

AGREEMENT

THIS AGREEMENT made this 10th day of November, 1980, by and between the STATE OF IDAHO, by and through the State Board of Land Commissioners ("STATE OF IDAHO") and RIVERSIDE GROUP, an Idaho General Partnership, and JACK HOKE, of Boise, Ada County, Idaho (collectively "DEVELOPER");

WITNESSETH:

WHEREAS, the DEVELOPER is undertaking a residential housing project located in Garden City, Idaho, west of Glenwood Street, on the north side of the Boise River known as "Riverside Village" and the development of commercial property fronting on Glenwood Street;

WHEREAS, the real property owned by the DEVELOPER is contiguous to certain parcels of land owned by the STATE OF IDAHO, which latter parcels lie between the high water mark of the Boise River and the property owned and being subdivided and/or developed by the DEVELOPER (which land owned by the STATE OF IDAHO is hereafter called "State land");

WHEREAS, as an integral part of the development of the project by the DEVELOPER, Garden City has required and the DEVELOPER has agreed to improve a greenbelt and park area on the north side of the Boise River commencing at the west side of the intersection of Glenwood Street and the Boise River and continuing westerly along the Boise River the full length of the project which greenbelt and park areas will be located on land owned by the DEVELOPER and the STATE OF IDAHO;

WHEREAS, the DEVELOPER has submitted to the State Board of Land Commissioners a letter from Robert J. Ennis, dated

September 15, 1980, a copy of which is attached hereto as "Exhibit A" and made a part hereof, which letter outlines the scope of the approvals requested from the STATE OF IDAHO, for the development of a greenbelt and public ways in connection with this project as the same are proposed to be improved and provided along the Boise River;

WHEREAS, the cities of Garden City, Idaho, and Boise City, Idaho, the Department of Fish and Game of the State of Idaho and the Department of Water Resources of the State of Idaho have approved the proposal of the DEVELOPER, subject to the requirements contained in this Agreement, and the State Board of Land Commissioners has determined that the development of the State land in the manner proposed by the DEVELOPER and the future conveyance by the STATE OF IDAHO of said State land to Garden City, or if said municipal entity declines said conveyance, to another public or quasi-public entity to assure perpetual public access and maintenance, is in the best interest of the public.

NOW, THEREFORE, IN CONSIDERATION OF the agreements herein contained and the mutual obligations of the parties hereafter provided, IT IS AGREED:

1. State Owned Land. The land owned by the STATE OF IDAHO subject to this Agreement consists of approximately 18+ acres in several distinct and separate strips and parcels located adjacent to the north bank of the Boise River west of Glenwood Street and generally shown as that property shaded in red on the Riverside Village Plan, Sheet A dated March 8, 1980, attached hereto marked "Exhibit B" and made a part hereof.

It is understood and agreed that the DEVELOPER shall provide the STATE OF IDAHO with a description of the most southerly boundary line of the property owned by the DEVELOPER prior to the time the State land is to be conveyed as hereafter provided and that conveyance by the State of Idaho shall be by quitclaim deed from the STATE OF IDAHO of all right, title and interest of the State of Idaho in and to the land between said southerly boundary line and the Boise River.

2. Compensation. The compensation to be paid to the STATE OF IDAHO by the entity to which said State land is to be conveyed shall be determined in accordance with the procedures established by the State Board of Land Commissioners, but said value shall not include the cost or other value of the improvements to be constructed thereon by the DEVELOPER. Said compensation shall be paid to the STATE OF IDAHO at the time of conveyance, as hereafter provided.

3. Conveyance of State Land. That portion of the State land to be improved for greenbelt and park purposes shall be conveyed by the STATE OF IDAHO to the City of Garden City, Idaho, upon application therefor by said municipality. If, however, Garden City does not elect to accept said conveyance within one (1) year following the completion of all improvements to be constructed thereon by the DEVELOPER, the STATE OF IDAHO reserves the right to convey said land to such other public or quasi-public entity it shall determine to assure that said land, together with additional parcels of land to be dedicated to the public by the DEVELOPER, shall be perpetually maintained for the use by and the benefit of the public. That portion of the State land to be

improved as a public right-of-way (Riverside Drive) as shown on Exhibit B, shall be conveyed by the State of Idaho to Ada County Highway District after completion of the required improvements.

* 4. Construction of Improvements. The DEVELOPER agrees that in connection with the construction of the project known as Riverside Village and the development of the commercial property fronting on Glenwood Street, they shall construct certain improvements on the State land consisting generally of a bike path, lakes, pedestrian bridges (where the latter are required to assure a continuous linkage of greenbelt next to the Boise River for the length of the Riverside Village project), the parking lot in the most easterly park area, and, on a portion thereof, the extension of Riverside Drive, as the same is to be located on State land as shown on Exhibit B. In connection with the said construction, the DEVELOPER shall have the right to utilize for fill or other purposes on property owned by it, all material resulting from the excavation of the lakes to be constructed.

It is agreed that the DEVELOPER shall maintain all natural vegetation where possible, it being understood that certain of said vegetation must be pruned, trimmed and/or removed in connection with the construction of the greenbelt and public access thereto and to improve the view of the greenbelt and the River from the residential subdivision.

The lakes to be constructed shall be in accordance with requirements of the Idaho Fish and Game Commission to assure that said lakes will be appropriate for fishery purposes.

The greenbelt and public ways to be constructed by the DEVELOPER shall be in accordance with more detailed plans to be prepared by the DEVELOPER and approved by the staff of the STATE OF IDAHO, Department of Public Lands, provided, however, the DEVELOPER shall not be required to provide improvements of a type or in accordance with specifications which exceed standards and specifications of existing Boise River greenbelt areas throughout Boise City.

Prior to commencing any construction within the channel of the Boise River, the DEVELOPER shall obtain a stream alteration permit from and otherwise comply with the regulations of the Department of Water Resources of the State of Idaho.

The public right-of-way (Riverside Drive) to be constructed by the DEVELOPER on the State land shall be constructed in accordance with the specifications of the Ada County Highway District.

5. Conveyance By Developer. The parties acknowledge that certain real property owned by the DEVELOPER adjacent to the north bank of the Boise River must be conveyed by the DEVELOPER to a public or quasi-public entity to assure a continuous greenbelt and public way along said river. The DEVELOPER agrees that at such time as the transferee of the State land has been identified, and the STATE OF IDAHO conveys the State land to such entity, the DEVELOPER shall dedicate and convey the land owned by it necessary for the greenbelt and parks to the same entity. Said conveyance shall be made by the DEVELOPER without cost or charge but may be made subject to reasonable conditions to assure perpetual maintenance thereof and to protect abutting privately owned property.

6. Insurance--Indemnity. Prior to commencing any construction on the State land, the DEVELOPER shall purchase and keep in force a policy of public liability insurance, in standard form, insuring both the DEVELOPER and the STATE OF IDAHO. Said policy shall have minimum limits for property damage of \$100,000.00 and for bodily injury of \$500,000.00 for a single occurrence. Said insurance shall be kept in force during the full period of construction by the DEVELOPER on said State land.

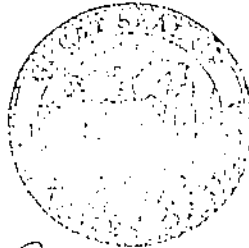
The DEVELOPER shall indemnify, save and hold the STATE OF IDAHO harmless, from and against any claim, loss, damage, cost or expense incurred by the STATE OF IDAHO in connection with any property damage or bodily injury caused by the construction activities of the DEVELOPER on the State land.

7. Right of Access and Use. The STATE OF IDAHO herewith grants to the DEVELOPER, its contractors and other designees, the right to enter upon and to use the State land for the purpose of constructing the greenbelt and park improvements as provided herein. The right herein granted, to the extent necessary, shall be exclusive in the DEVELOPER, to the exclusion of the public so long as the exclusion of the public is deemed by the DEVELOPER to be necessary to perform said construction and to protect the public against damage or injury on said State land. The exclusive right of the DEVELOPER as herein provided, shall terminate at the time the same is no longer necessary in connection with said construction.

8. Termination of Sportsman Access Easements. In consideration of the obligations of the DEVELOPER as provided in this Agreement and the performance of the DEVELOPER

of the same, the STATE OF IDAHO agrees that the river access easements contained in that certain Quitclaim Deed dated January 2, 1974, between Jack and Elaine Hoke (Grantors) and the State of Idaho, by and through the State Board of Land Commissioners (Grantee) recorded January 29, 1974, as Instrument No. 873144, records of Ada County, Idaho, and that certain corrected Quitclaim Deed dated August 27, 1975, by and between the same Grantor and the same Grantee recorded September 5, 1975, as Instrument No. 7526377, records of Ada County, Idaho, shall be terminated, it having been determined by the STATE OF IDAHO that said river access easements are no longer necessary or proper in view of the public access to be provided as described in this Agreement and, further, that said river access easements will be incompatible with the residential uses to be developed on the property adjacent thereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date and year first above written.



STATE BOARD OF LAND COMMISSIONERS
John Adams
Governor of the State of Idaho
and President of the State
Board of Land Commissioners

Countersigned:
[Signature]
Secretary of State

[Signature]
Director, Department of Lands
J.M.P.

RIVERSIDE GROUP

BY: CITY CORPORATION

[Signature]
President

[Signature]
JACK HOKE

STATE OF IDAHO)
) ss.
County of Ada)

On this 29th day of October, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared NILE G. LATTA, known to me to be the President of CITY CORPORATION, an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same as the managing partner of RIVERSIDE GROUP, an Idaho General Partnership.

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

Patricia A. Hall
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 29th day of October, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared JACK NOKE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

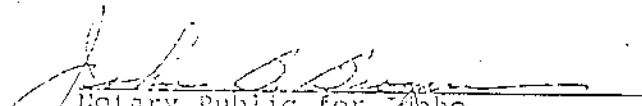
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Patricia A. Hall
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 5 day of November, 1960, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN V. EVANS, known to me to be the President of the State Board of Land Commissioners and the Governor of the State of Idaho, PETE T. CHARRUSA, known to me to be the Secretary of the State of Idaho, and GORDON C. TROMBLEY, known to me to be the Director of the Department of Lands of the State of Idaho, the persons who executed the instrument on behalf of the State Board of Land Commissioners and the State of Idaho, and acknowledged to me that said State Board of Land Commissioners and the State of Idaho 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

September 15, 1980

State Land Board
Department of Lands
Room 121, Statehouse
Boise, Idaho 83720

Dear Members of the Board:

In December of 1979 the City Council of Garden City, Idaho approved a total development concept plan for Riverside Village in Garden City, Idaho. That project involves the development of property adjacent to the north bank of the Boise River between Glenwood Street and a point west of Arnie Lane. Integral to the project is the construction by the developers of greenbelt and public ways to permit public use, enjoyment and access of land to the Boise River for the full length of the project.

In order to allow the developers to undertake the construction of the greenbelt and public ways, it is necessary to obtain from the State of Idaho through this Board the following approvals:

1. The agreement by the State of Idaho to convey to Garden City those areas of public land improved by the developer for greenbelt and public way purposes. This conveyance would be made only after all agreed improvements have been constructed by the developer and the City of Garden City has applied for and obtained a grant from the federal government for open space improvements.

2. The agreement by the State of Idaho to convey to Ada County Highway District a portion of the right-of-way to be improved by the developers as Riverside Drive which is to be located on public land.

EXHIBIT A

3. The agreement to convey to the city of Garden City a small park located near the intersection of Glenwood Street and Riverside Drive after the same has been improved by the developers and Garden City has applied for and obtained a federal open space grant.

4. The State of Idaho shall terminate the existing sportsman access easements as the same presently exist adjacent to Riverside Creek.

The improvements to be constructed shall be paid for in total by the developers prior to conveyance of the greenbelt and other public ways by the State of Idaho to the City of Garden City consist of berming, a paved bicycle path, five bridges interconnecting the greenbelt along the Boise River, construction of two lakes, and landscaping of the park site including the construction of a parking area.

It is the intent of the developers to retain as much of the natural growth and landscaping in connection with the greenbelt and other public ways adjacent to the Boise River as possible and provide improvements which will allow public use and enjoyment of this unique amenity.

We ask that you favorable act on this request.

Sincerely yours,



ROBERT J. ENNIS

DE:pah

(Also see 3/14/81 memo)

EXHIBIT A