



**LAVA**  
*Hot Springs*

**IDAHO'S WORLD-FAMOUS HOT SPRINGS &  
OLYMPIC SWIMMING COMPLEX**

**Lava Hot Springs Foundation**

P.O. Box 669

430 E. Main

Lava Hot Springs, Idaho 83246

(208) 776-5221 or (800) 423-8597

[www.lavahotsprings.com](http://www.lavahotsprings.com)

December 2, 2025

Honorable Brandon D. Woolf, Secretary  
Idaho Board of Examiners  
PO Box 83720  
Boise, ID 83720-0011

Dear Secretary Woolf,

The Lava Hot Springs Foundation (Foundation) requests the Board of Examiners consider and approve the attached new ground lease agreement on ground administered by the Foundation in accordance with IC 67-4402.

The proposed property in said commercial lease falls within the land grant operated by the Foundation. This property has been under the Riverwalk Thai Food Restaurant lease terms with Robert and Suwannasri Wnukowski. The Riverwalk Thai Food Restaurant has now been sold to Kody & Andrea Tillotson as of October 31, 2025, the new name will be Tilly's Thai Food. By Board of Directors vote, Kody & Andrea Tillotson has been granted the ability to continue to operate under the same terms of the original lease expiring December 31, 2025. Proposed new lease to begin January 1, 2026

The Foundation appreciates your time in this matter.

Sincerely,

*Tyson Koester*

Tyson Koester  
Executive Director  
Lava Hot Springs Foundation



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67-4402.POWERS AND DUTIES OF FOUNDATION. The foundation shall have powers and duties as follows:

(1) To take charge of all personal property and the lands and property of the state of Idaho situated within and near the village of Lava Hot Springs and hereinafter more fully described and to have a general supervision and control of all buildings, improvements, and property appertaining thereto.

(2) To lease any real or personal property not used or needed by the foundation for a period not exceeding ninety-nine (99) years, to any individual or company, subject to approval by the board of examiners of the state of Idaho. Any lease entered into pursuant to this section shall be exempt from limitation as to term of lease as set forth in section 58-307, Idaho Code.

## GROUND LEASE

This Ground Lease (this "Lease") is made effective as of the 1st day of January 1, 2026, by and between **THE STATE OF IDAHO**, acting through the **LAVA HOT SPRINGS FOUNDATION** ("Lessor"), and **Kody Tillotson and Andrea Tillotson (Tilly's Thai LLC)** ("Lessee").

### RECITALS

A. Lessor is charged with the operation, management, supervision and control of certain lands and property of the State of Idaho situated within and near the Village of Lava Hot Springs, Idaho, which lands are held by the State of Idaho for public use as more particularly set forth in title 67, chapter 44, Idaho Code.

B. Lessee is the owner of a building and other improvements located on the property, and desires to operate the building as a food service establishment.

C. Lessor is willing to lease the Property to Lessee under the terms and conditions of this Lease.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the above recitals, which are incorporated herein by reference, and other good and valuable consideration, Lessor leases and demises the Property to Lessee and Lessee leases the Property from Lessor under the following terms and conditions:

1. Term. The term of this Lease shall be for thirty (30) years, commencing on the effective date of this Lease and ending on January 1, 2056.

1.1.1. So long as the lease is not in default under the terms of this lease, Lessee shall have the option to negotiate a lease extension at the expiration of the initial term set forth above. Such renewal shall be under the same terms, covenants, and conditions of this lease.

2. Rent. Subject to the adjustments set forth herein, rent shall be paid as follows:

2.1 Initial Rent Term. Lessee shall pay rent for Eight Thousand Three Hundred Forty-One Dollars (\$8,341) annually.

2.2 Subsequent Rent Terms. Lessee shall pay rent for Eight Thousand Three Hundred Forty-One Dollars (\$8,341) for the first 5 years. (2026,2027,2028,2029,2030.)

2.3 Adjustments to Rent. Commencing January 1, 2031 lessee annual lease payment will increase to Fifteen Thousand (\$15,000) and every five (5) years thereafter, the monthly rent shall be adjusted on the basis of the Consumer Price Index for Urban Consumers (CPI), published by the United States Department of Labor, Bureau of Labor Statistics (hereinafter referred to as the "Price Index") or, if there shall be no such Price Index, then by the successor or the most nearly comparable successor index thereto designated by the Lessor, appropriately adjusted, by multiplying the monthly rent set forth herein by a fraction, the numerator which shall be the Price Index for the month immediately preceding each anniversary hereof, and the denominator of which shall be the Price Index for the month immediately preceding the anniversary following the conclusion of the Initial Rent Term. After January 1, 2031, adjustment has been made, additional rent adjustments may be made every five (5) years thereafter at the discretion of the Foundation's Board of Trustees and will be based on CPI as set forth in this subsection. A decision not to adjust the rent for any five (5) year period shall not prevent the Foundation from adjusting the rent in any other five (5) year period.

2.3.1 Lessee's Objection to Adjusted Rent. Lessee may, upon written notice to Lessor given not more than thirty (30) days subsequent to notice of the annual adjustment to rent, procure an appraisal by an MAI certified appraiser, at Lessee's sole cost, of the fair rental value on such anniversary and provide a copy of such appraisal to Lessor. Lessor may accept such appraised rental value as the adjusted rent or object to such appraisal by providing written notice to Lessee within ten (10) days of Lessor's receipt of the appraisal. After providing notice of objection, Lessor shall, at Lessor's sole cost, obtain a second appraisal by an MAI certified appraiser and provide a copy of such second appraisal to Lessee. Lessee may accept the second appraised rental value as the adjusted rent or object to the second appraisal by providing written notice to Lessor within ten (10) days of Lessee's receipt of the second appraisal. Upon receipt of notice of objection by Lessee, Lessee and Lessor shall cause the first appraiser and the second appraiser to designate a third MAI-certified appraiser. Lessor and Lessee shall share the expense of the third appraisal equally. The adjusted rental value as determined by the third appraiser shall be binding on the parties hereto.

2.3.2 Limit Upon Lessee's Objection to Adjusted Rent. Notwithstanding any provision in this section, to the contrary, Lessee may object to adjustments to rent no more than once in any five (5) year period of the term of this Lease.

2.4 Time and Place of Payment. Lessee shall pay the rent to Lessor, without deduction or offset, at the place or places as may be designated from time to time by Lessor on or before December 30, each year.

### 3. Use of the Property.

3.1 Permitted Uses. Lessee shall use the Property only for a food service establishment providing restaurant services to the public and uses incidental thereto.

3.2 Prohibited Uses.

3.2.1 Violation of Law, Waste or Nuisance. During the term of this Lease, Lessee shall not use or suffer or permit any person or persons to use the Property or any part thereof for any use or purpose in violation of the laws of the United States, or the State of Idaho, or in violation of the ordinances, regulations, and requirements of the City of Lava Hot Springs, County of Bannock or other lawful governmental authorities. Lessee shall not commit, or suffer to be committed, any waste or any nuisance on the Property.

3.2.2 Hazardous Materials. Lessee shall not accumulate, use, or store on the Property materials classified as hazardous, biomedical, or toxic waste except in compliance with all state, federal, or local laws, rules, or regulations. Lessee shall comply with any lawful order by an entity reposed with authority to regulate the use, accumulation, storage, or disposal of hazardous waste. Lessor shall not be responsible for any such materials placed on the Property by Lessee.

3.2.3 Interference with Lessor's Geothermal Resource. Notwithstanding the issuance of any right or license to access geothermal water or steam sources, Lessee shall not interfere with Lessor's use of geothermal rights or licenses held by Lessor.

3.3 Suitability. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Property or with respect to the suitability of the Property for Lessee's intended use of the Property. In addition, Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the award or grant to Lessee of any water right or license, including the right or license to use geothermal water or steam. Lessor has not agreed to undertake any modification, alteration, or improvement to the Property except as provided in this Lease. By taking possession of the Property, Lessee waives any claim that the Property was not in satisfactory condition at that time, except for conditions not readily apparent until after Lessee has possessed the property for a brief period of time.

#### 4. Improvements.

4.1 Alterations, Improvements, and Changes. During the Lease term, Lessee shall have the right to make such alterations, improvements, and changes to any building that may from time to time be on the Property as Lessee may deem necessary, or to replace any building with a new one of at least equal value, provided that prior to making any structural alterations, improvements, or changes, or to replacing any building, Lessee shall obtain Lessor's written approval of plans and specifications therefor and provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements, or changes, or that any proposed new building is at least equal in value to the one that it is to replace. In the event of disapproval, Lessor shall give Lessee an itemized statement of reasons for the disapproval. If Lessor does not disapprove the

plans and specifications provided for in this subsection within fifteen (15) days after they have been submitted to Lessor, the plans and specifications shall be deemed to have been approved by Lessor. Lessee will in no event make any alterations, improvements, or other changes of any kind to any building on the Property that will decrease the value of the building, or that will adversely affect the structural integrity of the building. Prior to commencing any work that will cost more than \$20,000.00, Lessee shall furnish Lessor, on demand, with a good and sufficient surety bond ensuring the completion of the work and the payment of all bills in connection with the work.

4.2 Building and Zoning Restrictions. All construction, parking, or signs shall conform to any applicable zoning or building regulations. This Lease is subject to all applicable zoning ordinances and restrictions and all limitations of record and is subject to any and all easements for public utilities that may be of record. If there are any such restrictions that make construction of the improvements identified in Subsection 4.1 unfeasible in the opinion of the Parties, the Parties may mutually terminate this Lease.

4.3 Prohibited Improvements. Lessee shall not, without prior written consent of Lessor, construct improvements or operate improvements in a manner similar to existing businesses or improvements located on Lessor's property situated within and near the Village of Lava Hot Springs, Idaho.

4.4 Damage to and Destruction of Improvements. The damage, destruction, or partial destruction of any building or other improvement that is a part of the Property shall not release Lessee from any obligation under this Lease. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the obligations of Lessee, it is agreed that the proceeds of any insurance covering damage or destruction shall be made available to Lessee for repair or replacements.

4.5 Disposition of Improvements on Termination of Lease. On termination of this Lease for any cause, Lessor shall become the owner of any building or improvements on the Property.

5. Maintenance. Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the Property, including all buildings and improvements of every kind that may be a part of the Property, and all appurtenances to the Property, including landscaping and sidewalks, in good, sanitary, and neat order, condition and repair, and, except as specifically provided in this Lease, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatever to the Property or any buildings or improvements on the Property.

6. Lessor Reservations.

6.1 Express Reservations. Lessor expressly reserves the following additional rights:

6.1.1 Oil and gas, geothermal rights, mineral rights, easements and rights-of-way, fee title to the Property, and title to all Improvements placed thereon by the Lessor;

6.1.2 To grant easements upon or over the Property, providing said easements do not infringe on Lessee's use of the Property;

6.1.3 To require that changes be made to sanitation or other facilities for the protection of public health or safety or to preserve the Property; and

6.1.4 To issue leases for exploration and development of oil, gas, geothermal and mineral resources or any other leases, so long as such leases do not interfere with uses authorized under this Lease.

7. Lessor's Right of Entry. Lessee shall permit Lessor and the agents and employees of Lessor to enter into and on the Property at all reasonable times for the purpose of inspecting the Property, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Property occasioned by the entry. Except in the event of an emergency or the threat of loss or damage to Lessor's property, Lessor shall provide forty-eight (48) hours prior written notice to Lessee of Lessor's entry on the Property. Lessee hereby grants to Lessor such licenses or easements in and over the Property or any portion thereof as shall be reasonably required for the maintenance, repair, or replacement of the Existing Water Lines, the Entrance Sign or the installation or maintenance of utilities, conduits, pipes or other facilities or improvements to serve Lessor's property; provided, however, that Lessor shall provide prior written notice to Lessee of such entry and such installation or maintenance shall not unreasonably interfere with Lessee's use or possession of the Property. Lessee shall permit Lessor and its agents and employees, at any time within the last 12 months prior to the expiration of this Lease, to place on the Property any usual or ordinary "To Let" or "To Lease" signs and exhibit the Property to prospective tenants at reasonable hours.

8. Subletting, Assignment and Mortgages.

8.1 Subletting and Assignment. Lessee may not sublet the Property in whole or in part without Lessor's prior written consent. The making of any sublease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations under this Lease. Lessee shall not assign or transfer this Lease, or any interest in this Lease, without the prior written consent of Lessor, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Any assignment without

consent shall be void, and shall, at the option of Lessor, terminate this Lease. Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee under this Lease in the Property shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever. Any attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease. Notwithstanding the foregoing, Lessee may assign or sublet this Lease to a related entity upon submission of financial documentation to Lessor not less than thirty (30) days prior to such assignment or sublease showing financial resources reasonably satisfactory to Lessor. For the purposes of this section, a related entity is an entity that is controlled by Lessee through greater than fifty (50) percent ownership or is controlled through greater than fifty (50) percent ownership by an entity or individual with greater than fifty (50) percent ownership of Lessee. Upon approval of an assignment by Lessor or the assignment to a related Lessor prior to such assignment or sublease as authorized above, Lessee shall be relieved of liability hereunder and said assignee shall be solely responsible for the Lessee's obligations and liabilities hereunder.

9. Taxes. As additional rental under this Lease, lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatever, including all governmental charges of whatever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the Property, or any part of the Property, the leasehold of Lessee in and under this Lease, the Property described in this Lease, any building or buildings, or any other improvements now or hereafter on the Property, or on or against Lessee's estate created by this Lease that may be a subject of taxation, or on or against Lessor by reason of its ownership of the fee underlying this Lease, during the entire term of this Lease. If Lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed in this section to be paid by Lessee, Lessee shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest, on giving to Lessor written notice prior to the commencement of any such contest, which shall be at least ten (10) days prior to delinquency, and on protecting Lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment, rate, or governmental charge, and from any costs, liability, or damage arising out of any such contest. Lessee shall obtain and deliver to Lessor receipts or duplicate receipts for all taxes, assessments, and other items required under this Lease to be paid by Lessee, promptly on payment of any such taxes, assessments, and other items.

10. Utilities. Lessee shall fully and promptly pay for all water, gas, heat, power, telephone service, and other utilities of every kind furnished to the Property through the term of this Lease, and all other costs and expenses of every kind whatever of or in connection with the use, operation, and maintenance of the Property and all activities

conducted on the Property, and Lessor shall have no responsibility of any kind for any such utilities.

11. Liens. Lessee shall keep all and every part of the Property and all buildings and other improvements at any time located on the Property free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the Property, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Lessor and all of the Property and all buildings and improvements on the Property from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the Property. Nothing in this section shall interfere with Lessee's right to encumber Lessee's personal property, provided that such encumbrance shall not interfere with Lessor's interest in the Property or the fixtures thereon.

12. Indemnification.

12.1 Lessee's Indemnification. Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Lessee or by any person who may at any time be using or occupying or visiting the Property or be in, on, or about the Property, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the Property, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. Lessee shall indemnify Lessor against any and all claims, liability, loss, or damage whatever on account of any such loss, injury, death, or damage. Lessee waives all claims against Lessor for damages to the building and improvements that are now on or hereafter placed or built on the Property and to the property of Lessee in, on, or about the Property, and for injuries to persons or property in or about the Property, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of Lessor, its agents, or employees.

12.2 Lessor's obligation to Lessee. In the event Lessee or Lessee's tenants, agents, employees or invitees are injured because of the negligence or misconduct of Lessor, its agents or employees, Lessor shall be liable for any such injury subject to and in accordance with the provisions of the Idaho Tort Claims Act in Title 6, Chapter 9 of the Idaho Code.

13. Insurance.

13.1 Property Insurance. Lessee shall, at all times during the term of this Lease and at Lessee's sole expense, keep all improvements that are now or hereafter a part of the Property insured against lost or damage by fire, extended coverage perils, vandalism, and malicious mischief, for one hundred percent (100%) of the full replacement cost of the improvements, and with loss payable to Lessor and Lessee as their interests may appear. The term "full replacement cost" shall mean the actual replacement cost of the improvements immediately following the time of loss, less exclusions provided in a standard fire insurance policy. Lessee shall, as necessary, increase the replacement cost of the improvements under all policies required by this subsection. All loss adjustments except adjustments increasing the replacement cost of the improvements shall require the written consent of both Lessor and Lessee. Lessee acknowledges that Lessor will not carry insurance of any kind on Lessee's improvements or on Lessee's furniture, fixtures, equipment or appurtenances and Lessor shall not be obligated to repair any damage thereto or to replace the same.

13.2 Personal Injury Liability Insurance. Lessee shall maintain in effect through the term of this Lease commercial general liability insurance covering the Property and its appurtenances and the sidewalks fronting on them in the amount of \$1,000,000.00 for injury to or death of any one person, and \$2,000,000.00 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000.00. Such insurance shall specifically insure Lessee against all liability assumed by it under this Lease, as well as liability imposed by law, and shall insure both Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee.

13.3 Workers' Compensation Insurance. Lessee shall maintain all required workers' compensation coverage.

13.4 Form of Policies. All the policies of insurance referred to in this section shall be written in a form satisfactory to Lessor and by insurance companies satisfactory to Lessor. Lessee shall pay all the premiums for insurance and delivery policies, or certificates of policies, to Lessor. Each insurer mentioned in this section shall agree, by endorsement of the policy or policies issued by it, or by independent instrument furnished to Lessor, that it will give Lessor thirty (30) days' written notice before the policy or policies in question shall be altered or canceled.

13.5 Cost of Insurance Deemed Additional Rental. The cost of insurance required to be carried by Lessee in this section shall be deemed to be additional rental under this Lease.

13.6 Adjustment of Policy Limits. Lessor may, from time to time but not more often than once every ten (10) years, increase the policy limits required by this Lease by providing written notice of such increase to Lessee. Lessee shall procure such increased policy limits within sixty (60) days of receipt of such notice.

13.7 Failure to Maintain Insurance. If Lessee fails or refuses to maintain any insurance required by this Lease, Lessor may, at its option, procure insurance for its interests and all premiums paid by Lessor shall be deemed additional rent and shall be due on the payment date of the next installment of rent.

#### 14. Default and Remedies

14.1 Events of Default. The following shall be events of default: (a) failure to pay the rent when due; (b) dissolution, termination of existence, insolvency, business failure, discontinuance as a going business (except for labor disputes), appointment of a receiver of any of the Property, assignment for the benefit of creditors, or commencement of any proceedings under any bankruptcy or insolvency laws by or against Lessee; (c) failure of Lessee to comply with any other term or condition, or to fulfill any other obligation of the Lease within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty (30) day period, this provision shall be complied with if Lessee begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as possible; or (d) abandonment by the Lessee of the Property.

#### 14.2 Remedies.

14.2.1 In the event of any breach or default of this Lease by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Property. The property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Lessee. Should Lessor elect to reenter, as provided in this Lease, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Property or any part of the Property for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and on such other terms and conditions as Lessor, in the sole discretion of Lessor, may deem advisable with the right to make alterations and repairs to the Property. On each re-letting: (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due under this Lease, the expenses of re-letting and of making such alterations and repairs incurred by Lessor, and the amount, if any, by which the rent reserved in this Lease for the period of re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Property for the period on re-letting; or (b) at the option of Lessor, rents received by the Lessor from re-letting shall be applied, first, to the payment of any indebtedness, other than rent due under this Lease from Lessee to Lessor; second, to the payment of any expenses of re-letting and of making alterations and repairs; third, to the payment of rent due and unpaid under this Lease and the residual, if any shall be held by Lessor and applied in payment of future rent as it may become due and payable under this Lease. If Lessee has been credited with any rent to be received by re-letting

under option (a), above, and the rent was not promptly paid to Lessor by the new tenant, or if the rentals received from the re-letting under option (b), above, during any month is less than that to be paid during that month by Lessee under this Lease, Lessee shall pay any deficiency to Lessor. The deficiency shall be calculated and paid monthly. No re-entry or taking possession of the Property by Lessor shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination of this Lease is decreed by a court of competent jurisdiction. In spite of any re-letting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Property, and including the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Property for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

14.2.2 In the event that Lessee by failing or neglecting to do or perform any act or thing provided in this Lease by it to be done or performed, shall be in default under this Lease and such failure shall continue for a period of twenty (20) days after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Property for such purposes, if Lessor shall so elect), and Lessor shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account of that election. Lessee shall repay Lessor on demand the entire expense incurred on account of the election, including compensation to the agents and employees of Lessor.

14.2.3 Any act or thing done by Lessor pursuant to the provisions of this Lease shall not be or be construed as a waiver of any such default by Lessee, or as a waiver of any other right or remedy of Lessor, under this Lease or otherwise. All remedies conferred on Lessor in this Lease shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

14.2.4 All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when they become due as provided in this Lease, shall bear interest from the date they become due until paid at the rate of twelve percent (12%) per annum, compounded annually.

15. Redelivery of Property. At the expiration or earlier termination of this Lease, Lessee shall peaceably and quietly quit and surrender to Lessor the Property and all improvements in good order and condition subject to the other provisions of this Lease.

16. Eminent Domain and Condemnation.

16.1 Lease Termination. In the event the entire Property shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of the taking, and Lessee shall then be released from any liability thereafter accruing under this Lease. In the event a portion of the Property shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the Property by Lessee, or if the remainder of the Property is not an undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within ten (10) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken. If there is a partial taking and Lessee does not so terminate this Lease, then this Lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term, shall be reduced by an amount that is in the same ratio to the rent set forth herein, as the value of the portion of the Property taken bears to the total value of the Property immediately before the taking.

16.2 Condemnation Award. In the event of the termination of this Lease by reason of the total or partial taking of the Property by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

17. Merger. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

18. Waiver. The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Lease. The subsequent acceptance of rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the rental so accepted, regardless of Lessor's knowledge of a preceding breach at the time of acceptance of rent.

19. Holding Over. Any holding over after the expiration of the term of this Lease, with the consent of Lessor, shall be construed to be a tenancy from month-to-month, at the same monthly rental as required to be paid by Lessee for the period immediately prior to the expiration of the term of this Lease, and shall otherwise be on the terms and conditions specified in this Lease, so far as applicable.

20. Notices. All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing

and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

**To Lessor:** Lava Hot Springs Foundation  
P.O. Box 669  
Lava Hot Springs, Idaho 83246

**To Lessee:** Tillys Thai LLC.  
Kody and Andrea Tillotson  
P.O. Box 726  
Lava Hot Springs, Idaho 83246

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

21. Officials, Agents, and Employees Not Personally Liable. No director, official, officer, employee or agency of the State of Idaho or Lessor shall be in any way liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation or warranty made herein or in any way connected with this Lease. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of Lessor or the State of Idaho shall have any personal liability or responsibility hereunder, and the sole responsibility and liability for the performance of this Lease and all of the provisions and covenants herein contained pertaining to the Lessor shall rest in and be vested with the Lessor or State of Idaho as the case may be.

22. Miscellaneous.

22.1 Attorney Fees. If any action at law or in equity shall be brought arising out of this Lease, to recover any rent under this Lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Property, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

22.2 Time of the Essence. Time is of the essence of this Lease and of each and every covenant, term, condition, and provision of this Lease.

22.3 Captions. The captions of the sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

22.4 Governing Law. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of Idaho.

22.5 Entire Agreement. This Lease and the exhibits hereto shall constitute the entire agreement between the parties. There are no agreements, warranties, or representations between the parties hereto other than this Lease; this Lease supersedes and cancels any and all previous negotiations, agreements, or representations between the parties hereto.

22.6 Modification. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

22.7 Cooperation. The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Lease.

22.8 Approvals. Any approval or consent required to be given by either party under the provisions of this Lease shall not be unreasonably withheld or delayed.

22.9 Recording. Neither this Lease nor any memorandum thereof shall be recorded without the express written consent of Lessor.

22.10 Binding Effect. This Lease shall be binding upon and shall inure for the benefit of the heirs, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the first day and year written above.

**LESSOR:**

**THE STATE OF IDAHO, LAVA HOT SPRINGS  
FOUNDATION**

By \_\_\_\_\_  
Its \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_  
Kody Tillotson

\_\_\_\_\_  
Andrea Tillotson

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land located in the Southwest quarter of Section 22, Township 9 South, Range 38 East, Boise Meridian, Lava Hot Springs, Bannock County, Idaho and further described as follows:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 22, MARKED BY 3 INCH BANNOCK COUNTY BRASS CAP MONUMENT, SEE CORNER PERPETUATION INST. NO. 92010515; THENCE NORTH 89°53'02" EAST, (BASIS OF BEARING PER CENTRAL MERIDIAN OF EAST ZONE OF IDAHO STATE PLANE COORDINATE SYSTEM), ALONG THE LATITUDINAL CENTER LINE OF SAID SECTION 22, A DISTANCE OF 685.48 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 1506.73 FEET, TO A POINT 33.50 FEET NORTH OF THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 30, BEING A POINT ON A 1673.60 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°56'23" WEST, ALSO BEING THE **POINT OF BEGINNING**.

THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION, 33.50 FEET NORTH AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 30, FOR AN ARC LENGTH OF 180.48 FEET, THROUGH A CENTRAL ANGLE OF 06°10'44", (THE CHORD OF SAID CURVE BEARS NORTH 85°58'15" EAST A DISTANCE OF 180.40 FEET).

THENCE SOUTH 54°38'37" EAST A DISTANCE OF 110.73 FEET MORE OR LESS TO THE NORTHERLY/WESTERLY HIGH WATER MARK OF THE PORTNEUF RIVER, BEING A POINT ON A 350.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 44°34'31" EAST; THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, MORE OR LESS ALONG NORTHERLY/WESTERLY HIGH WATER MARK OF THE PORTNEUF RIVER, FOR AN ARC LENGTH OF 195.85 FEET, THROUGH A CENTRAL ANGLE OF 32°03'40", (THE CHORD OF SAID CURVE BEARS SOUTH 29°23'39" WEST A DISTANCE OF 193.30 FEET;) THENCE SOUTH 77°50'16" WEST A DISTANCE OF 17.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF A PARCEL DEPICTED ON RECORD OF SURVEY INST. NO. 21404867; THENCE NORTH 12°09'44" WEST, ALONG THE EAST BOUNDARY LINE OF SAID PARCEL, A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 85°27'34" WEST, ALONG THE NORTH BOUNDARY LINE OF SAID PARCEL, A DISTANCE OF 202.16 FEET; THENCE NORTH 67°34'36" WEST A DISTANCE OF 1.31 FEET; THENCE SOUTH 83°56'44" WEST A DISTANCE OF 53.70 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 12.65 FEET; THENCE NORTH 63°56'52" EAST A DISTANCE OF 8.72 FEET TO A POINT OF CURVATURE OF A 193.50 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 26°03'08" WEST; THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION FOR AN ARC LENGTH OF 186.76 FEET, THROUGH A CENTRAL ANGLE OF 55°17'55", (THE CHORD OF SAID CURVE BEARS NORTH 36°17'54" EAST A DISTANCE OF 179.59 FEET); THENCE NORTH 08°38'56" EAST A DISTANCE OF 5.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1.03 ACRES MORE OR LESS.

RECORD OF SURVEY FOR:  
**KODY TILLOTSON**  
 LOCATED IN SECTION 22, TOWNSHIP 9 SOUTH, RANGE 38 EAST,  
 BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

WEST 1/4 CORNER OF SECTION 22,  
 FOUND 3 INCH BANNOCK COUNTY BRASS  
 CAP STAMPED LS 5074, SEE CORNER  
 PERPETUATION INST. NO. 92010515

(S3 - N 89°59'30" E 2639.91'  
 (S2 - WEST 2640.00'  
 (S1 - EAST 2640.00'



CENTER 1/4 CORNER OF SECTION 22  
 (FRACTIONAL SECTION), FOUND 5/8 INCH  
 REBAR NO CAP, SEE RECORD OF  
 SURVEY INST. NO. 92010519, SEE  
 CORNER PERPETUATION INST. NO.  
 22500429

1954.35'

N 89°53'02" E 2639.83'

S 00°00'00" E 1506.73' (TIE)



685.48'

S 54°38'37" E 110.73'

C1

L6

L4

L5

L3

L1

C2

L2

C3

L3

L4

L5

L6

C1

L1

C3

L2

L3

L4

L5

L6

C1

L1

C2

L2

**LEASE DESCRIPTION**

A PARCEL OF LAND LOCATED IN SECTION 22, TOWNSHIP 9 SOUTH, RANGE 38 EAST, B.M., BANNOCK COUNTY, IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 22, MARKED BY 3 INCH BANNOCK COUNTY BRASS CAP MONUMENT, SEE CORNER PERPETUATION INST. NO. 92010515; THENCE NORTH 89°53'02" EAST, (BASIS OF BEARING PER CENTRAL MERIDIAN OF EAST ZONE OF IDAHO STATE PLANE COORDINATE SYSTEM), ALONG THE LATITUDINAL CENTER LINE OF SAID SECTION 22, A DISTANCE OF 685.48 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 1506.73 FEET, TO A POINT 33.50 FEET NORTH OF THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 30, BEING A POINT ON A 1673.60 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°56'23" WEST, ALSO BEING THE POINT OF BEGINNING.

THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, 33.50 FEET NORTH AND PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 30, FOR AN ARC LENGTH OF 180.48 FEET, THROUGH A CENTRAL ANGLE OF 08°10'44", (THE CHORD OF SAID CURVE BEARS NORTH 85°58'15" EAST A DISTANCE OF 180.40 FEET);

THENCE SOUTH 64°38'37" EAST A DISTANCE OF 110.73 FEET MORE OR LESS TO THE NORTHERLY WESTERLY HIGH WATER MARK OF THE PORTNEUF RIVER, BEING A POINT ON A 350.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 44°34'31" EAST; THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, MORE OR LESS ALONG NORTHERLY WESTERLY HIGH WATER MARK OF THE PORTNEUF RIVER, FOR AN ARC LENGTH OF 195.85 FEET, THROUGH A CENTRAL ANGLE OF 32°03'40", (THE CHORD OF SAID CURVE BEARS SOUTH 29°23'39" WEST A DISTANCE OF 193.30 FEET);

THENCE SOUTH 77°50'16" WEST A DISTANCE OF 17.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF A PARCEL DEPICTED ON RECORD OF SURVEY INST. NO. 21404867; THENCE NORTH 12°09'44" WEST, ALONG THE EAST BOUNDARY LINE OF SAID PARCEL, A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 85°27'34" WEST, ALONG THE NORTH BOUNDARY LINE OF SAID PARCEL, A DISTANCE OF 202.16 FEET; THENCE NORTH 67°34'36" WEST A DISTANCE OF 1.31 FEET; THENCE SOUTH 83°56'44" WEST A DISTANCE OF 53.70 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 12.65 FEET; THENCE NORTH 63°56'52" EAST A DISTANCE OF 8.72 FEET TO A POINT OF CURVATURE OF A 193.50 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 26°03'08" WEST; THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION FOR AN ARC LENGTH OF 186.76 FEET, THROUGH A CENTRAL ANGLE OF 55°17'55", (THE CHORD OF SAID CURVE BEARS NORTH 36°17'54" EAST A DISTANCE OF 179.59 FEET); THENCE NORTH 08°38'56" EAST A DISTANCE OF 5.37 FEET TO THE POINT OF BEGINNING.

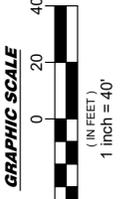
CONTAINING 1.03 ACRES MORE OR LESS.

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	S 77°50'16" W	17.75'
L2	N 12°09'44" W	80.00'
L3	S 67°34'36" E	1.31'
L4	N 00°00'00" E	12.65'
L5	N 63°56'52" E	8.72'
L6	S 08°38'56" W	5.37'

**CURVE TABLE**

NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
C1	6°10'44"	N 85°58'15" E	90.33'	1673.60'	180.48'	180.40'
C2	32°03'40"	S 29°23'39" W	100.56'	350.00'	195.85'	193.30'
C3	55°17'55"	N 36°17'54" E	101.37'	193.50'	186.76'	179.59'



**BASIS OF BEARING**  
 THE LATITUDINAL CENTERLINE OF SECTION 22 WAS ASSUMED TO BE N 89°53'02" E BETWEEN THE WEST 1/4 CORNER AND THE CENTER 1/4 CORNER PER THE CENTRAL MERIDIAN OF IDAHO STATE PLANE EAST ZONE COORDINATE SYSTEM.

RECORD OF SURVEY FOR:  
**KODY TILLOTSON**  
 LOCATED IN SECTION 22, TOWNSHIP 9 SOUTH, RANGE 38 EAST,  
 BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

WEST 1/4 CORNER OF SECTION 22,  
 FOUND 3 INCH BANNOCK COUNTY BRASS  
 CAP STAMPED LS 5074, SEE CORNER  
 PERPETUATION INST. NO. 92010515

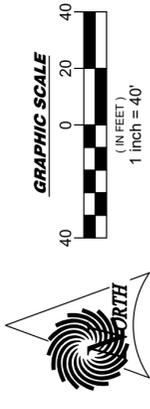
(S3 - N 89°59'30" E 2639.917)  
 (S2 - WEST 2640.007)  
 (S1 - EAST 2640.007)

N 89°53'02" E 2639.83'

685.48'

1954.35'

CENTER 1/4 CORNER OF SECTION 22  
 (FRACTIONAL SECTION), FOUND 5/8 INCH  
 REBAR NO CAP, SEE RECORD OF  
 SURVEY INST. NO. 92010519, SEE  
 CORNER PERPETUATION INST. NO.  
 22500429



**BASIS OF BEARING**  
 THE LATITUDINAL CENTERLINE OF SECTION 22 WAS ASSUMED  
 TO BE N 89°53'02" E BETWEEN THE WEST 1/4 CORNER AND THE  
 CENTER 1/4 CORNER PER THE CENTRAL MERIDIAN OF IDAHO  
 STATE PLANE EAST ZONE COORDINATE SYSTEM.

**LEGEND**

- CENTER 1/4 CORNER AS NOTED
- 1/4 CORNER AS NOTED
- FOUND RIGHT-OF-WAY MONUMENT AS NOTED
- FOUND 1/2 INCH REBAR AS NOTED
- FOUND 5/8 INCH REBAR AS NOTED
- SET 5/8 BY 24 INCH REBAR WITH PLASTIC CAP STAMPED "LS 13023"
- SURVEYED NEW LEASE LINE
- STREET CENTERLINE
- SECTION LINE
- RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 92010519
- RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 21010889
- RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 21211939
- RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 21404867
- RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 20331400



**LEASE DESCRIPTION**  
 A PARCEL OF LAND LOCATED IN SECTION 22, TOWNSHIP 9 SOUTH, RANGE 38 EAST,  
 B.M. BANNOCK COUNTY, IDAHO DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 22, MARKED BY 3 INCH  
 BANNOCK COUNTY BRASS CAP MONUMENT, SEE CORNER PERPETUATION INST. NO.  
 92010515; THENCE NORTH 89°53'02" EAST, (BASIS OF BEARING PER CENTRAL  
 MERIDIAN OF EAST ZONE OF IDAHO STATE PLANE COORDINATE SYSTEM), ALONG THE  
 LATITUDINAL CENTERLINE OF SAID SECTION 22, A DISTANCE OF 685.48 FEET; THENCE  
 SOUTH 00°00'00" EAST A DISTANCE OF 1506.73 FEET, TO A POINT 33.50 FEET NORTH OF  
 THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 30, BEING A POINT ON A 1673.60  
 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 00°56'23" WEST,  
 ALSO BEING THE POINT OF BEGINNING.  
 THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, 33.50 FEET  
 NORTH AND PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 30, FOR  
 AN ARC LENGTH OF 180.48 FEET, THROUGH A CENTRAL ANGLE OF 08°10'44", (THE  
 CHORD OF SAID CURVE BEARS NORTH 85°58'15" EAST A DISTANCE OF 180.40 FEET);  
 THENCE SOUTH 84°38'37" EAST A DISTANCE OF 110.75 FEET MORE OR LESS TO THE  
 NORTHERLY WESTERLY HIGH WATER MARK OF THE PORTNEUF RIVER, BEING A POINT  
 ON A 350.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 44°34'31" EAST;  
 THENCE FOLLOWING SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, MORE OR  
 LESS ALONG NORTHERLY WESTERLY HIGH WATER MARK OF THE PORTNEUF RIVER,  
 FOR AN ARC LENGTH OF 195.85 FEET, THROUGH A CENTRAL ANGLE OF 32°03'40", (THE  
 CHORD OF SAID CURVE BEARS SOUTH 29°23'39" WEST A DISTANCE OF 193.30 FEET);  
 THENCE SOUTH 77°50'16" WEST A DISTANCE OF 17.75 FEET TO A POINT ON THE EAST  
 BOUNDARY LINE OF A PARCEL DEPICTED ON RECORD OF SURVEY INST. NO. 21404867;  
 THENCE NORTH 42°09'44" WEST, ALONG THE EAST BOUNDARY LINE OF SAID PARCEL,  
 A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE  
 SOUTH 85°27'34" WEST, ALONG THE NORTH BOUNDARY LINE OF SAID PARCEL, A  
 DISTANCE OF 202.16 FEET; THENCE NORTH 67°34'36" WEST A DISTANCE OF 1.31 FEET;  
 THENCE SOUTH 83°56'44" WEST A DISTANCE OF 53.70 FEET; THENCE NORTH 00°00'00"  
 EAST A DISTANCE OF 12.65 FEET; THENCE NORTH 63°56'52" EAST A DISTANCE OF 8.72  
 FEET TO A POINT OF CURVATURE OF A 193.50 FOOT RADIUS CURVE WHOSE CENTER  
 BEARS NORTH 28°03'08" WEST; THENCE FOLLOWING SAID CURVE IN A COUNTER  
 CLOCKWISE DIRECTION FOR AN ARC LENGTH OF 186.76 FEET, THROUGH A CENTRAL  
 ANGLE OF 55°17'55", (THE CHORD OF SAID CURVE BEARS NORTH 36°17'54" EAST A  
 DISTANCE OF 179.59 FEET); THENCE NORTH 08°38'56" EAST A DISTANCE OF 5.37 FEET  
 TO THE POINT OF BEGINNING.  
 CONTAINING 1.03 ACRES MORE OR LESS.

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	S 77°50'16" W	17.75'
L2	N 2°09'44" W	80.90'
L3	S 67°34'36" E	1.31'
L4	N 00°00'00" E	12.65'
L5	N 63°56'52" E	8.72'
L6	S 08°38'56" W	5.37'

**CURVE TABLE**

NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
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C2	32°03'40"	S 29°23'39" W	100.56'	350.00'	195.85'	193.30'
C3	55°17'55"	N 36°17'54" E	101.37'	193.50'	186.76'	179.59'

**SURVEYOR'S CERTIFICATE**  
 I, MATTHEW S. BAKER, A DULY LICENSED LAND SURVEYOR IN THE  
 STATE OF IDAHO, HEREBY CERTIFY THAT THIS RECORD OF SURVEY  
 CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION OF  
 THE LANDS SHOWN HEREON IN CONFORMANCE WITH THE  
 REQUIREMENTS OF CHAPTER NINETEEN, TITLE FIFTY-FIVE OF THE  
 IDAHO CODE.



MATTHEW S. BAKER  
 DATE \_\_\_\_\_

**COUNTY RECORDER'S CERTIFICATE**

RECORD OF SURVEY FOR:  
**KODY TILLOTSON**  
 LOCATED IN SECTION 22, TOWNSHIP 9 SOUTH, RANGE 38 EAST,  
 BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



REVISIONS  
 SURVEYED BY: MSB, RTS  
 1. OFFICE WORK BY: MSB, MLM  
 2. DATE: November 20, 2025  
 DRAWING: P:Tililtson, Kody10253-Misc. Survey Work\SURVEY\CAD\KOA  
 Lease ROS.dwg  
 SCALE: 1 INCH = 40 FEET PROJECT NO.: 10253 SHEET 1 OF 1