



Agenda: Thursday, February 4, 2016, 7:00 a.m.

City of Moscow Council Chambers • 206 E 3<sup>rd</sup> Street • Moscow, ID 83843

1. **Consent Agenda** - Any item will be removed from the consent agenda at the request of any member of the Board and that item will be considered separately later.

A. Minutes from January 21<sup>st</sup>, 2016

**ACTION:** Approve the consent agenda or take such other action deemed appropriate.

2. **Public Comment for items *not on agenda*:** Three minute limit
3. **Announcements**
4. **Redevelopment Association of Idaho Report – Gary Riedner**

5. **Appointment of Interim Treasurer – Bill Belknap**

As the Agency is aware, Agency Treasurer Don Palmer recently resigned his position of Finance Director with the City of Moscow and therefore is no longer available to serve the role of Treasurer for the Agency. Per the Agency Bylaws, the position of Treasurer may be filled by Commissioners or by staff appointments made by the Commission. The City is proposing to have City Supervisor Gary Reidner serve as Interim Treasurer until such time as a permanent replacement has been secured. This matter is before the Agency for official appointment by the Board.

**ACTION:** Confirm the appointment of Gary Riedner as Interim Treasurer; or take other action as deemed appropriate.

6. **6<sup>th</sup> and Jackson Property Anderson Property Easement Release Agreement – Bill Belknap**

The 6<sup>th</sup> and Jackson, Anderson, and University Pointe (Cobb) property were previously under the common ownership of the Latah County Grain Growers. In 2004 the Latah County Grain Growers recorded access easements across the three properties to the benefit of the three parcels. Staff has prepared a release agreement wherein all three parties agree to release and relinquish any rights in these access easements. In consideration of the Anderson's release of their interest in the existing easement upon the Agency's property, the Andersons have asked that the Agency agree to fund engineering design for street frontage public improvements on Jackson that would provide for the continuation of the planned improvements upon the Agency's 6<sup>th</sup> and Jackson Property.

**ACTION:** Receive report and provide direction as deemed appropriate.

**7. MURA Subcommittee Organization Discussion - Bill Belknap**

The Agency Bylaws include the establishment of three standing subcommittees including the Finance, Market and Government Relations. While the Bylaws name the subcommittees, they do not provide any guidance to their roles, responsibilities and duties. With the exception of the Finance Committee, it does not appear that these committees have met in the last 3 years. Staff would like to discuss the existing subcommittee structure and possible realignments.

**ACTION:** Receive report and provide direction as deemed appropriate.

**8. General Agency Updates – Bill Belknap**

- Legacy Crossing District
- Alturas District
- Strategic Plan

**NOTICE:** Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.



City of Moscow Council Chambers • 206 E 3<sup>rd</sup> Street • Moscow, ID 83843

McGeehan called the meeting to order at 7:02 a.m.

Attendance:

Commission Members	Staff Present	Others
Steve McGeehan, Chair	Bill Belknap, MURA Executive Director	Victoria Seever
Steve Drown	Gary Riedner, City Supervisor	Terri Harber
Dave McGraw	Anne Peterson, Deputy City Clerk	Clayton Anderson
Ron Smith		Brenda VonWondruska
Brandy Sullivan		
John Weber		

Absent: Art Bettge

1. **Consent Agenda** - Any item will be removed from the consent agenda at the request of any member of the Board and that item will be considered separately later.

- A. Minutes from January 7<sup>th</sup>, 2016
- B. December 2015 Payables
- C. December 2015 Financials

**ACTION:** Approve the consent agenda or take such other action deemed appropriate.

Smith moved approval of the Consent Agenda, seconded by Sullivan. Motion passed unanimously.

2. **Public Comment for items *not on agenda*:** None.

3. **Announcements**

Riedner announced that Don Palmer has resigned from the City so Riedner will step in as interim Treasurer.

4. **Redevelopment Association of Idaho Report – Gary Riedner**

The Chamber Alliance meeting, Urban Land Institute workshop and Interim Committee meeting will all take place next week in Boise. The Interim Committee will continue discussions regarding election vs. appointment of Agency commissioners, increment tax basis, and use of redevelopment funds for public

buildings. Reidner will participate in today's RAI meeting and if there are any substantive new items he will email them to the board.

#### 5. **Sangria Downtown LLC Project Schedule Update – Bill Belknap**

On February 26, 2015, the Board selected Sangria Downtown LLC as the successful respondent to a request for proposals for development of the MURA's 6th and Jackson property. Representatives of Sangria Downtown LLC provided the agency with a report at the agencies January 7, 2016 meeting at which time representatives indicated the project design was being revised to add additional residential units and they were seeking New Market Tax Credit funding for the project. On January 8th, Staff met with Sangria representatives and the project architect to assess the schedule moving forward and to establish milestones to monitor project progress. Staff has prepared a proposed project schedule of performance for the Board's review and consideration.

**ACTION:** Review the proposed schedule of performance and provide direction as deemed appropriate.

Belknap presented the revised Schedule of Performance as provided in the packet. Weber asked about the timeline of when the EPA identified what contamination needed to be remediated (which Belknap reviewed) and whether the University Pointe property should have gone through the same remediation. Belknap said that parcel did not have an agricultural chemical storage tank upon it like the Agency property did, so it did not have the same contamination. McGeehan asked about the timeline on a funding decision for the tax credit program. Belknap said that could be made fairly quickly after the Sangria Group obtains the conventional financing. Sullivan asked if the Agency would have guidelines for project design approval. Belknap said it would be based on conformance with the proposal submitted and approved by the Agency, as well as existing City and Legacy Crossing design standards, with guidance from staff. Weber moved to accept the proposed performance amendment as presented, seconded by Smith. McGraw asked for a reminder of how long ago the project was originally approved and Belknap answered March, 2015. The motion passed unanimously.

#### 6. **MURA Strategic Plan Discussion – Bill Belknap**

At the Agency's July 22, 2015 meeting the Board reviewed the past strategic planning efforts conducted by the Board in 2008 and 2009. These past strategic planning efforts concluded with a draft outline of goals and priorities with the departure of the then Executive Director Travis Cary in 2009. Staff will propose a project process and final plan framework.

**ACTION:** Receive report and provide direction as deemed appropriate

Belknap explained his desire for the Agency to establish a roadmap for future investment rather than being entirely reactionary. This would also provide better opportunity to communicate to the community and potential partners what the Agency does. Belknap presented an example agency document from Boise's Capital City Development Corporation (CCDC) that he thought could be a good model, although MURA's would be on a much smaller scale. Several key points that he liked included descriptions of who they are, their investment projects, and identification of partner agencies. Ultimately, agency activity helps those agency partners achieve the community's vision. Regular discussion among partner agencies drives CCDC's five-year project plans for each district, which in turn forms their annual budget and one-year project lists. They also describe where the increment is invested in each project and why those investments are made, which is useful for community education.

Belknap asked Board Members for their thoughts on using the CCDC example as a potential strategic planning model. McGeehan acknowledged this type of roadmap would provide excellent guidance while also allowing for flexibility to respond to unanticipated opportunities. Drown said it does a good job of quantifying and documenting activities, which is always good to have for the public. McGraw said it was a great idea and also serves as a good reminder of the Agency's role. He said the 6<sup>th</sup> and Jackson project is a perfect example of what a URA should do, in contrast with Alturas where the Agency essentially became the developer. Belknap agreed that establishing such a roadmap will help the Agency determine its role in projects and which projects they wish to participate in. Ultimately the Agency exists to incentivize and facilitate private investment. McGeehan said having a thoughtful plan in place will help when private investors come forward. Belknap suggested some obvious partners (City of Moscow, University of Idaho, Latah County, Chamber of Commerce, Idaho Transportation Department) and added there are a number of existing planning documents to guide Agency decision making regarding community needs and how the partner agencies fit. Drown suggested reviewing identified partner agencies' strategic plans as well. Belknap suggested spending 2016 formulating the outline. The Board directed Belknap to continue on this project with periodic updates.

**7. General District Updates – Bill Belknap**

- Legacy Crossing District
  - 6<sup>th</sup> & Jackson: Pump and treat work will begin next week with completion expected in three months. Treatment depth is about 14-15 feet.
  - The Fields project Owner Participation Agreement has been reviewed by legal counsel and sent back to the developer and will be coming forward to the Agency in the near future.
- Alturas District
  - Belknap plans to issue a 90-day extension on the listing agreement with Palouse Commercial, which expires tomorrow. The next meeting agenda will include discussion on how the Agency wishes to proceed beyond the 90 days. McGraw asked about CC&Rs. Belknap said the Alturas Association had responded to zoning amendment updates but nothing on CC&Rs.

McGeehan declared the meeting adjourned at 7:47am.

\_\_\_\_\_  
Steve McGeehan, Agency Chair

\_\_\_\_\_  
Date



# Memo

**To:** MURA Commissioners  
**From:** Bill Belknap, Executive Director  
**Date:** January 28<sup>th</sup>, 2016  
**Re:** Sixth and Jackson Access Easement Release

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The 6<sup>th</sup> and Jackson, Anderson, and University Pointe (Cobb) property were previously under the common ownership of the Latah County Grain Growers. In 2004 the Latah County Grain Growers recorded access easements across the three properties to the benefit of the three parcels (see attached). One of the two easements is located upon the Agency's property and is to the benefit of the Anderson Property, while the second easement is located upon the Anderson's property and is to the benefit of the Agency and Cobb properties.

The easement stipulated that the easements were to be permanent and perpetual, however in the event that the Anderson property is no longer utilized for agricultural purposes the subject easements shall terminate. Staff prepared a joint release document which released the Anderson's interest in the Agency's property and the Agency's interest in the Anderson's property and made several requests for the Andersons to sign the release document, which have been refused. If the Andersons continue to refuse the sign the release agreement, the Agency will be forced to file a quiet title action to have the court declare the easement terminated and clear title to the Agency's property.

On January 21<sup>st</sup>, Staff was approached by the Andersons with a request that the Agency fund engineering design for street frontage public improvements on Jackson that would provide for the continuation of the planned improvements upon the Agency's 6<sup>th</sup> and Jackson Property. The Andersons secured a proposal from Hodge & Associates to prepare the subject engineering design in the amount of \$4,870.

Staff proposed the possibility of the Agency's participation in the engineering cost if the Andersons would agree to sign the release agreement, thus saving the Agency the time and expense of the quiet title action. The Andersons further requested that Staff revise the release document to include the Cobb property's release of their interest in the easement upon the Anderson's property.

While Staff believes that cessation of any agricultural use of the Anderson property for the last 10 years has resulted in the termination of the easement in accordance with the termination provisions of the recorded document, obtaining the release would provide the Agency and future property owners assurance of the removal of this encumbrance. In addition, while it is anticipated that the Agency would be successful in the quiet title action, such action would likely take several months and the Agency would incur associated legal expenses. As a result, Staff feels that the requested engineering design financial assistance may be a more productive use of the Agency's financial resources and will support the future construction of desired public improvements.

Therefore, it is Staff's recommendation that the Agency agree to release the Agency's interest in easement upon the Anderson property and to fund the Anderson frontage engineering design in the amount of \$4,870. In exchange, the Andersons shall release any and all interest in the easement upon the Agency's property. If the Andersons are successful in obtaining Cobb's consent, this can be accomplished via a three-party release that Staff can prepare as the Andersons have requested. However, in the case that Cobb does not agree to sign, the Andersons shall execute the two-party release agreement previously presented to them.

If the Board concurs with the proposal, Staff will prepare a resolution and agreement documenting both party's responsibilities and obligations.

**GRANT OF EASEMENTS**

LATAH COUNTY GRAIN GROWERS, INC., an Idaho Corporation, Grantor, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, grants, bargains, and conveys unto LATAH COUNTY GRAIN GROWERS, INC., an Idaho Corporation, Grantee, of PO Box 9086, Moscow, Idaho, 83843, the following easements:

Easement No. 1

Grantor hereby grants Grantee a permanent and perpetual easement for ingress and egress across the following-described parcel of real property located in the County of Latah, State of Idaho, to-wit:

A parcel of land located in NE1/4NE1/4 of Section 18, T39N, R5W, BM and being more particularly described as follows:

Beginning at the northeast corner of Section 18, T39N, R5W BM; thence S 87°45'28" W, 355.69 feet along the north line of said Section 18; thence S 0°40'41" W, 193.65 feet to a point on the west right-of-way line of Jackson Street and the TRUE POINT OF BEGINNING;

Thence S 0°40'41" W, 20.00 feet;  
Thence S 88°17'28" W, 192.00 feet;  
Thence N 1°42'20" W, 20.00 feet;  
Thence N 88°17'28" E, 192.83 feet; to the TRUE POINT OF BEGINNING.

See Parcel F on the attached map.

The easement hereby granted is permanent and perpetual, and attaches to and runs with the following-described two parcels situate in Latah County, Idaho, to-wit:

Parcel 1

A parcel of land located in NE1/4NE1/4 of Section 18, T39N, R5W, BM and being more particularly described as follows:



Beginning at the northeast corner of Section 18, T39N, R5W BM; thence S 87°45'28" W, 613.65 feet along the north line of said Section 18; thence S 1°42'23" E, 37.83 feet to a point on the south right-of-way line of Sixth Street and the TRUE POINT OF BEGINNING;

Thence S 1°42'23" E, 111.29 feet;  
 Thence S 40°29'13" E, 53.83 feet;  
 Thence N 88°17'28" E, 23.35 feet;  
 Thence S 1°42'20" E, 32.25 feet;  
 Thence S 7°46'11" E, 51.71 feet;  
 Thence S 49°30'56" W, 37.72 feet;  
 Thence N 44°47'56" W, 195.33 feet;  
 Thence S 88°17'27" W, 88.48 feet;  
 Thence S 53°11'05" W, 157.46 feet;  
 Thence N 36°36'32" W, 62.50 feet;  
 Thence N 46°19'13" E, 76.99 feet;  
 Thence N 42°48'04" W, 33.33 feet;  
 Thence N 1°42'23" W, 80.60 feet;  
 Thence N 88°17'28" E, 318.05 feet; to the TRUE POINT OF BEGINNING.

See Parcel C on the attached map.

#### Parcel 2

A parcel of land located in NE1/4NE1/4 of Section 18, T39N, R5W, BM and being more particularly described as follows:

Beginning at the northeast corner of Section 18, T39N, R5W BM; thence S 87°45'28" W, 355.69 feet along the north line of said Section 18; thence S 0°40'41" W, 40.26 feet to a point on the west right-of-way line of Jackson Street and the TRUE POINT OF BEGINNING;

Thence S 0°40'41" W, 153.39 feet;  
 Thence S 88°17'28" W, 216.18 feet;  
 Thence N 40°29'13" W, 53.83 feet;  
 Thence N 1°42'23" W, 111.29 feet;  
 Thence N 88°17'28" E, 256.27 feet; to the TRUE POINT OF BEGINNING.

See Parcel D on the attached map.

#### Easement No. 2

Grantor hereby grants Grantee a permanent and perpetual easement for ingress and egress across the following-described parcel of real property located in the County of Latah, State of Idaho,

to-wit:

A parcel of land located in NE1/4NE1/4 of Section 18, T39N, R5W, BM and being more particularly described as follows:

Beginning at the northeast corner of Section 18, T39N, R5W BM; thence S 87°45'28" W, 355.69 feet along the north line of said Section 18; thence S 0°40'41" W, 137.65 feet to a point on the west right-of-way line of Jackson Street and the TRUE POINT OF BEGINNING;

Thence S 0°40'41" W, 56.00 feet;  
 Thence S 88°17'28" W, 130.00 feet;  
 Thence N 0°40'41" E, 56.00 feet;  
 Thence N 88°17'28" E, 130.00 feet; to the TRUE POINT OF BEGINNING.

See Parcel E on the attached map.

The easement hereby granted is permanent and perpetual, and attaches to and runs with the following-described property situate in Latah County, Idaho, to-wit:

A parcel of land located in NE1/4NE1/4 of Section 18, T39N, R5W, and being more particularly described as follows:

Beginning at the northeast corner of Section 18, T39N, R5W BM; thence S 87°45'28" W, 355.69 feet along the north line of said Section 18; thence S 0°40'41" W, 193.65 feet to a point on the west right-of-way line of Jackson Street and the TRUE POINT OF BEGINNING;

Thence S 0°40'41" W, 366.51 feet;  
 Thence N 36°36'06" W, 208.34 feet;  
 Thence N 44°47'54" W, 120.52 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°17'30" E, 192.83 feet; to the TRUE POINT OF BEGINNING.

See Parcel G on the attached map.

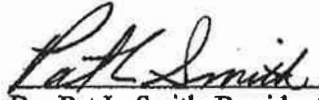
The easements granted herein are permanent and perpetual; however, in the event that the directly above described parcel in Easement 2 (Parcel G in the attached map) is no longer utilized for

agricultural purposes, both easements granted herein shall terminate.

To have and to hold the said easement unto the said Grantee, its heirs and assigns forever.

DATED this 18 day of May, 2004.

LATAH COUNTY GRAIN GROWERS, INC.  
An Idaho Corporation

  
By: Pat L. Smith, President

Attest:

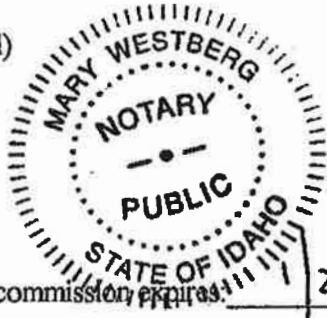
  
Jeff Guske, Secretary

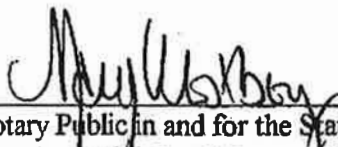
STATE OF IDAHO    )  
                                  ) ss.  
County of Latah    )

On this 18<sup>TH</sup> day of May, 2004, before me a Notary Public in and for the State of Idaho, personally appeared PAT L. SMITH, known or identified to me to be the president of Latah County Grain Growers, Inc., and JEFF GUSKE, the secretary of Latah County Grain Growers, Inc., that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

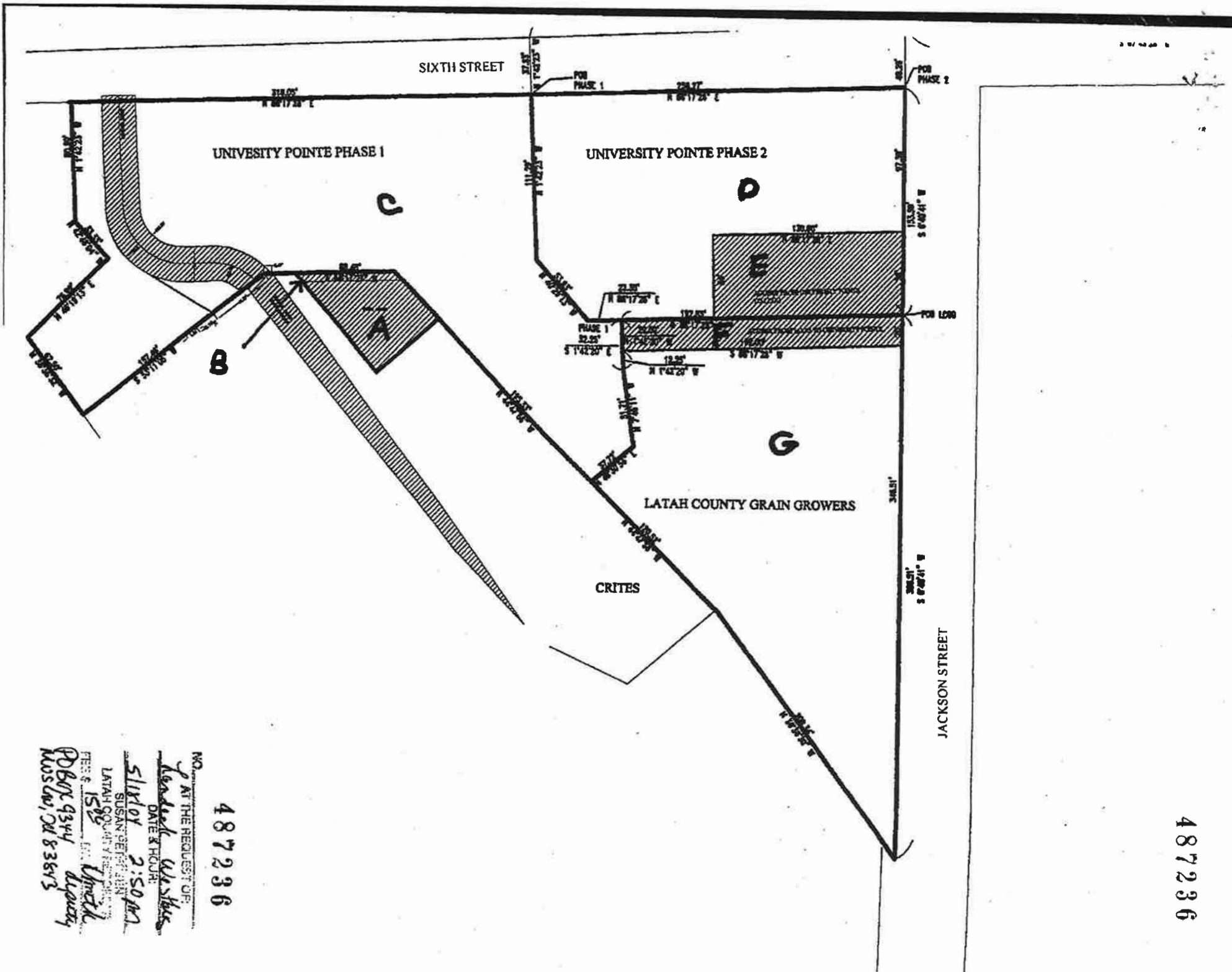
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

(seal)



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

My commission expires 1/22/2005



NO. AT THE REQUEST OF:  
*Handbook*  
 DATE & HOUR:  
*2:50 PM*  
 SUSAN GETTLEIN  
 LATAH COUNTY RECORDER  
 FEE: \$ *15.00*  
*Winick*  
 PO Box 9344  
 Moscow, ID 83843

487236

487236

**PROPOSAL SUBMITTED TO: LOCATION OF PROPERTY:**

**Name:** Anderson Group, LLC  
**Address:** 1008 Matson Rd  
 Viola, ID 83872  
**Telephone:**  
**City:** Moscow  
**County:** Latah  
**State:** Idaho  
**Project Name:** Jackson Street Silos Off Site Improvements.  
**Project Number:** TBD

**PROPOSED SCOPE OF WORK:**

**Survey**

- 1. Topographic Survey of street along property frontage and future easement area
- 2. Prepare legal descriptions for easements

**Design**

- 1. Design meeting with owner and City
- 2. Widen sidewalk
- 3. Street tree locations
- 4. Water meter connections
- 5. Street repair design for utility cut ins
- 6. Street light location with new lighting options if required
- 7. Move Curb
- 8. Grading
- 9. Utility services for proposed lots
- 10. Construction drawings
- 11. Traffic control plan

**Total** \$ 4,870.00

**PAYMENT TERMS:**

Proposal includes material and labor as required in accordance with the above scope of work.

**For the contract sum of: \$ 4,870.00, Four Thousand Eight Hundred Seventy & 00/100 Dollars.**

**Payment to be made as follows:** Monthly base percentage completed.

If this meets with your approval, **please sign both copies and return one for our records.** We will begin work upon receipt of the signed copy.

This proposal may be withdrawn by us if not accepted within 30 days.

**Hodge & Associates, Inc. By**  **Date** 1-26-16

**ACCEPTANCE OF PROPOSAL:**

The above scope of work, cost, and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined above.

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT ("Release") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the Anderson Group, LLC, 6880 S. Cloverdale Road, Boise, ID 83709, (hereinafter, "Anderson Group"), Cobb Irrevocable Trust, 114 Spring Creek Hills Road, Livingston, MT 59047, (hereinafter "Cobb"), and the Moscow Urban Renewal Agency, 206 E. Third Street, Moscow, ID 83843, (hereinafter "MURA").

**WHEREAS**, the Anderson Group owns real property situate in the City of Moscow, Latah County, State of Idaho, to wit (hereinafter the "Anderson Property"):

Described in "Grant of Easements", (hereinafter "Grant of Easements") executed by Latah County Grain Growers, Grantor, on May 18, 2004, and recorded under Latah County Recorder's number 487236, records of Latah County, Idaho, as:

Beginning at the northeast corner of Section 18, T39 North, R5W BM; thence S 87°45'28" W, 355.69 feet along the north line of said Section 18; thence S 0°40'41" W, 193.65 feet to a point on the west right-of-way line of Jackson Street and the TRUE POINT OF BEGINNING;

Thence S 0°40'41" W, 366.51 feet;  
Thence N 36°36'06" W, 208.34 feet;  
Thence N 44°47'54" W 120.52 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°17'30" E, 192.83 feet, to the TRUE POINT OF BEGINNING.

Also described in "Warranty Deed" recorded under Latah County Recorder's number 515502, records of Latah County, Idaho, as:

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, 3636.92 feet along the north line of said Section 18; thence S 0°40'41" W, 193.58 feet to a point on the west right-of-way line of Jackson Street and 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.

and;

**WHEREAS**, the MURA owns real property situate in the City of Moscow, Latah County, State of Idaho, to wit (hereinafter "MURA Property"):

Described in "Grant of Easements", (hereinafter "Grant of Easements") executed by Latah County Grain Growers, Grantor, on May 18, 2004, and recorded under Latah County Recorder's number 487236, records of Latah County, Idaho, as:

A parcel of land located in the NE1/4NE1/4 of Section 18, Township 39N, R5W, B.M., and being more particularly described as follows:

Beginning at the northeast corner of Section 18, T39 North, R5W BM; thence S 87°45'28" W, 355.69 feet along the north line of said Section 18; thence S 0°40'41" W, 40.26 feet to a point on the west right-of-way line of Jackson Street and the TRUE POINT OF BEGINNING;

Thence S 0°40'41"W, 153.39 feet;

Thence S 88°17'28" W, 216.18 feet;

Thence N 40°29'13" W, 53.83 feet;

Thence N 1°42'23" W, 111.29 feet;

Thence N 88°17'28" E, 256.27 feet to the TRUE POINT OF BEGINNING.

Also described in "Warranty Deed" recorded under Latah County Recorder's number 539491, records of Latah County, Idaho, as:

A parcel of land located in the NE1/4NE1/4 of Section 18, Township 39N, R5W, B.M., and as shown on Record of Survey recorded under Recorder's Fee No. 506752 and being more particularly described as follows: Beginning at the northeast corner of said section 18, thence S 87°45'28" W, 363.92 feet (record 355.69 feet) along the north line of said section 18, thence S 00°45'10" W, 40.19 feet, to a point on the west right of way line of Jackson Street and the TRUE POINT OF BEGINNING;

Thence S 0°45'10"W, 153.39 feet;

Thence S 88°17'28" W, 207.70 feet (record 216.18 feet);

Thence N 40°29'13" W, 53.83 feet;

Thence N 01°42'23" W, 111.29 feet;

Thence N 88°17'28" E, 248.00 feet (record 256.27 feet) to the TRUE POINT OF BEGINNING.

and;

**WHEREAS**, Cobb Irrevocable Trust owns real property situate in the City of Moscow, Latah County, State of Idaho, to wit (hereinafter the "Cobb Property"):

A parcel of land located in the NE1/4NE1/4 of Section 18, T39N, R5W, BM and being more particularly described as follows:

Beginning at the northeast corner of Section 18, T39N, R5W, B.M.; thence S 87°45'28"W, 613.65 feet along the north line of said Section 18; thence S 1°42'23"E, 37.83 feet to a point on the south right-of-way line of Sixth Street and the TRUE POINT OF BEGINNING;

Thence S 1°42'23" E, 111.29 feet;

Thence S 40°29'13" E, 53.83 feet;

Thence N 88°17'28" E, 23.35 feet;

Thence S 1°42'20" E, 32.25 feet;

Thence S 7°46'11" E, 51.71 feet;

Thence S 49°30'56" W, 37.72 feet;

Thence N 44°47'56" W, 195.33 feet;

Thence S 88°17'27" W, 88.48 feet;  
Thence S 53°11'05" W, 157.46 feet;  
Thence N 36°36'32" W, 62.50 feet;  
Thence N 46°19'13" E, 76.99 feet;  
Thence N 42°48'04" W, 33.33 feet;  
Thence N 1°42'23" W, 80.60 feet;  
Thence N 88°17'28" E, 318.05 feet; to the TRUE POINT OF BEGINNING.

and;

**WHEREAS**, Latah County Grain Growers, Inc., an Idaho Corporation, (hereinafter Latah County Growers) was a predecessor in interest for the Anderson, Cobb and MURA properties; and

**WHEREAS**, the Anderson, Cobb, and MURA properties described above were subject to a "Grant of Easements", (hereinafter "Grant of Easements") executed by Latah County Grain Growers, Grantor, on May 18, 2004, and recorded under Latah County Recorder's number 487236, records of Latah County, Idaho. The Grant of Easements granted an easement for ingress and egress across a portion of the Anderson Property referred to therein as Easement 1 ("Easement 1") and across a portion of the MURA Property referred to therein as Easement 2 ("Easement 2"); and

**WHEREAS**, the MURA Property is benefitted by the Grant of Easement 1; and

**WHEREAS**, the Cobb Property is benefitted by the Grant of Easement 1; and

**WHEREAS**, the Anderson Property is benefitted by the Grant of Easement 2.

NOW, THEREFORE, the Anderson Group, Cobb, and MURA hereby agree as follows:

1. Recitals. All of the foregoing recitals are true and correct and expressly incorporated herein by this reference.
2. Release of Easement 1. MURA and Cobb hereby releases, terminates, and relinquishes Easement 1 and any and all rights, title and interest in and to the Anderson Property as granted by the Grant of Easements.
3. Release of Easement 2. The Anderson Group hereby releases, terminates, and relinquishes Easement 2 and any and all right, title and interest in and to the MURA Property as granted by the Grant of Easements.
3. Recording. Upon execution, this Release may be recorded in the Public Records of Latah County, Idaho. This Release is binding upon the Anderson Group, its successors and assigns, Cobb, its successors and assigns, and the MURA, its successors and assigns, and shall run with the properties affected thereby.

IN WITNESS WHEREOF, this Release has been executed by The Anderson Group, LLC, Cobb Irrevocable Trust, and the Moscow Urban Renewal Agency on the day and year first above written.

Anderson Group, LLC:

\_\_\_\_\_  
BY: Clayton B. Anderson, Managing Member





ACKNOWLEDGMENTS

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_, in \_\_\_official capacity as \_\_\_\_\_ of Cobb Irrevocable Trust, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_,  
residing at \_\_\_\_\_.

ACKNOWLEDGMENTS

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_,  
residing at \_\_\_\_\_.



## **Bylaws of the Moscow Urban Renewal Agency**

As approved by the MURA Commissioners on January 27, 2010 and July 8, 2015

### **Article I: Purpose**

Section 1. The purpose of the Moscow Urban Renewal Agency is to promote and support projects within the urban renewal districts that achieve sustainable economic growth, vitality and which enhance the community.

Section 2. The Agency will exercise the powers and authority, and assume the responsibilities delegated to it, according to the provisions of Chapters 20 & 29, Section 50 of the Idaho Code, as amended.

### **Article II: Commission Membership**

Section 1. The Moscow Urban Renewal Agency is comprised of seven Commissioners appointed by the Mayor, and confirmed by the City Council, with terms as specified by the Mayor, as authorized by Moscow City Council Resolution 2008-17.

Section 2. Commission vacancies are filled by appointment of the Mayor, with confirmation by the City Council, and filled for the remainder of the unexpired term.

### **Article III: Commission Officers**

Section 1. The officers shall consist of a Chairperson, Vice Chairperson, Secretary and Treasurer. The Chairperson, Vice-Chairperson and Secretary shall be members of the Commission; the Treasurer office may be filled by Commissioners or by staff appointments made by the Commission.

Section 2. Officer terms shall be for one year. Elections will be held at the Agency's first January meeting, with appointments made at that meeting or the following meeting.

Section 3. The Chairperson shall preside over Agency meetings, and shall execute all Agency deeds, bonds, contracts, accounts payable and other legal documents as authorized by the Commission. The Chairperson shall have the power to vote on any matter under consideration by the Commission.

Section 4. The Vice Chairperson shall perform all duties in the absence of the Chairperson. Duties of the Secretary and the Treasurer may vary, as directed by the Commission.

## **Article IV: Committees**

Section 1. An Executive Committee shall be comprised of the Chairperson, the Vice Chairperson and the Secretary, whose collective responsibilities shall include but not be limited to, the selection, direction and evaluation of Agency staff and support providers.

Section 2. Standing Committees of the Agency shall include the following:

- a. Finance Committee: Membership to be comprised of two Commissioners and three Community members, whose names shall be forwarded to the Agency by the Chairperson and confirmed by the Agency as a whole.
- b. Marketing Committee: Membership to be comprised of two Commissioners and three Community members, whose names shall be forwarded to the Agency by the Chairperson and confirmed by the Agency as a whole.
- c. Governmental Relations Committee: Membership to be comprised of three Commissioners and two Community members, whose names shall be forwarded to the Agency by the Chairperson and confirmed by the Agency as a whole.

Section 3. Other Committees shall be convened as needed, with duties, members and duration guided by the Commission and directed through the Chairperson.

Section 4. All standing committee meetings, or other committee meetings that make recommendations to the Agency, shall comply with the public notice and proceedings requirements of Article V of these bylaws.

## **Article V: Meetings**

Section 1. One regular meeting per month will be held each month at a day and time as determined by the Commission.

Section 2. Special meetings may be called by the Chairperson or at the request of a majority of the Commission.

Section 3. Public Notice in compliance with Idaho's Open Public Meeting Law shall be required for all regular, special, and committee meetings.

Section 4. A quorum for the transaction of business at any regular or special meeting shall consist of four Commission members.

Section 5. Proceedings will comply with Idaho's Open Meeting Law, and will generally be guided by the customary parliamentary rules, such as Roberts Rules of Order Newly Revised.

Section 6. The order of business for regular meetings shall be at the discretion of the Chairperson.

**Article VI: Staff**

Section 1. The Agency may employ an Executive Director as its primary staff. The Executive Director shall have a specific job description, goals which are adjusted as needed, and performance standards which are reviewed regularly. Direct management of the Executive Director shall be provided by the Agency's Executive Committee working with and through the City Supervisor. Performance evaluation of the Executive Director shall be provided by the City Supervisor utilizing input and direction from the Executive Committee.

Section 2. City staff may be asked to provide services to the Agency from time to time. Such services will be requested by and coordinated through the Agency's Executive Director. Reimbursement will be made to the City as set forth in the most current Agreement for Services between the City of Moscow and the Moscow Urban Renewal Agency.

Section 3. Other services, such as, professional services, liability insurance, website hosting, audits, and legal counsel, shall be utilized as needed by the Agency. When required by any adopted Agency policy, the scope of such service agreements shall be in writing, authorized by the signature of the Chairperson, and implemented under the oversight of the Agency's Executive Director.

These bylaws may be repealed, amended or new bylaws adopted at any regular or special meeting for such purpose of the Board of Commissioners by a majority vote of all members of said Board.

We, the undersigned, representing all of the members of the Board of Commissioners of the Moscow Urban Renewal Agency, do hereby certify that the foregoing bylaws were duly adopted as the bylaws of said Agency on the 27<sup>th</sup> day of January, 2010 and confirmed July 8, 2015.

  
\_\_\_\_\_  
John McCabe, Chairperson

  
\_\_\_\_\_  
Steve McGeehan, Vice-Chairperson



I, the undersigned, Secretary of the Moscow Urban Renewal Agency, hereby certify that the foregoing bylaws were duly adopted as the bylaws of said Agency on the 8<sup>th</sup> day of July, 2015.

  
\_\_\_\_\_  
Brandy Sullivan, Secretary