#### LIMITED RECOURSE PROMISSORY NOTE

# (LEGACY CROSSING) SERIES 2009

Dated Date: September 21, 2011 Principal: \$110,785

Maturity: December 31, 2032 Interest Rate: 0%

This Limited Recourse Promissory Note (the "Note") is entered into as of the 21st day of September, 2011, between the MOSCOW URBAN RENEWAL AGENCY, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act of 1988 as amended, Chapter 29, Title 50, Idaho Code ("Borrower"), and Anderson Group, LLC, an Idaho Limited Liability Company ("Lender").

#### WITNESSETH:

For One Hundred and no/100 Dollars (\$100.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

- 1. **Definitions.** As used in this Note, the following terms shall have the indicated meanings:
  - (a) "Act" means collectively the Idaho Urban Renewal Law of 1965, as amended, Title 50, Ch. 20, Idaho Code and the Idaho Economic Development Act of 1988, as amended, Title 50, Ch. 29, Idaho Code.
  - (b) "Assessment Roll" means the assessment roll used in connection with the taxation of the Revenue Allocation Area by the taxing agencies, as such roll is equalized as provided by the laws of the State of Idaho.
  - (c) "<u>Agreement</u>" means that Owner Participation Agreement between Borrower and Lender dated October 28, 2009.
  - (d) "<u>Effective Date</u>" means the effective date of the Urban Renewal Project for revenue allocation financing provisions as authorized by Title 50, Chapter 29, Idaho Code, which is June 2, 2008.
  - (e) "Pre-Effective Date Rate" means the rate at which taxes were levied by or for the taxing agencies upon the total sum of the assessed value of the taxable property in the Revenue Allocation Area, as shown on the Base Assessment Roll prior to the Effective Date.

- (f) "Private Development" means new development initiated and completed by Lender as defined in the Agreement which generates additional assessed value and ad valorem taxes in excess of the Base Assessment Roll, and for purposes of this Note is fifty percent (50%) of tax increment funds generated specifically from the Site.
- (g) "Resolution" means Resolution No. 09-03, adopted by the Borrower on October 28, 2009, and as supplemented or restated, pursuant to which this Note was authorized.
- (h) "Revenue Allocation Area" means all taxable real and personal property within the Urban Renewal Project Area as described in the Urban Renewal Plan as adopted by the Moscow Urban Renewal Agency and approved by the Mayor and the City Council of the City of Moscow, Idaho.
- (i) "Revenue Allocation Proceeds" means that portion of taxes in excess of the taxes which would be produced by the Pre-Effective Date Rate.
- (j) "Site" means that parcel or parcels as defined in Attachment No. 2 attached hereto and incorporated herein by reference.
- (k) "<u>Taxes</u>" means all levies on an ad valorem basis upon land, real property, personal property or any other property, tangible or intangible, included within the Revenue Allocation Area.
- (l) "<u>Taxing Agencies</u>" means the City of Moscow, Moscow School District, Latah County, and any other district or public corporation levying taxes within the Revenue Allocation Area.
- (m) "<u>Urban Renewal Plan</u>" shall mean that certain document entitled "Legacy Crossing Urban Renewal District Redevelopment Plan" adopted by the City pursuant to the Act and City Ordinance and as amended from time to time.
- (n) "<u>Urban Renewal Project</u>" means the Project improvements and other costs identified in the Urban Renewal Plan, including design, engineering, consulting, insurance, audit, planning, and administration costs of the Borrower.
- 2. **Promise to Pay.** Borrower promises to pay in lawful money of the United States of America, to the order of Lender, at such place as Lender may from time to time designate, the principal sum not to exceed one hundred ten thousand seven hundred eighty five dollars (\$110,785), without interest from the date of full funding under the Note, which is deemed the completion of Agency Funded Improvements, Verification of Costs, and issuance of the Certificate(s) of Completion by the Idaho Department of Environmental Quality as defined in the executed Agreement, and continuing until December 31, 2032.

Borrower may redeem, at any time, in whole or in part, without penalty, the then principal amount outstanding.

In conjunction with its receipt of revenue allocation proceeds, the Agency agrees to make semi-annual payments of fifty percent (50%) of the tax revenue allocation proceeds from the Private Development as defined in Section 1(f), commencing from the first date the Agency receives tax increment monies from the Site after completion of the Private Development, until the principal amount of one hundred ten thousand seven hundred eighty five dollars (\$110,785), has been paid, or December 31, 2032, whichever occurs first. Agency shall have no obligation to make tax increment payments to the Participant for taxes collected and paid to Agency beyond the term described herein. There shall be no increase to the Principal Amount.

- 3. Partial Payments. The acceptance by Lender of any payment which is less than the entire amount then due hereunder shall be on account only and shall not constitute a waiver of the obligation of Borrower to pay such entire amount. The failure of Borrower to pay the entire amount then due hereunder shall be and continue to be an event of default hereunder, notwithstanding the acceptance by Lender of such amount on account, and Lender shall thereafter, until such entire amount is paid (and notwithstanding acceptance by Lender thereafter of further sums on account or otherwise), be entitled to exercise all rights and remedies provided for herein upon the occurrence of an event of default hereunder. The acceptance by Lender of any amount due hereunder after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder, or to declare that an event of default has occurred hereunder.
- 4. **Default.** Provided that Borrower has received revenue allocation proceeds sufficient to make such payments, if any payment required under this Note is not made when due and within forty-five (45) days after notice is given by Lender to Borrower that the same is due, the entire unpaid principal balance hereof, together with all accrued but unpaid interest due hereunder shall, at the option of the Lender, become due and payable without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Borrower and all endorsers, guarantors, sureties, accommodation parties, and other persons at any time liable for all or any portion of the indebtedness evidenced hereby.
- 5. Limited Recourse, Collection of Revenue Allocation. Notwithstanding anything contained in this Note to the contrary, the recourse of Lender for payment of any amounts due hereunder shall be limited solely to fifty (50%) of the revenue allocation proceeds, as defined in Section 1(i), from the Private Development upon the Site, as the same are generated from time to time for the period necessary to obtain full payment of all principal and interest payable under this Note. As of December 31, 2032 (or earlier period if redeemed), and upon Borrower's performance of its obligations to receive and disburse revenue allocation generated during such periods to Lender, Lender's obligations under this Note shall cease, and said Note shall be deemed canceled and fully satisfied. In any event, Lender shall not be entitled to receive more than the outstanding principal balance of this Note, and in the event revenue allocation generated is in excess of the

sums required to satisfy such Note balance during said payment term, then Borrower shall be entitled to any and all such surplus or excess revenue allocation. The Borrower's obligations hereunder are specifically limited to the obligations contained in Attachment No. 1 attached hereto and incorporated herein by reference.

- 6. Assignment of Revenue Allocation. Borrower hereby absolutely, unconditionally, and irrevocably transfers, assigns, and sets over to Lender for the term of this Note such amount of such revenue allocation as is required to timely pay amounts becoming due hereunder until such time as all such amounts due hereon are paid in full, or until December 31, 2032.
- 7. **Non-general Obligation.** As provided by Idaho Code Section 50-2910, the obligations of Borrower hereunder shall not constitute a general obligation or debt of the Borrower, the State of Idaho, or any of its political subdivision or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the monies deposited in the special fund or funds provided for herein and pledged hereby to the payment of principal and interest on this Note.
- **8. Miscellaneous.** Time is of the essence with respect to all obligations of the parties hereunder. The unenforceability or invalidity of any provisions hereof shall not affect the enforceability or validity of any other provisions hereof. The terms hereof shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Note is delivered in Moscow, Idaho, and shall be governed by Idaho law.
- 9. General Provisions. Lender may delay or forego enforcing any of its rights or remedies under this Note without losing them. Borrower, to the extent allowed by law, waives presentment, demand for payment, protest, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, Borrower shall not be released from liability.

IN WITNESS WHEREOF, this Note has been entered into as of the date and year first above written.

BORROWER: MOSCOW URBAN RENEWAL AGENCY

By:

John In Gard

John McCabe, M

ATTEST:

By:

Steve McGeehan, Secretary

Clayton Anderson, Managing Member

ACKNOWLEDGMENT

STATE OF IDAHO
) ss.

COUNTY OF LATAH
)

On this day of day of formulation of the person named above and acknowledged that he/she executed the foregoing LIMITED RECOURSE PROMISSORY NOTE as the duly authorized representative for Anderson Group, LLC.

OF MOS

NOTE as the duly authorized representative for Anderson Group, LLC.

OF MOS

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OF MOS

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OF MOS

NOTE as the duly authorized representative for Anderson Group, LLC.

NOTE MOS

NOTE THE STATE OF IDAHO

#### Attachment 1

# Description of Financing of Agency-Funded Improvements

# A. Obligation of the Agency to Pay Participant Revenue Allocation (Tax Increment) Proceeds

Because the Agency Funded Improvements are being financed through the Participant Advance, the Agency covenants and agrees to pay to the Participant a portion of the revenue allocation (tax increment) monies which the Agency shall actually receive from the Site following the construction of the Private Development by the Participant according to the terms and conditions described herein. The Incremental Tax Revenues are to be used to reimburse the Participant for the costs of the Agency Funded Improvements, which the Participant has agreed to construct as described within this Agreement.

# 1. Tax Increment Monies Are Sole Source of Agency Funding

Agency and Participant agree that the only source of monies available to Agency to pay the Incremental Tax Revenues to Participant herein described are the Incremental Tax Revenues to be received by Agency from the Private Development within the Project Area based upon the value of the Private Development to be constructed by Participant. Only the Incremental Tax Revenues from the Private Development Site shall be used to make the payments due under this provision of the Agreement. No payments shall be made by Agency to Participant from other Incremental Tax Revenues which Agency may receive from time to time from other portions of the Project Area or other redevelopment project areas which have been or may hereinafter be established, designated, or adopted by Agency and City at some future time.

# 2. <u>Contingencies of Payment</u>

Participant understands that Agency is entitled to receive Incremental Tax Revenues which are to be paid by Latah County. Participant understands that the Incremental Tax Revenues shall become available to Agency only if and when the Private Development to be constructed by Participant on the Site is completed and has a current year assessed value which is greater than the assessed value of the Project Area "base year" established at the time the Urban Renewal Plan was adopted. Participant further understands that Agency is not a taxing agency under Idaho law, has no power to levy a property tax on real or personal property located within the Project Area, or to set a mill levy or rate of tax levy on real or personal property within the Site. Agency is entitled to receive tax increment funds from the Site for the period established by the Act and the Urban Renewal Plan. Participant has investigated the provisions of Idaho laws governing the receipt of Incremental Tax Revenues by Agency and assumes all risk that the anticipated Incremental Tax Revenues derived from the Private Development on the Site and in conformance with the Urban Renewal Plan will be paid to Agency and, if paid, that the amount of Incremental Tax Revenues will be sufficient to repay the obligation of Agency to Participant

according to the terms and conditions contained in this Agreement. Participant further assumes the risk that no changes or amendments will be made in the provisions of the Act or other tax statutes which would affect or impair either Agency's right or ability to receive the aforesaid Incremental Tax Revenues and to pay the indebtedness created by execution of the Agreement, the length of time said monies can be received, or the percentage or the amount of the Incremental Tax Revenues paid to or anticipated to be received by Agency based upon the current statutes.

#### 3. Limitation on Making Payments

It is the intention of the parties that Participant shall only be paid from the Incremental Tax Revenues, if any, which are paid or are payable to Agency as a direct result of the Private Development constructed by the Participant on the Site. If, for any reason, the Incremental Tax Revenues anticipated to be received by Agency as a direct result of the Private Development on the Site are reduced, curtailed, or limited in any way by enactments, initiative referendum, or judicial decree, Agency shall have no obligation to pay the tax increment obligation to Participant as described in this Agreement from other sources or monies which Agency has or might hereinafter receive.

# 4. Percentage of Tax Increment Payment

Agency agrees to pay to Participant <u>fifty percent (50%)</u> of the overall Incremental Tax Revenues which Agency receives as set forth in the Act, Agency adopted policy, or Urban Renewal Plan, commencing upon receipt of Incremental Tax Revenues received by Agency from the Private Development upon Site, after the completion, acceptance, and verification of the costs of the Agency Funded Improvements, the Private Development, and issuance of the Certificate(s) of Completion from DEQ, and <u>fifty percent (50%)</u> thereafter for a period through December 31, 2032, or until the principal amount is retired, whichever occurs first. Because of the limitation on available funds, no amortization schedule shall be prepared or used by the parties. Rather, Agency's obligation is to pay the <u>fifty percent (50%)</u> of the overall Incremental Tax Revenues as required by the Act, Agency adopted policy, or the Urban Renewal Plan, received as described above, for the time period specified or until the principal amount is paid, whichever occurs first. Agency's obligation to Participant shall only be to pay above-described percentages of the amounts of Incremental Tax Revenues received by Agency, notwithstanding said amount may be reduced, curtailed, or limited in any way, and there shall be no interest or amounts added to the principal in the event the Incremental Tax Revenues are reduced, curtailed or limited in any way.

### 5. Time and Terms of Tax Increment Payments

a. For any funds to which Participant is entitled, the payments received each year by Agency from the ad valorem taxes paid by taxpayers to the County Treasurer on the Site shall be paid to Participant within thirty (30) days following receipt of said funds by Agency. Agency anticipates receipt of these funds in late January and late July of each year from the ad valorem taxes from the Site paid by property owners each year.

- b. The Act, as amended, provides that Agency will be paid tax increment funds contingent on the amount of assessed value as determined by the Latah County Assessor each year and the rate of tax levy or the percentage of assessment levied by each of the taxing agencies. Agency is not a guarantor of the assessment determination made by Latah County Assessor or guarantor of collection of taxes by the Latah County Treasurer.
- c. The Increment Tax Revenues resulting from the incremental increase in assessed value of the Site as a result of the Private Development on the Site by Participant (as determined from the assessment records of the Latah County Assessor and the payment records of the Latah County Treasurer) shall be paid to Participant if and only as they are paid to Agency by Latah County, the entity which has the legal responsibility to collect property taxes.
- d. Agency agrees to make semi-annual payments of the Incremental Tax Revenues, commencing from the first date Agency receives tax increment monies from the Site after completion of the components of the Agency Funded Improvements, verification of costs, and the associated Private Development along with Certificate(s) of Completion (Attachment No. 3 and 4 and attached hereto and incorporated herein by reference) issued by DEQ for the period as described in Section 5 of this Attachment, or until the principal amount or the amount adjusted, plus interest, has been paid; whichever occurs first. Agency shall have no obligation to make tax increment payments to Participant for taxes collected and paid to Agency beyond the term described in Section 5 of this Attachment.
- e. The payments to Participant are secured solely by a pledge of Agency of the Incremental Tax Revenues that are produced by the Private Development that are constructed on the Site by Participant, and Participant shall have no other recourse to Agency or City and no recourse whatever to any other party for payment.

### 6. Interest & Fees

Agency shall pay no interest on Participant Advance and shall not be subject to any fees or charges resulting from any activity authorized in this Agreement.

#### 7. Default

As set forth in Section 501 of the Agreement, if the Participant defaults or breaches any of its obligations contained in the Agreement, and does not timely cure such default or breach as provided in the Agreement, or if Participant fails to obtain from the Agency a Certificate of Completion because the Private Development is not timely completed or is not completed according to the approved plans, the obligation to pay Participant the tax increment payment shall be voidable at the option of Agency until such time as the default is cured. Notwithstanding the foregoing, if Participant is using its best efforts to cure any such delay or default and such delay or default is enforced beyond the Participant's control, then the obligation of Agency to pay the tax increment shall not be voidable for so long as Participant is using its best efforts to cure such default or delay.

#### Attachment 2

## Site - Legal Description

The following described premises, located in Latah County, State of Idaho, to wit:

A parcel of land located in the NE1/4 NE1/4 of Section 18, Township 39 North, Range 5 West, B.M., and being more particularly described as follows:

Commencing at the Northeast corner of said Sec. 18; thence S 87°45'28" W, 363.92 feet along the north line of said Sec. 18; thence departing said north line, S 0°45' 10" W, 193.58 feet, along the westerly right of way of Jackson Street to the TRUE POINT OF BEGINNING;

Thence continuing along said right of way, S 0°45' 10" W, 354.42 feet; Thence departing said right of way, N 36°36'32" W, 193.76 feet; Thence N 44°47'56" W, 120.35 feet; Thence N 49°30'56" E, 37.72 feet; Thence N 7°46'11" W, 51.71 feet; Thence N 1°42'20" W, 32.25 feet; Thence N 88°17'28" E, 184.35 feet, to the TRUE POINT OF BEGINNING.

#### Attachment 3

# Certificate of Completion

Recording Requested By and When Recorded Return to:

ATTHEREQUEST OF.

ATTHEREQUEST OF.

AND DATE & HOUR.

SUBMITTERICISEN

LATAH COUNTY RECCHOER

FEES 19.10 BY DOMRAGOIERS UP DUPKTY

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

#### CERTIFICATION OF COMPLETION

This instrument is a Certificate of Completion issued to Anderson Group, LLC for successful completion of a voluntary remediation work plan approved under the Idaho Land Remediation Act. Idaho Code § 39-7201, et seq. This Certificate of Completion concerns real property at 625 South Jackson Street, Moscow, Latah County, State of Idaho, legally described in Attachment A. The Department of Environmental Quality certifies that the work plan has been successfully implemented or satisfied by issuing this certificate of completion.

The person who receives a certificate of completion under this section shall record a copy of the certificate of completion with the deed for the site on which the remediation took place as provided in Idaho Code § 39-7207(2). Within ten (10) days of the recording of this instrument the person shall provide to the Department a copy of this recorded Certification of Completion. The effective date of this instrument shall be the date the fully executed Certificate of Completion is recorded at the county recorder's office.

Signature and Acknowledgments

Idaho Department of Environmental Quality

Signature.

Printed Name

Tonf Hadesty
Director. Idaho Department of Environmental Quality

State of Idaho

State of Idaho

On this Ale day of Lanced, in the year 2011, before me, a Notary Public in and for said County and State personally appeared Toni Handesty, known or identified to me to be the Director of the Idaho Department of Environmental Quality executed the same

IN WITNESS WHEREOF. I have hereinto set my hand and affixed my official seal the day and year in this certificate first above written.

Reveny Public for Idaho Department of Environmental Quality executed the same

Reveny Public for Idaho Department of Environmental Quality executed the same.

Reveny Public for Idaho Department of Environmental Quality executed the same.

Reveny Public for Idaho Department of Environmental Quality executed the same.

Reveny Public for Idaho Department of Environmental Quality executed the same.

Reveny Public for Idaho Department of Environmental Quality executed the same.

Attachment 4

Qualified Remediation Costs

Date	Transaction	Vender	•	Annihma Annihma		Approved	Approved Approved	
		College	1005	Applicant Claim	ned necision		Costs	Documentation?
7/26/2008	Signage and Grommets	After Image Visual Services	212,00	XX-pre remediation	Comection to remediation unclear	z		Invoice
8/4/2010	Waste Disposal	Specially Environmental Services	1.142.80	Inferior cleaning disposal (grain and debris)	Wortplen Sect. 5.1	<b>&gt;</b>	\$1,142 80	myoice
10/1/2009	Waste Disposal	Roach Construction	12,528 00	PAH soil disposal	Workplan Sect. 5.1	>	\$12,528.00	Pand Invoice
12/8/2009	Waste Disposal and Excavation	Roach Construction	1,747 00	PAH soil disposal	Worldlan Sect. 5.1	>	\$1 747 00	motor
10/20/2009	Rock Fil	Mottey and Motey	3 821 51	PAH soil disposal	Workplan Sect. 5.1	>	\$3 821 51	molce
9/28/2009	Rock Fill	Motiey and Motiey	2,323.00	PAH soil disposal	Workplan Sect. 5.1	>	\$2,323 00	Invoice
8/28/2009	Structural for Access	Structural Forte, Inc.	938 50	Cuttin access and installing a door to the steel site for interior cleaning	Workplan Section 53	>	5938 50	TWOKE
1722008	Remediation and Adaptive Reusa Study	Dezign West	17,200.00	Evaluate the feasability of remediation and re-use of the site	No indication that study services were directly related to remediation activities and pror to Worksten americal	z		Paid Invoice
8/22/2008	8/22/2008 Remediation and Pumping of Water	Wasankan Construction	2,650.00	Dewatering for interior access of the basement	Workplan Sect. 5.3.1	>	\$2,650.00	BOIONUI
6/15/2009	Insurance?	2	146 00	XXX	No vendor indicated	z		nvoice
8023/52/8	Site Fencing	Carpenter Fence Corp.	828 00	Rental of Fencing and Installation for securing Site	Workplan Sect. 6.1.6	>	\$628 00	Invoice
10/31/2007	Electrical Service Hookup for Remediation	Gropp	970 00	Necessary change in the power to provide for remediation equipment	Workplan Sections 5 1- 5,3	<b>&gt;</b>	\$970.00	Paid Inverce
ž	Sampling and Oversight Activities	Terregraphics, Inc.	13,663,07	Conformational samplang, reporting, oversight, etc.	Contract approved amounts is only 22,995. Workplan Sections 5.1-	۶	\$53,665.07	Invoices and Contract Agreement
8/25/2010	Remediation Labor and Materials	Northwest Technologies	200.272.72	Site prep, dewatering, interior clearing, exterior paint stabilization, soil excavation, removals	Workplan Sections 5.1- 5.3	>	\$200,272,72	Invoice and Contract Agreement
		Total Submitted Remediation Costs 278,130,89	278 130,69					

\$260,784.69 - \$150,000 = \$110,784.69 (MURA Participation)

Community Reinvestment Pitot Initiative Rebate Application Invoice Payment Summary Jackson Street Silos Wortpan Approved 7/8/2008



1410 North Hilton • Boise, Idaho 83706 • (208) 373-0502

C.L. "Butch" Otter, Governor Toni Hardesty, Director

March 2, 2011

Clayton Anderson c/o Anderson Group LLC P. O. Box 96 Moscow, Idaho 83311

Re: Community Reinvestment Pilot Initiative Reimbursement, Former Jackson Street Silos -

Moscow, Idaho

Dear Mr. Anderson:

The Voluntary Remediation Workplan Completion Report ("Completion Report") you submitted to the Department of Environmental Quality (DEQ) was accepted on January 28, 2011 and a Certificate of Completion was provided. The Certificate of Completion indicates successful implementation of the approved Voluntary Remediation Workplan ("Workplan") for the Jackson Street Silos property.

Being an accepted participant in the Community Reinvestment Pilot Initiative you are eligible for a community investment rebate for qualifying remediation expenses. As provided in Idaho Code Section 39-7211, the rebate is based on seventy percent (70%) of a project's qualifying remediation costs certified by DEQ, subject to a one hundred fifty thousand dollar (\$150,000) maximum per project. It should be noted that only expenses that were incurred as part of remediation activities included in the approved Workplan are eligible for the rebate.

Included in your application for the rebate were documentation of those expenses related to remediation activities involved in the Workplan implementation and a request for a rebate. The notarized certifications specified in Idaho Code Section 39-7211(5) have also been provided to DEQ. DEQ has reviewed the rebate submittal and finds this submittal to be complete. The expenses submitted in your application totaled \$278,130.69. DEQ finds that the costs for reimbursement to be reasonable as required in Idaho Code Section 39-7211(5) and that \$260,784.69 is qualifying remediation costs. A summary of this review is attached to this letter. Based on those qualified costs, the amount of community reinvestment rebate to which you are entitled is the maximum of \$150,000.00.

In order to provide you with your community reinvestment rebate in the most expeditious manner it will be necessary for you to invoice DEQ for \$150,000.00. The invoice should clearly state that it is an invoice, what the invoice is for and that it is for the specified dollar amount. The invoice should have this letter and accompanying summary attached. Please submit this invoice to me. You can do so via email if you desire. You have already submitted a W-9 form which establishes you as a vendor with the State of Idaho.

Letter to C. Anderson March 2, 2011 Page 2

Thank you for your participation in the Brownfields and Voluntary Cleanup Programs and the Community Reinvestment Pilot Initiative and for proactively cleaning up the former Jackson Street Silos property. It has been a pleasure working in partnership with you.

If you have any questions or comments please feel free to contact me at (208) 373-0246.

Sincerely,

Bruce Wicherski

Bruce Wicherski Voluntary Cleanup Program Manager Waste Management and Remediation Division

BW:tg yeckson at siles puter return better don

cc:

Bruce Wicherski, DEQ
Aaron Scheff, DEQ
Steve Gill, Coeur D'Alene Regional Office DEQ
Jon Munkers, TerraGraphics, Inc.
Susan Hamlin, DEQ AG's Office
Brenda Malone, Fiscal DEQ
Keith Donahue, DEQ

# ANDERSON GROUP, LLC

Jackson Street Silo Project

1008 Matson Road Viola, Idaho 83872 Phone (208) 859-3559

TO:

Bruce Wicherski Voluntary Cleanup Program Manager Department of Environmental Quality 1410 North Hilton Boise, Idaho 83706 (208)373-0502

# INVOICE

INVOICE #2011J004 DATE: MARCH 2, 2011

#### FOR:

Community Reinvestment Pilot Initiative Reimbursement Former Jackson Street Silos, Moscow, Idaho

DESCRIPTION	AMOUNT
Reimbursement for Community Reinvestment Pilot Initiative for the Former Jackson Silos Moscow, Idaho ( DEQ Memo dated March 2, 2011 - ATTACHED)	\$150.000.00
TOTAL	\$150,000.00

Make all checks payable to Anderson Group, LLC

If you have any Auestions concerning this invoice, contact: Clayton B. Anderson, Managing Member (208)859-3559

CLAYTON B. ANDERSON Managing Member