

Recording requested by _____
When recorded, please return to:
City of Boise
Planning & Development Services
P.O. Box 500
Boise, Idaho 83701



AGREEMENT

THIS AGREEMENT made this 1st day of May, 2017, by and between the CITY OF BOISE, a municipal corporation of the State of Idaho, hereinafter called CITY and C13 LLC, the DEVELOPER of that certain area in Ada County, ID, known as BCI Subdivision (Subdivision Name).

IT IS AGREED:

1. The DEVELOPER, for and in consideration of the approval of the FINAL PLAT of the Subdivision, hereto agrees to complete, or cause to be completed, the improvements consisting of Sewer, Landscape, Private Driveway on or before the 1st day of May, 2018 (or in accordance with the **completion schedule identified in Section 7.**) or before such later time as may hereinafter be approved in writing by the CITY.
2. The DEVELOPER shall guarantee such improvements for a period of one (1) year following CITY approval, against any defective work or labor done, or defective materials furnished in the performance of this agreement.
3. The DEVELOPER shall pay all costs for all materials, labor, equipment and related expenses necessary to complete the improvements described in Paragraph 1 of this Agreement. The DEVELOPER covenants to pay for and be solely responsible for all liens, encumbrances, assessments and unpaid obligations resulting from and relating to said improvements.
4. The DEVELOPER covenants that all improvements described in Paragraph 1 of this Agreement shall be completed:
 - A) in compliance with State and City codes;
 - B) in accordance with the drawings and specifications on file with the CITY; and
 - C) in a manner acceptable to the CITY
5. The DEVELOPER hereby grants to the CITY, the Surety upon any Bond, and to the agents, employees, and contractor of either of them, the irrevocable permission to enter upon the lands of the subject subdivision for the purpose of completing the improvements(s). The said permission to enter shall transfer to all heirs and assigns. This permission shall terminate in the event that the DEVELOPER or Surety has completed the work within the time specified or any extension thereof granted by the CITY.
6. Prior to the construction or installation of any on-site improvements, the DEVELOPER shall deposit with the CITY a surety bond equaling one hundred and ten percent (110%) of the estimated construction and engineering costs (see exhibits dated May 1st, 2017) to ensure prompt and faithful performance of this Agreement. For purposes of this Agreement, one hundred and ten percent (110%) of the estimated construction and engineering costs amount to Two Hundred Forty Six Thousand Nine Hundred Twelve Dollars & 33/100 (\$246,912.33) Whenever the DEVELOPER shall be, and is declared by the CITY to be in default of this Agreement, the Surety may remedy the default or shall complete this Agreement in accordance with its terms and conditions or obtain a bid or bids for submission to the CITY for completing

EXHIBIT A (1.9)

this Agreement in accordance with its terms and conditions and, upon determination by the CITY and Surety of the lowest responsible bidder, arrange for a contract with such bidder and the CITY and make available as work progresses, sufficient funds to pay the cost of completion of the improvements described in Paragraph 1 of this Agreement. If the DEVELOPER deposits a guarantee approved by the CITY other than a surety bond, and in the event of the DEVELOPER'S failure to complete the improvements described in Paragraph 1 of this Agreement or has otherwise been declared by the CITY to be in default of the terms and conditions of this Agreement, the CITY may proceed to complete the improvements and the cost of such improvements shall be paid from the guarantee deposited by the DEVELOPER. Any balance remaining of any guarantee so deposited shall be refunded to the DEVELOPER. If any deficiency between the amount expended by the CITY to complete the improvements in accordance with the terms and conditions of this Agreement and the guarantee deposited by the DEVELOPER or the surety bond posted by the DEVELOPER, the DEVELOPER shall be liable for any deficient amount and in the event of enforcement to collect, shall be liable for attorneys' fees and costs.

For purposes of this Agreement, the word "costs" shall include expenses for material, labor and equipment necessary for the performance of this Agreement; expenses for CITY personnel, labor time incurred for collection, bidding processes and other related expenses.

7. Improvements shall be completed and accepted by the City prior to the dates and/or prior to the occurrence of the following events identified in the completion schedule below:

A. Completion Schedule:

1. **Sewer:** Within 30 days of the date of issuance of the first building permit within this subdivision, or within 90 days of plat recordation, or within one year of the date of this agreement, whichever comes first.
2. **Fencing/Tiling of Ditches:** Prior to issuance of building permits or within 90 days of plat recordation, or within one year from the date of this agreement, whichever comes first.
3. **Street Lights:** Within 90 days of the date of issuance of the first building permit within this development, or within one year of the date of this agreement, whichever comes first.
4. **Common Driveway:** Within 90 days of the issuance of the first building permit within this development, or within one year of the date of this agreement, whichever comes first.
5. **Landscape:** Within 90 days of the date of issuance of the first building permit within this development, or within one year of the date of this agreement, whichever comes first.

Failure to complete improvements by the times identified in the completion schedule shall constitute non-performance and the DEVELOPER shall be in default of this agreement and the CITY or Surety may remedy the default pursuant to Section 6 of this Agreement.

8. The CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or happening or occurring to the work specified in this agreement prior to the completion and approval of same, nor shall the CITY nor any officer or employee thereof, be liable for any persons or property imposed by reason of the nature of said work or by reason of the acts or commissions of the

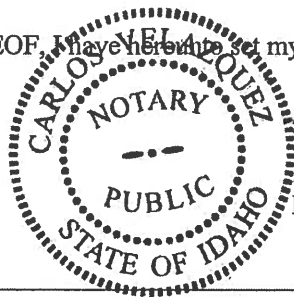
DEVELOPER, his agents or employees, in performance of said work, but all of said liability shall be assumed by the DEVELOPER. The DEVELOPER further agrees to protect and hold harmless the CITY, its officers and employees, from any and all claims, demands, causes of action, liability, or loss of any sort because of, or arising out of, the acts or commission of the DEVELOPER, his agents and employees, in the performance of this agreement, or use of any patent or patented article, in the performance of said agreement.

By Susan Riggs
Representative of Boise City
Department of Planning & Development Services

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 1st day of May, 2017, before me, a notary public in and for said state, personally appeared Susan Riggs known to me to be the representative of the Boise City Planning and Development Services Department, Boise City, Idaho, who executed the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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



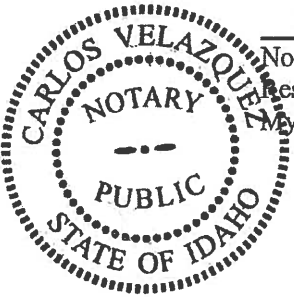
[Signature]
Notary Public for Idaho
Residing at Caldwell, Idaho
My commission expires: July 13, 2022

By Dianne Jossis
DEVELOPER OR AGENT FOR DEVELOPER

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 1st day of May, 2017, before me, the undersigned, personally appeared Dianne Jossis, known to me to be the DEVELOPER OR AGENT FOR SAME who executed the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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



[Signature]
Notary Public for Idaho
Residing at Caldwell, Idaho
My commission expires: July 13, 2022