



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

Gary Spackman
Director

September 05, 2018

UNION BLOCK ASSOCIATES LLC
1020 W MAIN ST STE 270
BOISE ID 83702

RE: Water Right No: 63-12342

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on June 24, 2014 for the above referenced water right. The Notice could not be processed because the copy of the Deed recorded as Instrument number 96024167 did not include the signature page or Exhibit A.

On July 22, 2014, the Department requested the required information from you. As of the date of this letter, the Department has not received the required information.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$25.00 has been requested and will be mailed to Parklane Management Company LLC under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

Sincerely,

Emalee Rushing
Administrative Assistant II

Enclosure(s)

C: PARKLANE CO INC
817 W FRANKLIN ST
BOISE ID 83702

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JUN 24 2014

DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
63-12342	Yes ☐		Yes ☐		Yes ☐
~~63-33245~~	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Parklane Company Inc
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Union Block Associates LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1020 W. Main St., Ste 270 Boise ID 83702
Mailing address City State ZIP
- 208.345.3221 kghowell@parklaneco.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: December 6, 1994
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: [Signature] Title, if applicable: _____ Date: 6/19/14
Signature of new owner/claimant

Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: CS Date: 6/27/14 Receipt No.: 6099075 Receipt Amt.: 25.00
Approved by: _____ Processed by: _____ Date: _____

96024167
ALLIANCE TITLE:

ST-45056214

ADA CO. RECORDER
J. DAVID HAVARRO
BOISE ID

DEED

1994000543

'96 MAR 22 PM 12 05

For valuable consideration, the receipt of which is hereby acknowledged,

FEE 36.00

The Urban Renewal Agency of Boise City, also known as Capital City Development Corporation, a public body, corporate and politic, of the State of Idaho (the "Grantor"), acting to carry out the Boise Central District Urban Renewal Projects I and II, Idaho R-4 and R-5, Urban Renewal Plan Amended and Restated, December 6, 1994 (the "Urban Renewal Plan"), under the laws of the State of Idaho does hereby grant, bargain, sell, and convey unto Union Block Associates, LLC, an Idaho limited liability company (the "Grantee"), the real property legally described in the document attached hereto labeled Exhibit A and incorporated herein by this reference (the "Property").

1. The Property is conveyed subject to:
 - a. Rights or claims of parties in possession not shown by the public records;
 - b. Easements or claims of easements not shown by the public records;
 - c. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records;
 - d. Any lien or right to a lien for services, labor, or material heretofore to hereafter furnished, imposed by law, and not shown by the public record;
 - e. General taxes for the year 1996 and subsequent years which are an accruing lien, not yet due and payable; general taxes which may be assessed and extended on any subsequent roll for the tax year 1996 with respect to new improvements and the first occupancy thereof during 1996 which may not be included on the regular assessment roll and which are an accruing lien;
 - f. Special assessments of the City of Boise, if any;
 - g. The fact that the Union Block Building encroaches beyond the description contained in Exhibit A;

- h. Unpatented mining claims, reservations, or exceptions in patents or in acts authorizing the issuance thereof, water rights, and claims or title to water;
- i. Any state and federal statutes creating and empowering the National Register of Historic Places and the Historical Commission of Idaho and any supervision required (*see* Idaho Code §§ 67-4601 -4619);
- j. An easement and the terms and conditions thereof in favor of the City of Boise City for geothermal mains, lines, and incidentals recorded September 26, 1989, bearing Instrument No. 8947038;
- k. An encroachment agreement and the terms and conditions thereof between the Grantor and Fidelity Investment recorded October 2, 1990, bearing Instrument No. 9053778;
- l. Other special exceptions noted in the Commitment for Title Insurance issued by Alliance Title and Escrow Corporation dated January 29, 1996;
- m. The Urban Renewal Plan and a Disposition and Development Agreement entered into by and between the Grantor and Grantee and dated October 20, 1995, as implemented by any subsequent implementation agreements between Grantor and Grantee (herein collectively referred to as the "DDA"); the full text of the DDA and such implementation agreements are available for review at the offices of the Grantor and the City of Boise; the limitations of the DDA include, but are not limited to, those matters set forth immediately hereafter in subparagraphs m, n, o, p, q, r, s, t, and u.
- n. Grantor's right to require Grantee's participation in a parking validation program and compliance with parking requirements as set forth more fully in Sections 9001 through 9004 of the DDA;
- o. Grantor's right to require Grantee's cooperation and assistance to cause zoning and subdivision approval as set forth more fully in Section 212 of the DDA;
- p. Grantor's right to require Grantee's granting and permitting of all necessary and appropriate easements, restrictions, rights, and licenses for development of the Property as set forth more fully in Sections 7001 and 7002 of the DDA;

- q. Grantee's waiver of claims and objections to closing, vacation, or change of grade of any street, alley, or other public right-of-way within, fronting, abutting on, or adjacent to the Property or Project Area as set forth more fully in Section 2009 of the DDA and the Grantee's right to the use of Eighth Street as set forth more fully in Section 2010 of the DDA;
- r. Grantee's agreement to enter into cooperative wall agreements, easements, and the like to accommodate the development of adjacent properties by Grantor or Grantor's successors in interest as more fully set forth in Section 6000 of the DDA;
- s. Grantor's right to require Grantee to pay an additional purchase price as set forth more fully in Section 325 of the DDA;
- t. Grantor's right to a deferred purchase price as more fully set forth in Section 201 and 2002 of the DDA; and
- u. Grantee's agreement to take the Property in an "as is" condition and accepting responsibility for environmental remediation and releasing Grantor from environmental liability pursuant to Sections 214 through 220 and 4005 through 4007 of the DDA.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during construction and thereafter the Grantee shall use, operate, and maintain the Property for the uses specified in the Urban Renewal Plan and, unless expressly waived in writing by the Grantor, for the specific use as follows:

The Property shall be used only for a retail and commercial office structure, including incidental uses, constructed in accordance with the Scope of Development (Attachment 3 to the DDA, renovation of the historic Union Block Building) until September 1, 2017. The period of time from the date of issuance by the Grantor of a Certificate of Completion pursuant to Section 324 of the DDA, until September 1, 2017, shall be referred to hereinafter as the "Use Covenant Period."

3. Prior to commencement of construction of the improvements as required in the DDA and notwithstanding any provision in the DDA to the contrary, the Grantee shall not enter into, create, or suffer any transfer of title, assignment, lien, or other encumbrance without the written consent of the Grantor. On or following commencement of construction of the improvements as required by the DDA, the following provisions of this paragraph shall apply.

Prior to the recordation by the Grantor of a Certificate of Completion of construction as provided in the DDA, the Grantee shall not, except as permitted by the DDA, assign or attempt to assign or lease the whole or any part of the property (or any portion thereof) or of the improvements to be constructed thereon without the prior written approval of the Grantor. This prohibition shall not be applicable to a transfer provided under Section 107 of the DDA or to transfers to any entity or entities owned or controlled by the Grantee. This prohibition shall not apply to any of such Property (or any portion thereof) subsequent to the recordation of the Certificate of Completion with respect to the construction of the improvements thereon or to a sale of any such Property (or any portion thereof) at foreclosure (or to a conveyance thereof in lieu of a foreclosure) pursuant to a foreclosure thereof by a lender approved by the Grantor under Section 317 of the DDA. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of such property or to prohibit or restrict the leasing of any part or parts thereof or of any improvements constructed thereon with respect to which a Certificate of Completion has been issued by the Grantor. Nothing in this paragraph prohibits the Grantee from leasing space for occupancy in the Property or prohibits the Grantee from selling, transferring, conveying, or leasing a portion or portions of the Property, provided that any such transferee will meet the qualifications of a transferee and comply with all conditions of such transfer as set forth in Section 317 of the DDA. Nothing in this paragraph prohibits the Grantee from entering into financing arrangements with the City of Boise for purposes of providing geothermal energy to the Project.

4. Subject to the provisions of Section 513 of the DDA, the Grantor shall have the right, at the Grantor's option, to reenter and take possession of the Property hereby conveyed, or a portion thereof, with all improvements thereon, and to revert in the Grantor the estate conveyed to the Grantee (or the Grantee's successor in interest), if after conveyance of title to the Property and prior to issuance by the Grantor of the Certificate of Completion of construction of the improvements pursuant to Section 325 of the DDA, the Grantee or successor in interest shall:

- a. fail to proceed with the construction of the improvements as required by the DDA for a period of sixty (60) days after written notice thereof from the Grantor; or
- b. abandon or substantially suspend construction of the improvements for a period of sixty (60) days after written notice of such abandonment or suspension from the Grantor; or
- c. transfer or suffer any involuntary transfer of the Property, or any part thereof, in violation of the DDA.

From: [Rushing, Emalee](#)
To: [Tisha Bonney](#); [Jason Reynolds](#)
Subject: RE: Parklane Co Water Rights
Date: Thursday, September 01, 2016 5:29:00 PM
Attachments: [image001.png](#)
[Union Block Deed 03.96.pdf](#)

I am reviewing old ownership change requests and see that the previously requested information has not been submitted. To process the ownership change for Union Block Associates LLC, a complete copy of the conveyance document must be submitted. I've attached a copy of the documentation previously submitted.

I will hold this for 14 days for your response.

Thank you,
Emalee Rushing
208-287-4952

From: Tisha Bonney [<mailto:tisha@parklaneco.com>]
Sent: Tuesday, July 22, 2014 6:32 PM
To: Rushing, Emalee; Jason Reynolds
Subject: Re: Parklane Co Water Rights

Jason,

Emalee (who is cc) with the Idaho Water Rights states what I have provided her is not what she needs. I have copied verbatim what she is requested. Can you help me out with getting the correct deed for Union Block? Thanks for your help Tisha

Thank you for the reply. Unfortunately I still need the copy of the attachment and I now notice that the deed submitted for the Union Block Associates ownership change is not the entire copy as the signature page was not included. I cannot complete the ownership change for water right 63-12342 until I have the complete conveyance document with referenced attachments.

On Tue, Jul 22, 2014 at 2:38 PM, Rushing, Emalee <Emalee.Rushing@idwr.idaho.gov> wrote:
Thank you for the reply. Unfortunately I still need the copy of the attachment and I now notice that the deed submitted for the Union Block Associates ownership change is not the entire copy as the signature page was not included. I cannot complete the ownership change for water right 63-12342 until I have the complete conveyance document with referenced attachments.

Thank you,
Emalee Rushing
287-4952

From: Tisha Bonney [<mailto:tisha@parklaneco.com>]
Sent: Friday, July 11, 2014 9:11 AM
To: Rushing, Emalee
Subject: Re: Parklane Co Water Rights

Emalee,

below is what the City sent me today for Union Block Attachment A

The Easterly one-half of Lot 2, all of Lots 3 and 4 and the Westerly 6 inches of Lot 5, all in Block 43 of BOISE CITY ORIGINAL TOWNSITE, according to the Official Plat thereof, filed in Book 1 of Plats at Page(s) 1, records of Ada County, Idaho.

On Mon, Jun 30, 2014 at 10:07 AM, Rushing, Emalee <Emalee.Rushing@idwr.idaho.gov> wrote:

The checks have been received. The only other item I need is Attachment A to the Deed recorded as instrument number 96024167 for Union Block Associates, LLC.

Thank you.

From: Tisha Bonney [mailto:tisha@parklaneco.com]
Sent: Wednesday, June 25, 2014 1:38 PM
To: Rushing, Emalee
Subject: Re: Parklane Co Water Rights

Checks are in the mail :)

On Wed, Jun 25, 2014 at 10:58 AM, Rushing, Emalee <Emalee.Rushing@idwr.idaho.gov> wrote:
Tisha,

I received the Notice of Change in Water Right Ownership for Water Rights 63-33245, 63-12342, 63-11993, and 63-12593.

The ownership for permit number 63-33245 was already changed to Union Block Associates, LLC by the Assignment of Permit that was received on June 2, 2014.

To complete the ownership change for the remaining three water rights we will need the following:

- \$25 fee per water right (\$75 total)
- Attachment A to the Deed recorded as instrument number 96024167 for Union Block Associates, LLC

Please feel free to call or email if you have any questions.

Thank you,
Emalee
287-4952

From: Tisha Bonney [mailto:tisha@parklaneco.com]
Sent: Tuesday, June 24, 2014 3:04 PM
To: Rushing, Emalee
Subject: Re: Parklane Co Water Rights

Emalee,

Attached are the needed Documents to transfer the water permits.

Tisha

On Wed, Jun 4, 2014 at 10:21 AM, Rushing, Emalee <Emalee.Rushing@idwr.idaho.gov> wrote:
Here's the link to forms on our website:

<http://www.idwr.idaho.gov/RulesStatutesForms/WaterRights/WaterRightForms.htm>

I apologize for not thinking to send you a copy of the form.

From: Tisha Bonney [mailto:tisha@parklaneco.com]

Sent: Wednesday, June 04, 2014 9:45 AM

To: Rushing, Emalee

Subject: Re: Parklane Co Water Rights

Good morning Emalee,

Can you email me the Notice of Change in Water Right Ownership?

Thanks

On Fri, May 30, 2014 at 6:48 PM, Rushing, Emalee <Emalee.Rushing@idwr.idaho.gov> wrote:

The only document that should be completed by Parklane Co is the Assignment of Permit for Permit No. 63-33245 as it is personal property.

Ownership changes for water rights (63-11993, 63-12342, or 63-12593) are made at the request of the new owner. The new owner would need to complete the Notice of Change in Water Right Ownership, submit a deed which shows what was conveyed and the appropriate fee (most likely \$25).

I hope this answers your question.

Thank you,
Emalee

From: Tisha Bonney [mailto:tisha@parklaneco.com]

Sent: Friday, May 30, 2014 4:21 PM

To: Rushing, Emalee

Subject: Re: Parklane Co Water Rights

Do I need to supply the warranty deed to transfer these rights from Parklane Co into the actual property's name?

Thanks
Tisha

On Tue, May 27, 2014 at 4:59 PM, Rushing, Emalee <Emalee.Rushing@idwr.idaho.gov> wrote:

Water Right No. 63-11993 in the name of Parklane Co

Location is Franklin Plaza – Tax lot data as of 6/26/2013 indicates owner is Parklane Company Inc

Water Right No. 63-12342 in the name of Parklane Co Inc
Location is Union Block Building – Tax lot data as of 6/26/2013 indicates owner is Union Block Associates LLC

Water Right No. 63-12593 in the name of Parklane Co Inc
Location is Idanha building – Tax lot data as of 6/26/2013 indicates owner is Idanha Associates LLC

Permit No. 63-33245 in the name of Parklane Co Inc
Location is Union Block Building – Tax lot data as of 6/26/2013 indicates owner is Union Block Associates LLC

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Tisha Bonney
Parklane Management Company LLC
1020 W. Main St., Ste 270
Boise, ID 83702
Direct: 208.514.4067
tisha@parklaneco.com

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Parklane Management Company LLC
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