

## MEMORANDUM

**DATE:** August 5, 2021

**TO:** Jackie McCleve  
Office of the State Controller

**FROM:** Richard Brien  
Statewide Leasing Manager  
State Leasing Program, Division of Public Works, Department of Administration

**SUBJECT:** Request for Recognition of Assignment

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Enclosed for the Board of Examiners upcoming Subcommittee meeting in August 2021 is the following Request for Recognition of Assignment:

**From MR Priest & Sons, Inc to Payette Forward LLC**

A transfer of interest in the real property lease of the State of Idaho, by and through **Boise State University**, as “Lessee,” and Lessee’s occupancy of **517 W. Highland St., Boise, Idaho**.

A copy of the Lease Agreement, including any existing amendments and any other applicable documents, is also enclosed for your information. References provided by the new owner were found to be satisfactory. The Department of Administration, Division of Public Works, State Leasing Program, requests that the Board approve the proposed Assignment at its next meeting.

If you have any questions or require further documentation, please contact me at (208) 332-1929. Thank you in advance for your assistance.

Cc: Jeff Banka, BSU  
Lease File

## LEASE AMENDMENT No. 5

8 THIS LEASE AMENDMENT ("Lease Amendment"), made and entered into this 9<sup>th</sup> day of January, 2017, by and between the MR Priest & Sons, Inc. 511 W. Highland St., Boise, Idaho 83706 ("Lessor") and the STATE OF IDAHO, by and through the Boise State University 1910 University Drive, Boise, Idaho 83725-1247 ("Lessee"), is an amendment of the Lease Agreement for Space between the Lessor and the Lessee entered into on January 15, 2004, for space located at 517 Highland St., Boise, Idaho 83706.

### WITNESSETH

WHEREAS, the parties desire to amend the Lease Agreement for Space;

WHEREAS, the LESSEE is legally authorized to enter in this amendment by power granted by Title 67, Chapter 57 of Idaho Code, with the approval of the Department of Administration; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Lease Agreement for Space is hereby amended as follows:

**1. SECTION 2. TERM.** The first two sentences of Section 2 are hereby deleted and replaced with the following; the remainder of Section 2 remains in full force and effect:

The term of this Lease Agreement shall end at midnight on January 15, 2020. The Lessee may, at the expiration of the term of this Lease Amendment and without the necessity of renewing said Lease Amendment, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Amendment for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

**2. SECTION 3. PAYMENT.** The following is hereby added after the last sentence of Section 3:

Effective January 15, 2018, the lease payment shall be payable in monthly installments of \$2,250 each. The lease payment shall be computed at a rate of \$5.40 per square foot, per year. The total square footage of the Premises is 5,000, subject to measurement using BOMA standard. The total yearly lease payment is \$27,000. Upon election by the Lessee to pay in advance:  N/A,  quarterly,  semi-annually, or  annually, the Lessor shall allow Lessee a discount of One Percent (1%). The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment.

**3. NO ADDITIONAL PROVISIONS.** The parties agree that all provisions of the original Lease Agreement for Space, dated January 15, 2004, and all previous agreements, unless specifically hereby amended, shall remain in force during the period covered by the Lease Amendment. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Amendment, shall be deemed to enlarge, limit or otherwise affect the operation of the Lease Agreement for Space or this Lease Amendment.

IN WITNESS WHEREOF, the Parties have executed this Lease Amendment as set forth above.

LESSOR: MR Priest & Sons, Inc.

Date Executed

By: M. Rodney Priest  
Signature  
M. Rodney Priest  
Printed Name

STATE OF Idaho)  
COUNTY OF Ada) ss.

On this 29<sup>th</sup> day of December, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared M. Rodney Priest, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of MR Priest & Sons, Inc. as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

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



Heidi V. Cooper  
NOTARY PUBLIC · HEIDI V. COOPER  
Residing at: Boise, Idaho  
Commission expires 6/3/19

LESSEE: Boise State University

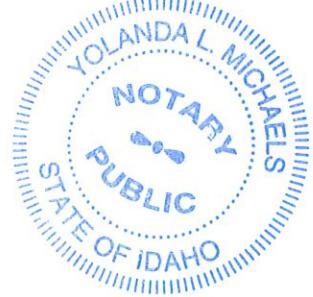
Date Executed

By: Mark J. Heil  
Signature  
Mark J. Heil, VPKFO  
Printed Name

STATE OF IDAHO)  
COUNTY OF ADA) ss.

On this 19<sup>th</sup> day of DECEMBER, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark J. Heil, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Boise State University, and acknowledged to me that he/she executed the same on behalf of the Lessee.

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



Yolanda L. Michaels  
NOTARY PUBLIC · YOLANDA L. MICHAELS  
Residing at: BOISE ID 83725  
Commission expires JUNE 9 2023

APPROVED BY:

  
Linda S. Miller

Statewide Leasing Manager  
Division of Public Works, Department of Administration

Date

1/9/18

## LEASE AMENDMENT – No. 4

THIS AMENDMENT ("Lease Amendment"), made and entered into this 15<sup>th</sup> day of January, 2015, by and between **M.R. Priest & Sons, Inc., 511 West Highland Street, Boise, Idaho 83706**, ("Lessor") and the STATE OF IDAHO, by and through the **Boise State University, Geosciences Department** ("Lessee"), is an amendment of the original Lease Agreement For Space between the Lessor and the Lessee entered into on **January 15<sup>th</sup>, 2004**, for space located at **517 Highland Street, Boise, Idaho**.

### WITNESSETH

WHEREAS, the parties desire to amend the Lease Agreement for Space;

WHEREAS, the LESSEE is legally authorized to enter in this amendment by power granted by Title 67, Chapter 57 of Idaho Code, with the approval of the Department of Administration; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Lease Agreement for Space is hereby amended as follows:

**1. TERM OF LEASE AMENDMENT.** This Lease Amendment shall begin on **January 15<sup>th</sup>, 2016**. The term of this Lease Amendment shall be extended for a term of **Twenty-Four (24)** months and shall end at midnight on **January 14<sup>th</sup>, 2018**. The Lessee may, at the expiration of the term of this Lease Amendment and without the necessity of renewing said Lease Amendment, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Amendment for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

**2. PAYMENT.** Effective **January 15<sup>th</sup>, 2016**, the lease payment shall be payable in monthly installments of **Two Thousand One Hundred Eighty Seven and 50/100 Dollars (\$2,187.50)** each. The lease payment shall be computed at a rate of **\$5.25** per square foot, per year. The total square footage of the Premises is **Five Thousand (5,000)**, subject to measurement using BOMA standard. The total yearly lease payment is **Twenty Six Thousand Two Hundred Fifty and No/100 Dollars (\$26,250.00)**. Upon election by the Lessee to pay in advance  quarterly,  semi-annually, or  annually, the Lessor shall allow Lessee a discount of **One Percent (1%)**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment.

**3. NO ADDITIONAL PROVISIONS.** The parties agree that all provisions of the original Lease Agreement for Space, dated **January 15<sup>th</sup>, 2004**, and all previous agreements, unless specifically hereby amended, shall remain in force during the period covered by the Lease Amendment. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Amendment, shall be deemed to enlarge, limit or otherwise affect the operation of the Lease Agreement for Space or this Lease Amendment.

IN WITNESS WHEREOF, the Parties have executed this Lease Amendment as set forth above.

LESSOR:  
M.R. Priest & Sons, Inc.

12/18/15  
Date Executed

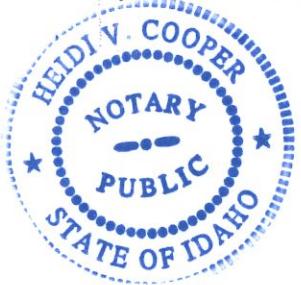
By: M. Rodney Priest  
Signature  
M. RODNEY PRIEST  
Printed Name

STATE OF Idaho)  
) ss.

COUNTY OF Ada)

On this 18<sup>th</sup> day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared M. RODNEY PRIEST, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of M.R. Priest & Sons, Inc., as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

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 Heidi V. Cooper  
Residing at: Boise, Idaho  
Commission expires 6/3/19

LESSEE:  
State of Idaho  
Boise State University

Date Executed

By: \_\_\_\_\_  
Signature  
Jo Ellen DiVeci, AIA, LEED AP  
Printed Name

STATE OF \_\_\_\_\_)  
) ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Boise State University as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

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 \_\_\_\_\_  
Residing at: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

APPROVED BY:

  
Linda S. Miller  
Statewide Leasing Manager  
Division of Public Works, Department of Administration

Date

*Other copies  
notarized  
by  
M. Rodney  
Priest*

## LEASE AMENDMENT – No. 4

THIS AMENDMENT ("Lease Amendment"), made and entered into this 1st day of April, 2015, by and between **M.R. Priest & Sons, Inc., 511 West Highland Street, Boise, Idaho 83706** ("Lessor") and the **STATE OF IDAHO, by and through the Boise State University, Geosciences Department** ("Lessee"), is an amendment of the original Lease Agreement For Space between the Lessor and the Lessee entered into on **January 15<sup>th</sup>, 2004**, for space located at **517 Highland Street, Boise, Idaho**.

### WITNESSETH

WHEREAS, the parties desire to amend the Lease Agreement for Space;

WHEREAS, the LESSEE is legally authorized to enter in this amendment by power granted by Title 67, Chapter 57 of Idaho Code, with the approval of the Department of Administration; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Lease Agreement for Space is hereby amended as follows:

**1. TERM OF LEASE AMENDMENT.** This Lease Amendment shall begin on **January 15<sup>th</sup>, 2016**. The term of this Lease Amendment shall be extended for a term of **Twenty-Four (24)** months and shall end at midnight on **January 14<sup>th</sup>, 2018**. The Lessee may, at the expiration of the term of this Lease Amendment and without the necessity of renewing said Lease Amendment, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Amendment for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

**2. PAYMENT.** Effective **January 15<sup>th</sup>, 2016**, the lease payment shall be payable in monthly installments of **Two Thousand One Hundred Eighty Seven and 50/100 Dollars (\$2,187.50)** each. The lease payment shall be computed at a rate of **\$5.25** per square foot, per year. The total square footage of the Premises is **Five Thousand (5,000)**, subject to measurement using BOMA standard. The total yearly lease payment is **Twenty Six Thousand Two Hundred Fifty and No/100 Dollars (\$26,250.00)**. Upon election by the Lessee to pay in advance  quarterly,  semi-annually, or  annually, the Lessor shall allow Lessee a discount of **One Percent (1%)**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment.

**3. NO ADDITIONAL PROVISIONS.** The parties agree that all provisions of the original Lease Agreement for Space, dated **January 15<sup>th</sup>, 2004**, and all previous agreements, unless specifically hereby amended, shall remain in force during the period covered by the Lease Amendment. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Amendment, shall be deemed to enlarge, limit or otherwise affect the operation of the Lease Agreement for Space or this Lease Amendment.

IN WITNESS WHEREOF, the Parties have executed this Lease Amendment as set forth above.

LESSOR:  
M.R. Priest & Sons, Inc.

12/18/15  
Date Executed

By: M. Rodney Priest  
Signature  
M. RODNEY PRIEST  
Printed Name

STATE OF Idaho)

) ss.

COUNTY OF Ada)

On this 18<sup>th</sup> day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared M. RODNEY PRIEST, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of M.R. Priest & Sons, Inc., as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

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 Heidi V. Cooper  
Residing at: Boise, Idaho  
Commission expires 6/3/19

LESSEE:  
State of Idaho  
Boise State University

Date Executed

By: \_\_\_\_\_ Signature  
Jo Ellen DiLucchi, AVPFA  
Printed Name

STATE OF \_\_\_\_\_)  
) ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Boise State University as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

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 \_\_\_\_\_  
Residing at: \_\_\_\_\_  
Commission expires \_\_\_\_\_

APPROVED BY:

  
Linda S. Miller  
Statewide Leasing Manager  
Division of Public Works, Department of Administration

Date

*Other copies notarized  
J.W. Miller  
W. Miller*

## LEASE AMENDMENT

THIS LEASE AMENDMENT ("Lease Amendment"), made and entered into this 25<sup>0</sup> day of January, 2009, by and between M. R PRIEST & SONS, INC., 515 HIGHLAND STREET, BOISE, ID 83706, ("Lessor") and the STATE OF IDAHO, by and through the BOISE STATE UNIVERSITY, GEOLOGY DEPARTMENT ("Lessee"), is an amendment of the original Lease Agreement For Space ("Lease") between the Lessor and the Lessee entered into on JANUARY 15, 2004, for space located at 517 HIGHLAND STREET, BOISE, Idaho.

### WITNESSETH

WHEREAS, the parties desire to amend the Lease;

WHEREAS, the LESSEE is legally authorized to enter in this amendment by power granted by Title 67, Chapter 57 of Idaho Code, with the approval of the Department of Administration; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Lease is hereby amended as follows:

**1. TERM OF LEASE AMENDMENT.** This Lease Amendment shall begin on JANUARY 15, 2009. The term of the Lease shall be extended for a term of THIRTY-SIX (36) months and shall end at midnight on JANUARY 14, 2012. The Lessee may, at the expiration of the term of this Lease and without the necessity of renewing said Lease, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in the Lease for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

**2. LEASE PAYMENT.** Effective JANUARY 15, 2009, the lease payment shall be payable in monthly installments of \$2,087.50 each. The lease payment shall be computed at a rate of \$5.01 per square foot, per year. The total square footage of the Premises is 5,000, subject to measurement using BOMA standard. The total yearly lease payment is \$25,050.00. Upon election by the Lessee to pay in advance  quarterly,  semi-annually, or  annually, the Lessor shall allow Lessee a discount of n/a Percent. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment.

**3. OPTION TO RENEW.** Lessee shall have one additional option to renew the Lease for a period of two (2) more years. The new lease payment shall increase according to the percentage increase in the Consumer Price Index from the Base Price Index. The "Consumer Price Index" shall mean the average for "all items" (1982-84 = 100) shown on the "U.S. City Average for all Urban Consumers", as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor. The "Base Price Index" shall be the index in effect on January 1, 2009. Lessee shall give written notice to the Lessor of his intent to renew the Lease upon the above terms no later than ninety (90) days prior to the expiration of the Lease Agreement or any renewal period of the Lease.

**4. IMPROVEMENTS TO THE PREMISES.** The parties agree that the Work described in paragraph 7.C. are not be required by the Lessee and the provisions in paragraph 7.C. of the Lease are thus null and void.

**5. REAL ESTATE TAX EXEMPTION.** Title 63, Chapter 6, provides an exemption from taxation for that portion of a building used primarily for nonprofit school purposes or charter school purposes. The Lessor and Lessee shall mutually complete an application for property tax exemption to the Ada County Commissioners Office on or before June 24<sup>th</sup> of each calendar year occurring throughout Lessee's occupancy of the Premises. In the event the Ada County Commissioners approves the property tax exemption, the Lessor shall credit fifty percent (50%)

of the amount saved to the Lessee's lease payment due in each December occurring throughout Lessee's occupancy of the Premises and the remaining fifty percent (50%) to the Lessee's lease payment due the following June throughout Lessee's occupancy of the Premises. In the event the Ada County Commissioners Office denies the property tax exemption during Lessee's occupancy of the Premises, the Lessee agrees to reimburse the Lessor for any taxes billed or penalties assessed against the Lessor, in an amount to not exceed the credit provided to lessee.

**6. NO ADDITIONAL PROVISIONS.** The parties agree that all provisions of the original Lease Agreement For Space, dated JANUARY 15, 2004, and all previous agreements, unless specifically hereby amended, shall remain in force during the period covered by the Lease Amendment. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Amendment, shall be deemed to enlarge, limit or otherwise affect the operation of the Lease Agreement For Space or this Lease Amendment.

IN WITNESS WHEREOF, the Parties have executed this Lease Amendment as set forth above.

**LESSOR: M. R. PRIEST & SONS INC.**

*M. Rodney Priest*

STATE OF Idaho)  
ss.  
COUNTY OF Ada)

On this 2 day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared M. Rodney Priest, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of M.R. PRIEST & SONS INC. as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

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



*Katie Hampton*

Notary Public

Commission expires on 07/19/10

Residing at Boise

LESSEE: BOISE STATE UNIVERSITY, GEOLOGY DEPARTMENT

Stacy Pearson

STATE OF IDAHO)  
COUNTY OF ADA)  
ss.

On this 6<sup>th</sup> day of FEBRUARY, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Stacy Pearson, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Boise State University, Geology Department as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

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



Yolanda L. Michaels  
Notary Public

Commission expires on JUNE 9, 2011

Residing at Boise, ID

APPROVED BY:

Linda S. Miller 2/1/2009

Linda S. Miller  
State Leasing Manager  
Division of Public Works, Department of Administration

RECEIVED

MAR 11 2020

LEASE AMENDMENT No. Six

PUBLIC WORKS

THIS LEASE AMENDMENT ("Lease Amendment"), made and entered into this 14 day of March, 2020, by and between MR Priest & Sons, Inc., 511 West Highland Street, Boise, Idaho 83706 ("Lessor") and the STATE OF IDAHO, by and through Boise State University, 1910 University Drive, Boise, Idaho 83725-1247 ("Lessee"), is an amendment of the Lease Agreement for Space between the Lessor and the Lessee entered into on January 15, 2004, for space located at 517 Highland Street, Boise, Idaho 83706.

WITNESSETH

WHEREAS, the parties desire to amend the Lease Agreement for Space;

WHEREAS, the LESSEE is legally authorized to enter in this amendment by power granted by Title 67, Chapter 57 of Idaho Code, with the approval of the Department of Administration; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Lease Agreement for Space is hereby amended as follows:

**1. SECTION 2. TERM.** Section 2 is hereby deleted and replaced with the following:

The term of this Lease Amendment shall be Twenty-Four Months (24) and shall begin on January 16, 2020 and shall end at midnight on January 15, 2022. The Lessee may, at the expiration of the term of this Lease Amendment and without the necessity of renewing said Lease Amendment, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Amendment for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

**2. SECTION 3. PAYMENT.** Section 3 is hereby deleted and replaced with the following:

Effective January 16, 2020, the lease payment shall be payable in monthly installments of \$2,316.67 each. The lease payment shall be computed at a rate of \$5.56 per square foot, per year. The total square footage of the Premises is 5,000, subject to measurement using BOMA standard. The total yearly lease payment is \$27,800.00. Upon election by the Lessee to pay in advance:  N/A,  quarterly,  semi-annually, or  annually, the Lessor shall allow Lessee a discount of One Percent (1%). The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

**3. NO ADDITIONAL PROVISIONS.** The parties agree that all provisions of the original Lease Agreement for Space, dated January 15, 2004, and all previous agreements, unless specifically hereby amended, shall remain in force during the period covered by the Lease Amendment. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Amendment, shall be deemed to enlarge, limit or otherwise affect the operation of the Lease Agreement for Space or this Lease Amendment.

IN WITNESS WHEREOF, the Parties have executed this Lease Amendment as set forth above.

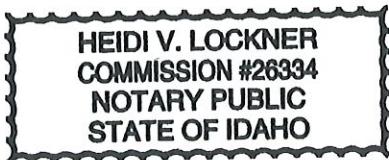
LESSOR: MR Priest & Sons, Inc.

By: Renette Gaumer  
Signature

STATE OF Idaho)  
COUNTY OF Ada) ss.

On this 19<sup>th</sup> day of December, 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Renette P. Gaumer known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of MR Priest & Sons, Inc., as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

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 Heidi V. Lockner  
Residing at: Boise, Idaho  
Commission expires 5-22-25

LESSEE: Boise State University

By: Marc J. Heil  
Signature

Marc J. Heil, VP CFO

STATE OF IDAHO)  
COUNTY OF ADA) ss.

On this 4<sup>th</sup> day of MARCH, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Marc J. Heil, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Boise State University, and acknowledged to me that he/she executed the same on behalf of the Lessee.

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 B  
Residing at: ADA COUNTY  
Commission expires 06/27/2024

APPROVED BY:

Richard Brien, Statewide Leasing Manager  
Division of Public Works, Department of Administration

3/14/2020  
Date

## LEASE AMENDMENT #3

THIS LEASE AMENDMENT ("Lease Amendment"), made and entered into this 14th day of March, 2014, by and between M. R. Priest & Sons, Inc., 515 Highland Street, Boise, Idaho 83706, ("Lessor") and the STATE OF IDAHO, by and through the Boise State University, Geosciences Department ("Lessee"), is an amendment of the original Lease Agreement For Space between the Lessor and the Lessee entered into on January 15, 2004, and subsequently amended on January 2, 2009 and on January 15, 2012, for space located at 517 Highland Street, Boise, Idaho.

### WITNESSETH

WHEREAS, the parties desire to amend the Lease Agreement For Space;

WHEREAS, the LESSEE is legally authorized to enter in this amendment by power granted by Title 67, Chapter 57 of Idaho Code, with the approval of the Department of Administration; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Lease Agreement for Space is hereby amended as follows:

**1. TERM OF LEASE AMENDMENT.** This Lease Amendment shall begin on January 15, 2014. The term of this Lease Amendment shall be extended for a term of twenty-four (24) months and shall end at midnight on January 14, 2016. The Lessee may, at the expiration of the term of this Lease Amendment and without the necessity of renewing said Lease Amendment, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Amendment for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

**2. LEASE PAYMENT.** Effective January 15, 2014, the lease payment shall be payable in monthly installments of \$2,139.83 each. The lease payment shall be computed at a rate of \$5.135 per square foot, per year. The total square footage of the Premises is 5,000, subject to measurement using BOMA standard. The total yearly lease payment is \$25,677.98. Upon election by the Lessee to pay in advance  quarterly,  semi-annually, or  annually, the Lessor shall allow Lessee a discount of one (1) Percent. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment.

**3. NO ADDITIONAL PROVISIONS.** The parties agree that all provisions of the original Lease Agreement For Space, dated January 15, 2004, and all previous agreements, unless specifically hereby amended, shall remain in force during the period covered by the Lease Amendment. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Amendment, shall be deemed to enlarge, limit or otherwise affect the operation of the Lease Agreement For Space or this Lease Amendment.

IN WITNESS WHEREOF, the Parties have executed this Lease Amendment as set forth above.

LESSOR: M. R. Priest & Sons, Inc.

M Rodney Priest

STATE OF Idaho)  
COUNTY OF Ada)ss.

On this 26<sup>th</sup> day of February, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared M. Rodney Priest, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of M. R. Priest & Sons, Inc. as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

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



Heidi V. Cooper

Notary Public

Commission expires on 6/3/19

Residing at Boise, Idaho

LESSEE: Boise State University, Geosciences Department

Stacy Pearson  
Stacy Pearson, IDEA

STATE OF IDAHO)  
COUNTY OF Ada)

On this 10<sup>th</sup> day of MARCH, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared STACY PEARSON, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Boise State University, Geosciences Department as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

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



Yolanda L. Michaels Notary Public

Commission expires on JUNE 9, 2017

Residing at BOISE, ID

APPROVED BY:

Linda S. Miller  
State Leasing Manager  
Division of Public Works, Department of Administration

Date \_\_\_\_\_

## LEASE AMENDMENT #2

THIS LEASE AMENDMENT #2 ("Amendment #2"), made and entered into this 15<sup>th</sup> day of January, 2012, by and between M. R. Priest & Sons, Inc. , 515 Highland Street, Boise, Idaho 83706, ("Lessor") and the STATE OF IDAHO, by and through Boise State University, Geosciences Department ("Lessee"), is an amendment of the original Lease Agreement For Space between the Lessor and the Lessee entered into on January 15, 2004 and subsequently amended on January 2, 2009, for space located at 517 Highland Street, Boise, Idaho.

### WITNESSETH

WHEREAS, the parties desire to amend the Lease Agreement For Space;

WHEREAS, the LESSEE is legally authorized to enter in this amendment by power granted by Title 67, Chapter 57 of Idaho Code, with the approval of the Department of Administration; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Lease Agreement for Space is hereby amended as follows:

**1. TERM OF AMENDMENT #2.** Amendment #2 shall begin on January 15, 2012. The term of Amendment #2 shall be extended for a term of Twenty-Four (24) months and shall end at midnight on January 14, 2014. The Lessee may, at the expiration of the term of this amendment and without the necessity of renewing said amendment, continue in its occupancy of the Premises on a month-to-month basis upon the terms and conditions set forth in this amendment for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month-to-month occupancy upon ninety (90) days' prior written notice to the Lessee.

**2. LEASE PAYMENT.** Effective January 15, 2012, the lease payment shall be payable in monthly installments of \$2,139.83 each. The lease payment shall be computed at a rate of \$5.135 per square foot, per year. The total square footage of the Premises is 5,000, subject to measurement using BOMA standard. The total yearly lease payment is \$25,677.98. Upon election by the Lessee to pay in advance  quarterly,  semi-annually, or  annually, the Lessor shall allow Lessee a discount of N/A Percent. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment.

**3. ROUTINE MAINTENANCE OF HVAC AND PLUMBING SYSTEMS.** Lessee shall provide for routine maintenance of the HVAC and Plumbing Systems within the Premises. Routine maintenance for HVAC shall be defined as: filter changes, grease and oil for motors, fan belts and cleaning unit coils as required. It shall not include replacement of fans, motors, drives, or other equipment components. Routine maintenance for Plumbing Systems shall be defined as: checking water systems for leaks, replacing seals and gaskets as required. Any item not listed as included as routine maintenance service shall be considered excluded and shall be the responsibility of the Lessor. The Parties agree that the lease payment has been computed to provide the Lessee with a \$500.00 annual credit to offset its cost of routine maintenance.

**4. PROPERTY TAX EXEMPTION.** Whereas Title 63, Chapter 6, provides an exemption from taxation for that portion of a building used primarily for nonprofit school purposes or charter school purposes, the parties agree to mutually complete an application for property tax exemption and furnish it to

the Ada County Commissioners Office on or before the fourth Monday in June of each calendar year occurring throughout Lessee's occupancy of the Premises. In the event the Ada County Commissioners approves the property tax exemption, the Lessor shall credit fifty percent of any resulting savings to Lessee's lease payment due on each subsequent January and the balance to Lessee's lease payment due on each subsequent July.

In the event the Ada County Commissioners Office denies the property tax exemption during Lessee's occupancy of the Premises, the Lessee agrees to reimburse the Lessor for any taxes billed or penalties assessed against the Lessor as a result of said denial, in an amount to not exceed the credit provided to Lessee.

**5. NO ADDITIONAL PROVISIONS.** The parties agree that all provisions of the original Lease Agreement For Space, dated January 15, 2004 and subsequently amended on January 2, 2009, shall remain in force during the period covered by this Amendment #2. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Amendment #2, shall be deemed to enlarge, limit or otherwise affect the operation of the Lease Agreement For Space.

IN WITNESS WHEREOF, the Parties have executed this Lease Amendment as set forth above.

LESSOR: M. R. Priest & Sons, Inc.

m Rodney Priest

On this 8<sup>th</sup> day of March, 2012, before me, the undersigned, a Notary Public in  
and for said State, personally appeared M. Rodney Priest, known or identified to me  
to be the person whose name is subscribed to the foregoing instrument on behalf of M. R. Priest & Sons,  
Inc. as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

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



Heidi V. Cooper  
Notary Public

## Notary Public

Commission expires on 6/1/13 Residing at Boise, ID

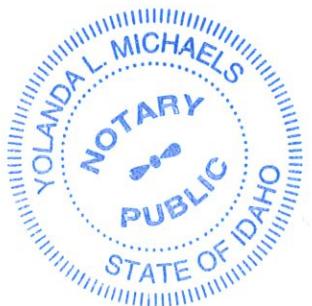
**LESSEE: Boise State University BOISE STATE UNIVERSITY, GEOSCIENCES DEPARTMENT**

Stacy Pearson  
VP Finance & Administration

STATE OF Idaho)  
COUNTY OF Ada)

On this 9<sup>th</sup> day of April, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Stacy Pearson, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Boise State UniversityBoise State University, Geosciences Department as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

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



Yolanda L. Michaels  
YOLANDA MICHAELS Notary Public

Commission expires on June 9, 2017

Residing at Boise, ID

**APPROVED BY:**



**Linda S. Miller**  
**State Leasing Manager**  
**Division of Public Works, Department of Administration**

April 12, 2012

Date

**STATE BOARD OF EXAMINERS**  
**Request for Recognition of Assignment Agreement**

"Assignor" as used herein is: M. R. Priest & Sons, Inc.  
511 W Highland St  
Boise, ID 83706

"Assignee" as used herein is: Payette Forward LLC  
PO Box 50247  
Austin, TX 78763

"Board" as used herein is the State Board of Examiners, State of Idaho.

"Controller" as used herein is the Idaho State Controller and Secretary to the Board.

WHEREAS, the State of Idaho is or may be obligated to make payments to Assignor pursuant to its contractual or other obligations, more particularly described as follows:

Real property leases regarding the STATE OF IDAHO:

By and through **Boise State University** as "Lessee" and Lessee's occupancy  
of **517 W Highland St, Boise, Idaho**;

WHEREAS, the Assignor has agreed with Assignee to assign all rights of payment for the above obligations to Assignee. **The parties hereby agree the effective date of the transfer of real property occurred June 17, 2021, and that payment shall be made to Assignee beginning on this date. The parties furthermore agree that no payments will be made to Assignee until this Assignment is approved by and through the State Board of Examiners as reflected by the attached Lease Agreement;** and

NOW THEREFORE, pursuant to I.C. Sec. 67-1027, Assignee requests the Board to specially approve assignment of the above obligations on the conditions below:

- (1) Assignee agrees that its rights shall be subordinate to any claims the State of Idaho or any of its agencies or instrumentalities have or may have against Assignor now or in the future. These claims include, but are not limited to, contracts, tort claims, taxes, fines or penalties of any sort.
- (2) If the State receives more than one claim against the amounts owed to Assignor, Assignee shall pay the State the total cost of evaluating such claims. These costs include, but are not limited to, reasonable attorney's fees for the evaluation of the conflicting claims and any expenses necessary for such evaluation, including but not limited to, photocopying, transcript costs or any travel costs, as necessary. It is intended that the State of Idaho be made whole in the event that there is any dispute over the sums involved.
- (3) As to any payments made by the State to Assignee on the above referenced obligations, Assignee agrees to defend, indemnify, and hold harmless the State of Idaho for any claims made against the State resulting from such payments to Assignee. It is intended that the State of Idaho be made whole in any dispute involving payments made to Assignee.

The undersigned certifies that he/she is duly authorized by Assignee to execute this Agreement.

**ASSIGNOR: M. R. Priest & Sons, Inc.**

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF IDAHO )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the **ASSIGNOR** whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he/she 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.

(SEAL)

Residing at \_\_\_\_\_ Notary Public \_\_\_\_\_  
\_\_\_\_\_  
My commission expires \_\_\_\_\_

**ASSIGNEE: Payette Forward LLC**

Date: July 20, 2021

Signature: C 2 -

Printed Name: Alyssa Martin

Title: Owner / manager

STATE OF IDAHO )  
: ss.  
COUNTY OF TRAVIS )

On this 20 day of JULY, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared ALYSSA MARTIN, known to me to be the **ASSIGNEE** whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he/she 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.

(SEAL)

Residing at 3105 WINDSOR RD  
AUSTIN TEXAS 77093

Notary Public \_\_\_\_\_  
My commission expires 11/26/2022

The undersigned certifies that he/she is duly authorized by Assignee to execute this Agreement.

ASSIGNOR: M. R. Priest & Sons, Inc.

Date: 7/20/21

Signature: Renette P. Ganner

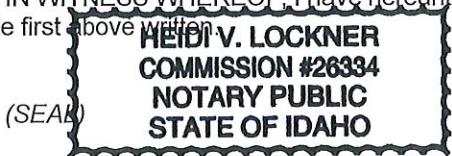
Printed Name: RENETTE P.ANNER

Title: PRESIDENT

STATE OF IDAHO )  
COUNTY OF Ada )  
: ss.

On this 21<sup>st</sup> day of July, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Renette Ganner, known to me to be the ASSIGNOR whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he/she 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



Residing at Boise, Idaho

Heidi V. Lockner  
Notary Public My commission expires 5/22/25

ASSIGNEE: Payette Forward LLC

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF IDAHO )  
COUNTY OF \_\_\_\_\_ )  
: ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the ASSIGNEE whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he/she 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.

(SEAL)

Residing at \_\_\_\_\_ Notary Public My commission expires \_\_\_\_\_

## LEASE AGREEMENT FOR SPACE

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between M. R. PRIEST & SONS INC., 515 HIGHLAND STREET, BOISE, IDAHO 83706, Tax ID # (the "Lessor"), and the STATE OF IDAHO, by and through BOISE STATE UNIVERSITY, MASTER OF FINE ARTS STUDIO, (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

### **WITNESSETH**

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. Lease of Premises. The Lessor does hereby demise and lease to the Lessee the Premises situated in the City of BOISE, County of ADA, State of Idaho, known and described as follows: 517 HIGHLAND STREET, BOISE, IDAHO.
2. Term. The term of this Lease Agreement is SIXTY (60) months. As time is of the essence, the term of this Lease Agreement shall begin on JANUARY 15, 2004 and shall end at midnight on JANUARY 14, 2009. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.
3. Payment. The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of \$1,804.17 each. The lease payment shall be computed at a rate of \$4.33 per square foot, per year. The total square footage of the Premises is 5,000, subject to measurement using BOMA standard. The total yearly lease payment is \$21,650.00. Upon election by the Lessee to pay in advance N/A quarterly, N/A semi-annually, or N/A annually, the Lessor shall allow Lessee a discount of 0 Percent. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.
4. Acceptance of Premises. Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibits A, and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement acknowledging inspection and acceptance of the Premises. Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or

familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.

5. No Waste; Repairs. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures as provided for in Paragraph 13 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

6. Services and Parking. The Lessor covenants that it will provide, perform, and pay for the services, maintenance and parking as follows:

A. Facility Repair and Maintenance:

General Building structure and related equipment (Interior and Exterior).  
Heating system and related equipment.  
Cooling and air handling system and related equipment.  
Electrical system and related equipment.  
Sewer and plumbing systems and related equipment.  
Exterior lighting, including landscaped areas, parking area and walkway.  
Cleaning ground and parking area of debris ~~X~~ as needed.  
Ice and snow removal prior to start of each business day.  
Lawn and shrubbery care weekly during season.

B. Parking: A total of FOUR (4) lighted and paved automotive parking spaces (including NONE of which will be secured) will be maintained with adequate ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

7. Special Provisions.

A. Taxes. Lessor shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority.

B. Option to Renew. Lessee shall have one (1) options to renew this Lease for a period of five (5) years. The lease payment shall be computed at a rate of \$5.01 per square foot, per year. The total yearly lease payment shall be \$25,050.00, payable in monthly installments of \$2,087.50 each. Lessee shall give written notice to the Lessor of his intent to renew the Lease upon the above terms no later than ninety (90) days prior to the expiration of the Lease Agreement or any renewal period of the Lease.

C. Improvements to the Premises.

1. Lessor shall, on Lessee's behalf, construct those certain improvements to the Premises detailed on Exhibits A attached hereto (the "Work"). Cost of the Work shall not exceed \$87,800.00 and shall be limited to the actual costs for material, labor, professional services, permits and fees. Upon completion of construction and acceptance of the Work, Lessee shall reimburse the Lessor ninety-five percent (95%) of the amount due the Lessor. The balance shall be paid thirty (30) days following completion of construction.

2. Lessor hereby agrees to commence work on January 15, 2004 and to substantially complete the Work within SIXTY (60) consecutive calendar days thereafter.

3. The Lessor agrees to maintain any and all insurance coverages applicable to this construction, including worker's compensation and liability insurance. The Lessor further agrees to indemnify, defend and save harmless the Lessee from and against any and all claims, damages, costs, legal fees, expenses, actions and suits whatsoever, including injury or death of others or any employee of the Lessor, subcontractors, agents or employees, caused directly or indirectly by the carrying out of the Work, or caused by any matter or thing done, permitted or omitted to be done by the Lessor, his agents, subcontractors or employees and occasioned by the negligence of the Lessor, his agents, subcontractors

or employees.

4. All Work shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Lessor shall obtain any and all permits and inspections applicable to this Work which must comply with all applicable codes, ordinances, rules and regulations. Lessor shall warrant and guaranty all materials, equipment and workmanship. Upon completion of the Work, Lessor shall furnish to the Lessee a listing of products, subcontractors, supplier and/or manufacturers and maintenance manuals relative to the Work. A copy of the certificate of occupancy as issued by the local governing authority, together with a copy of the as-builts and warranties for the facility, shall be furnished to the Lessee, prior to its acceptance of the facility. At its discretion, the Lessee may have the Division of Building Safety inspect the premises prior to accepting the Premises. Lessor shall complete a final cleaning upon completion of the Work. Lessor shall perform the Work so as to minimize any disturbances to the day to day business activities of the Lessee.

5. Lessee's inspection and acceptance of the Work are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Lessee's discretion, Lessee may have particular conditions or parts of the Work inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Work.

6. Notwithstanding any other provision of this Amendment to the Lease Agreement or the Lease Agreement covering the Premises, the trade fixtures installed by Lessor and reimbursed by the Lessee shall, at the option of the Lessee, not become the property of the Lessor. Upon the termination of the Lease Agreement, the Lessee may remove the trade fixtures installed by Lessor and return the Premises in as close to original condition as possible, reasonable wear and tear excepted. Trade fixtures shall include the following items:

- All Tenant Improvement modification as identified in Exhibit A, except;
  - HVAC system and related equipment
  - Electrical system and related equipment
  - Sewer and Plumbing systems and related equipment
  - Exterior lighting and non-presentation interior lighting

7. All buildings renovated specifically for use or occupancy by any state government agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards Code No. 1, the Uniform Building Code, the Uniform Mechanical Code and the Uniform Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to remodeling of such buildings construction plans shall be reviewed and approved by the Division of Building Safety and the Permanent Building Fund Advisory Council.

D. Other Special Provisions. No other special provisions exist.

8. Failure to Repair, Maintain or Service. In the event that the Lessor shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor reasonable notice and time to cure and, failing such cure, Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and deduct such sums expended doing so from the lease payments due to the Lessor. In the event that such failure or refusal prevents Lessee from occupying any or all of the Premises, Lessee may deduct a pro rata sum from its lease payments equal to the greater of the monthly cost per square foot of those Premises not acceptable for occupancy or the actual cost incurred by the Lessee to secure and occupy alternate premises. Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

9. Personal Injury Damages. Subject to any applicable provisions of the Idaho Tort Claims Act, Lessee agrees to defend and hold Lessor harmless for any and all claims based on proven personal injury damages suffered by public business invitees of the Lessee, provided, however, that Lessee shall have such obligation

only for injuries and damages resulting from the negligent acts or omissions of employees of the Lessee and shall have no such obligation related to acts or omissions of employees or invitees of the Lessor.

10. Indemnification. Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee.

11. Use of Premises. Lessee shall use the Premises for the following purposes: **THE BUSINESS OF BOISE STATE UNIVERSITY**. Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public authority respecting such use as specified above. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

12. Fire or Damage.

A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement shall be automatically terminated and at an end. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable office space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, the Lessee may elect, at its sole option, to relocate to such substitute office space and all relocation costs shall be at the sole expense of the Lessor. Rents will be continued upon occupancy at the lesser of: (i) the current lease rate; or (ii) the market rate for the substitute space. Such relocation shall be for the remainder of this Lease Agreement or any extension.

B. Some Portion Fit for Occupancy.

(i) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.

(ii) If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 12.B.(i), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space and all relocation costs shall be at the sole expense of the Lessor. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

13. Alterations. Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by

Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee may remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable wear and tear excepted. For purposes of this Lease Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

14. Default. In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent therefor; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

15. Sufficient Appropriation by Legislature Required. It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments. All future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

16. Assignment by Lessee - Right to Terminate Lease Agreement at Direction of Idaho Department of Administration. The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one-year period from the date of the commencement of the Lease Agreement as determined under Paragraph 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later. Additionally, the Department of Administration, at its option, upon providing thirty (30) days' written notice to the Lessor, may relocate the Lessee and assign the space to another state agency, department or institution. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by the Department of Administration.

17. Officials, Agents and Employees of Lessee Not Personally Liable. It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

18. Relation of Parties. The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

19. Notices. Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at 515 HIGHLAND STREET, BOISE, IDAHO 83706 and any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in Boise, i.e., 1910 UNIVERSITY DRIVE, BOISE, IDAHO 83725. A copy of any such notice shall also be sent to the Department of Administration, Division of Public Works, Attn: Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

20. Insurance. The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. In the event that the Lessee shall prepay rent in the manner set forth in this Lease Agreement, the insurance policy (or policies) obtained and maintained by the Lessor shall identify the Lessee as a named insured under the terms of the policy. Any such insurance policy shall further state that the Lessee shall be entitled to receive insurance proceeds in the full amount of any prepaid rent prior to any distribution of insurance proceeds to the Lessor or any other third party not having an insurable interest in the Premises. The Lessor shall provide the Lessee with a copy of its insurance policy on or before the term this Lease Agreement commences. The Lessee acknowledges that its personal property is subject to coverage in accordance with state law.

21. Heirs and Assigns. The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. Any assignment of this Lease Agreement must be approved by the State Board of Examiners in accordance with Idaho Code § 67-1027. If the Lessor assigns its interest in this Lease Agreement pursuant to a sale or other conveyance of the Premises (except a conveyance as contemplated by Paragraph 34) to a person or entity expressly assuming Lessor's obligations under this Lease Agreement, Lessee agrees, subject to obtaining the approval required by Idaho Code § 67-1027, to continue under this Lease Agreement and to recognize the new owner as the Lessor. This paragraph shall not in any way act as a release of any claim by Lessee as against the original Lessor nor shall it act as a waiver of any default under this Lease Agreement existing at the time of such sale or conveyance and assignment to the extent that any such default continues and remains uncured after such sale and assignment.

22. Nonwaiver. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

23. Modification. This Lease Agreement may be modified in any particular only by the prior written consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.**

24. Renewal. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred twenty (120) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration of the Lease Agreement, Lessor may lease the Premises to another party, but not on more favorable terms than offered to Lessee, without first giving Lessee ninety (90) days to accept or reject those new terms.

25. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard, as well as moving costs and consequential damages, will be at the sole expense of the Lessor.

26. Non Discrimination. The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975 and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

27. Handicap Accessibility. Any space leased by the State of Idaho will meet or exceed standards for handicap accessibility as set out in the American National Standards Institute A117-1, 1992; Americans With Disabilities Act, Public Law 101-336 and applicable regulations; Uniform Building Code Chapter 11; and federal regulations applicable to the occupying agency.

28. Executive Order 99-06. All buildings owned or maintained by any state government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the International Building Code, the International Mechanical Code and the 2000 International Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety and the Permanent Building Fund Advisory Council.

29. Executive Order 2001-04. Executive Order 2001-04 requires that long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all state buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 13 of the Building Code, 1997 Edition; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; (iv) "state-of-the-art" systems and equipment to conserve energy economically.

30. Executive Order 2000-01. Executive Order 2000-01 requires that all state-owned or state-lease buildings, facilities or area occupied by state employees shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

31. Material Representations. The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

32. Severability. If any term or provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.

33. Lessor's Right to Lease. The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor shall put the Lessee into actual possession of the Premises at the commencement of the term of this Lease Agreement and shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension.

34. Mortgages by Lessor. Lessee recognizes that Lessor may encumber the Premises by a mortgage(s) or other instrument securing Lessor's obligations to a lender. In such event, the following provisions apply as to the holder of any such mortgage or security instrument and to any person or entity acquiring an interest in the Premises through such mortgage or security interest:

A. In the event of a foreclosure or acquisition by the holder of such mortgage or security instrument, (or by a third party at a foreclosure sale), this Lease Agreement shall continue in full force and effect and the holder or other acquiring party shall be entitled to the benefits of the Lessee's performance under this Lease Agreement and shall have such remedies as are available to the Lessor under this Lease Agreement with respect to any default by the lessee then existing or thereafter occurring.

B. Upon written notification to Lessee of a completed foreclosure or other acquisition by the holder or third party purchaser at a foreclosure sale, Lessee will attorn to the acquiring party and shall thereafter perform.

C. In the event of a foreclosure or acquisition by the holder of such mortgage or other security instrument (or by a third party purchaser at a foreclosure sale), claims by Lessee against the Lessor arising prior to acquisition by the holder or third party purchaser shall not apply to such holder or third party purchaser, provided, however, that this shall not act as a waiver of any rights of Lessee by reason of default under this Lease Agreement existing at the time of such foreclosure sale or other acquisition or thereafter arising, to the extent that such default is not cured under the provisions of this Lease Agreement.

35. Estoppel Certificate. Lessee agrees, upon reasonable written request, and from time to time, to provide to Lessor an Estoppel Certificate in the form attached hereto as Exhibit B.

36. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

**LESSOR: M. R. PRIEST & SONS INC.**

STATE OF IDAHO )  
COUNTY OF ADA ) )ss.

On this 11 day of JAN, 2003<sup>4</sup> before me, the undersigned, a Notary Public in and for said State, personally appeared M. KODNEY PRIEST, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of M. R. PRIEST & SONS INC. as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

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

Commission expires on 18/06/2018 Marilyn Clark  
Residing at Meridian, ID

LESSEE: BOISE STATE UNIVERSITY, MASTER OF FINE ARTS STUDIO

STATE OF STATE OF IDAHO )  
COUNTY OF Ada ) ss.

COUNTY OF Ada )

On this 12<sup>th</sup> day of January, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Harry E. Neal, Jr., known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of BOISE STATE UNIVERSITY, MASTER OF FINE ARTS STUDIO as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

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

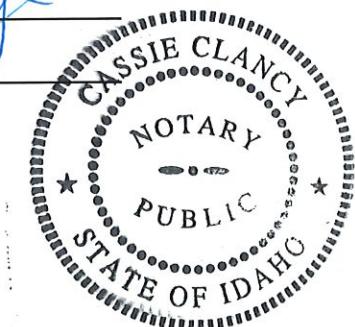
Commission expires on 9/10/07 Residing at BOISE, ID

APPROVED BY:

APPROVED BY:   
Linda S. Miller, State Leasing Manager  
Division of Public Works, Department of Administration

1/15/04

Date



**EXHIBIT A TO THE LEASE AGREEMENT  
THE PREMISES  
517 HIGHLAND STREET, BOISE, IDAHO**

**EXHIBIT A TO THE LEASE AGREEMENT  
THE WORK  
517 HIGHLAND STREET, BOISE, IDAHO**

**SITE:**

- Adequate outdoor lights, fitted with photocells and timers, shall be placed directly above each outside entrance.
- Bicycle racks will also be required.
- Professionally manufactured signs must be installed and prominently located so as to be visible from the street. At a minimum the sign will include the Lessee's name, street number and logo.

**BUILDING:**

- All areas within the proposed building must be accessible to the handicapped.
- Twelve (12) 10'x15' Semi-private Work Areas (8' partitions, 4'-wide entryways, no doors)
- Two Single-sex Restrooms (one male, one female)
- 1,500 square foot Central Common, Tool & Assembly Area (inclusive in 5,000 gsf area)
- 400 square foot Common Area of Central Common, Tool & Assembly Area to be arranged for presentation and critique events (inclusive of 1,500 sf, space can also serve as then Open Assembly Area)
- 200 square foot Welding Area (can be screen partitioned).
- Five (5) Welder screens.
- Direct Access to (2) 9'x12' Overhead Doors-ground level (ramp/lift access would be acceptable)
- Adequate General Ambient Lighting.
- (2) 3'X7' Exterior Doors.

**UTILITIES:**

- Telephone/Data ports at each Work Area to include only a junction box and 8' of  $\frac{3}{4}$ " conduit, 18" above floor (12 total).
- 220-volt 3-phase, 200-amp Electrical Supply (overhead and along perimeter walls), min.
- 110-volt, 1-phase, 200-amp Electrical Supply (overhead and along perimeter walls), min.
- Dedicated 220-volt circuit for TIG Welder.
- (4) Duplex Outlets at each Work Area, minimum.
- Central Air Conditioning & Heating (building to be insulated).

**EQUIPMENT:**

- Central Dust Removal System in Tool & Assembly Area, 3 hp, 1880 CFM, 3 machines, .3 micron particle size.
- Supplemental Exhaust at Welding Area, with enough capacity to sufficiently exhaust one TIG welder, 2500 CFM, 16",  $\frac{1}{2}$  hp.
- Eyewash Station at Central Tool & Assembly Area.
- Compressed Air (overhead and along perimeter walls), with enough capacity to supply 90-psi pressure, 34 CFM, 80 gallon tank, 10 hp.
- Day Lighting, through both perimeter windows and skylights to allow for good color rendition during the daylight hours.
- Centrally Located 2-tub Washout Sink w/ Sand & Grease Trap.
- Common Area to be Equipped with Presentation-Quality Lighting (along two perimeter walls).

**FINISHES:**

- Interior Gypsum Board Walls to be Taped, Mudded and Painted White
- Floor to be Exposed Sealed Concrete (or some other impermeable surface)

**SECURITY / ACCESS:**

- All Exterior Doors to be Keyed-Accessed
- No Interior Common Areas with Other Building Tenants
- Ground Floor Location, only (ramp/lift access acceptable).

**GENERAL REQUIREMENTS:**

- The Offeror will provide a qualified, professional space planner to prepare a detailed space plan

acceptable to the Lessor and Lessee. The building must be designed by an architect or engineer licensed in the State of Idaho.

- Lessor shall allow Lessee to install exterior cameras on building perimeter. Lessor shall supply electricity to building perimeter and inside lobby to accommodate security cameras. Locations to be detailed by the Boise State University on final drawings.
- All restrooms shall include Braille lettering.

**DATA & PHONE:**

- At a minimum, the building must be pre-wired for voice and data communications, meeting any applicable Building Industry Consulting Services International (BICSI) and the State of Idaho's Information Technology Resource Management Council ("ITRMC") standards. The cost for pre-wiring shall be borne by Lessor, in compliance with Department's explicit specifications and as identified on agreed-upon interior office design layout completed before construction. At a minimum, this will require the installation to each work area duplex outlets and two sets each of modular four-plex jacks for data and phone hook-ups with enhanced Level 5E communications cable (Cat 5E or higher).
- The data/phone room may not be located in the same room as the mechanical, electrical room. The data/phone room shall allow access to a 19" standard floor-standing rack assembly. It must have a dedicated electrical circuit for communication and telephone control equipment with a minimum of two electrical outlets in close proximity to the panel and block. Air-cooling and airflow must allow the room not to exceed a temperature of 72°.
- Dedicated circuits with isolated ground shall be provided for the computer network file server, telephone equipment, and central printer.

**BUILDING STANDARDS/CODES:** The following codes are the minimum building and safety codes adopted by the state of Idaho and the federal government. Local governments have jurisdiction over privately owned buildings in the target area. Lessors leasing space to the State must procure building permits, secure necessary inspections, and obtain a Certificate of Occupancy for the intended use prior to the lease taking effect.

1. Idaho Code Title 67, Chapter 57, Section 8
2. International Building Code, 2000 Edition
3. International Mechanical Code, 2000 Edition
4. Uniform Plumbing Code, 2000 Edition
5. International Fuel Gas Code, 2000 Edition
6. Uniform Mechanical Code, 1997 Edition
7. International Energy Conservation Code, 2000 Edition
8. NFPA 70, 2002 Revised, National Electrical Code
9. Handicap Accessibility, Americans with Disabilities Act
10. Section 612 Idaho Safety Code 1, Air Standards
11. 2000 International Fire Code
12. American National Standards Institute (ANSI) A17.1
13. Federal Regulations Applicable to the occupying agency
14. Electronic Industry Association/Telecommunication Industry Association Standard, 1995, EIA/TIA-568 Standard
15. All Local Codes

## EXHIBIT B TO THE LEASE AGREEMENT

### ESTOPPEL CERTIFICATE

This Estoppel Certificate is made by \_\_\_\_\_, (hereinafter "Lessee") the lessee of those certain premises located at \_\_\_\_\_, [ \_\_\_\_\_, Idaho], and described as \_\_\_\_\_, and leased by Lessee from \_\_\_\_\_ (hereinafter "Lessor").

NOW THEREFORE, Lessee certifies and represents to Lessor and its successors, mortgagees and assigns and their attorneys, representatives, with respect to the above described lease as follows:

1. The true, correct and complete copy of the lease, including all amendments or addendum thereto (hereinafter collectively referred to as the "Lease") is attached hereto.
2. The Lease contains the entire agreement between Lessor and Lessee, and to the best of Lessee's knowledge, as of the date hereof, Lessor is not in default in the performance of the terms and provisions of the Lease.
3. The Lease is for approximately \_\_\_\_\_ square feet. The Lease began on \_\_\_\_\_ and will end on \_\_\_\_\_.
4. Lessee has paid all rents due under the Lease for the period through and including \_\_\_\_\_, and Lessee has paid no other rent or compensation in lieu of rent in advance beyond such date. As of the date hereof, rent due from Lessee to Lessor is in the amount of \$ \_\_\_\_\_ per month plus such additional rent as called for in the Lease.

DATE: \_\_\_\_\_

**SAMPLE**

LESSEE

## EXHIBIT C – DIVISION OF BUILDING SAFETY, BUILDING BUREAU PLAN REVIEW APPLICATION

NOTE: For informational purposes only. Plans and specifications must be approved in writing by the agency prior to submittal to Division of Building Safety. Any changes to the plans and specifications after they are approved by the agency must be in writing and must include a cost estimate.

Division of Building Safety  
1090 East Watertower Street P O Box 83720  
Meridian, ID 83642 Boise, ID 83720-0060  
Phone: 208.334.3896 / Fax: 208.885.9399

(Building Bureau Use Only)  
P.A. #: \_\_\_\_\_  
Initial Plan Review Fee: \$ \_\_\_\_\_  
Receipt #: \_\_\_\_\_

Applicable codes: 2000 IBC (including 2001 supplement accessibility requirements; 2000 IMC; 2000 IFGC; 2000 IECC; 2000 IRC (excluding IRC parts VII & VIII); 1999 NEC; 2000 UPC; 1997 UMC

1. Application must include: 3 complete copies of the plans and specifications; 2 copies of the structural calculations and the energy code compliance documents. All submittal documents must be signed by an Idaho licensed architect, except applicable sheets signed by an Idaho licensed engineer responsible for the design of the civil, structural, mechanical or electrical system.
2. Project Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
(School District, State Agency or Others)
3. Project Location: \_\_\_\_\_  
(Address, Building Name)
4. Budgeted Project Valuation: \$ \_\_\_\_\_
5. Architect or Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_
6. Project Description: \_\_\_\_\_
  
7. Scope of Drawings: Building  Plumbing  HVAC  Electrical  Elevator/Lift  (Check all that apply)
8. Building Uses: New \_\_\_\_\_  
Existing \_\_\_\_\_
9. Type of Construction: New: I-A  I-B  II-A  II-B  111-A  III-B  IV  V-A  V-B  (Check all  
Existing: I-A  I-B  II-A  II-B  111-A  III-B  IV  V-A  V-B  that apply)
10. Area Separation Walls: New: Yes  No  Existing: Yes  No
11. Number of Stories: New \_\_\_\_\_ Existing \_\_\_\_\_ Basement: Yes  No  Area \_\_\_\_\_ s. f.
12. Building Area: New \_\_\_\_\_ s.f. Existing \_\_\_\_\_ s.f. (exclude basement area)
13. Fire Sprinkler System Throughout: New: Yes  No  Existing: Yes  No
14. The fire sprinkler system is for: fire flow reduction  allowable area increase  allowable story increase   
1 hr fire rated construction substitution  Other: \_\_\_\_\_
15. Partially Fire Sprinkler System: Yes  No  Reason: \_\_\_\_\_
16. Agency Requesting Plan Review: Boise State University, Master of Fine Arts Studio
17. Applicant's Name: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Signature)

## LEASE CHECKLIST

NEW LEASE

LEASE RENEWAL

LEASE MODIFICATION

DEAD LEASE

### LEASE LIST INFORMATION:

REPLACES LEASE @ \_\_\_\_\_  
AGENCY: BOISE STATE UNIVERSITY, MASTER OF FINE ARTS STUDIO  
TYPE OF SPACE: AGENCY DEPT OF LANDS RESID STATE OWNED WAREHSE LIQUOR MISC TEMP  
ADDRESS: 517 HIGHLAND STREET CITY: BOISE  
LESSOR: M. B. PRIEST & SONS INC. ADDRESS: 515 HIGHLAND STREET, BOISE, IDAHO 83706 PHONE: 345-8682  
ORIGINAL LSE DATE: 1/15/04 ENDING LSE DATE: JANUARY 14, 2009 AMEND DATE: \_\_\_\_\_  
ESCALATION DATE: \_\_\_\_\_ ESCALATION \$: \_\_\_\_\_  
SQ. FT.: 5,000 BASE RENT/YR: 21,650.00\$/SQ FT: 4.33 EXCLUSIONS: A BASE YR E x J TI x U  
COMMENTS: 1, 5-yr option to renew

CONTACT PERSON: DEAN GUNDERSON

### PERMANENT BLDG FUND LEASE LETTER:

4.33 (1<sup>ST</sup> YR) \_\_\_\_\_ COST PER SQ FT (EFFECTIVE) \_\_\_\_\_ COST IF FULL SERVICE  
21,650.00 COST PER YR ESCALATIONS: \_\_\_\_\_  
TYPE OF SPACE: AGENCY DEPT OF LANDS RESID STATE OWNED WAREHSE LIQUOR MISC TEMP  
TYPE OF LEASE: FULL SERVICE EXCLUDES: ELEC UTILITIES JANITORIAL NNN WAREHSE RETAIL  
LAND LSE RESIDENTIAL OTHER: \_\_\_\_\_  
COST RATIO \_\_\_\_\_ LENGTH OF LEASE: 5 years  
PREV RATE: \_\_\_\_\_ INCR FROM FORMER LSE: \_\_\_\_\_  
OTHER COMMENTS FOR PBF LEASE LETTER: \_\_\_\_\_

### MISCELLANEOUS LEASE INFORMATION:

LEASE/PURCHASE ANALYSIS REVIEWED: \_\_\_\_\_ NNN \_\_\_\_\_ COST RATIO \_\_\_\_\_ BREAKEVEN YR  
FACILITY QUESTIONNAIRE REC'D? \_\_\_\_\_ 5 YR FACILITY PLAN: \_\_\_\_\_

RENT DISCOUNT: 0% FTE: \_\_\_\_\_ SQ FT/FTE: \_\_\_\_\_

INCREASES IN BASE RENT: ADD'L RENT FOR OPERATING EXPENSES:

YEAR \$ OR % OPERATING EXPENSES

BASE YR: \_\_\_\_\_

CAPS: \_\_\_\_\_

TAXES: \_\_\_\_\_

INSUR: \_\_\_\_\_

CAM: \_\_\_\_\_

CAM: \_\_\_\_\_

AMORTIZED TENANT FINISH: tenant improvements paid by BSU \$87,800 lump sum payment

OPTIONS TO RENEW: 1, 5-yr

OTHER OPTIONS (CANCEL, PURCHASE, EXPAND, ETC.): \_\_\_\_\_

SPECIAL COMMENTS/ISSUES: \_\_\_\_\_