in March for T4 Agreement Designation. Staff are awaiting further information while the City of Boise reviews the project's scope. *Project Lead: Karl Woods*

210 W. Main St. - US Assay Office Pathway & Landscaping - PP Type 1:

Landscaping and historical improvements at the US Assay Office. These improvements are complete, and the Agency is currently reviewing the cost documentation for reimbursement *Project Lead: Kassi Brown*

1201 W. Grove St. - The Broadstone Saratoga - PP Type 4:

A 334-unit, mixed-use development with 377 parking spaces and ground-floor retail. With \$100 million in total development costs, the Agency expects a \$1.9 million reimbursement for alley improvements, streetscapes, and utility work. The project coordinates overlapping public improvements with the Rebuild Linen Blocks on Grove Street capital project between 12th and 13th Streets. The Board approved the Type 4 Capital Improvement Project Coordination participation agreement in June 2023, and construction is underway. *Project Lead: Alexandra Monjar*

200 N. 4th St. - ICCU Plaza - PP Type 2: BVA Development is constructing a 13-story commercial/office space tower and an 11-story residential/multi-family tower, which includes 125 apartments and 150,000 square feet of Class A office space. The public improvements eligible for CCDC reimbursement include streetscapes along 4th, Main, and Bannock streets. Utility upgrades and expansion work includes upgrading and undergrounding power lines, new underground fiber, and the sewer expansion mainline. Total development costs are estimated at \$124 million, and Eligible Expenses at \$1.7 million. The project is requesting the use of Capital Improvement Plan funds dedicated to housing developments, which will be completed before the expiration of the RMOB District. The Board designated the project for Type 2 Participation in January 2023. The Agency is negotiating a final agreement for Board approval this winter. *Project Lead: Doug Woodruff*

1110 W. River St. - 11th & River - PP Type 2: deChase Miksis is constructing a six-story, mixed-use building with 126 residential units and 1,000 square feet of ground-floor retail. The project includes a workforce housing component, with 10 percent of the units proposed to be rent-restricted and reserved for income-qualified residents. Public improvements submitted for CCDC reimbursement include streetscapes along 11th, River, and Ash streets and the reconstruction of a public alley. Submitted public utility work includes upgraded water lines, additional stormwater management infrastructure along the streets, and re-routing gas, sewer, and fiber lines out of the alley. Total Development Costs are estimated at \$50 million, and Eligible Expenses are \$1.1 million. The project is requesting the use of CIP funds dedicated to housing developments to be completed before the expiration of the RMOB District. The Board designated the project for Type 2 Participation in March 2023. The Agency is negotiating a final agreement for Board approval this fall. *Project Lead: Property Development*

1011 W. Grove St. - Marriot AC/Element Hotel - PP Type 4: Pennbridge Lodging, a hotel developer and manager, is building a 15-story, dual-branded hotel with 296 rooms and ground-floor office space. The project has an estimated total development cost of \$100 million and has requested approximately \$500,000 in reimbursements for utility work. The project coordinates two overlapping capital projects, the Rebuild Linen Blocks on Grove Street between 10th and 11th streets and Rebuild 11th Street Blocks between Grove and Front streets. The Board designated the project for Type 4 Participation in March 2023. The Agency is negotiating a final agreement for Board approval this winter. *Project Lead: Amy Fimbel*

PARTICIPATION PROGRAM

Type 1: One-time assistance. Reimbursements up to \$200k for eligible expenses. Developer-matched.

Type 2: General assistance. Reimbursed by project-generated tax increment revenue. Scorecard dependent.

Type 3: Transformative Assistance. Large-scale or unproven projects. Often includes public parking. \$6 private to \$1 public minimum investment required.

Type 4: Capital Improvement Coordination. Most often used for public/public projects.

Type 5: Disposition of CCDC-owned property.

212 S. 16th St. - Fire Station #5 - PP Type 4: A partnership with the City of Boise to assist with streetscape, alley, and utility improvements associated with the redevelopment of Fire Station #5. The Board designated the project on May 8, 2023. The Board approved the final agreement on August 14, 2023, and construction is underway. *Project Lead: Karl Woods*

South 8th Street and Greenbelt Site Improvements - PP Type 4: A partnership with the City of Boise to assist with Greenbelt realignment; public right-of-way improvements; and upgrades to optimize connectivity, circulation, and safety adjacent the Greenbelt. The Board designated the project on August 14, 2023. *Project Lead: Karl Woods*

Infrastructure

“Rebuild 11th Street Blocks” - Redevelopment of the 11th Street Corridor - State Street to Grove Street: This project combines the installation of bikeway infrastructure, streetscape improvements, ACHD-planned pavement rehabilitation, and stormwater infrastructure upgrades. A full report is located under the [Westside District](#). *Project Lead: Amy Fimbel*

River Myrtle – Old Boise Closeout Inventory and Analysis: This project identified locations where streetscape infrastructure repairs or upgrades are needed to address minor deficiencies, deterioration, or hazards within the streetscapes of existing rights-of-way. CCDC contracted with Stack Rock Group to perform the district-wide assessment of current conditions and identify locations needing improvements. Sites identified through this effort will be prioritized to inform the programming of closeout project work prior to RMOB sunset. *Project Lead: Zach Piepmeyer*

3rd Street Streetscape Improvements, Front to Jefferson Streets: This project will make streetscape improvements and road intersection adjustments to 3rd Street and Main Street to improve the safety and functionality of the rights-of-way for pedestrians, cyclists, and vehicles. The design will be coordinated with ACHD’s Bannock Street Neighborhood Bikeway project. Jensen Belts Associates was selected through a competitive RFQ process and is under contract to provide a topographic survey, schematic sign, and design review approval. The design is anticipated to be completed in spring 2024, with construction to start later that year. *Project Lead: Karl Woods*

Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street: This project will make streetscape improvements, provide a pedestrian crossing at Fulton Street, install a bulb-out on the northeast corner of Myrtle Street, improving the safety and functionality of the rights-of-way for pedestrians, cyclists, and vehicles. This effort is in coordination with improvements identified in ACHD’s “Capitol Boulevard Concept” project, which includes the area spanning from Vista Avenue to the Greenbelt. In July 2023, a competitive RFQ was released, and The Land Group has been chosen as the Design Professional. A competitive RFQ process has been completed for a CM/GC and at the November Board Meeting Guho was approved as the CM/GC. The design is anticipated to be completed in summer 2024 with construction to start later that year. *Project Lead: Kelly Burrows*

Mobility

5th & 6th Streets Two-Way Conversion: CCDC is assisting the City of Boise with this high-priority project to convert the two existing one-way corridors to two-way vehicle travel. ACHD previously conducted feasibility studies, performed a concept analysis, and initiated final design work before putting the project on hold in early 2019. CCDC will assist the City by managing the remainder of the Final Design, Agency approval, and construction processes. In December 2022, CCDC entered an Interagency Cost Share Agreement with ACHD to complete the design and outreach of the project. The Board approved Task Order 19-005 for preliminary and final design at the January 2023 Board Meeting. To date, the Kittelson & Associates Design Team has completed topographic surveys, assessed existing stormwater facilities, evaluated ADA compliance of pedestrian facilities, completed additional traffic analysis requested by ITD in early June 2023, completed the 75% Design Plans submittal in late July and 95% Design Plans in November 2023. CCDC selected McAlvain as the CM/GC at the November 2023 Board Meeting. Staff anticipates that the final construction documents will be complete in early 2024. At that time, an additional Interagency Cost Share Agreement for construction will be negotiated with ACHD. The design team is awaiting ITD approval of the traffic analysis and confirmation that ITD will allow modifications to four intersections on Front and Myrtle, which are State Highways. Passage of House Bill 25 in 2023 requires

additional project approvals through the State of Idaho for this project as it will impact 6th Street (Jefferson to State) for more than seven days. *Project Lead: Zach Piepmeyer*

Boise Canal Multi-Use Pathway - 3rd Street to Broadway: As identified in the 2022 City of Boise Pathway Master Plan and the 2020 Old Boise Blocks Visioning Report, this project anticipates constructing a non-motorized, multi-use pathway generally aligned with the Grove Street corridor, connecting 3rd Street to Broadway Avenue at the recently installed enhanced pedestrian crossing to Dona Larsen Park. Because no continuous public right-of-way exists within which to construct the pathway, close coordination and cooperation with property owners will be essential. CCDC selected The Land Group to assist with design and construction administration services through a competitive RFQ process. The consultant has completed a conceptual design and is coordinating proposed improvements with the Boise City Canal Company and adjacent property owners. St. Luke's and Idaho Power are reviewing draft easements, and The Land Group is moving forward with construction documents. The project will go to Boise City Design Review in January. *Project Lead: Kelly Burrows*

South 5th & Myrtle Streets - Signalized Crossing: This project anticipates installing a traffic signal on Myrtle Street at the 5th Street intersection to provide a safe crossing between Julia Davis Park and the Central Addition and to extend the signal-coordinated traffic calming of Myrtle Street. CCDC will incorporate traffic signal improvements in the 5th & 6th Two-Way Conversion project listed above. *Project Lead: Zach Piepmeyer*

Place Making

Rebuild Old Boise Blocks on Grove Street: CCDC conducted an inclusive, community-driven visioning process to develop a place-making strategy for this site. The process began in June 2020 with a series of stakeholder visioning meetings to create a community-supported vision for the area. The public had multiple opportunities to engage in the visioning process through the summer and fall of 2020. Jensen Belts Associates led the design effort, and Guho Corp. is the Construction Manager/General Contractor (CM/GC). CCDC has approved plans from ACHD and the City, and GMP #1 was approved at the October 2023 Board meeting. Guho started construction on October 30, 2023. *Project Lead: Karl Woods*

Linen Blocks – West Grove Street Improvements: This project will catalyze infrastructure improvements on Grove Street between 10th and 16th Streets. CCDC conducted an inclusive, community-driven visioning process for the project from September 2020 to June 2021. The process included a series of stakeholder visioning meetings and public surveys and resulted in a final visioning document. GGLO led the design effort and Guho Corp. is the Construction Manager/General Contractor (CM/GC). Guho started construction of the full improvements in June 2023. *Project Lead: Amy Fimbel*

Fulton Street Improvements - 9th Street to Capitol Boulevard: This project includes streetscape enhancements on Fulton Street between 9th Street and Capitol Boulevard. Improvements include widened sidewalks, expanded tree canopies, fiber optic upgrades and full right-of-way repaving. The improvements on Fulton Street from 8th Street – 9th Street are complete and Idaho Site Works, LLC has progressed construction to 8th Street – Capitol Boulevard. *Project Lead: Kassi Brown*

521 W. Grove St. - Public Space: **521 W. Grove St. - Public Space:** This project will develop an Agency-owned parcel at 521 W. Grove St. into a public space that celebrates the neighborhood's multicultural history, provides additional event space to support street festivals on the adjacent Basque Block, and catalyzes placemaking with adjacent private investment and overall neighborhood investment strategy. This project is in collaboration with Boise Parks Department, which will assume ownership, operation, and maintenance.

A Design Team was selected through an RFQ process. Staff received Board approval for the selection of the Design Team in October 2022. A CM/GC was selected through an RFQ process, and the selection was approved by the Board in December 2022. Staff issued a public programming survey for the project on January 9. The survey ended on January 25, and the results were analyzed to prepare concepts for the design alternatives public open house, which occurred on April 6 to gather feedback on the designs. The feedback was analyzed to produce a preferred design. The project was presented to the Parks Commission in November, City Council in December and is scheduled to be submitted for Design Review at the end of the year. *Project Lead: Karl Woods*

Special Projects

RMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4: The Arts & History Commission approved the design in October 2020. CCDC supported the project through funding and involvement in the selection process. Fabrication of the sculpture is complete, and Arts & History has decided to store the sculpture until the completion of the Ovation Apartment construction to avoid potential damage to the sculpture. *Project Lead: Karl Woods*

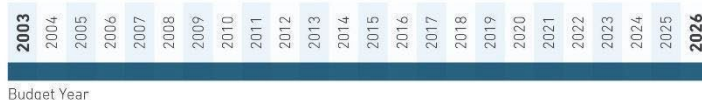
RMOB Public Art – Downtown Traffic Box Art - PP Type 4: Boise City Department of Arts & History has requested assistance to re-wrap traffic boxes that need replacement. There are 15 traffic boxes in the River-Myrtle/Old Boise District that need replacement. The project was designated as eligible for Type 4 Capital Project Coordination Assistance at the October 2023 Board Meeting. The final agreement will be taken to the Board for Approval in December. *Project Lead: Karl Woods*

RMOB Public Art – Deferred Maintenance - PP Type 4: Boise City Department of Arts & History has requested assistance to repair two public art installations in the River-Myrtle/Old Boise District. The project was designated as eligible for Type 4 Capital Project Coordination Assistance at the October 2023 Board Meeting. *Project Lead: Karl Woods*

WESTSIDE DISTRICT



157 ACRES



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WESTSIDE
DISTRICT

DISTRICT MAP



Economic Development

Block 68 Catalytic Redevelopment Project: At its December 2021 meeting, the Board selected Edlen & Company's proposal for the disposition of Agency owned property at 1010 W. Jefferson St. and 421 N. 10th

St. through a competitive Request for Proposals ("RFP") process. The selected proposal included a land exchange with the YMCA for Agency-owned property at 421 N. 10th St. In exchange for the YMCA's property on Block 69 North. An Amended and Restated Land Exchange was executed in October 2022, as well as the Disposition and Development Agreement ("DDA") for the Workforce Housing Project on Block 69 North. The Board approved the Block 68 South DDA for disposition of 1010 W. Jefferson St. and the development of a mixed-use residential and Mobility Hub project in December 2022. On April 28, 2023, the Developer submitted to the Agency schematic design documentation and requests for revised assistance for both projects. In May 2023, the Board established a project review committee to assist with fact-finding and analysis of these requests. Following several discussions, the Developer submitted revised requests to assist the projects in meeting minimum financial viability thresholds to the Agency on August 8, 2023. On August 14, 2023, the Board approved Agency recommended responses to such requests and directed the Parties to execute an interim agreement to implement the responses and guide negotiation of DDA amendments. The Board approved a Memorandum of Understanding ("MOU") on August 30, 2023. The MOU directed the Agency to acquire the property at the corner of 10th and Jefferson from the Developer, which was accomplished on November 1, 2023. On November 13, 2023, the Board approved with conditions the Schematic Design Documentation for both projects. Amended and Restated DDAs have been negotiated and will be before the Board at its December Meeting. *Project Lead: Alexandra Monjar*

1010 W. Jefferson St. - 10Ten Building - Agency Owned Property: McAlvain Construction Companies utilizes 60 parking spaces for staging items for Rebuild 11th Street Blocks and a small office space on the second floor for a construction field office. All leases are now expired as of May 31, 2023, and the building is now vacant. The building signs are updated to show there are no tenants. The Car Park converted the lot to \$5 public parking, signage has been added to show the \$5 flat fee and a payment system through ParkMobile. The Car Park manages the lot. No significant maintenance items to report. *Project Lead: Amy Fimbel/Aaron Nelson*

1700 W. Main St. - Rock Hard Granite Renovation - PP Type 1: Approval of the final Agreement for this commercial building renovation occurred in February, and work has begun. Unexpected environmental remediation has slowed progress, though work continues and is expected to be completed within 2023. *Project Lead: Property Development*

1110 W. Grove St. - Renegade Hotel - PP Type 4: The Agency continues its coordination with Hendricks Commercial Properties on the streetscape and infrastructure improvements as part of the Linen Blocks on Grove Street and Rebuild 11th Street Blocks projects with the planned development of this 7-story, 122-key boutique hotel. The Board designated the project for Type 4 Capital Improvement Project Coordination participation in May 2022, and its Type 4 Agreement was approved by the Board in September 2022. An amendment to the agreement was executed in May 2023, coordinating construction involving Hendricks' placement of a geothermal snowmelt system in the sidewalk. This amendment does not impact the project's estimated expenses eligible for reimbursement. *Project Lead: Alexandra Monjar*

1015 Main St. - Smith Block Building - PP Type 1: This restoration project includes extensive facade renovation work sensitive to the historic nature of the building. The first-floor retail space will be renovated with the exterior of the building into a new bar, including replacing windows, historically accurate awnings, and new storefront display windows and entry doors. The Board approved the final Type 1 Agreement at its January 11, 2023, meeting, and construction is underway with anticipated completion in early 2024. *Project Lead: Kassi Brown*

1522 W. State St. - 16th & State - PP Type 2: Developer Johnson & Carr is constructing a seven-story mixed-use building with 104 residential units and 1,600 square feet of ground-floor retail on the site of an old gas station. The project includes workforce housing with 10 percent of the units reserved for rent-restricted, income-qualified residents. Public improvements eligible for CCDC reimbursement include streetscapes along 16th and State Streets. Utility upgrades include water line relocations and stormwater management infrastructure. Total Development Costs are estimated at \$25 million, and Eligible Expenses at \$657,655. The project is requesting the use of CIP funds dedicated to housing developments that are to be completed before the expiration of the Westside District. The Board approved the final agreement in March 2023, and construction is anticipated to begin this winter. *Project Lead: Doug Woodruff*

Infrastructure

“Rebuild 11th Street Blocks” - Redevelopment of the 11th Street Corridor - State Street to Grove

Street: This project combines the installation of bikeway infrastructure with streetscape improvements to realize plans by the City and ACHD for 11th Street as a corridor that prioritizes cyclists, pedestrians, retail business, and residents while accommodating existing vehicular use. The project spans two URDs, with the improvements extending into RMOB and continuing from Grove Street to River Street. ACHD's bikeway facility improvements for 11th Street from Heron Street to State Street were completed in October 2023. To maximize public investment, the Agency entered into an Interagency Agreement with ACHD to include in the project scope ACHD's planned pavement rehabilitation, stormwater upgrades, and the replacement of the underground Boise City Canal Bridge crossing on 11th Street. Jensen Belts Associates led the design effort, and McAlvain Construction Companies is the Construction Manager/General Contractor (CM/GC). Construction started in June 2022. *Project Lead: Amy Fimbel*

State Street Streetscape & Fiber-Optic Conduit: This is a cost-share project with an ACHD Downtown Boise Implementation Program (DBIP) project to rehabilitate State Street between 2nd & 16th Streets. CCDC-funded improvements include the installation of a fiber-optic conduit bank between 8th and 15th Streets and streetscape improvements between 8th and 16th Streets. Streetscape components include wider sidewalks, street trees, furnishing zones, and suspended pavement systems (Silva cells) for tree root growth and stormwater retention. The project also anticipates green stormwater infrastructure features in the form of bioretention planters and a landscaped median at select locations throughout the project area. ACHD bid on this project in August but rejected all bids due to high pricing. ACHD re-bid the project in January 2023, and bids were again rejected. The ACHD Commission has asked its design team to re-examine the western portion of the project design from 8th to 14th Street for ways to improve safety for all users. ACHD initiated a new Concept Study in late August 2023 for this section of the project to determine potential cross-section modifications and signalization changes at key intersections and anticipated adoption of a concept in August 2024 (Final design to be completed in 2024/2025 and Construction anticipated in 2025/2026). Improvements proposed through the project east of 8th Street (i.e., outside of the WS URD) will be bid out as separate projects to be constructed in 2024. Agency continues to coordinate with ACHD, and development teams associated with YMCA and Block 68/69. *Project Lead: Zach Piepmeyer*

Bannock Street Streetscape Improvements, 12th to 16th Streets: This project will make streetscape improvements on both sides of Bannock Street between 12th and 16th Streets to improve connectivity for all modes of travel from the West Downtown neighborhood into downtown. The design is coordinated with ACHD's Bannock Street Neighborhood Bikeway project. In March 2023, a competitive RFQ process resulted in CCDC selecting CSHQA as the project's design professional. The design is anticipated to be complete in spring 2024, with construction to start later that same year. The project received City of Boise Design Review approval on September 21, 2023. *Project Lead: Amy Fimbel*

Mobility

8th Street Improvements, State to Franklin Streets: This project will increase mobility options and improve safety for cyclists and pedestrians between the North End Neighborhood and Boise State University. The proposed 8th Street bike facilities will connect to a future east west ACHD Franklin Street Bikeway, and ACHD will extend the 8th Street bike facility improvements north of Franklin Street to Union Street under a future, separate project.

The CCDC project proposes undergrounding overhead power and telecommunication lines as well as streetscape and transit improvements along the frontage of several properties. The ACHD Commission adopted a modified concept from the three originally presented to the public as the preferred alternative. The Board approved Task Order 19-006 for final design services with Kittelson & Associates at its March 2023 Board Meeting, and final design work is underway. Kittelson submitted a Design Review application to the City of Boise in early June. Final Design is anticipated to be complete in early 2024. Construction to begin spring 2024. CCDC issued a RFQ for Construction Manager/General Contractor (CM/GC) services in May 2023. McAlvain Construction was hired as the CM/GC. Construction documents will be submitted in December for Boise City and ACHD permit approval. *Project Lead: Kelly Burrows*

Special Projects

Westside Public Art – Downtown Traffic Box Art - PP Type 4: Boise City Department of Arts & History requested assistance to re-wrap traffic boxes that need replacement. There are 17 traffic boxes in the Westside District that need replacement. The project was designated as eligible for Type 4 Capital Project Coordination Assistance at the October 2023 Board Meeting. The final agreement will be taken to the Board for Approval in December. *Project Lead: Karl Woods*

Westside Public Art – Deferred Maintenance - PP Type 4: Boise City Department of Arts & History has requested assistance to repair two public art installations in the Westside District. The project was designated as eligible for Type 4 Capital Project Coordination Assistance at the October 2023 Board Meeting. *Project Lead: Karl Woods*



Economic Development

2724 W. Fairview Ave. - The Avens - PP Type 2: A development from Roundhouse to build 189 apartments with Passive House certification, ground floor commercial/retail space, and an extension of North 28th Street connecting Main Street and Fairview Avenue. Future phases could add more apartments and commercial space. The Board designated the project for Type 2 General Assistance participation in September 2022. The project is on hold as the developer navigates a complicated market environment. *Project Lead: Property Development*

2618 W. Fairview Ave. - LOCAL Fairview - PP Type 2: Subtext is constructing this seven-story, 271-unit, mixed-use project. The development will have approximately 8,500 square feet of ground floor commercial space with the existing Capri Restaurant retained and incorporated into the design. The public

improvements eligible for CCDC reimbursement include streetscapes along Fairview Avenue and 27th Street. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber, and phone lines, and expanding the sewer mainline. Total Development Costs are estimated at \$81 million, and Eligible Expenses at \$1.2 million. The Board approved a final agreement in April 2023, and construction is anticipated to begin this winter. *Project Lead: Doug Woodruff*

This second phase of New Path is a permanent supportive housing development comprised of **96 multi-family units and space for ancillary support services. This project is being developed by Pacific West Communities, Inc. with Low-Income Housing Tax Credits (LIHTC) and support from the City of Boise.** This development will provide affordable housing for individuals and couples who are experiencing homelessness or facing homelessness and earning less than 60% of the area median income for Ada County, though residents will be earning substantially below this. There is an estimated \$250,000 in eligible expenses for streetscape and public utility upgrades. The Board designated the project for Type 3 Transformative Assistance participation in May 2023 and approved a final agreement in October 2023. *Project Lead: Alexandra Monjar*

Infrastructure

West End Water Renewal Infrastructure- PP Type 4: The City of Boise is undertaking the construction of a new lift station and pressure discharge pipe needed to serve multiple incoming mixed-use developments in the 27th Street and Fairview Avenue area. These improvements will provide the backbone to replace miles of substandard gravity sewer lines as further development happens at the western end of the 30th Street District. The city has requested a 50/50 cost share for funding this important project and CCDC has committed approximately \$1.6 million. The Board approved the final agreement in April 2023 and construction is underway on the lift station site with an anticipated completion date of fall 2024. *Project Lead: Doug Woodruff*

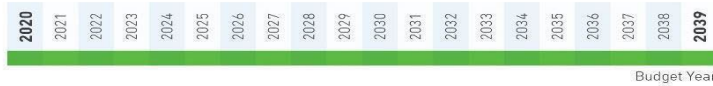
Mobility

2525 W. Fairview St. - St. Luke's Transit Station - PP Type 4: The construction of St. Luke's project at 27th Street and Fairview Avenue overlaps with [CCDC's Main and Fairview Transit Station](#) at the intersection, and the Board approved a Type 4 Participation Agreement to subcontract for the construction of this platform in March 2022. Construction of the transit station is complete, and CCDC is reviewing St. Luke's submitted cost documentation. *Project Lead: Alexandra Monjar*

SHORELINE DISTRICT



195 ACRES



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SHORELINE DISTRICT

DISTRICT MAP

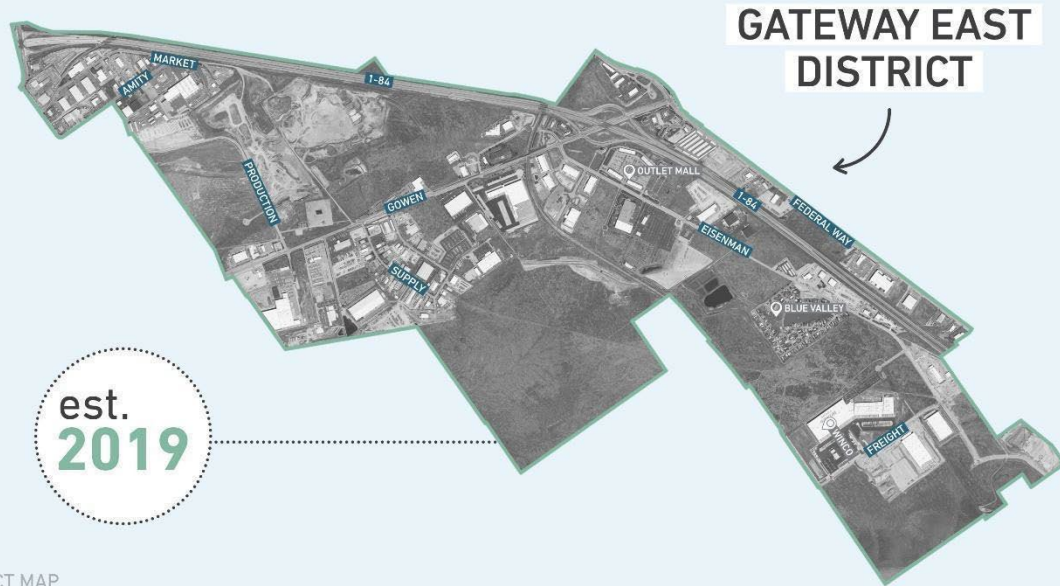
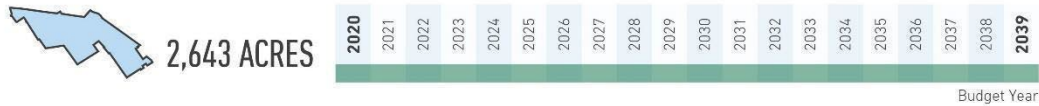


Economic Development

17th Street Interim Streetscape Improvements, Shoreline Drive to Cul-de-Sac: Pedestrian improvements to address the current gaps in the sidewalk and install additional overhead lighting on 17th Street between Shoreline Drive and the east end of 17th Street (cul-de-sac). The goal of this effort is to improve safety and mobility within the public right-of-way on 17th Street. ACHD approval was received in November and the Agency is preparing the bid package. *Project Lead: Kassi Brown*

818 W. Ann Morrison Park Dr. - Capitol Student Housing - PP Type 2: The Gardner Company is constructing a new five-story, mixed-use residential building with 91 units (278 bedrooms) and ground-floor commercial space with associated site improvements. Public improvements eligible for CCDC reimbursement include streetscapes along Ann Morrison Park Drive, Lusk Street, and Sherwood Street. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber, and the expansion of the sewer and water mainlines. Total Development Costs are estimated at \$44 million, and Eligible Expenses at \$600,000. The Board approved an agreement in January 2023, and work is underway with a target completion date of June 2024. *Project Lead: Alexandra Monjar*

GATEWAY EAST DISTRICT



Economic Development

951 E. Gowen Rd. - Red River Logistics and Commerce Centers - PP Type 2: The Board approved this Agreement at its February meeting to participate in the extension and public dedication of Production Street and associated utility and streetscape improvements. This street extension is included in the Gateway East District Plan and will open opportunities for additional development on adjacent vacant parcels. Construction is underway. *Project Lead: Alexandra Monjar*

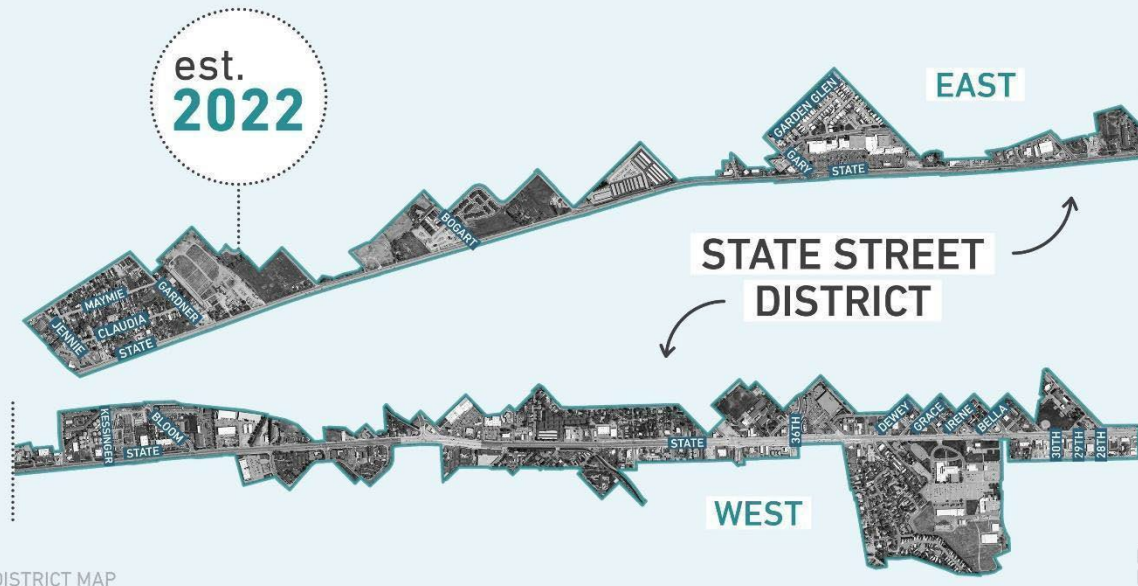
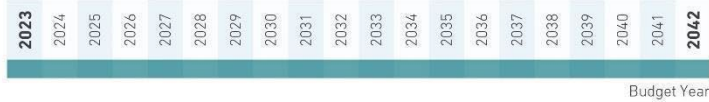
2500 W. Freight St. - Boise Gateway 3 - PP Type 2: In December 2022, the Board designated this Boyer Company project to receive Type 2 Participation to assist with utility and roadway improvements. The project is a 185,000 square foot speculative warehouse building designed to accommodate up to four g tenants on a lot bound by Eisenman Road, Winco Court, and Freight Street. The Agency expects to request the Board's approval of a final agreement in winter 2023/24. *Project Lead: Alexandra Monjar*

Mobility

Eisenman Road Interim Improvements, Blue Sage Lane to Blue Valley Lane: Construction of a five-foot-wide asphalt pathway along the frontage of the Blue Valley Estates Mobile Home Park with a new retaining wall and pedestrian railing at Five Mile Creek. The Agency advertised the project for bids on October 25, 2023 and the bid opening took place on November 15, 2023. The Agency will present the bid results to the Board at the December 11, 2023 meeting. Construction is anticipated to begin in early 2024. *Project Lead: Kassi Brown*

STATE STREET DISTRICT

577 ACRES



New District – State Street: The State Street Plan to promote compact, mixed-use, mixed-income, neighborhood-oriented development supportive of and supported by transit and other alternative transportation along the State Street corridor, established on October 26, 2021. The State Street District has a base valuation date of January 1, 2021; a District sunset date of December 31, 2041; and tax increment revenue to the district terminating by September 30, 2042. Agency and ACHD staff have negotiated an interagency agreement as required by recent legislation to receive increment revenue on the highway district levy. Under the Agreement, the Agency will receive this increment (approximately \$5 million over the 20-year term of the district) and commit it exclusively to transportation components identified in the ACHD Cost Share Policy. The Agency Board and ACHD Commission approved the Agreement, and legal counsel transmitted it to the State Tax Commission in July, ahead of the September 1 deadline. *Project Lead: Zach Piepmeyer*

Wilson Station: Is a mixed-use, affordable housing development comprised of 102 multi-family units and ground floor commercial space. This project is being developed by Pacific West Communities, Inc. with Low-Income Housing Tax Credits (LIHTC) and through this unique model allows the developer to enter a below market long-term lease with the City of Boise, which owns the underlying land. With this financial structure the project can maintain affordable rental rates for residents earning. There is an estimated \$860,000 in eligible expenses for streetscape and public utility upgrades. The Board designated the project for Type 3 Transformative Assistance in April 2023 and approved a final agreement in October 2023. The project is currently under construction. *Project Lead: Alexandra Monjar*

AGENCY WIDE – ALL DISTRICTS

Parking & Mobility

421 N. 10th St. Property: The Agency initiated its vision to transform Block 68 and nearby parcels in its Westside District by acquiring this property in early 2018. The property includes an aging commercial building and small surface lot, which the Agency has converted to a public parking opportunity at the low rate of \$5 per day. As of November 24, 2023, the parking lot is closed for construction remediation and demolition to take place in the next few months. The Car Park manages the lot. This property is currently subject to a land exchange agreement with the Treasure Valley YMCA. *Project Lead: Aaron Nelson/Kelly Burrows*

City GO: Formerly known as the Downtown Mobility Collaborative, this partnership of Valley Regional Transit, the City of Boise, ACHD Commuteride, Boise State University, St Luke's Hospital, Downtown Boise Association, and CCDC involves marketing its transportation products and services to the downtown community. The CCDC Board approved a renewed Memorandum of Understanding for City Go at its October 2020 meeting. In response to a request from VRT, the Agency has included a \$60,000 contribution to City GO in the FY2024 budget for CCDC. An overview is located at citygoboise.com. *Project Lead: Zach Piepmeyer*

10th & Front Garage Structural Concrete Repairs - Phase 2: The scope of work for this project consisted of partial depth repairs on level four across the entire length of the beams, removal/replacement of concrete, installation of anodes, and the removal and replacement of any damaged rebar with epoxy-coated rebar. The project reached substantial completion on September 30, 2023. Consurco is now completing its punch list and all work will be complete in November. The contract amount is \$810,997. *Project Lead: Aaron Nelson*

Rooftop Solar Feasibility Study: In support of the City's Climate Action goals, the Agency initiated this study to determine the feasibility of installing rooftop solar arrays on each of the six current ParkBOI facilities downtown. Kimley-Horn Associates was selected from the Agency's on-call roster to study each of the structures and their suitability for solar under current Idaho Power rate structures and various solar array ownership models. Kimley-Horn will deliver a final report to the Agency in early 2024 once the Idaho Public Utilities Commission considers a current request from Idaho Power to adjust rates for solar providers. The consultant deliverable will outline the analysis process, findings, and recommendations on solar array implementation for each garage. *Project Lead: Aaron Nelson*

Parking Access and Revenue Collection System (PARCS) Replacement: The existing system for controlling public entry/exit and payment for parking within five of the six ParkBOI facilities is approaching 10 years in service in 2024. Although the existing system is still functional, its functionality is limited compared to newer technologies and industry best practice is for PARCS replacement every 10 years. The Agency will hire a consultant project manager to assist with analyzing PARCS and current facilities and current PARCS equipment, investigate current PARCS technologies on the market that would be suitable for ParkBOI facilities, lead stakeholder outreach to define desirable PARCS characteristics, assist the Agency in developing a formal Request for Proposals (RFP) to procure the new PARCS, and manage the installation and testing phase of the project. The Agency published an RFQ for consultant services on August 28, 2023. Three consultant firms submitted qualifications packages to the Agency by the September 21, 2023, deadline. A four-person evaluation panel reviewed and scored all three proposals. Kimley-Horn and Associates, Inc. ranked highest, and the Agency will consider a Professional Services Agreement at the December 2023 Board meeting. Installation of the new PARCS in the ParkBOI facilities is anticipated in late 2024. *Project Lead: Zach Piepmeyer*

Condominium Associations

Building Eight Condominiums Association

CCDC Contact: Aaron Nelson

Member	Unit	Percent Interest
CCDC	Capitol & Myrtle Parking Garage (Unit 2)	35%
Raymond Management	Hampton Inn & Suites (Unit 1)	62.5%
Hendricks	Retail Units (Units 3 & 4)	2.5%
Condo Board Meetings		
Last Meeting	Next Meeting	Next Report Due
December 14, 2022	December 2023	December 31, 2023
Issues/Comments:	A meeting was held, and the main topic of discussion was to update procedure in the event of another insurance claim. Power was lost to the Hotel due to an electrical issue; it has since been repaired.	

Front Street Condominium Association		
CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	9 th & Front Parking Garage	25.76%
GBAD		2.00%
Aspen Condominiums	Aspen Lofts	52.17%
Hendricks	BoDo Retail Units	20.07%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
September 14, 2023	TBD	November 30, 2024
Issues/Comments:	Pat Rice is now retired, and Cody Lund is now the Executive director.	

U.S. Bank Plaza Condominium Association
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CCDC Contact: Mary Watson		
Member	Unit	Percent Interest
LN City Center Plaza/ Clearwater Analytics	A, 1A, 1B, 1C, 1H, 1K, 1L, 2C, 3C, 5A, 6A, 7A, 8A, 9A	77.372%
CCDC	1F, 1G, 1J, 2B, 4B, 5B	6.861%
GBAD	4A	3.040%
Boise State University	1D, 1E, 2A, 3A, 3B	6.131%
Valley Regional Transit	B1, B2, B3	6.429%
Sawtooth Investment Mgmt.	10A	0.167%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
October 25, 2023	TBD 2024	August 2024
Issues/Comments:	Annual meeting on 10/25/2023: discussed budget for 2024.	

Capitol Terrace Condominium Association		
CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	Capitol & Main Parking Garage	50%
Hawkins Companies	Main + Marketplace	50%
Condo Board Meetings		

Last Meeting/Report	Next Meeting	Next Report Due
October 17, 2023	TBD	October, 2024
Issues/Comments:	Condo will buy escalator cleaner and save of yearly service cleaning, Parkboi is looking to add cameras to garage.	

Downtown Parking Condominiums Association		
CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	9 th & Main Parking Garage	93.51%
Les Bois Holdings, LLC	Commercial, Main Street side	2.03%
Eastman Building, LLC	Commercial, Idaho Street side	4.46%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
September 20, 2023	TBD	September 30, 2024
Issues/Comments:	<p>Condo Meeting was held September 20, 2023 at 1pm.</p> <p>Gold Members for Idaho Steel Heads now park at the 9th & Main Garage.</p> <p>Minor Column repair to be done by Hellman in October ground level.</p>	

ACME Fast Freight Condominium Association		
CCDC Contact: Zach Piepmeyer		
Member	Unit	Percent Interest
CCDC	11th & Front Parking Garage, 30.1% (Units 402, 403, 501, 502)	28.485%
Ball Ventures Ahlquist	11th & Front Parking Garage, 69.9%	66.490%



	(Units 104, 015, 201, 202, 301, 302, 401)	
Boise Metro Chamber	Boise Chamber Offices (Units 101, 102, 203)	5.025%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
June 22, 2023	June 2024	TBD
Issues/Comments:		

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VI. ADJOURN



END