

**MEMORANDUM OF AGREEMENT
BETWEEN MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO AND
DEVELOPERS OF THE PALOUSE L.L.C. REGARDING
CONTAMINATED SOIL LAND APPLICATION**

THIS MEMORANDUM OF AGREEMENT BETWEEN MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO AND DEVELOPERS OF THE PALOUSE L.L.C., REGARDING CONTAMINATED SOIL LAND APPLICATION (hereinafter "MOA") is entered into the 25th day of September, 2015 by and between Moscow Urban Renewal Agency, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "MURA"), and DEVELOPERS OF THE PALOUSE LLC, 140 E. Palouse River Drive, Moscow, Idaho, 83843 (hereinafter "OWNER").

WHEREAS, MURA is the owner of property located at the southwest corner of 6th and Jackson Street (hereinafter "MURA PROPERTY"); and

WHEREAS, the MURA PROPERTY contains soils contaminated with ammonia and nitrates (hereinafter "MURA SOILS") which MURA desires to remediate; and

WHEREAS, the MURA has entered into the Idaho Department of Environmental Quality Voluntary Cleanup Program to facilitate the property remediation; and

WHEREAS, land application and agricultural cultivation is an approved remediation method for soils contaminated with ammonia and nitrates; and

WHEREAS, OWNER owns property located on Sand Road south of Moscow (hereinafter "REMEDIATION SITE") which is being permitted and developed to accommodate the treatment of petroleum contaminated soils; and

WHEREAS, OWNER has agreed to accept, spread, till, and cultivate MURA SOILS upon the REMEDIATION SITE in accordance with industry best practices; and

WHEREAS, MURA is required to periodically monitor and test the MURA SOILS after placement and cultivation to confirm completion of remediation effort.

NOW, THEREFORE, AGENCY and OWNER hereby agree as follows:

SECTION 1: MOA Parties. Moscow Urban Renewal Agency ("AGENCY") 206 East Third Street, Moscow, Idaho, 83843. DEVELOPERS OF THE PALOUSE L.L.C., a limited liability corporation, 140 E. Palouse River Drive, Moscow, Idaho 83843.

SECTION 2: General Project Description. The Project shall include the acceptance, spreading, tilling and cultivating of up to two thousand four hundred (2,400) cubic yards of MURA SOILS upon the REMEDIATION SITE to begin approximately September 18, 2015. The MURA SOILS will be blended with native site soils and placed into agricultural production to remediate

the MURA SOILS. It is anticipated that up to two (2) years or agricultural cultivation may be required to complete the remediation process.

SECTION 3: OWNER Obligations. OWNER shall secure any and all necessary permits or other government and/or agency approvals for the operation of the REMEDIATION SITE and shall continuously manage and operate the REMEDIATION SITE in accordance with all applicable local, state and federal requirements. OWNER shall provide access and a suitable haul route and dumping location for MURA's selected contractor. OWNER shall spread the MURA SOILS out on the REMEDIATION SITE to an approximate depth of four to six inches (4"-6") to allow for tilling and mixing with native REMEDIATION SITE soils. OWNER shall prepare and place the REMEDIATION SITE into normal agricultural production to facilitate the uptake of nutrients from the MURA SOILS. OWNER shall provide MURA and/or MURA's contractor(s) access to the REMEDIATION SITE for the purposes of retrieving soils samples from the REMEDIATION SITE to document soil remediation compliance reporting. MURA shall provide OWNER with 48 hour notice when access is requested and such access shall not be unreasonably delayed or denied. OWNER shall retain all responsibility and liability of OWNER's petroleum remediation occurring adjacent to the REMEDIATION SITE.

SECTION 4: MURA Obligations. MURA and MURA's selected contractor shall utilize the designated haul route and disposal location to deliver the MURA SOILS to the REMEDIATION SITE. MURA shall pay OWNER twelve dollars (\$12) per cubic yard, as determined by MURA's Engineer field measurements of the actual excavation source locations after completion of excavation activities, to reimburse owner for costs associated with the operation of the REMEDIATION SITE. MURA shall be responsible for all required soil sampling and testing related to the soil remediation as may be required the Idaho Department of Environmental Quality or Environmental Protection Agency to measure compliance and completion of the remediation activity. MURA shall provide OWNER with a copy of final approval of completion of the environmental remediation for OWNER's records. MURA shall have no responsibility or liability associated with OWNER's petroleum remediation occurring adjacent to the REMEDIATION SITE.

SECTION 5: Term of MOA. Term of this MOA shall be from the date of the last signature hereto until the MURA SOILS reach compliance and remediation activity is completed as evidenced by a certificate of completion issued by the Idaho Department of Environmental Quality.

SECTION 6: General Provisions

A. Compliance with Applicable State or Federal Laws

This MOA is performed in Moscow, Latah County, Idaho, and is subject to all applicable Federal and State laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

B. Time is of the Essence

The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

C. Notice and Communications, PROJECT Representatives

MURA and OWNER hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this MOA. The following designated representatives are authorized to receive notices, transmit information and make decisions regarding the Project on behalf of their respective PARTIES, except as expressly limited herein. These representatives are not authorized to alter or modify the terms and conditions of this MOA, except as provided in this MOA.

For MURA:

Name: Bill Belknap
Address: 221 E. Second Street
Moscow, ID 83843
E-mail Address: bbelknap@ci.moscow.id.us

Work Telephone: 208-883-7011
Fax Telephone: 208-883-7033

For OWNER:

Name: Larry Germer
Address: 140 E. Palouse River Drive
Moscow, ID 83843
E-mail Address:

Work Telephone: 208-
Fax Telephone: 208-

In the event any changes are made to the authorized representatives or other information listed above, MURA and OWNER agree to furnish each other timely, written notice of such changes.

D. Successors and Assigns

The work on the Project to be provided under this MOA, and any claim arising hereunder, is not assignable or delegable by either PARTY in whole or in part, without the express prior written consent of the other PARTY.

E. Severability

The illegality, invalidity or unenforceability of any term, condition, or provision of the MOA shall in no way impair or invalidate any other term, condition, or provision of the MOA. All such other terms, conditions, and provisions shall remain in full force and effect.

F. Jurisdiction and Venue

It is agreed that this MOA shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

G. Remedies and Disputes.

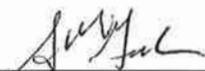
Any and all claims, disputes or controversies arising under, out of, or in connection with this MOA, which the PARTIES hereto shall be unable to resolve within sixty (60) days, shall be mediated in good faith by the PARTIES.

Nothing in this MOA shall be construed to limit the PARTIES' choice of a mutually acceptable dispute resolution method in addition to the dispute resolution procedure outlined above, or to limit the PARTIES' rights to any remedy at law or in equity for breach of the terms of this MOA and the right to receive reasonable attorney's fees and costs incurred in enforcing the terms of this MOA.

IN WITNESS WHEREOF, the PARTIES have executed this MOA to be effective the date first above written.

MURA:

Moscow Urban Renewal Agency


_____, Chair

OWNER

Developers of the Palouse, L.L.C.



Larry Germer, Managing Member
Date: _____

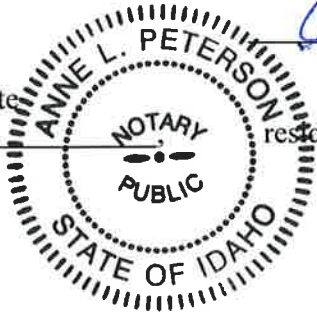
ACKNOWLEDGMENTS

State of Idaho)
) ss.
County of Latah)

On this day personally appeared before me Larry Germer, in his official capacity as Managing Member of Developers of the Palouse L.L.C., known to me to be the person described in the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of September, 2015.
Anne Peterson

Notary Public in and for the State of Idaho residing at Moscow



ACKNOWLEDGMENTS

State of Idaho)
) ss.
County of Latah)

On this day personally appeared before me Steve McGeehan, in his official capacity as Chair of the Moscow Urban Renewal Agency, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same on behalf of the Moscow Urban Renewal Agency as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of October, 2015.
Anne Peterson

Notary Public in and for the State of Idaho residing at Moscow

