

CROSS ACCESS AND PARKING EASEMENT AGREEMENT

This Cross Access and Parking Easement Agreement (this “Agreement”) is made this _____ day of _____, 2016, by and between Paramount Parks at Highland LLC (“Paramount”), whose address 10564 W. Business Park Lane, Boise, Idaho 83709 and Alpine Property Company, an Idaho general partnership (“Alpine”), whose address is _____.

RECITALS:

A. Paramount is the owner of that certain real property located in Ada County, Idaho more particularly described in Exhibit A attached hereto (the “Paramount Property”).

B. Alpine is the owner of that certain real property located in Ada County, Idaho more particularly described in Exhibit B attached hereto (the “Alpine Property”).

C. Paramount and Alpine intend hereby to create and provide for the use and benefit of their respective properties, subject to the limitations hereinafter provided, a reciprocal, perpetual, non-exclusive easement for pedestrian and vehicular ingress, egress, passage and traffic between: (a) the Paramount Property and the Alpine Property, and (b) Bogus Basin Road to the northwest and 16th Street to the south.

C. Paramount and Alpine intend that each of them, their respective successors in interest and their respective lessees, occupants, customers, employees, licensees, tenants and business invitees (the “Permittees”) shall at all times enjoy the benefits of and shall at all times hold their interests subject to, the rights, easements, privileges and restrictions hereinafter set forth.

NOW, THEREFORE, in consideration of the terms of this Agreement, and in consideration of the recitals above which are incorporated herein, Paramount and Alpine agree and grant as follows:

ARTICLE I

Use, Access, Relocation and Reconfiguration

1.01 Access Easement for Alpine Property. Paramount hereby grants to Alpine for the use of Alpine and its Permittees, subject to all existing easements, encumbrances and restrictions of record, a perpetual, non-exclusive easement appurtenant to and for the benefit of the Alpine Property, upon, over and across the Alpine Easement Area (as defined below) solely for the limited purpose of pedestrian and vehicular ingress, egress, passage and traffic between the Alpine Property and the Paramount Property and to and from 16th Street lying to the south of the Paramount Property.

1.02 Access Easement for Paramount Property. Alpine hereby grants to Paramount for the use of Paramount and its Permittees, subject to all existing easements, encumbrances and

restrictions of record, a perpetual, non-exclusive easement appurtenant to and for the benefit of the Paramount Property, upon, over and across the Paramount Easement Area (as defined below) solely for the limited purpose of pedestrian and vehicular ingress, egress, passage and traffic between the Paramount Property and the Alpine Property and to and from Bogus Basin Road lying to the northwest of the Alpine Property; provided, however, that (i) vehicular traffic shall be limited solely to passenger cars as defined in Idaho Code Section 49-123(2)(k) and pickup trucks as defined in Idaho Code Section 49-121(10)(c) taking access to the underground parking garage to be constructed on the Paramount Property, (ii) neither commercial delivery vehicles nor Paramount's employees shall take access to the Paramount Property across the Paramount Easement Area, and (iii) Paramount shall instruct and require its employees to take access to the Paramount Property only by way of 15th Street.

1.03 Access Easement Areas. The Paramount Access Easement Area shall be located over, upon and across the Alpine Property as described in Exhibit C attached hereto and depicted in Exhibit E attached hereto, and which shall consist of the following: the driveways, traffic lanes and curb cuts thereon, extending from the common boundary between the Paramount Property and the Alpine Property to Bogus Basin Road. The Alpine Easement Area shall be located over, upon and across the Paramount Property as described in Exhibit D attached hereto and depicted on Exhibit E attached hereto, which shall consist of the following: the driveways, traffic lanes and curb cuts thereon, extending along the entire common boundary between the Paramount Property and the Alpine Property to 16th Street, excepting the portion thereof striped and used for vehicular parking. Notwithstanding anything else herein to the contrary, subject to the limitations contained herein, each of the parties hereto reserves the right to construct buildings, landscaping, parking areas, driveways and other improvements on their respective properties which buildings, landscaping, parking areas, driveways and other improvements may not reduce the size of any easement areas located on their respective properties nor interfere with the reciprocal easement rights granted herein.

1.04 Use. Use of the Access Easement Areas by the benefitted parties is not hereby exclusively granted but shall be in common with the use thereof by the owners and Permittees of the property upon which the Access Easement Area is located. Each of the parties and their respective Permittees hereto shall be entitled to use those portions of the Access Easement Area which shall lie in their property for those uses provided herein and for any other reasonable uses so long as such other uses do not interfere with or obstruct the reasonable use of the Access Easement Area by the other party and its Permittees. Each party hereto shall specifically have the right to make any use of the subsurface of the Access Easement Area located on the property owned by them, at their sole cost and expense, so long as such use does not interfere with or obstruct the other party's reasonable use as provided herein.

1.05 Relocation and Reconfiguration. Each party shall have the right, from time to time, to relocate and/or reconfigure all or that portion of the Access Easement Area lying upon such party's property, all at its sole costs and expense; provided, however, nothing such Owner does in connection with such relocation and/or reconfiguration shall: (i) permanently interfere with the free and unimpeded flow of vehicular and pedestrian traffic between the Paramount Property and the Alpine Property and/or Bogus Basin Road and 16th Street, or beyond the specific time reasonably required to accomplish any permitted relocation and/or reconfiguration; or (ii) permanently relocate

and/or reconfigure a portion of either Access Easement Area such that the portion of the Easement Area on one party's property is no longer contiguous with the portion of the Easement Area on the other party's property.

1.06 Parking Easement. Alpine hereby further grants to Paramount for the use of Paramount and its Permittees, subject to all existing easements, encumbrances and restrictions of record, a permanent easement appurtenant to and for the benefit of the Paramount Property upon, over and across the southeasterly 13.00 feet of the Alpine Property, in the location depicted in Exhibit E attached hereto, solely for the limited purpose of the installation and use of a maximum of six (6) spaces for motor vehicle parking thereon. All such parking spaces shall be located southerly of and no nearer than two (2) feet from the doorway in the southeasterly wall of the building located on the Alpine Property and none located northerly thereof generally as depicted on Exhibit F attached hereto. No such parking spaces shall block or otherwise interfere with the use of the said doorway or prevent the free and unimpeded flow of vehicular and pedestrian traffic over and across the Access Easement Areas.

ARTICLE II Maintenance

2.01 Maintenance of Easement Area. Each party shall pave, repair, and at all times maintain in good condition those portions of the Access Easement Area which lie within that party's property, and Paramount shall pave, repair, and at all times maintain in good condition the Parking Easement Area. Maintenance of the Easement Areas shall include without limitation:

1. Maintenance, repair and replacement of the surface and subsurface of the Easement Area, as necessary, to maintain the Easement Area in a level, smooth and evenly covered condition with the types of materials and at the same grade and elevation as used by the parties on the date of the completion of construction of the Easement Area, or portion thereof, except that the parties shall be permitted to use such substitute materials as will in all respects be equal to or better than the materials originally used by the Owners with respect to quality, appearance and durability.
2. Removal from the Easement Area of paper, rubbish, debris, ice, snow and other hazards to persons using the Easement Area, and washing or thoroughly sweeping paved areas as required.
3. Maintenance of such appropriate parking signs and pavement markings, entrance, exit and directional signs and markers and lights so as to be uniform with those used on both properties.
4. Such painting and repainting of traffic lines and parking lines to maintain the Easement Area in first-class condition so as to be uniform with and provide for safe traffic flow between the subject properties.

5. Maintenance, repair and replacement of any drainage facilities located on each party's property so that any such facilities shall remain in good working order and condition.

ARTICLE III Miscellaneous

3.01 Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Paramount Property or the Alpine Property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes expressed herein. Each party hereto shall be permitted, from time to time, to take whatever reasonable action it deems necessary to prevent any portion of their respective properties from being dedicated or taken for public use or benefit.

3.02 Termination of Covenant Liability. Whenever a transfer of ownership of a property, or any portion thereof, herein burdened occurs, to the extent of the portion transferred, the liability hereunder of the transferor for breach of covenant occurring thereafter automatically shall terminate and the transferee shall become liable for the covenants and obligations herein provided from and after such transfer of ownership.

3.03 Duration. The Easements herein agreed to, created, and granted shall be perpetual, and may not be terminated without the express consent of the City of Boise.

3.04 Severability. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

3.05 Enforcement. In the event of a breach of any term, covenant, restriction or condition of this Agreement by a party, the other party shall have, in addition to the right to collect damages, the right to enjoin such breach or threatened breach in a court of competent jurisdiction.

3.06 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

3.07 Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens hereof, run with the land and are binding upon and inure to the benefit of the parties and their respective heirs, assigns, successors, and personal representatives.

3.08 Approval and Construction of Improvements on Paramount Property. The provisions of this Agreement, including the rights, obligations, benefits and burdens hereof shall become effective only on the condition that Paramount (a) obtain all necessary governmental approvals for the use of the Paramount Property as an assisted living facility under Boise City Conditional Use Application No. CUP-15-00061; and (b) construct the contemplated assisted

living facility substantially in accordance with the plans and specifications approved by Boise City under the said conditional use application. If the said approvals are not obtained, or if the said facility is not so constructed, this Agreement shall be null, void and of no further force or effect.

IN WITNESS WHEREOF, Paramount and Alpine, intending to be legally bound hereby, have caused this Cross Access and Parking Easement Agreement to be duly executed the day and year first above written.

Paramount Parks at Highland LLC

By: _____
Douglas Jayo, Manager

Alpine Property Company

By: _____
_____, its _____

EXHIBIT A
Legal Description of Jayo Property

A parcel of land being a portion of the SE 1/4 of the NW 1/4 of Section 34, T.4N., R.2E., B.M., Boise, Ada County, Idaho, shown as Parcel B on Record of Survey No. 5739, filed for record in the office of the Ada County Recorder, Boise, Idaho under Instrument No. 102029096 and more particularly described as follows:

Commencing at an iron pin marking the Northwest corner of said SE 1/4 of the NW 1/4 Section 34; thence along the West boundary

South 01°16'38" East 1330.10 feet to an aluminum cap marking the Southwest corner of said SE 1/4 of the NW 1/4 of Section 34; thence along the South boundary of said SE 1/4 of the NW 1/4 of Section 34 North 89°05'50" East 6.25 feet to a point on the centerline of North Bogus Basin Road; thence along said centerline North 01°03'35" West 201.00 feet to a point of curve: thence continuing along the arc of a curve to the right having a radius of 954.93 feet, a central angle of 02°14'15" a length of 37.29 feet and a long chord bearing North 00°03'33" East 37.29 feet to a point; thence leaving said centerline North 62°57'48" East 34.21 feet to an iron pin on the East right-of-way line of said Bogus Basin Road marking a point of curve, said point being the POINT OF BEGINNING; thence along said right-of-way line along the arc of curve to the right having a radius of 924.93 feet, a central angle of 11°53'23", a length of 191.94 feet and a long chord bearing North 08°07'28" East 191.59 feet to an iron pin marking point of ending of curve said point also marking the Southwest corner of Pender Village Condominiums, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 94 of Plats a page 11336; thence leaving said East right-of-way line along the South boundary of said Pender Village Condominiums

South 76°00'00" East 60.28 feet to a point: thence continuing

South 31°00'00" West 39.00 feet to an iron pin; thence continuing at right angles

South 59°00'00" East 100.00 feet to an iron pin; thence continuing

North 41°02'17" East 22.30 feet to an iron pin; thence continuing

South 59°23'52" East 272.89 feet to an iron pin marking the Southeast corner of said Pender Village Condominiums; thence leaving said South boundary

South 31°04'19" West 26.76 feet to an iron pin; thence

South 30°36'08" West 126.24 feet to an iron pin; thence at right angles

North 59°23'52" West 121.00 feet to an iron pin; thence at right angles

North 30°36'08" East 123.00 feet to an iron pin; thence at right angles

North 59°23'52" West 135.00 feet to a PK nail and washer; thence

South 80°10'47" West 34.58 feet to a PK nail and washer; thence

South 62°57'48" West 146.90 feet to the POINT OF BEGINNING.

EXHIBIT A
Legal Description of Jayo Property

Legal Description, continued:

Excepting therefrom the following:

A parcel of land being a portion of the SE 1/4 of the NW 1/4 of Section 34, T.4N., R.2E., B.M., Boise, Ada County, Idaho and more particularly described as follows:

Commencing at a point marking the Southwest corner of said SE 1/4 of the NW 1/4 of Section 34; thence along the South boundary of said SE 1/4 of the NW 1/4 of Section 34 North 89°05'50" East 6.34 feet to a point on the centerline of Bogus Basin Road; thence along said centerline North 01°03'35" West 201.00 feet to a point of curve; thence continuing along the arc of a curve to the right having a radius of 954.93 feet, a central angle of 02°14'15", a length of 37.29 feet and a long chord bearing North 00°03'33" East 37.29 feet to a point; thence leaving said centerline North 62°57'48" East 34.21 feet to a point on the East right-of-way line of said Bogus Basin Road, said point being the POINT OF BEGINNING; thence continuing North 62°57'48" East 146.90 feet to a point; thence North 41°02'17" East 11.64 feet to a point; thence North 59°14'48" West 100.00 feet to a point; thence at right angles North 30°45'12" East 54.00 feet to a point; thence North 76°08'24" West 55.51 feet to a point on said East right-of-way line of Bogus Basin Road marking a point on a curve; thence along said East right-of-way line along the arc of a curve to the left having a radius of 924.93 feet, a central angle of 11°40'49", a length of 188.56 feet and a long chord bearing South 08°01'11" West 188.23 feet to the POINT OF BEGINNING.

EXHIBIT A
Legal Description of Jayo Property

And:

A parcel of land situated in the East half of the West half of Section 34, Township 4 North, Range 2 East, Boise Meridian, City of Boise City, Ada County, Idaho being Parcel "B" of Record of Survey No. 6529, recorded June 8, 2004 as Instrument No. 104071225, Records of Ada County, Idaho, more particularly described as follows:

Commencing at the center quarter corner of said Section, from which point, the East 1/16 corner of Section 34 bears, South 89°03'02" West, 1326.06 feet; thence, along the mid-section line of said Section
South 89°03'02" West, 680.37 feet to a point on the Northwesterly right-of-way line of N. 15th Street; thence, along said Northwesterly line through the following courses:
South 18°00'31" West, 29.40 feet to the beginning of a tangent curve; thence
Southwesterly along said curve to the left having a radius of 1033.00 feet, an arc length of 133.30 feet, through a central angle of 07°23'37", and a chord bearing and distance of South 14°18'42" West, 133.21 feet to the Point of Beginning; thence continuing
Southwesterly along said curve to the left having a radius of 1033.00 feet, an arc length of 393.07 feet, through a central angle of 21°48'07", and a chord bearing and distance of South 00°17'09" East, 390.70 feet to the intersection with the Northeasterly line of Hill Road; thence, along said Northeasterly line
North 54°53'26" West, 254.83 feet to the intersection with Easterly line of an existing alley along the Easterly boundary of Cyr's Subdivision; thence, along said alley Easterly line
North 01°13'07" West, 305.62 feet to the South line of an existing sanitary sewer easement as described in Instrument Nos. 7955211 and 7955212, Ada County records; thence, along said South line
North 88°19'58" East, 140.46 feet; thence
South 14°21'30" East, 55.20 feet; thence
South 78°28'00" East, 60.14 feet to the Point of Beginning.

EXHIBIT A
Legal Description of Jayo Property

And:

A parcel of land situated in the East half of the West half of Section 34, Township 4 North, Range 2 East, Boise Meridian, City of Boise City, Ada County, Idaho, being Parcel "A" of Record of Survey No. 6529, recorded June 8, 2004 as Instrument No. 104071225, Records of Ada County, Idaho, more particularly described as follows:

Commencing at the center quarter corner of said Section, from which point, the West 1/16 corner of Section 34 bears, South 89°03'02" West, 1326.06 feet; thence along the mid-section line of said Section

South 89°03'02" West, 680.37 feet to a point on the Northwesterly right-of-way line of North 15th Street, and the Point of Beginning; thence along said Northwesterly line through the following courses:

South 18°00'31" West, 29.40 feet to the beginning of a tangent curve; thence

Southwesterly along said curve to the left having a radius of 1033.00 feet, an arc length of 133.30 feet, through a central angle of 07°23'37", and a chord bearing a distance of South 14°18'42" West, 133.21 feet; thence

North 78°28'00" West, 60.14 feet; thence

North 14°21'30" West, 55.20 feet to a point on the South line of an existing sanitary sewer easement as described in Instrument Nos. 7955211 and 7955212, Ada County records; thence, along said South line

South 88°19'58" West, 140.46 feet to the Easterly line of an existing alley along the Easterly boundary of Cyr's Subdivision; thence, along said alley Easterly line

North 01°13'07" West, 91.37 feet to the Northerly terminus of said alley, on the mid-section line of said Section 34; thence, along said mid-section line

North 89°03'02" East, 4.00 feet to the Southwesterly corner of that certain parcel of land described as Tract 2 on Warranty Deed Instrument No. 484642, Ada County records; thence, along the Westerly and Northwesterly lines of said parcel through the following courses:

North 01°19'37" West, 102.03 feet; thence

North 30°46'36" East, 18.96 feet; thence, leaving said parcel lines

South 89°03'02" West, 5.42 feet to a line parallel with and 16.00 feet Southeasterly of the Southeasterly line of Parcel "B" of Record of Survey No. 5739, Ada County records; thence, along said parallel line

North 30°37'56" East, 77.32 feet to a point on the Southwesterly line of that certain 2.44 acre parcel of land as shown on Record of Survey No. 2950, Ada County records; thence, along said Southwesterly line

South 59°15'36" East, 263.59 feet to the most Southerly corner thereof on the above described

Northwesterly right-of-way line of North 15th Street; thence, along said Northwesterly line

South 18°00'31" West, 48.17 feet to the Point of Beginning.

EXHIBIT B
Legal Description of Alpine Property

PARCEL I:

Part of the SE 1/4 NW 1/4, Section 34, T. 4N., R. 2E., B.M., Ada County, Idaho, described as follows: Commencing at the SW corner of the SE 1/4 NW 1/4 of Section 34 and running thence East along the East-West Center line of said Section 241.75 feet to a point where the West line of Sixteenth Street extended North intersects the said center section line, and running thence North along the West line of said Sixteenth Street so extended 100 feet to the Point and Place of Beginning; running thence West and parallel to said center section line, 87.6 feet; thence North and at right angles 111.6 feet; thence South 58°30' East 103.5 feet to a point on the West line of said Sixteenth Street so extended; thence South along the West line of Sixteenth Street so extended 57 feet, more or less to the Point and Place of Beginning.

PARCEL II:

Commencing at the 1/16th corner of the SW corner of the SE 1/4 NW 1/4 of Section 34, T. 4N., R. 2E., B.M., Ada County, Idaho; thence East along the 1/2 section line 309.60 feet to an automobile axle; thence North 31°30' East 113.40 feet to an iron pipe, the Real Place of Beginning; thence North 31°30' East 152.50 feet to an iron pipe; thence North 58°30' West 271.00 feet to an iron pipe; thence South 42°33' West, a distance of 155.10 feet to an iron pipe; thence South 58°30' East 299.64 feet to an iron pipe; the Real Place of Beginning.

EXCEPTING THEREFROM:

That portion of the SE 1/4 of the NW 1/4 of Section 34, T. 4N., R. 2E., Boise Meridian, Ada County, Idaho, more particularly described as follows: Commencing at the Southwest corner of the SE 1/4 of the NW 1/4 of said Section 34; thence East 25 feet along the half section line to a point; thence parallel to the 1/16th section line North 00°08' East 156.5 feet to a point thence North 42°33' East 115.03 feet, more or less, to a point 16 feet South 42°33' West from an iron pipe, which is the Southwest corner of the Cousens Tract, described in Book of Deeds 240 at Page 194, recorded April 13, 1940, records of Ada County, Idaho; thence South 58°30' East 181.10 feet to a point; thence North 31°30' East 16 feet, more or less, to a point of the Southwest line of said Cousens Tract, the Real Place of Beginning; thence South 58°30' East 121 feet, more or less, to an iron pin, which is the Southeast corner of said Cousens Tract; thence North 31°30' East 152.50 feet to a point which is the Northeast corner of the said Cousens Tract; thence North 58°30' West 271 feet to an iron pipe, which is the Northwest corner of said Cousens Tract; thence South 42°33' West 69.1 feet to a point on the Northwesterly line of said Cousens Tract; thence Northeasterly 18.5 feet more or less, to a point which is North 31°30' East 107 feet from the Southwesterly boundary of the Cousens Tract; thence South 58°30' East 135 feet, more or less to a point which is North 31°30' East 107 feet from the Real Place of Beginning; thence South 31°30' West 107 feet to the Real Place of Beginning.

EXHIBIT B
Legal Description of Alpine Property

PARCEL III:

That portion of the SE 1/4 of the NW 1/4 of Section 34, T. 4N., R. 2E., Boise Meridian, more particularly described as follows:

Commencing at the Southwest corner of the SE 1/4 of the NW 1/4 of said Section 34; thence East 25 feet along the half section line to a point; thence parallel to the 1/16th section line North 00°08' East 156.5 feet to a point; the Real Place of Beginning; thence North 42°33' East 115.03 feet, more or less to a point 16 feet South 42°33' West from an iron pipe, which is the SW corner of the Couzens Tract, described in Book of Deeds 240, at Page 194, recorded May 13, 1940, records of Ada County, Idaho; thence South 58°30' East 181.10 feet to a point; thence North 31°30' East, 16 feet, more or less to a point on the Southwest line of the said Couzens Tract; thence North 58°30' West 180 feet, more or less to the aforesaid iron pipe, which is the SW corner of the Couzens Tract; thence North 42°33' East 86 feet to a point on the NW boundary of said Couzens Tract; thence Southwesterly 160 feet, more or less, to a point which is North 00°08' East 90 feet from the Real Place of Beginning; thence South 00°08' West 90 feet to the Real Place of Beginning.

EXHIBIT C
Description of Paramount Access Easement Area

FOX
LAND SURVEYS

1515 S. Shoshone St., Boise, ID 83705
Office (208)342-7957 Fax (208)342-7437

**CROSS ACCESS EASEMENT DESCRIPTION
OF ALPINE PROPERTIES LLC PARCEL WITHIN
A PORTION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼
OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN,
THE CITY OF BOISE, ADA COUNTY, IDAHO**

A parcel of land within a Portion of the Southeast ¼ of the Northwest ¼ of Section 34, Township 4 North, Range 2 East, Boise Meridian, the City of Boise, Ada County, Idaho more particularly described as follows.

Commencing at a found Brass Cap Monument marking the Center ¼ Section 34, thence South 89° 20' 38" East, a distance of 1,326.13 feet to a found Aluminum Cap Monument marking the CW 1/16th Corner of Section 34; thence North 60° 27' 57" East, a distance of 294.24 feet to a found ½" rebar with cap, "FLSI PLS 13934" marking the Northerly Right-of-Way of North 16th Street at Grantor's Easterly property line and the **TRUE POINT OF BEGINNING:**

Thence the following nine (9) courses and distances:

- A. along Grantor's Southerly property line as shown on Record of Survey 10154, North 57° 48' 08" West, a distance of 179.53 feet to a found ½" rebar with no cap marking an angle point in Grantor's property;
- B. continuing said property line, South 42° 49' 14" West a distance of 97.64 feet, more or less to the Easterly Right-of-Way of Bogus Basin Road and Grantor's SW property corner;
- C. along said Right-of-Way, North 00° 29' 57" East, a distance of 31.57 feet to a Point of Curvature to the right having a Radius of 924.93 feet, a Central Angle of 01° 36' 40", a Tangent length of 13.01 feet, a Chord length of 26.01 feet and a Chord Bearing of North 01° 18' 18" East;
- D. along said Curve to the right an Arc length of 26.01 feet to a point;
- E. North 64° 02' 01" East, a distance of 80.97 feet to a point;
- F. South 57° 48' 08" East, a distance of 171.76 feet to a point;
- G. North 32° 11' 01" East, a distance of 100.89 feet to Grantor's Northeasterly property line;
- H. along said property line, South 57° 46' 09" East a distance of 13.00 feet to a found

EXHIBIT C
Description of Paramount Access Easement Area

- ½" rebar with no cap marking Grantor's Northeasterly property corner;
- I. along Grantor's Easterly property line, South 32° 11' 01" East a distance of 122.88 feet the **POINT OF BEGINNING**.

Containing 7,855 sq. ft. more or less.

Subject to existing easements and rights-of-way as any may exist, of record or not of record.

Refer to the attached CROSS ACCESS EASEMENT EXHIBIT.

Any modification of this description shall render it void.

Fox Land Surveys, Inc.
Timothy J. Fox, President, PLS 7612

END OF DESCRIPTION

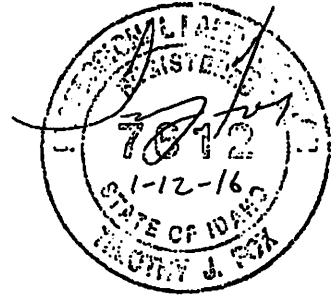


EXHIBIT D
Description of Alpine Easement Area

FOX
LAND SURVEYS

1515 S. Shoshone St., Boise, ID 83705
Office (208)342-7957 Fax (208)342-7437

**CROSS ACCESS EASEMENT DESCRIPTION
OF PARAMOUNT PARKS AT HIGHLAND LLC PARCEL WITHIN
A PORTION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼
OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN,
THE CITY OF BOISE, ADA COUNTY, IDAHO**

A parcel of land within a Portion of the Southeast ¼ of the Northwest ¼ of Section 34, Township 4 North, Range 2 East, Boise Meridian, the City of Boise, Ada County, Idaho more particularly described as follows.

Commencing at a found Brass Cap Monument marking the Center ¼ Section 34, thence South 89° 20' 38" East, a distance of 1,326.13 feet to a found Aluminum Cap Monument marking the CW 1/16th Corner of Section 34, thence North 60° 27' 57" East, a distance of 294.24 feet to a found ½" rebar with cap, "FLSI PLS 13934" marking the Northerly Right-of-Way of North 16th Street at Grantor's Southwesterly property corner and the **TRUE POINT OF BEGINNING**:

Thence the following four (4) courses and distances:

- A. along Grantor's Westerly property line as shown on Record of Survey 10154, North 32° 11' 01" East, a distance of 122.88 feet to a found ½" rebar with no cap marking an angle point in Grantor's property;
- B. South 57° 46' 09" East, a distance of 31.00 feet to a point;
- C. South 32° 11' 01" West, a distance of 122.87 feet to the Northerly Right-of-Way of North 16th Street at Grantor's Southwesterly property line;
- D. along said Right-of-Way, North 57° 48' 08" West, a distance of 31.00 feet **POINT OF BEGINNING**.

Containing 3.809 sq. ft. more or less.

Subject to existing easements and rights-of-way as any may exist, of record or not of record.

Refer to the attached CROSS ACCESS EASEMENT EXHIBIT.

Any modification of this description shall render it void.

Fox Land Surveys, Inc.
Timothy J. Fox, President, PLS 7612

END OF DESCRIPTION

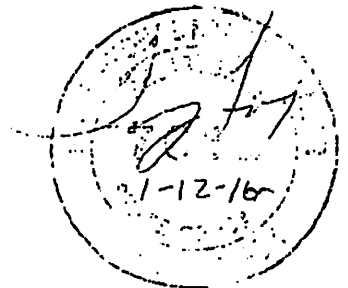
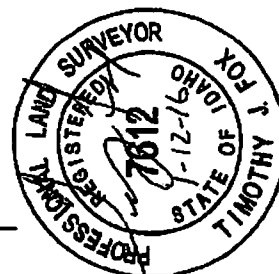


EXHIBIT E
Depiction of Easement Areas

**CROSS ACCESS
EASEMENT EXHIBIT**
LYING IN THE SE 1/4 OF THE NW 1/4
SECTION 34, T.4N., R.2E. B.M.
CITY OF BOISE, ADA COUNTY IDAHO



FOX LAND SURVEYS INC.
(208) 342-7957

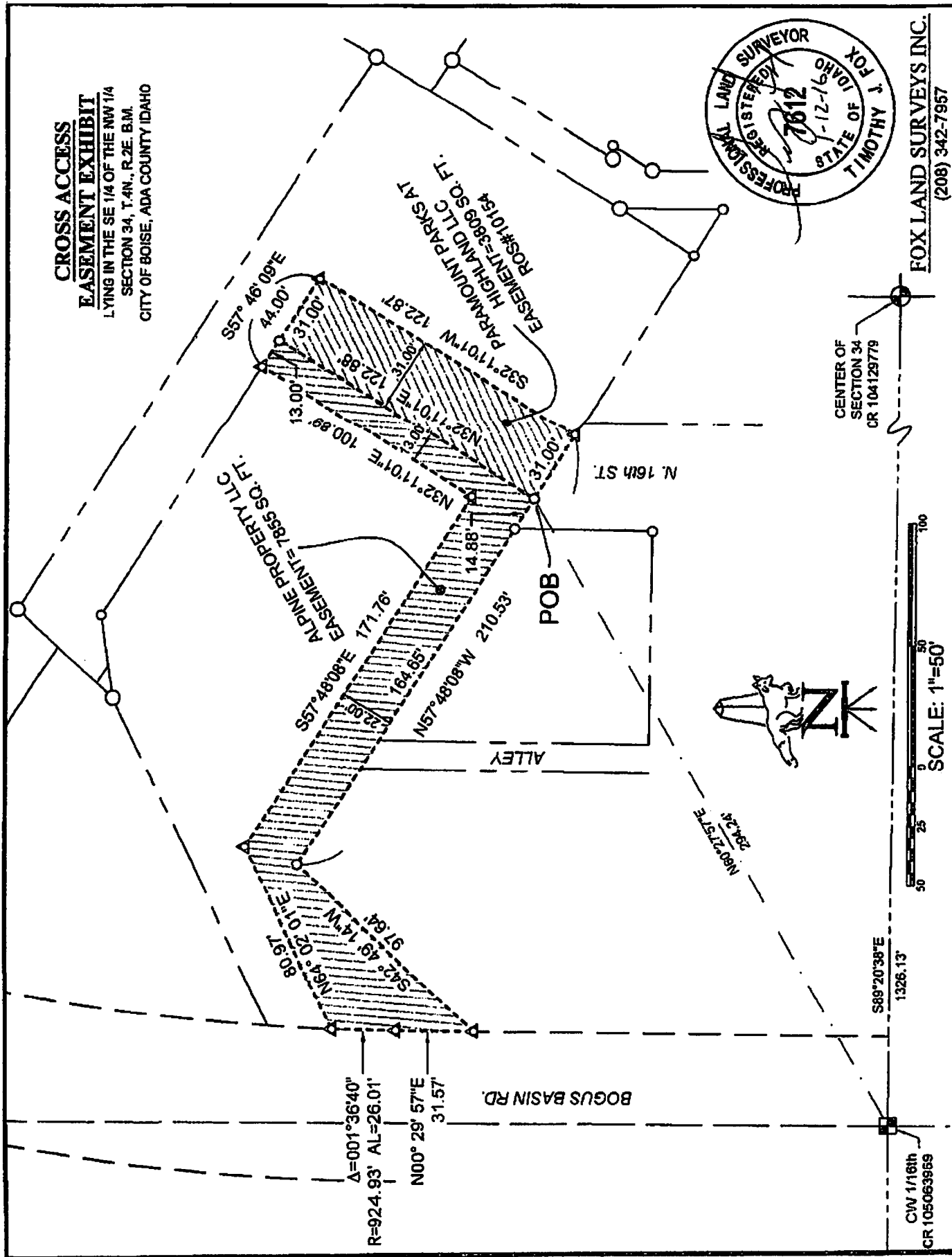


EXHIBIT E TO CROSS ACCESS AND PARKING EASEMENT

1538-SKETCH1.DWG

EXHIBIT F Parking Lot Layout

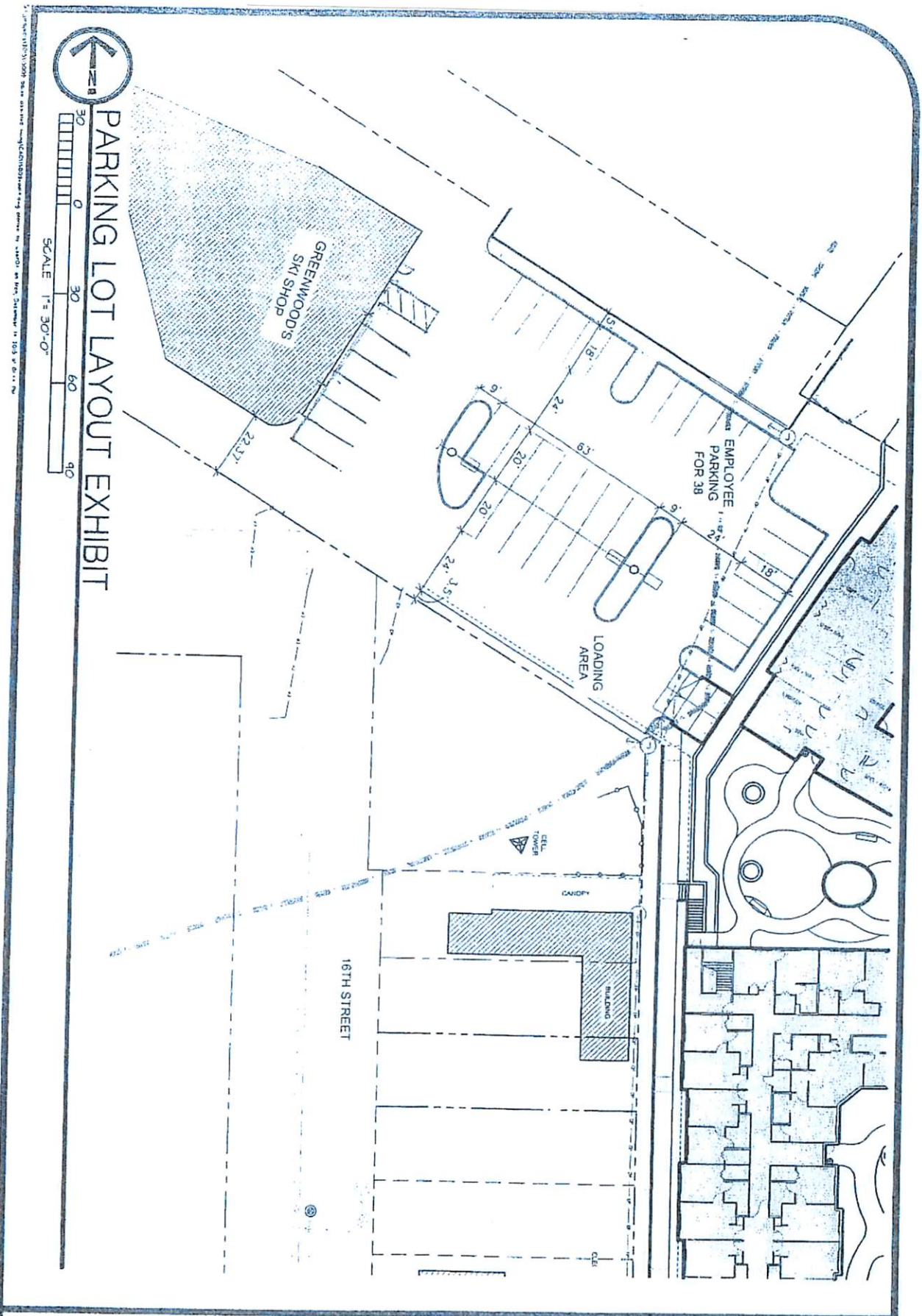


EXHIBIT F TO CROSS ACCESS AND PARKING EASEMENT

Parking Lot Layout Exhibit

Scale: 1"=30'-0"



- Civil & Structural Engineering
- Erosion & Sediment Control
- Geotechnical Investigation
- Geotechnical Foundation
- Geotechnical Remediation
- Water Management
- Irrigation Design
- Land Planning

Paramount Parks
at The Highlands

2251 N. 15th St. Boise, ID



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