



INSTRUMENT NO. _____

NON-BUILDING AGREEMENT

AGREEMENT made this 10th day of March, 2017 by and between the CITY OF BOISE, hereinafter referred to as "CITY" and C15, LLC, hereinafter referred to as "DEVELOPER".

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

SECTION ONE

DEVELOPER, as applicant for a subdivision known as East Valley ^{Rim} ~~#4~~ Subdivision (SUB17-00011) agrees not to build structures within that subdivision until such time as the Boise City Fire Department water and access requirements for the above-named subdivision have been complied with. The parties agree that the plat note, attached hereto, shall be attached or incorporated into the plat filed with the Ada County Recorder's Office.

SECTION TWO

CITY, in exchange for DEVELOPER's agreement not to build within the above-named subdivision until above-mentioned requirements are met, will not refuse to sign the final plat of the above-mentioned subdivision on the basis that the Boise City Fire Department's water and access requirements have been met.

SECTION THREE

DEVELOPER and CITY agree that no building permits will be applied for or issued in the subdivision until such time as the above-mentioned conditions have been met. This agreement will not affect the rights of the parties to issue or be issued a building permit, which would have been legally obtainable prior to the subdivision of the subject property.

SECTION FOUR

This instrument contains the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

SECTION FIVE

This agreement shall insure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties.

IN WITNESS WHEREOF, the parties have executed this agreement at Boise City, the day and year first above written.

CITY OF BOISE

By:

Rebecca Keralla
Rebecca Keralla
Boise City Fire Department

C15, LLC

By:

Jim D. Conger
Jim D. Conger, Member

State of Idaho

County of Ada

On March 10, 2017, Rebecca Keralla personally appeared before me,

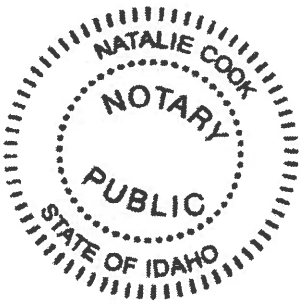
✓

who is personally known to me

_____ whose identity I proved on the basis of _____,

_____ whose identity I proved on the oath/affirmation of _____,
a credible witness,

to be the signer of the above document and she acknowledged that she signed it.



Natalie Cook

Notary Public

Residing at: Boise, Idaho

My Commission expires on: 12/24/2020

State of Idaho

County of Ada

On March 15, 2017, Jim D. Conger personally appeared before me,

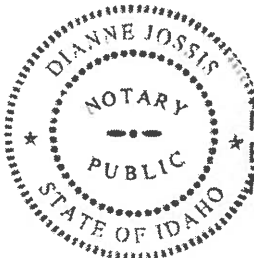
✓

who is personally known to me

_____ whose identity I proved on the basis of _____,

_____ whose identity I proved on the oath/affirmation of _____,
a credible witness,

to be the signer of the above document and he acknowledged that he signed it.



Dianne Jossis

Notary Public

Residing at: Boise, Idaho

My Commission expires on: 8/1/2019