



2024 LITTLE GOWEN RFP PROJECT

Ada County, Idaho
(Revised March 11, 2024)

REQUEST FOR PROPOSALS FOR COMMERCIAL GROUND LEASE OF STATE ENDOWMENT TRUST LAND

SUBMISSION DEADLINE: JULY 31, 2024 – 5:00 PM (MT)

1. INTRODUCTION

1.1 Background

The Idaho Department of Lands (“IDL”) operates in 14 offices throughout Idaho and manages more than 2.4 million acres of state endowment trust lands (“Endowment Lands”). Endowment Lands are managed under a Constitutional mandate for the Idaho State Board of Land Commissioners (“Land Board”) to maximize long-term financial returns to the endowment beneficiaries. To learn more about IDL’s agency, mission, vision, and values, please visit our website at <https://www.idl.idaho.gov/about-us/>.

1.2 Objective

IDL is issuing this Request for Proposal (“RFP”) with the purpose of selecting one or multiple tenants for the property known as the 2024 Little Gowen RFP Project, located in Ada County, Idaho.

1.3 Proposed Leased Premises

The land subject to this RFP (“Leased Premises”) is the following identified Endowment Land, and as more particularly described in Attachment 1:

Approximate Land Legal Description

| Township | Range | Section | Legal Description | County | Endowment | Acres |
|----------|-------|---------|-------------------|--------|-----------|-------|
| 02N | 02E | 1 | See Attachment 1 | Ada | PF | 3.7 |

The Leased Premises consists of approximately 3.7 acres owned by the Penitentiary Fund Endowment. A map of the Leased Premises is included as Attachment 2.

1.4 Project Manager

The project manager for this project is Kemp Smith. For information concerning the RFP, please direct your questions to him using the Questions or Modification Proposal Form (Attachment 3). His contact information is:

Kemp Smith, Commercial/Residential Leasing Program Manager
Department of Lands, Director’s Office
300 N. 6th St, Suite #103
Boise, Idaho 83720
208-334-0202
kesmith@idl.idaho.gov

1.5 Instructions

It is the responsibility of each party submitting a proposal (“Proposer”) to follow the format required in the RFP. When preparing your response, provide complete answers and descriptions and submit the proposal by the RFP deadline.

1.6 RFP Requirements

The following are the RFP requirements:

- a. Submission by Proposer of a complete proposal by the RFP deadline of **5:00 pm (MT) on July 31, 2024**.
- b. A transmittal letter which lists the full and complete legal name (including state of origin of legal entity) of Proposer, the address of Proposer, and contact information (emails and phone numbers) for an authorized representative who can be contacted by the IDL concerning the proposal.
- c. Detailed responses to sections 4, 5 and 6 herein.
- d. Three hardcopy proposals and one digital copy.
- e. A nonrefundable application fee of \$750.00.

2. RFP INFORMATION

2.1 Authority

This RFP is issued pursuant to Title 58, chapters 1 and 3, Idaho Code.

2.2 Big Gowen RFP

This RFP is distinct from certain endowment land offered for ground lease under the “2024 Big Gowen RFP Project” RFP. To the extent any Proposer wishes to lease that certain endowment land under the 2024 Big Gowen RFP Project, while such project is active, a Proposer must submit a separate RFP proposal for that project and pursuant to its guidelines.

2.3 Costs of Preparing Proposal

It is the responsibility of the successful Proposer to finance or obtain private financing for all costs associated with the design, construction, and operation of the proposal. Proposers assume the risk of loss in the submission of any proposal or its operation. IDL is not liable or responsible for any costs or consequential damages incurred by Proposers in proposal preparation, negotiations, or any other costs that may result from activities in connection with any proposal.

2.4 Questions Regarding the RFP

Questions about this RFP must be received in writing utilizing Attachment 3 submitted by email to kesmith@idl.idaho.gov. **The deadline to submit questions is 5:00 p.m. MT, on June 15, 2024.**

2.5 Confidential Information Exempt from Disclosure

All proposals and submitted materials become public records and the property of IDL. Public records are subject to the Idaho Public Records Law (Idaho Code §§ 74-101 et seq.); and, subject to public disclosure pursuant to a public records request in accordance with the Idaho Public Records Law. In order for information in the proposal or submitted materials to be exempt from disclosure, the information must qualify as an express exemption set forth in the

Idaho Public Records Law, specifically I.C. §§ 74-105 through 74-112. The most common information which may be exempt from public disclosure under a public records request are “trade secrets” as defined in I.C. § 74-107(1). Proposers must specifically list all confidential information that they contend is exempt from disclosure on the Dedicated Confidential Exhibit Form (Attachment 4) and must specifically identify the type of exemption claimed and the specific Idaho Public Records Law citation supporting such exemption. Proposers must also provide a specific page or section reference to the location of any allegedly exempt information in the proposal. It shall be Proposer’s responsibility to see that all exempt confidential information is properly listed and identified on the Dedicated Confidential Exhibit. All information in the proposal, other than the exempt confidential information listed on the Dedicated Confidential Exhibit Form which shall be redacted, shall be subject to a public records request.

Any claim by Proposer that confidential information is exempt from disclosure, including a claim that such information constitutes a trade secret, will be reviewed by IDL’s legal counsel. All information deemed not to be subject to a valid exemption under the Idaho Public Records Law shall be subject to a public records request. Upon receipt of a valid public records request, IDL will attempt to notify Proposer prior to responding to the public records request. If IDL believes any claimed exempt confidential information does not appear to qualify as exempt from disclosure contrary to Proposer’s belief, or if any legal action is brought seeking to require the disclosure of any such claimed exempt information, then prior to IDL’s disclosure of any such information to the public records request, IDL will notify Proposer of such potential conflict; and if Proposer still believes that any such information is exempt from disclosure, it shall be incumbent on Proposer to obtain, within ten (10) days of the public records request, a protective order or other appropriate order from a court of competent jurisdiction enjoining IDL’s duty to disclose any such claimed confidential information in response to a public records request until such issue may otherwise be litigated or otherwise determined by said court. See Attachment 4 for more details.

2.6 Sample Ground Lease Review and Final Ground Lease Drafting

For the purposes of this RFP, Proposer may provide any proposed edits to the sample commercial ground lease document included as Attachment 5 by creating a “redlined” version of the document. Please request a WORD version of the document from IDL to submit proposed “redlined” revisions.

After a proposal, or multiple proposals, are selected by IDL, IDL shall draft a final ground lease document acceptable to IDL, with input from any such Proposer(s); provided however, that the terms and conditions of any lease (including a term of up to 49 years, which term may be divided into development, construction, production and decommission phases) offered by IDL shall ultimately be determined by IDL in its sole discretion. In addition to any proposed edits by Proposer(s) to the sample ground lease document submitted with their proposal, the highest scoring Proposer (or in the event multiple proposals are selected, the highest scoring Proposers) will be provided 30 days to provide input into the drafting of the final ground lease and to accept the terms of the lease. If the highest scoring Proposer(s) does not agree to the

final ground lease document within 30 days, then IDL may, in its discretion, move to the next highest scoring Proposer, extend the period for negotiating the lease, cancel the RFP, or reoffer the RFP.

Once a final ground lease document is generated, IDL will post the lease on IDL's website as part of IDL's lease advertisement and auction process in accordance with Idaho Constitution, Art IX, § 8; and I.C § 58-310.

2.7 Compatibility with Lease Terms

Prior to offering a lease, IDL reserves the right to request additional information and data from Proposer to ascertain the proposal's compatibility with the terms of the lease and to modify or impose specific lease terms and conditions based on Proposer, the proposed use, and/or the proposal.

2.8 Interviews

Proposers selected for final evaluation may be required to present their proposal to IDL and answer questions to clarify their proposal, ensuring mutual understanding.

2.9 Auction Process, Participants, and Fees

Any interested applicant that is qualified to participate in the auction following the RFP evaluation (that has not already paid the application fee for the RFP submission), will be required to register for the auction by the established registration deadline and pay the \$750.00 nonrefundable application fee to participate in the auction.

2.10 Land Board

IDL reserves the right to present any selected proposal and lease, as well as the results from any auction to the Land Board for approval at a regular monthly meeting. This requirement may delay or halt the awarding of a proposal or lease execution. If a proposal or lease is not approved by the Land Board, the auction premium bid will be refunded to Proposer.

2.11 Compliance with Applicable Laws

Proposer guarantees that all items provided by Proposer in the response and performance of this RFP meet or exceed all applicable federal, state and local laws, rules, regulations and ordinances, including, but not limited to, all applicable requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other applicable regulatory agencies; and, Proposer agrees to defend and hold harmless the state of Idaho and IDL for any such reliance thereon.

3. LIMITATIONS AND RESERVATIONS

3.1 RFP Limitations and Reservations

The RFP is subject to the following limitations and reservations:

- a. Any proposal not meeting the requirements set forth in this offering may be rejected as non-responsive at the sole discretion of IDL or the Land Board. Proposals not provided in the correct format or incomplete proposals will complicate the evaluation and comparison process and may, therefore, be declared non-responsive.
- b. IDL reserves the right to waive technical defects in this RFP, in its sole discretion.
- c. IDL reserves the right to request additional information and data from Proposer to ascertain Proposer's capabilities and desire to develop and/or utilize the Leased Premises. Any request for information by IDL to Proposer is to assist IDL to better understand the proposal. Such a request for additional information shall not be considered to constitute a binding agreement or commitment by IDL in any manner.
- d. With the permission of IDL, a Proposer may be given the opportunity to perform site assessments or other forms of testing and sampling to assess potential siting concerns prior to submitting a proposal.
- e. IDL reserves the right to reject any and all proposals for this RFP if the proposals are not in the best interest of the endowment beneficiaries as determined in its sole discretion, and the right to reoffer the RFP if the proposals received are not acceptable to the IDL and the Land Board.
- f. The Land Board retains ultimate discretion to reject certain types of proposed uses that do not align with land management and revenue goals.
- g. The Leased Premises, and any proposed development thereof, is subject to the terms of the easement identified in Attachment 6. (provision added 3/11/2024)

3.2 Proposed Lease Limitations and Reservations

The final ground lease shall include the following limitations and reservations:

- a. The use of the Leased Premises must not reduce the value of the Leased Premises.
- b. The storage or disposal of any toxic, hazardous, or deleterious substances must strictly comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- c. The use of the Leased Premises must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is the sole responsibility of Proposer to ensure that the proposal and proposed use of the Leased Premises meet all applicable federal, state, and local laws, rules, regulations, and ordinances. Recognizing the foregoing, the Leased Premises appears to be located within the city limits of Boise, and subject to "I-1 – Industrial Light" zoning.
- d. If Proposer is awarded and executes the lease, then Proposer, as lessee, will be solely responsible for all costs and expenses incurred or to be incurred in the design, development, construction, operation, and maintenance of all improvements upon the

Leased Premises. Neither IDL, the Land Board, the state of Idaho, nor any other board or agency of the state of Idaho will be liable or responsible for any costs or expenses incurred or to be incurred, including, but not limited to, the costs and expenses associated with the preparation of any proposal, negotiation for lease, procurement of financing, or operations under the lease.

- e. If site development results in excess native materials (topsoil, fill dirt, boulders, etc.), IDL may, within the terms of the lease agreement: 1) reserve those materials and require transport of materials to a designated stockpile area on nearby Endowment Lands; 2) establish a market price and sell the material for use elsewhere; or, 3) require lessee to remove the material for off-site disposal.
- f. Lessee will be responsible for the payment of all taxes, assessments, levies, fees, and other charges assessed or levied upon the leasehold interest or upon any property owned by lessee, in addition to any applicable income and beneficial use taxes. Lessee will also be responsible for payment of any and all Special Improvement District (SID) or Rural Improvement District (RID) fees that may be assessed.
- g. Upon expiration or cancellation of the lease, IDL reserves the right to require lessee to remove all improvements owned by lessee or constructed on the premises and to restore the property as closely as reasonably possible to its natural prelease condition during the term of the lease, at lessee's sole expense.
- h. Prior to the commencement of the construction under a lease, lessee will be required to post bonds, sureties, guarantees, construction insurance and/or a letter of credit in form and amount acceptable to IDL sufficient to ensure that the commercial uses and activities will be conducted as proposed, with no harm to the financial interests of the endowment beneficiaries. Leases that include the use of a hazardous substance must be bonded and insured with acceptable environmental insurance to ensure cleanup of the hazardous substance in the event of a spill or other contamination event that assures the protection of public health, safety, and welfare of the environment in a manner that protects the long-term financial interest of the endowment beneficiaries.
- i. Pursuant to Idaho Code § 58-310(4), IDL and the Land Board reserve the right to reject any and all lease auction bids when, in their judgment, there has been fraud or collusion, or for any other reason which justifies rejection of the bids.

4. QUALIFICATIONS (Required for the Proposal Submission)

4.1 Statement of Qualifications

Each Proposer shall list and describe Proposer's business entity structure, its organizational chart, and its officers, members, managers, general partners, managing entity, financially responsible parties and key employees that will directly oversee the development, operation, and maintenance of the proposed project. The proposal shall include a separate statement of qualifications for each such individual and key employee, as well as the primary duties of each key employee. Each statement of qualifications must discuss the person's training,

experience, and education that relates to the proposed project. Proposer may provide names and addresses of references. In any instance where a proposal indicates that separate legal entities will possess combined management, fiscal, or legal responsibilities, Proposer shall describe the legal relationship between the entities, including any such entity's structure, including its officers, members, managers, general partners, managing entity, financially responsible parties and key employees that will directly oversee the development, operation, and maintenance of any portion of the proposed project, as well as the statements of qualifications set forth above. In addition, if Proposer is a legal entity, then Proposer shall identify its state of origin, provide a copy of any organizational document, articles of incorporation, operating agreement, or other similar documentation, including, but not limited to, certificates of authority to do business in Idaho, and any applicable certificates of good standing with the Secretary of State's office in Idaho as well as any other state in which any such business entity originated. Finally, If Proposer is a corporation or other legal entity, or is signing on behalf of another individual, the person signing any proposal on behalf of any such legal entity or other individual must provide proof of authorization to sign on behalf of any such corporation, legal entity or individual.

4.2 Financial Ability

Before accepting any proposal for a ground lease and prior to the execution of any such lease, IDL shall establish, to its satisfaction, the financial capability of Proposer and the legal authority of Proposer to conduct business in the state.

The proposal must include:

- a. A detailed explanation of the proposed entity's financial ability to fully execute the proposed project and perform under the proposed ground lease.
- b. The intended capitalization strategy, detailing all intended sources of funds to complete development, including details of anticipated project financing.
- c. Statement of net worth.
- d. Profit and loss statement dated within 90 days of the RFP release date.
- e. Disclosure of any past bankruptcy or loan defaults.
- f. Operating agreement (when applicable).

5. PROPOSED DEVELOPMENT PLAN (Required for the Proposal Submission)

5.1 Summary of Proposal

Proposer shall provide the following information in a Summary of Proposal:

1. Description of the proposed use;
2. Estimate of number of actual acres reasonably required for the proposed use. This information will be used by IDL to assess whether multiple projects can make use of the area of the Leased Premises, in which event any given lease may specify a smaller number of acres or area different than the total available acreage and area of the Leased Premises identified herein;
3. Compatibility of the proposed project with surrounding uses;

4. Compatibility of the proposed project with other similarly situated projects generally; and
5. Acknowledgment of responsibility for payment of all costs associated with developing the project on the Leased Premises.

5.2 Site Plan, Construction, and Operation

All proposed buildings, infrastructure, landscaping, and other improvements to the Leased Premises must conform to all land use regulations of any relevant jurisdictional authorities. Proposals must be planned with adequate access, drainage, and storm water run-off retention to meet any jurisdictional authority's requirements.

1. Proposer shall include a map of the Leased Premises.
2. Proposer shall include basic site layout including the following:
 - a. Proposed uses and location;
 - b. Preliminary location and height of buildings and other structures;
 - c. All other infrastructure to be installed including, but not limited to, substations and utility lines (e.g. water, sanitary, storm sewer, pipes, and power transmission lines); and
 - d. Estimated cost of proposed improvements to the Leased Premises.
3. Proposer shall include a proposed reclamation plan upon decommissioning of the Leased Premises, if applicable, based upon the type of proposed development. Proposer may contact IDL to determine applicability of this requirement.
4. Proposer shall include a detailed, anticipated timeline for the development of any improvements.
5. Proposer shall describe the status of discussions or agreements for interconnection with any utilities and due diligence that has been committed to the development of the Leased Premises

IDL retains site plan review, approval authority, and the right to require additional development standards above local standards, and as may be more particularly described pursuant to the terms of the lease.

6. PROPOSED LEASE REVENUE and Cashflow Analysis (Required for the Proposal Submission)

6.1 Lease Commencement Fee

Proposers must offer a lease commencement fee in the amount of at least twenty thousand dollars (\$20,000), due at the mutual execution of a lease agreement. Please include this fee in the proposal and financial pro forma, and note this fee will be taken into account as part of IDL's analysis of guaranteed revenue.

6.2 Commencement of IDL Revenue

Proposals will clearly define the ground lease rent commencement date.

6.3 Rent Proposal

Proposers shall propose a singular, specific rent structure that will enhance the overall revenue to the endowment beneficiaries and increase the positive evaluation of the proposal submitted. Rent structures may include flat rate proposals, gross receipts proposals, hybrid rent approaches, or other specific rent structures. Any proposed abatement of rent shall be clearly stated by each proposer, if applicable. IDL reserves the right to ensure any proposed rent structure comports with any relevant constitutional, statutory, policy or similar authorities; and reserves the right to establish the rent pursuant to periodic reappraisals of land, or as it may deem necessary or appropriate in its sole discretion.

6.4 Cash Flow Analysis

Pro forma forecasting income, costs and debt service, and earnings of the operation of the proposed project for forty-nine (49) years. Each pro forma must also include a discussion of the economic assumptions upon which the projections are based; provided, further, pro forma assumptions should be briefly explained/supported and should reflect market-based variables and anticipated performance, including:

1. Annual income, including income growth (maximum of 4%);
2. Lease-up/absorption and revenue stabilization projections;
3. Annual operating expenses, including expense growth appropriate for the proposed project, but in no event less than 3.0%; and
4. An assumption for general vacancy and/or credit loss appropriate for the proposed product, but in no event less than 5.0%.

7. EVALUATION CRITERIA

7.1 Evaluation of Proposals

Proposals that are determined to be responsive (submitted by the RFP deadline with all deliverables, in the correct format, and with all required information) will be evaluated to determine how closely the RFP meets IDL's requirements. Evaluation and scoring of RFP's will be conducted by IDL following the RFP deadline. A nonresponsive proposal will not be scored.

When the proposals are evaluated, the points awarded for each component will be based on Proposer's response to the RFP requirements. The total points awarded for each component will be added together to create the final scores. The evaluation components, which are subject to revision by IDL in its sole discretion provided circumstances necessitate any adjustments, include the maximum points that may be awarded and are as follows:

- | | |
|------------------------------|-----|
| 1. Qualifications | 30% |
| 2. Proposed Development Plan | 20% |
| 3. Proposed Lease Revenue | 50% |

The RFP will be considered nonresponsive if any items required under the RFP, and in particular required by Section 1.6 of the RFP, are not included in the proposal.

7.2 Evaluation of Revenue

In relation to the evaluation of Proposed Lease Revenue under Section 7.1 herein, revenue shall be weighed in accordance with the following concepts:

- a. **Guaranteed Revenue.** Committed net rent under the lease will be weighted heavier than other forms of proposed income. Any financial consideration that is not fully committed, including rent from uncommitted future phases, will be treated as variable income.
- b. **Variable Revenue.** Percentage rent or other forms of leasehold income participation that are not guaranteed will be considered in IDL's analysis. Variable income will, however, be evaluated using a relevant discount rate premium in an attempt to account for the uncertainty associated with uncommitted revenue.

ATTACHMENT 1
LEGAL DESCRIPTION
(REVISED 3/11/2024)

A tract of land situated in the Southeast One Quarter of the Northeast One Quarter of Section 1, Township 2 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, described as follows:

Commencing at a brass cap monumenting the East One Quarter Corner of said Section 1, thence following the Easterly line of said Southeast One Quarter of the Northeast One Quarter, North 0°46'48" East a distance of 1,323.60 feet to a point being the North one Sixteenth Corner of said Section 1 which bears South 0°46'48" West a distance of 1,323.60 feet from a brass cap monumenting the Northeast Corner of said Section 1;

Thence leaving said Easterly line and following the Northerly line of said Southeast One Quarter of the Northeast One Quarter of Section 1, North 89°36'08" West a distance of 732.66 feet to a point on the Easterly right-of-way of Old Federal Way and being the POINT OF BEGINNING;

Thence leaving said Northerly line and following said Easterly right-of-way line, South 19°24'50" East a distance of 360 feet,

Thence North 76°11'52" West a distance of 168.27 feet

Thence following said Northerly right-of-way line, North 76°11'52" West a distance of 513.96 feet to a set 5/8-inch steel pin on the Northeasterly line of Ramp "D A" as shown on ITD R-O-W plans ST-3290(615); Thence leaving said Northerly right-of-way line and following said Northeasterly line, North 40°50'22" West a distance of 78.55 feet to a found 5/8-inch steel pin on the Westerly line of said Southeast One Quarter of the Northeast One Quarter of Section 1;

Thence leaving said Northeasterly line and following said Westerly line, North 0°41'08" East a distance of

120.96 feet to a set 5/8-inch steel pin monumenting the Northeast One Sixteenth Corner of said Section 1; Thence leaving said Westerly line and following the Northerly line of said Southeast One Quarter of the Northeast One Quarter of Section 1, South 89°36'08" East a distance of 593.40 feet to the POINT OF BEGINNING.

**ATTACHMENT 2
MAP OF LEASED PREMISES
(REVISED 3/11/2024)**



**ATTACHMENT 3
QUESTIONS OR MODIFICATIONS PROPOSAL FORM**

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY’S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the “RFP Section” field (column 2). If the question is a general question not related to a specific RFP section, enter “General” in column 2. If the question is regarding a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment A”) in the “RFP Section” (column 2), and the attachment page number in the “RFP page” field (column 3).
3. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line shall state the RFP project name followed by “Questions.”

GROUND LEASE ON STATE ENDOWMENT TRUST LAND

| Question Number | RFP Section | RFP Page | Question |
|------------------------|--------------------|-----------------|-----------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

Questions Due: June 15, 2024, at 5PM MT

**ATTACHMENT 4
DEDICATED CONFIDENTIAL MATERIALS EXHIBIT FORM**

I. PROCEDURE FOR CONFIDENTIAL TREATMENT OF MATERIAL SUBMITTED.

All confidential filings: Please attach this request form to each material requested for confidential treatment. The request form itself is not confidential and is a public record. Any request for confidential handling, including trade secrets will be reviewed for confidentiality by Idaho Department of Lands (“IDL”) Legal Counsel before further consideration of the material to which the request relates. **In general, requests for confidential treatment will be strongly disfavored and granted only for extraordinarily compelling reasons.** IDL will promptly notify Proposer of the extent to which IDL is willing to agree to treat the designated material as confidential and the manner in which IDL is willing to handle that material, requesting a response from Proposer within two business days. If IDL is not willing to agree to Proposer's request for confidential handling in its entirety, IDL and Proposer will discuss the matter in an effort to reach a written agreement on the confidential treatment of materials.

II. REQUEST FOR CONFIDENTIAL TREATMENT.

Proposer’s Name:

Address:

Phone:

Email:

- 1. What is the Title, date, and description (including number of pages) of the information for which you request confidential designation?**

2. Specify the specific part(s) or portions of the information for which you request confidential designation.

3. State the specific provision(s) of the Public Records Act (Idaho Code §74-106) or other law that allows the Idaho Department of Lands to keep the information confidential and explain why the provision(s) apply to that material.

4. Discuss the public interest in nondisclosure of the material submitted for a confidential designation. If the material contains trade secrets or its disclosure would otherwise cause loss of a competitive advantage, please state how it would be lost, the value of the information and the ease or difficulty with which the information could be legitimately acquired or duplicated by others.

5. State whether the information can be disclosed if it is aggregated with other information or masked to conceal certain portions (including but not limited to the identity of Proposer). State the degree of aggregation or masking required. If the information cannot be disclosed even if aggregated or masked, explain why?

6. State how the material is kept confidential (ie. with non-disclosure agreements; under lock and key; limited access, etc.) by Proposer and whether it has ever been disclosed to a person other than an employee of Proposer. If it has, explain the circumstances under which disclosure occurred.

7. State other restrictions on disclosure, use, and handling of the material requested.

By signing this Dedicated Confidential Materials Exhibit, the undersigned certifies that he or she has authority to do so on behalf of Proposer. The undersigned agrees to the procedure described in section I of this statement and that there is no claim to confidential treatment for any material submitted by Proposer not clearly identified and marked "CONFIDENTIAL."

Dated:

Signed:

Name (print or type):

Title: (print or type): _____

Representing:

**ATTACHMENT 5
SAMPLE GROUND LEASE**

Please contact Kemp Smith at kesmith@idl.idaho.gov for a copy of the sample ground lease.

**ATTACHMENT 6
CESCO EASEMENT
(ADDED 3/11/2024)**

**STATE OF IDAHO
EASEMENT NO. 5951**

THIS INDENTURE, made this 19th day of May, 1998, by and between the STATE OF IDAHO, Department of Lands, 954 West Jefferson Street, P.O. Box 83720, Boise, Idaho 83720-0050, acting by and through the State Board of Land Commissioners, as party of the first part (Grantor), and **CONTRACTORS EQUIPMENT SUPPLY CO. (CESCO)**, 2049 Commerce Ave., Boise, ID 83705, c/o **JOHN MCCREEDY, ATTORNEY AT LAW**, 1275 Shoreline Lane, Boise, ID 83702-6870 as party of the second part (Grantee);

WITNESSETH: That for and in consideration of the sum of ONE HUNDRED THOUSAND and no/100ths DOLLARS (\$ 100,000.00), lawful money of the United States of America, receipt whereof is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors, assigns, invitees, customers, and contractors, forever, a non-exclusive easement for the purpose of constructing, using, and maintaining an access road for ingress and egress over and across the following described lands situated in **ADA COUNTY**, State of Idaho, to-wit:

A sixty (60.00) foot wide strip of land located in the **SE $\frac{1}{4}$ NE $\frac{1}{4}$** of Section 1, Township 2 North, Range 2 East, Boise Meridian, more particularly described as follows;

Commencing at the northeast corner of said Section 1, from which the east one quarter ($\frac{1}{4}$) corner of said Section 1 bears South 0°46'37" West a distance of 2,647.23 feet; thence South 0°46'37" West a distance of 1,323.61 feet to the north one sixteenth (1/16) corner of said Section 1; thence North 89°36'19" West, 736.32 feet along the north boundary of the **SE $\frac{1}{4}$ NE $\frac{1}{4}$** of said Section 1 to a point on the easterly right-of-way of Old Federal Way, said point being the **REAL POINT OF BEGINNING**; thence South 19°24'47" East, 17.10 feet along said right-of-way; thence South 49°25'20" West, 5.45 feet; thence 117.75 feet along the arc of a curve to the right, said curve having a radius of 164.66 feet, a central angle of 40°58'18" , and a long chord bearing South 69°54'30" West, 115.25 feet; thence North 89°36'19" West, 483.79 feet to a point on the west boundary of the **SE $\frac{1}{4}$ NE $\frac{1}{4}$** of said Section 1; thence North 0°40'56" East, 60.00 feet along the said west boundary of the **SE $\frac{1}{4}$ NE $\frac{1}{4}$** to a point on the north boundary of said **SE $\frac{1}{4}$ NE $\frac{1}{4}$** , said point being the northeast one sixteenth (1/16) corner of said Section 1; thence South 89°36'19" East, 589.78 feet, more or less, along said north boundary of said **SE $\frac{1}{4}$ NE $\frac{1}{4}$** ; returning to the real point of beginning, the above described tract containing 0.78 of an acre, more or less.

Subject to the following terms:

1. The boundary lines of said easement shall be prolonged or shortened to begin on and end on the property lines.

2. It is understood and agreed that the Grantee shall take measures to control noxious weeds within the easement boundary in accordance with Title 22, Chapter 24, Idaho Code. The Grantee shall cooperate with any state or other agency authorized to undertake programs for control or eradication of noxious weeds. Failure to comply with this requirement would be justification for the Grantor to terminate the easement, provided Grantee shall be provided with a thirty (30) day notice of the deficiency; the Grantee shall have an opportunity to make a presentation to the State Board of Land Commissioners at a regularly scheduled Land Board meeting.
3. In the event that either the Grantee or his assigns, or the Grantor finds it necessary or desirable to improve the road, all costs in connection therewith shall be the responsibility of the party requiring the improvements.
4. Prior to performing construction, reconstruction or maintenance to a degree that shall cause soil disturbance and/or the removal of vegetation, the Grantee shall obtain written authorization from the Grantor. The authorization shall provide for appropriate operating and reclamation procedures such as leveling the ground surface and reseeding of vegetation, if necessary; prevention of erosion; and any other special provisions appropriate to protect the land and other resources. When the road is being used by both Grantor and Grantee, maintenance work and/or costs will be shared proportional to use.
5. The Grantee will comply with all state laws and with all rules and regulations of the State Board of Land Commissioners including, but not limited to, those pertaining to watershed protection and with the Stream Channel Protection Act as designated in Chapter 38, Title 42 of the Idaho Code.
6. The Grantee shall indemnify and hold harmless, the Grantor and its representatives against and from any and all demands, claims, or liabilities of every nature whatsoever, arising directly or indirectly from or in any way connected with the Grantee's use authorized under this easement.
7. Upon termination or abandonment, the Grantee shall have twelve (12) months from the date of receipt of the final notice to remove all facilities or improvements.
8. Grantee shall not fence the easement area without written authorization from the Grantor.
9. This easement is issued by the authority of the Rules for Easements on State Land (IDAPA 20.03.08) dated July, 1993.
10. If the easement is not used for the specified purpose for any five (5) year period, the Grantor may declare, in writing, such easement forfeited and the use of the lands shall revert to the Grantor or to the record owner of the lands. Grantee shall be provided with a

thirty (30) day notice in writing, but must respond within 30 days of such notice to show cause why the easement should not be terminated, if they so desire. The Grantor shall have 60 days to respond to the Grantee. The Grantee shall have an opportunity to appeal an adverse decision to the State Board of Land Commissioners at a regularly scheduled Land Board meeting.

11. If the easement is not used for the specified purpose within five (5) years from the date the easement is issued, then, in such event, the said lands so granted shall automatically revert to the Grantor without any further action required by Grantor.

12. The Grantor reserves to itself, its successors and assigns, the right to construct and maintain such spur roads over, through, or across the aforementioned right-of-way as it may deem necessary in the administration of its adjoining land, provided that such spur road construction shall not disturb or hamper use of said road by Grantee.

13. This easement is specifically for the purpose of providing right-of-way for ingress and egress to the Grantees' land in parts of Government Lots 1 and 2 of Section 1, Township 2 North, Range 2 East, B.M., as described in Instrument No. 95081262 as recorded in the records of Ada County, Idaho. It is understood and agreed that in the event that the road provides access to more than two landowners, the easement will be assigned to Ada County Highway District. It will be the Grantees' responsibility to comply with county road standards and requirements. An assignment will require the written consent of the Grantor.

14. The Grantor reserves unto itself, its assigns and its successors in interest the right and privilege to use said road for any and all purposes deemed necessary or desirable in connection with the control, management, and administration of Grantor's lands, or the resources thereof, provided such use does not interfere with the rights and privileges hereby authorized to Grantee.

15. The Grantee agrees to indemnify the Grantor against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq. or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.) by Grantee on the easement (unless the release or threatened release is wholly unrelated to the Grantee's activity on the easement), or resulting from the activity of the Grantee on the easement. This agreement applies without regard to whether a release is caused by the Grantee or its agent.

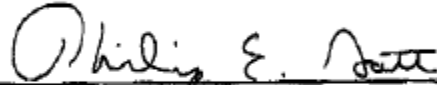
16. This easement is purpose specific and the Grantee is authorized to use the easement only for the purpose of a road as mentioned in the second paragraph above. If the Grantee desires to use the easement for an additional or a different purpose, the Grantee shall make a request in writing to the Grantor and, if approved, the original easement shall either be amended or canceled.

State of Idaho
Easement No. 5951
Page 4 of 5

17. This easement does not give the Grantee authority to permit third party use of the easement area for any purpose. Third party use shall be authorized only by the Grantor. The Grantor shall permit third party use only on the condition that said use shall not interfere with, nor unduly burden the Grantor's estate.


IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Idaho Department of Lands.

STATE BOARD OF LAND COMMISSIONERS



Governor of the State of Idaho and President
of the State Board of Land Commissioners

Countersigned:



Secretary of State





Director, Idaho Department of Lands

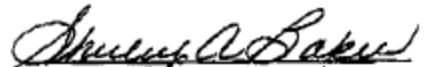
* * * * *

State of Idaho
Easement No. 5951
Page 5 of 5

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 19 day of May, 1998, before me, a Notary Public in and for said State, personally appeared PHILIP E. BATT, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; PETE T. CENARRUSA, known to me to be the Secretary of State for the State of Idaho; and STANLEY F. HAMILTON, known to me to be the Director of Department of Lands of the State of Idaho, that executed the same instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

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


NOTARY PUBLIC for Idaho
Residing at Mullan, Idaho
My Commission expires: 8-22-2001

