



Agenda: Thursday, February 18, 2016, 7:00 a.m.

City of Moscow Council Chambers • 206 E 3rd 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 February 4th, 2016
 - B. January 2016 Payables
 - C. January 2016 Financials

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. **Owner Participation Agreement and Limited Promissory Note for 1014 S. Main Street – Bill Belknap**

At the Agency's December 3rd meeting, Staff provided a report regarding a project being proposed for a 5.5 acre property currently addressed as 1014 S. Main Street and an adjacent 24,000 sf parcel property addressed as 1104 S. Main, which was most recently the location of Domino's Pizza. The proposed project would include the construction of 154 residential units and 3,000 sf of retail space. The 1014 S. Main property has limited access and the 1104 S. Main property is heavily contaminated from prior petroleum tanks and associated petroleum releases that occurred upon the property that have resulted in significant contamination to the soils on the site and groundwater under the site and other adjacent properties. The Owner inquired regarding potential assistance from the Agency with environmental remediation and intersection improvement expenses to clean up the contamination and facilitate the redevelopment of the property and the Agency directed Staff to prepare an Owner Participation Agreement (OPA) to assist with the project. Staff has prepared an OPA for the project for the Board's review.

ACTION: Review and approved the proposed Owner Participation Agreement and associated Resolution 2016-01 for 1014 S. Main Street; or take such other action deemed appropriate.

6. **Proposed Extension of Agreement for Real Estate Marketing and Brokerage Services – Bill Belknap**

In December of 2013 the Agency entered into a professional services agreement with Palouse Commercial for real estate marketing and brokerage services related to the Agency-owned lots within

Alturas Technology Park. At that time, Palouse Commercial was the sole respondent to a request for proposals to furnish these services. The agreement was initially drafted for a period of two years and expired on January 22, 2016. Staff is recommending that the Agency extend this agreement for an additional 12 months to allow the Agency time to evaluate how it desires to secure these services in the future.

ACTION: Approve an extension to the existing professional services agreement with Palouse Commercial Real Estate for an additional 12 months, to expire January 22, 2017; or take other action as deemed appropriate.

7. MURA Draft Annual Report Review – Bill Belknap

In Accordance with State Statute, all urban renewal agencies are required to file an annual report describing the activities of the agency for the preceding year with the local governing body by March 31st of each year. Agencies are required to hold a public meeting to report the findings of the annual report and to take comments from the public prior to filing the report with the governing body. Staff has prepared the initial draft of the annual report and proposes to conduct the public meeting on the final report at the Agency's upcoming March 3rd meeting. After approval of the Annual Report it will be presented to the City Council at their March 21st meeting.

ACTION: Receive report and provide direction as deemed appropriate.

8. Discussion Regarding Agency Website Update – Bill Belknap

Over that last several years the Agency's website has become outdated, lacks functionality and has become difficult to update and maintain in its current form. In the effort to increase transparency of Agency activities, increasing public access to Agency documents and information and efficiency of website maintenance, Staff believes it is necessary to revamp the Agency's web presence. Staff would like to solicit proposals from local website developers to rebuild the Agency's website on a new, easy-to-maintain platform. Funding is available within the Agency's Professional Services line item to support this work.

ACTION: Receive report and provide direction as deemed appropriate.

9. Discussion Regarding March Meeting Schedule – Bill Belknap

The Agency's second March meeting falls on March 17th which is during the local school and university spring break period when many community members may be out of town. Staff is recommending that the Board cancel the March 17th meeting. The next meeting would then be on April 7th.

ACTION: Receive report and provide direction as deemed appropriate.

10. 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.



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

City of Moscow Council Chambers • 206 E 3rd Street • Moscow, ID 83843

McGeehan called the meeting to order at 7:00 a.m.

Attendance:

Commission Members

Steve McGeehan, Chair
Art Bettge
Steve Drown
Ron Smith
Brandy Sullivan
John Weber

Staff Present

Bill Belknap, MURA Executive Director
Gary Riedner, City Supervisor
Anne Peterson, Deputy City Clerk

Others

Victoria Seever
Scott Becker
Brenda VonWondruska

Absent: Dave McGraw

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 21st, 2016

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

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

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

3. **Announcements**

Belknap reported that he and Commissioners Smith and McGraw attended last week's ULI meeting. He just received a copy of the study conducted regarding URAs in the State of Idaho and offered to share highlights at the next meeting.

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

Riedner provided copies of House Bill 404 and RAI's letter to the House Local Government Committee requesting that the bill be held in Committee (attached). This is reintroduction of a bill that didn't pass last year which is intended to reimburse telecommunication providers 100% for relocation expenses caused by an urban renewal project. Most franchise agreements require the utility to bear the cost of relocation when

a project conducted by the ROW-granting jurisdiction requires the utility to relocate, because the utility is making money from the use of public rights-of-way. The Supreme Court has upheld this practice. Riedner explained that since URAs are not the public entity granting the ROW, passage of this bill would require URAs to pay for relocations within their project areas. Riedner pointed out there has been no discussion on whether it's legal to use tax increment money for this expense. With regard to the latest Interim Committee discussions, Riedner said a compromise looks likely for URA board membership to be restricted to less than half of the members being comprised of elected councils, with the election vs. appointment of members being left to local choice. A short list of public buildings may be allowed to be funded by URA tax increment, such as a library as long as it's not more than 49% of the total cost. The conversation about resetting the tax base has not concluded.

Belknap asked if there was a definition of "project" regarding telecomm relocation, and whether it's only when the agency is the principal developer or if there's any financial participation. Riedner said the language is fraught with interpretation and his concern is that it will result in evaluation of every utility move to determine if agency funds are involved at all.

Sullivan said resetting the tax base doesn't seem to accomplish much because agencies could simply establish a separate district next to the current district rather than expand it. Riedner explained that small, single-project districts won't generate the same tax increment as broad districts with multiple projects. He added that legislators seem to want URA projects written in stone but by their nature districts often change focus over time.

Weber wondered why an agency would take on a public project that, as a non-taxable property, won't ever generate tax increment. Riedner explained that the legislature often looks to Utah as the "right" way to do urban renewal because they have a "Community Development" option in their legislation which very broadly could anything that helps the city become what it wants to be. Currently in Idaho, urban renewal can address slum and blight (Chapter 20 of the Idaho Urban Renewal Law) and local economic development (Chapter 29). Often both situations exist and sometimes the redevelopment also helps community development (such as Idaho's improved wastewater treatment system when Chobani relocated there). Riedner said ultimately tax increment is meant to be used to enhance development rather than be used as a tool for cities to provide development that they should be covering with general taxes.

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 Treasure 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 Riedner 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.

Smith moved approval of the interim appointment, seconded by Drown. Bettge asked how long the interim appointment is expected to run. Riedner said he anticipated having a new Finance Director on board by late April. Sullivan asked what an Interim Treasurer would be required to do and Riedner said primarily monthly

oversight, as well as oversight through the audit process and to support staff in the Finance Department who are still learning their new positions. Smith's motion passed unanimously.

6. 6th and Jackson/Anderson Property Easement Release Agreement – Bill Belknap

The 6th 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 6th and Jackson Property.

ACTION: Receive report and provide direction as deemed appropriate.

Belknap explained the easements included a self-termination clause when the Anderson property ceased to be used for agricultural purposes. The Agency has attempted to clear the title for Agency property since approximately 2014 but Andersons have not agreed to sign a release. In addition, the Andersons have requested they be "cashed out" on any remaining balance of a 2009 Owner Participation Agreement in the amount of \$110,000. That agreement was to provide reimbursement for environmental remediation on the grain elevators and typical to other Agency OPAs, any payment was to come from tax increment but there has been little increment generation from the property. Andersons wish to begin engineering design for the street frontage and utility services in preparation of separating the property into four parcels. Hodge & Associates has estimated engineering design costs of \$4,850. Belknap recommended the Agency could participate in those costs if the Andersons would in turn sign the easement release. This would eliminate the time and legal expenses required to pursue a quiet title action to clear the Agency's title and allow that funding to go to a more productive use. Staff recommended the Agency agree to release its interest in the easement and to fund the engineering design, in exchange for the Anderson's release of easement on the Agency's property. Belknap stated that he had received an email from Clayton Anderson clarifying that their concern regarding the easement release was that they felt the release needed to be a 3 party release and that the Agency's participation in the engineering cost was not a condition of their participation in the easement release.

Sullivan asked about Cobb's willingness to enter into the three-way release. Belknap said he has heard Cobb is potentially interested but he didn't recommend entangling the Agency's property with a third-party transaction that the Agency has no control over. He reiterated that if Cobb doesn't wish to participate in the three-way release that Anderson's release on the Agency property should remain a condition of Agency's financial participation in the engineering design. Riedner said the cash-out of the OPA is limited to the increment generated on the property, so there's no liquidated amount owed to Andersons. He thought it was a great resolution to obtaining the release of easement upon the Agency's property. Belknap said the OPA obligation would remain in effect. Bettge said it was a better use of funds than paying attorney fees. Drown thought it was to the Agency's benefit to invest in frontage improvements that will benefit the entire corner area. Belknap said the City already has design work for the modification of the 6th & Jackson intersection and will share that with Anderson's engineer to provide design continuity. McGeehan thought paying for the engineering design certainly falls within the Agency's mission. Belknap was directed to draft an agreement for review at the next meeting.

7. MURA Subcommittee Organization Discussion

ACTION: Receive report and provide direction as deemed appropriate.

Belknap explained that Agency bylaws include the establishment of three standing committees but doesn't include any description of their purpose. With the exception of the Finance Committee, the others have rarely met so Belknap proposed to streamline the subcommittee format by collapsing the Government Relations Committee and Marketing Committee into one Administrative Committee to address administrative functions such as Agency bylaws, policy recommendations and marketing and government relations. The Finance Committee would continue with the charge of preparation and review of the annual audit, annual budget, owner participation agreements and other financial matters.

Drown thought this discussion might better evolve out of the strategic plan conversation as the Board determines what their goals are and therefore what the committee functions would be. Belknap's only concern was there will be some near-term activities for the Finance Committee. Staff will determine who is on that committee and schedule a meeting for review of the upcoming audit.

8. General District Updates – Bill Belknap

- Legacy Crossing District
 - Groundwater treatment construction was completed last week.
 - Finalized OPA with new owner of the Sharpe property should be coming to the Finance Committee and then the full Board. Clean-up planning should be moving forward soon.
 - Staff will meet with Gritman tomorrow to discuss the concept of a Hospital District.
- Alturas District
 - Belknap will discuss at the next meeting the expired listing agreement with Palouse Commercial and has invited Justin Rathmussen to present their thoughts on marketing strategies.
 - Very basic review of the Strategic Plan documents has begun and he will report more at the next meeting.

McGeehan declared the meeting adjourned at 8:10am.

Steve McGeehan, Agency Chair

Date



Balance Sheet
January 29, 2016

	Total Funds
ASSETS	
Cash	77,828
Investments-LGIP	1,287,251
Investments-Zions Debt Reserve	42,606
Taxes Receivable	-
Land Held For Resale	531,256
Land	505,803
Infrastructure Assets	1,186,207
Accumulated Depreciation	(753,478)
Total Assets	<u><u>2,877,473</u></u>
LIABILITIES	
Accounts Payable	
Deposits Payable	5,000
Series 2007 Bond - due within one year	-
Series 2010 Bond - due within one year	25,000
Latah County payback agreement - due within one year	4,000
Series 2010 Bond - due after one year	374,000
Latah County payback agreement - due after one year	106,537
Total Liabilities	<u><u>514,537</u></u>
FUND BALANCES	
Net Assets Invest. Cap Assets	539,533
Restricted Fund Balance	44,312
Unrestricted Fund Balance	1,768,734
Total Fund Balance	<u><u>2,352,579</u></u>
Retained Earnings:	<u><u>10,358</u></u>
Total Fund Balance and Retained Earnings:	<u><u>2,362,937</u></u>
Total Liabilities, Fund Balance and Retained Earnings:	<u><u>\$2,877,474</u></u>

Checks for Approval

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JANUARY 2016



Check	Check Date	Account Name	Vendor	Void	Amount
4365	01/11/2016	Professional Services-Computer	Cactus International, Inc.		19.95
4366	01/27/2016	Travel & Meetings-General	Cardmember Service		80.00
4367	01/27/2016	Administrative Services	City of Moscow		3,750.00
4368	01/27/2016	Misc. Expense-General	Anne Peterson	11.47	0.00
4369	01/29/2016	Misc. Expense-General	Rosauers		11.47

Report Total: 3,861.42

Steve McGeehan, Chairperson

Accounts payable expenditures as contained herein were made in compliance with the duly adopted budget for the current fiscal year and according to Idaho law.

Bill Belknap, Executive Director

Gary J Riedner, Treasurer

Checks by Date - Detail By Check Date

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January 2016

				Check Amount
4365	UACTUSI	Cactus International, Inc.	1/11/2016	
	2016	Domin Registration for 2016		19.95
Total for Check Number 4365:				19.95
Total for 01/11/2016:				19.95
4366	UVISAADM	Cardmember Service	1/27/2016	
	Jan. CC Payme	Purchases made on City Credit Card		80.00
Total for Check Number 4366:				80.00
4367	UCITYMOS	City of Moscow	1/27/2016	
	Jan 2016	Administration Fee's for January 2016		3,750.00
Total for Check Number 4367:				3,750.00
Total for 01/27/2016				3,830.00
4369	UTEMP	Rosauers	1/29/2016	
	10-320823	January Meeting Materials		11.47
Total for Check Number 4369:				11.47
Total for 1/29/2016:				11.47
Total Bills for January 2016				3,861.42

General Ledger Revenue Analysis

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Period 04 - 04
Fiscal Year 2016

Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Variance	Uncollected Bal	% Avail/Uncollect	% Received
890	Moscow Urban Renewal Agency							
890-000-00-410-00	Property Taxes - Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
890-000-00-410-01	Property Taxes - Legacy	\$ 141,000.00	\$ 81,243.71	\$ 99,462.27	\$ 41,537.73	\$ 41,537.73	29.46%	70.54%
890-000-00-431-11	EPA Clean-up Grant - Legacy	\$ 108,235.00	\$ -	\$ -	\$ 108,235.00	\$ 108,235.00	100.00%	0.00%
890-000-00-471-00	Investment Earnings	\$ 1,000.00	\$ 403.12	\$ 1,227.33	\$ (227.33)	\$ (227.33)	-22.73%	122.73%
890-000-00-478-10	Sale of Land - Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
890-000-00-478-11	Sale of Land - Legacy	\$ 450,000.00	\$ -	\$ -	\$ 450,000.00	\$ 450,000.00	100.00%	0.00%
890-000-00-910-00	Beg Fund Bal Unassigned	\$ 48,705.00	\$ -	\$ -	\$ 48,705.00	\$ 48,705.00	100.00%	0.00%
890-000-00-911-00	Beg Fund Bal Assigned-Alturas	\$ 902,369.00	\$ -	\$ -	\$ 902,369.00	\$ 902,369.00	100.00%	0.00%
890-000-00-911-01	Beg Fund Bal Res-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
890-000-00-912-00	Beg Fund Bal Assigned-Legacy	\$ 260,165.00	\$ -	\$ -	\$ 260,165.00	\$ 260,165.00	100.00%	0.00%
890-000-00-912-01	Beg Fund Bal Res-Legacy	\$ 69,315.00	\$ -	\$ -	\$ 69,315.00	\$ 69,315.00	100.00%	0.00%
890	Moscow Urban Renewal Agency	\$ 1,980,789.00	\$ 81,646.83	\$ 100,689.60	\$ 1,880,099.40	\$ 1,880,099.40	94.92%	5.08%
Revenue Total		\$ 1,980,789.00	\$ 81,646.83	\$ 100,689.60	\$ 1,880,099.40	\$ 1,880,099.40	95.00%	5.00%

General Ledger

Exp to Bud

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Period 04 - 04

Fiscal Year 2016

Sort Level	Description	Budget	Period Amt	End Bal	Variance	Avail/Uncollect	% Expend/Collect
890	Moscow Urban Renewal Agency						
880	URA - General Agency						
890-880-10-642-00	Administrative Services	\$ 45,000.00	\$ 3,750.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	33.33%
890-880-10-642-10	Professional Services-Exec Dir	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-880-10-642-15	Professional Services-Other	\$ 6,000.00	\$ -	\$ 1,750.00	\$ 4,250.00	\$ 4,250.00	29.17%
890-880-10-642-20	Professional Services-Auditing	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
890-880-10-642-30	Professional Services-Computer	\$ 1,000.00	\$ 19.95	\$ 19.95	\$ 980.05	\$ 980.05	2.00%
890-880-10-644-10	Marketing Expense-General	\$ 1,000.00	\$ -	\$ 300.00	\$ 700.00	\$ 700.00	30.00%
890-880-10-668-10	Liability Insurance-General	\$ 1,650.00	\$ -	\$ 1,507.00	\$ 143.00	\$ 143.00	91.33%
E02	Contractual	\$ 59,650.00	\$ 3,769.95	\$ 18,576.95	\$ 41,073.05	\$ 41,073.05	31.14%
890-880-10-631-10	Postage Expense	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
890-880-10-631-20	Printing and Binding	\$ 400.00	\$ -	\$ -	\$ 400.00	\$ 400.00	0.00%
890-880-10-647-10	Travel & Meetings-General	\$ 1,000.00	\$ 80.00	\$ 80.00	\$ 920.00	\$ 920.00	8.00%
890-880-10-649-10	Professional Development	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-880-10-669-10	Misc. Expense-General	\$ 500.00	\$ 11.47	\$ 132.93	\$ 367.07	\$ 367.07	26.59%
E03	Commodities	\$ 3,000.00	\$ 91.47	\$ 212.93	\$ 2,787.07	\$ 2,787.07	7.10%
880	URA - General Agency	\$ 62,650.00	\$ 3,861.42	\$ 18,789.88	\$ 43,860.12	\$ 43,860.12	29.99%
890	Urban Renewal Agency						
890-890-10-642-10	Professional Services-Alturas	\$ 10,000.00	\$ -	\$ (410.00)	\$ 10,410.00	\$ 10,410.00	-4.10%
890-890-10-642-12	Land Sale Expense-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-644-10	Marketing Expense-Alturas	\$ 4,000.00	\$ -	\$ 64.60	\$ 3,935.40	\$ 3,935.40	1.62%
E02	Contractual	\$ 14,000.00	\$ -	\$ (345.40)	\$ 14,345.40	\$ 14,345.40	-2.47%
890-890-10-647-10	Travel & Meetings-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

890-890-10-658-10	Repairs & Maintenance	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
890-890-10-669-10	Misc. Expense-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E03	Commodities	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
890-890-10-770-73	Improvements-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E04	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-800-00	Termination Plan	\$ 767,044.00	\$ -	\$ -	\$ 767,044.00	\$ 767,044.00	0.00%
E20	Other Financing Uses	\$ 767,044.00	\$ -	\$ -	\$ 767,044.00	\$ 767,044.00	0.00%
890-890-10-699-74	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-699-99	Amortization Expense	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E81	Depreciation & Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-900-01	Contingency - Alturas	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
E90	Contingency	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
890	Urban Renewal Agency	\$ 826,044.00	\$ -	\$ (345.40)	\$ 826,389.40	\$ 826,389.40	-0.04%
895	URA - Legacy Crossing						
890-895-10-642-10	Professional Services-Legacy	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
890-895-10-642-12	Land Sale Expense-Legacy	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
890-895-10-644-10	Marketing Expense-Legacy	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
E02	Contractual	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00	\$ 22,000.00	0.00%
890-895-10-647-10	Travel & Meetings-Legacy	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-895-10-652-10	Heat, Lights & Utilities	\$ 2,000.00	\$ -	\$ 190.05	\$ 1,809.95	\$ 1,809.95	9.50%
890-895-10-669-10	Misc. Expense-Legacy	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-895-10-675-00	Fiscal Agent Trustee fees	\$ 1,750.00	\$ -	\$ -	\$ 1,750.00	\$ 1,750.00	0.00%
890-895-10-676-15	Latah County Reimb. Agreement	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	100.00%
890-895-10-676-17	Jackson St Owner Part. Agr.	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	\$ 9,000.00	0.00%
890-895-10-676-20	Agreement Cost	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 600.00	0.00%
E03	Commodities	\$ 17,350.00	\$ 2,000.00	\$ 2,190.05	\$ 15,159.95	\$ 15,159.95	12.62%
890-895-10-770-35	1% Public Art	\$ 1,210.00	\$ -	\$ -	\$ 1,210.00	\$ 1,210.00	0.00%
890-895-10-770-71	Land-Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-770-73	Improvements-Legacy	\$ 193,675.00	\$ -	\$ 69,697.50	\$ 123,977.50	\$ 123,977.50	35.99%
890-895-10-770-97	Infrastructure Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E04	Capital Outlay	\$ 194,885.00	\$ -	\$ 69,697.50	\$ 125,187.50	\$ 125,187.50	35.76%

890-895-10-676-10	Bond Issuance Cost	\$	-	\$	-	\$	-	\$	-	0.00%
E05	Debt Service	\$	-	\$	-	\$	-	\$	-	0.00%
890-895-10-900-01	Contingency - Legacy	\$	15,000.00	\$	-	\$	15,000.00	\$	15,000.00	0.00%
E90	Contingency	\$	15,000.00	\$	-	\$	15,000.00	\$	15,000.00	0.00%
895	URA - Legacy Crossing	\$	249,235.00	\$	2,000.00	\$	71,887.55	\$	177,347.45	28.84%
899	Dept									
890-899-11-790-01	Bond Principal - Alturas	\$	-	\$	-	\$	-	\$	-	0.00%
890-899-11-791-01	Bond Interest-Alturas	\$	-	\$	-	\$	-	\$	-	0.00%
890-899-12-790-01	Bond Principal - Legacy	\$	399,000.00	\$	-	\$	399,000.00	\$	399,000.00	0.00%
890-899-12-791-01	Bond Interest - Legacy	\$	18,435.00	\$	-	\$	18,435.00	\$	18,435.00	0.00%
E05	Debt Service	\$	417,435.00	\$	-	\$	417,435.00	\$	417,435.00	0.00%
890-899-10-990-00	Ending Fund Bal Unassigned	\$	49,705.00	\$	-	\$	49,705.00	\$	49,705.00	0.00%
890-899-11-990-00	End Fund Bal Assigned-Alturas	\$	-	\$	-	\$	-	\$	-	0.00%
890-899-11-990-01	End Fund Bal Res-Alturas	\$	45,000.00	\$	-	\$	45,000.00	\$	45,000.00	0.00%
890-899-12-990-00	End Fund Bal Assigned-Legacy	\$	261,405.00	\$	-	\$	261,405.00	\$	261,405.00	0.00%
890-899-12-990-01	End Fund Bal Res-Legacy	\$	69,315.00	\$	-	\$	69,315.00	\$	69,315.00	0.00%
E95	Ending Fund Balance	\$	425,425.00	\$	-	\$	425,425.00	\$	425,425.00	0.00%
899	Dept	\$	842,860.00	\$	-	\$	842,860.00	\$	842,860.00	0.00%
890	Moscow Urban Renewal Agency	\$	1,980,789.00	\$	5,861.42	\$	90,332.03	\$	1,890,456.97	4.56%



OWNER PARTICIPATION AGREEMENT

BY AND BETWEEN

THE MOSCOW URBAN RENEWAL AGENCY

AND

FH VANDALS LLC

FOR

**1104 SOUTH MAIN STREET ENVIRONMENTAL
REMEDATION AND ROADWAY IMPROVEMENT
PROJECT**

_____, 2016

OWNER PARTICIPATION AGREEMENT

THIS OWNER PARTICIPATION AGREEMENT (hereinafter “Agreement”) is entered into by and between the MOSCOW URBAN RENEWAL AGENCY, a public body, corporate and politic (hereinafter “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the “Law”), and undertaking projects under the authority of the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the “Act”), and FH VANDALS LLC, a California limited liability company, or its assigns (hereinafter “Participant”), collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

RECITALS

WHEREAS, Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Law and the Act; and

WHEREAS, the Moscow City Council adopted its Ordinance No. 2008-10 on June 2, 2008, approving the Legacy Crossing Urban Renewal District Redevelopment Plan (hereinafter the “Urban Renewal Plan”); and

WHEREAS, Participant owns and controls the real property located at 1104 and 1014 S. Main Street, Moscow, Idaho (also referenced as Assessor Tax Parcels RPM00000173910 and RPM00000173755), (hereinafter the “Site”) upon which Participant proposes to construct improvements, investing significant resources in the project; and

WHEREAS, the soils and groundwater upon a portion of the Site are significantly contaminated from the prior use of the property as a petroleum storage and distribution facility; and

WHEREAS, Participant is not responsible for, nor has the Participant contributed to the environmental contamination upon the Site; and

WHEREAS, said environmental contamination is a threat to human health and safety and a substantial impediment to the redevelopment of the Site; and

WHEREAS, the Site has unsafe and inadequate access to South Main Street/U.S. 95 due to the lack of a southbound left turn lane to provide safe, convenient and efficient access into the Site, which significantly inhibits the development opportunity of the Site; and

WHEREAS, in order to allow for the development and redevelopment of the Site into a mixed use project to include approximately 154 dwelling units with community facilities and amenities and approximately 3,000 square feet of retail space, Participant desires to conduct environmental remediation activities and make improvements to the public infrastructure, including roadway widening, curb line adjustment, sidewalk adjustments, traffic signal improvements and other

associated intersection improvements to facilitate the addition of a southbound left turn lane into the Site (hereinafter referred to as the “Project” as defined below); and

WHEREAS, Section 504 of the Urban Renewal Plan authorizes Agency to use revenue allocation financing to fund specific projects and improvements to implement the Urban Renewal Plan;

WHEREAS, said Project implements several objectives outlined in Section 302 of the Urban Renewal Plan;

WHEREAS, Section 303 of the Urban Renewal Plan authorizes Agency to enter into Owner Participation Agreements to implement the Urban Renewal Plan;

WHEREAS, as a result of Participant’s commitment to proceed with the Project and to complete the environmental remediation activities and construct public improvements in the public right-of-way which will enhance public access, safety, aesthetics, and environmental and economic well-being, Participant’s commitment to comply with the terms of the Urban Renewal Plan, and Agency’s commitment to reimburse Participant in compliance with the Urban Renewal Plan, the Parties deem it necessary to enter into this Owner Participation Agreement to define their respective obligations;

WHEREAS, by entering into this Agreement and complying with its terms, Agency finds that Participant has complied with the provisions and requirements of the Urban Renewal Plan;

WHEREAS, the Agency Board, at its February 4, 2016 Board meeting, adopted Resolution No. 2016 - _____ authorizing the Chair of the Agency Board to execute this Agreement and related Promissory Note on behalf of the Agency.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. EFFECTIVE DATE

The effective date of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed) and shall continue until the completion of all obligations of each Party, subject to the following: To be eligible for reimbursement under this Agreement, Participant must complete construction of the Project within thirty six (36) months from the Effective Date. Provided if Participant is diligently constructing the Project, upon written request by Participant, Agency shall grant one extension for a period not to exceed twelve (12) months which consent shall not be unreasonably withheld, conditioned, or delayed.

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement, and Interest

The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein. The mutual consideration and covenants contained herein are intended to achieve the objectives and obligations of both Parties. The Agency's commitment herein is intended to comply with the Agency's authority under the Law, the Act, and the Urban Renewal Plan, and is intended to constitute a grant of Agency funds and not be deemed a gift or donation of public funds.

The purpose of this Agreement is to effectuate the Urban Renewal Plan and a portion of the Legacy Crossing Urban Renewal District by providing necessary improvements to the public infrastructure within the Legacy Crossing Urban Renewal District.

The Project improvements to the public infrastructure and the fulfillment generally of this Agreement are in the vital and best interests of the City and the health, safety, and welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Urban Renewal Plan.

B. The Plan

This Agreement is subject to the provisions of the Legacy Crossing Urban Renewal District Redevelopment Plan as adopted by the Moscow City Council through its Ordinance No. 2008-10 on June 2, 2008.

C. The Project Area

The Urban Renewal Project Area (Project Area) is located in the City of Moscow, and the exact boundaries of the Project Area are more specifically described in the Urban Renewal Plan.

D. The Project

The Project shall mean the development within the Project Area undertaken by Participant or its successors or assigns upon the Site and associated improvements within the adjacent public right-of-way. The Project shall include the development of the Site with a mixed use project to include approximately 154 dwelling units with associated community facilities and amenities, and approximately 3,000 square feet of retail space as shown in **Attachment 1** "Project Design Diagram". The Project shall comply with all the provisions of the Urban Renewal Plan and all applicable City building and zoning ordinances.

The Project shall also include the excavation and disposal of contaminated soils (in accordance with an environmental cleanup plan to be developed and approved by the Idaho Department of Environmental Quality), the replacement of said material with clean structural fill, and the construction of public improvements including, but not limited to: curb demolition and reconstruction, stormwater system adjustments, roadway widening,

and traffic control system adjustments necessary to install a southbound left turn lane upon South Main Street/U.S. 95 to provide safe access into the Site.

E. The City

The term City as used herein shall be the City of Moscow, Idaho.

F. Agency Participation Policy

Generally, the Agency will agree to financially participate with a private developer, when such participation achieves the objectives of the Urban Renewal Plan, is not duplicative of other public entity funding and does not replace or substitute for the obligations imposed by other governmental agencies on the Participant. The specific participation by the Agency for the Site is as set forth herein.

G. Parties to This Agreement

1. Agency

The Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Law and the Act. The office of the Agency is located at 221 East Second Street, Moscow, Idaho. "Agency," as used in this Agreement, includes the Moscow Urban Renewal Agency and any assignee of or successor to its rights, powers, and responsibilities.

2. Participant

The Participant is FH Vandals LLC, a California limited liability company. The principal address of the Participant is 3954 Hopevale Drive, Sherman Oaks CA, 91403. The Principal Member/Manager of the Participant is Eran Fields.

Whenever the term "Participant" is used herein, such term shall include any permitted nominee, assignee, or successor in interest as herein provided. The Participant qualifies as an "owner participant" as that term is used in the Urban Renewal Plan.

H. City Agreements and Approvals

City Agreements shall mean those certain agreements between Participant and City concerning, among other things, financial participation by the City in the Project, any required demolition permits or building permits, official review and approval by City for development of the Project.

Any default by Participant not cured within any cure period set forth in the agreements or approvals described above, shall constitute a default under this Agreement, with the Agency reserving any of its rights and remedies under this Agreement concerning default.

I. Funding of Project Improvements

In consideration of the terms of this Agreement, Agency agrees that certain Project costs may be eligible for reimbursement by the Agency in conformance with this Agreement. Such improvements are described in **Attachment 3** of this Agreement and as further defined below.

- Actual costs incurred by Participant for the excavation and disposal of contaminated soils (in accordance with an environmental cleanup plan to be developed and approved by the Idaho Department of Environmental Quality), the replacement of said material with clean structural fill, and the construction of public improvements including curb demolition and reconstruction, stormwater system adjustments, roadway widening, and traffic control system adjustments necessary to install a southbound left turn lane upon South Main Street/U.S. 95 to provide safe access into the Site. The Agency shall only reimburse Participant for costs which are not funded by the City, any grants or other governmental financial sources. Such costs shall not exceed THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000).

The Agency expects that the Participant will provide funds which will be sufficient to pay in full the costs of construction for the Project. The Agency does reserve the right to certify all Project costs prior to issuance of any Agency funds per this Agreement, to assure the reasonableness of such costs, to verify the costs incurred, and to assure such expenditures by the Agency achieve the Agency's objectives and compliance with the Law and any other applicable statutory provisions. The Agency may rely upon a schedule of values or other similar construction or engineering references to determine the reasonableness of the costs incurred. The Agency acknowledges it approves the design and specifications of the Project attached hereto.

The Agency shall commence to reimburse Participant upon receipt of acceptance of the Project by the City of Moscow and any other state or local agencies having jurisdiction, and delivery of an itemized statement by Participant to the Agency setting forth in detail the total amount of the costs for which the Agency is responsible. Such reimbursement shall be subject to the availability of funds as contained herein.

The participation of Agency in the funding of the Project will be based on the verification of the costs of such improvements as set forth in Section III (I). Agency must be satisfied that the cost of such improvements is reasonable given the market conditions and usual and customary costs for the Project improvements. Such costs must be reasonable in light of the costs normally encountered for such development.

III. PROJECT IMPROVEMENT AND AGENCY'S PARTICIPATION

A. Project Improvements by Participant.

Participant represents that the Project will fully comply with the Urban Renewal Plan, the “Project Design Diagram” attached to this Agreement as **Attachment 1**, the “Description of the Project” attached to this Agreement as **Attachment 2**, and with requirements of City.

B. Cost of Construction

The cost of the Project improvements shall be borne by the Participant. Certain of the Project costs may be eligible for reimbursement by the Agency in conformance with this Agreement.

C. Agency, City, and Other Governmental Agency Permits

Participant shall, at Participant’s own expense, secure or cause to be secured any and all permits or approvals which may be required by Agency, City, or any other governmental agency relative to Project construction.

D. Improvements by the Agency

As a result of the proposed Project, there will be improved environmental conditions and infrastructure, which will consist of the excavation and disposal of contaminated soils (in accordance with an environmental cleanup plan to be developed and approved by the Idaho Department of Environmental Quality) and the replacement of said material with clean structural fill, and the construction of public improvements contained and contemplated in the “Project Design Diagram” attached to this Agreement as **Attachment 1** which is incorporated herein by reference, and as more particularly described in the “Description of the Project,” attached hereto as **Attachment 2** which is incorporated herein by reference, including, but not limited to: curb demolition and reconstruction, stormwater system adjustments, roadway widening, and traffic control system adjustments necessary to install a southbound left turn lane upon South Main Street/U.S. 95 to provide safe access into the Site.

Agency specifically finds and determines that the improvements are directly related to the remediation of existing environmental contamination that presents a risk to the public health and safety and the condition of the natural environment, and impediment to the redevelopment and productive use of the property. The Agency also finds and determines that the improvements are also directly related to improved public facilities that, when constructed, will increase safety and convenience to the traveling public and facilitate a higher quality of development that should assist Agency in achieving redevelopment of other properties adjacent to the Site, and meeting the objectives of the Urban Renewal Plan. Because of Participant’s improvements to the Site, which achieves several of the objectives contained within the Urban Renewal Plan, Agency finds that a portion of the Project improvements may be funded by the Agency. Agency finds that the Project is in the best public interest and provides for enhanced development of adjacent properties within the Project Area.

E. Indemnification

Participant shall indemnify and hold Agency, City, and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as “Claim”), which may be imposed upon or incurred by or asserted against Agency, City, or their respective officers, agents, and employees by reason of any of the following occurrences during the term of this Agreement:

1. Relating to the construction or design of the Project;
2. Any negligence on the part of Participant or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
3. Any accident, injury, or damage to any person or property occurring in, on, or about the Site or any part thereof; or
4. Any failure on the part of Participant to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.

Notwithstanding the foregoing, Participant shall have no obligation to indemnify and hold Agency or City, respectively, and their respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of Agency or City, respectively, or their respective officers, agents, or employees.

In case any claim, action or proceeding is brought against Agency, City, or their respective officers, agents, and employees by reason of any such claim, Participant, upon written notice from Agency or City, shall, at Participant’s expense, resist or defend such claim, action or proceeding.

F. Antidiscrimination during Construction

The Participant, for itself and its successors and assigns, agrees that in pursuit and construction of the Project provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, age, color, creed, religion, handicap, sex, marital status, ancestry, or national origin.

G. Approvals

Participant shall be responsible for obtaining any required approvals of the City or any other state or local agency having jurisdiction, for the installation and construction of the Project. Participant shall keep Agency advised of the status of the approval process and shall advise Agency immediately if any such approvals shall affect the scope and purpose

of this Agreement. The Project shall be designed, constructed, and installed in keeping with all applicable City standards.

H. Proof of Agency Financing

Agency's funding mechanism for its financial participation in Project shall be by way of advance of funds by Participant (hereinafter the "Participant Advance"). Participant has agreed to fund the Project through its independent resources and/or financing. Agency agrees to reimburse and repay the Participant for such advance as described herein. As used herein, the term "Agency Financing" shall mean the Participant Advance.

Because the Agency has no currently available funds and the ability to issue bonds is conditioned, in part, on the Participant's successful completion of the Project and its improvements to the adjacent building located at 1104 South Main Street (thus creating revenue allocation or tax increment funds), Agency is unable to directly finance a portion of the Project. The Participant, in order to enhance its development, has agreed to undertake the Project. In consideration of this activity by the Participant, Agency agrees to reimburse the Participant for a portion of the Project improvements in an amount not to exceed THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000), as set forth in **Attachment 3** of this Agreement. Agency agrees to issue its Limited Recourse Promissory Note upon the completion of the Project and its acceptance by the City of Moscow and any other state or local agency having jurisdiction and verification of costs as set forth herein, with such form of note set out in **Attachment 4** of this Agreement.

The Participant has agreed to advance funds for the Project. This Participant Advance shall be repaid by the Agency through an amount of fifty percent (50%) of revenue allocation (tax increment) funds actually received specifically from the land and improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho (Also referenced as Assessor Tax Parcels RPM00000173910 and RPM00000173755) until such Participant Advance is paid in full subject to the Verification of Costs in an amount not to exceed THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000), whichever is less. Such Participant Advance shall be defined by the Limited Recourse Promissory Note, the form of which is attached hereto as **Attachment 4**. The Participant Advance shall be repaid without interest. Agency reserves the right to prepay all or any portion of the Limited Recourse Promissory Note at any time by payment of the then principal amount. Agency shall disburse revenue allocation (tax increment) proceeds from 1104 South Main Street and 1014 South Main Street, Moscow, Idaho beginning with the first receipt of revenue allocation from Latah County after completion of the Project and acceptance of the same as required by this Agreement.

Participant and Agency contemplate the full reimbursement of the Participant Advance no later than December 31, 2024.

It is the specific intent of the parties that the Limited Recourse Promissory Note shall be paid from the tax increment monies, if any, which are paid or are payable to the Agency as a direct result of the land and improvements located at 1104 South Main Street and 1014

South Main Street, Moscow, Idaho. If, for any reason, the tax increment monies to be received by Agency as a direct result of the land and improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho are unpaid, reduced, curtailed, or limited in any material way by enactments, initiative, referendum, delinquency, or judicial decree, the Agency shall have no obligation to pay the tax increment obligation to the Participant as described in this Agreement from other sources or monies which Agency has or might hereinafter receive. 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 fifty percent (50%) of the tax increment monies received as described herein, from the time period specified or until the principal amount is paid, whichever occurs first. Agency's obligation shall only be to pay the above-described percentages of the amounts of tax increment monies received by Agency from the as a direct result of the land and improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho, notwithstanding said amount may be reduced, curtailed, or limited in any way, and there shall be no amounts added to the principal in the event the tax increment monies are reduced, curtailed, or limited in any way. Agency shall commence such payment pursuant to Section 5 of Exhibit 1 of the Promissory Note, after completion of the Project and acceptance of the Project improvements by the City of Moscow and any other state or local agency having jurisdiction and shall continue such payments until the final principal amount, as determined be the Verification of Costs (THREE HUNDRED AND FIFTY THOUSAND DOLLARS [\$350,000]), has been paid, or as of December 31, 2024, whichever occurs first.

I. Cost Certification, Agency Verification, and Agency Participation

1. Cost Certification

When the Project improvements have been accepted by the City of Moscow and any other state or local agency having jurisdiction, the Participant shall then submit to Agency an itemized list of Project costs Participant seeks Agency to reimburse. Such reimbursement request shall be made in the form of a Certification of Costs which shall require the Participant to certify actual costs. Agency shall review the Certification of Costs and issue a written Verification of Costs Statement to the Participant. If Agency disputes the Certification of Costs, Agency shall be responsible for the costs of submitting its response and corrected Certification of Costs to the Participant. If the Participant and Agency cannot thereafter agree upon the Certification of Costs, they shall invoke the dispute resolution process set forth in this Agreement.

2. Warranty

Participant warrants that the materials and workmanship employed in the environmental remediation activities and improvements to the public infrastructure, including roadway widening, curb line adjustment, sidewalk adjustments, traffic signal improvements and other associated intersection improvements to facilitate the addition of a southbound left turn lane into the Site shall be of good quality and

shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of twelve (12) months after completion of the Project and shall be independent of any other warranties required by the City of Moscow or any other state or local agency having jurisdiction. Provided, nothing herein shall limit the time within which Agency may bring an action against Participant on account of Participant's failure to otherwise construct such improvements in accordance with this Agreement.

3. Payment of Verified Costs

Agency shall pay only for those costs which are confirmed and verified by the Verification of Costs Statement as set forth in Subsection 1 above.

4. Amount of Participation by Agency

The exact amount of the participation by Agency shall be determined by the Verification of Costs Statement issued by Agency, provided that the total amount of participation by Agency shall not exceed THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000). Once the final participation amount is determined through the Verification of Costs process, the amount shall be reflected in the Limited Recourse Promissory Note **(Attachment 4)**, at which time the Note shall be issued and presented to the Participant.

J. Maintenance

The Participant recognizes Agency has no specific authority to accept maintenance responsibility of the Project improvements and that no agreement has been reached with Agency or City to accept any maintenance obligations for the Project improvements.

IV. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA

A. Agreement to Comply with Plan

Subject to its entitlements and permits obtained to develop the Project, Participant agrees and covenants to comply with all other provisions and conditions of the Legacy Crossing Urban Renewal Plan for the period of time such plan is in force and effect.

B. Insurance Requirements.

Participant shall, or through its contractor, agents, representatives, employees or subcontractors shall, at its sole cost, obtain and maintain in force for the duration of the construction of the improvements to the public infrastructure, including roadway widening, curb line adjustment, sidewalk adjustments, traffic signal improvements and other associated intersection improvements to facilitate the addition of a southbound left turn lane into the Site as part of the Project, insurance of the following types, with limits not

less than those set forth below against claims for injuries to persons or damages to property which may arise from, or in connection with, the construction of the above described work in this paragraph, Participant, its agents, representatives, employees or subcontractors:

1. Commercial General Liability Insurance (“Occurrence Form”) with a minimum combined single limit liability of \$1,000,000 per occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000. The policy shall name Agency as additional insureds.
2. Workers’ Compensation Insurance with at least the minimum coverages as required by law for the above described work.

B. Obligation to Refrain From Discrimination

Participant covenants and agrees for itself, its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, age, color, creed, religion, sex, marital status, handicap, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho, nor shall the Participant or any person claiming under or through the Participant establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

C. Form of Nondiscrimination and Nonsegregation Clause

The Participant shall not restrict the rental, sale, or lease of the land and improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho on the basis of race, color, creed, religion, age, sex, handicap, marital status, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: “The grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, age, handicap, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any person claiming under or through the grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or

vendees in the land herein conveyed. The foregoing covenants shall run with the land.”

2. In leases: “The lessee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through the lessee, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, age, religion, handicap, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee itself, or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.”

3. In contracts: “There shall be no discrimination against or segregation of any person or group of persons on account of race, age, color, creed, handicap, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through the transferee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.”

D. Effect and Duration of Covenants

The covenants against discrimination contained herein shall remain in effect in perpetuity. Remaining covenants contained in this Agreement shall remain in effect until December 31, 2032 (the termination date of the Urban Renewal Plan). The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the part of the Participant and any successors and assigns to the land and improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho or any part thereof, and the tenants, lessees, sublessees, and occupants of the land and improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho, for the benefit of and in favor of Agency, its successors and assigns, City, and any successor in interest thereto.

E. Local, State and Federal Laws

Participant shall carry out the construction of the Project improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

F. Taxes

1. Taxes Generally

Participant shall make commercially best efforts to pay when due all real estate and personal property taxes and assessments assessed and levied on Participant's ownership of the Site.

2. Delinquent Taxes

Participant recognizes the Agency has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of Agency to reimburse Participant for the Participant Advance is dependent on the ad valorem assessment and collection process. Therefore, in the event insufficient taxes are received by Agency because of non-payment, reduction of the tax levy rate or assessed values less than assumed by Agency and Participant or in the event of any tax delinquency by Participant or its successors or assigns to its interests in the land and improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho, Participant must elect to either pay the delinquent taxes or in-lieu-of taxes reflecting higher assessments or levy rate on behalf of those taxpayers or receive less reimbursement from Agency to pay the Participant Advance, but in no event shall Participant receive more than fifty percent (50%) of the incremental taxes actually received by Agency from the Site.

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said forty-five (45) day period, has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

1. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
2. The nondefaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.
3. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.

4. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party. Notwithstanding the above and stated in this Agreement, in no event shall either Party be entitled to consequential damages.

5. In the event Participant defaults under this Agreement, Agency (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, Agency's obligation for payment shall be deemed extinguished. In addition, if Agency funds shall have been paid, seek reimbursement of the grant funds.

B. Legal Actions

In addition to any other rights or remedies, any party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. Venue for such legal actions is the District Court of the County of Latah, State of Idaho. The nondefaulting party may also, at its option, cure the default and sue to collect the reasonable attorney's fees and costs incurred by virtue of curing or correcting the Party's breach.

1. Applicable Law

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

2. Acceptance of Service of Process

In the event any legal action is commenced by Participant against Agency, service of process on Agency shall be made by personal service upon the Executive Director of Agency or in such other manner as may be provided by law.

In the event any legal action is commenced by Agency against Participant, service of process on Participant shall be made by personal service upon Participant or in such other manner as may be provided by law and shall be valid whether made within or without the State of Idaho.

C. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

D. Damages

If Agency or Participant defaults with regard to any of the provisions of this Agreement, the nondefaulting party shall serve written notice as contained herein. If the default is not cured or commenced to be cured by the defaulting party within forty-five (45) days after service of the notice of default, the defaulting party shall be liable to the other party for any damages caused by such default.

E. Specific Performance

If Agency or Participant defaults under any of the provisions of this Agreement, the nondefaulting Party shall serve written notice of such default upon the defaulting Party. If the default is not commenced to be cured by the defaulting party within sixty (60) days of service of the notice of default, the nondefaulting Party, at the non-defaulting Party's option, may institute an action for specific performance of the terms of this Agreement or for other equitable relief.

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications between the Parties

Formal notices, demands, and communications between Agency and Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and Participant as set forth in this Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, Partnership, or association in which he/she is directly or indirectly interested.

Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

C. Non-liability of Agency Officials and Employees

No member, official, or employee of Agency shall be personally liable to Participant in the event of any default or breach by Agency or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

D. Successors and Assigns

This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

E. Attorney Fees and Costs

In the event that either party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing party, and such may be included to the judgment entered in such action.

F. Severability

If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

G. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

I. Dispute Resolution

In the event that a dispute arises between Agency and Participant regarding the application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in Idaho or the surrounding region or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

J. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by Agency and Participant.

K. Inspection of Books and Records

Agency has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Project.

L. Attachments and Exhibits Made a Part

All attachments and exhibits which are attached to this Owner Participation Agreement are made a part hereof by this reference.

VII. AMENDMENTS TO THIS AGREEMENT

Agency and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to Agency, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the Parties.

VIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement constitutes the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Participant.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

DATED this _____ day of _____, 2016.

Moscow Urban Renewal Agency (“Agency”)

By _____, Chair

FH Vandals, LLC (“Participant”)

By: Fields Holdings, LLC, a California limited liability company, its Manager

By: Eran Fields, its Managing Member

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Latah)

On this _____ day of _____, 2016, before me, _____, the undersigned notary public in and for said county and state, personally appeared Steve McGeehan, known or identified to me to be the Chair of the Moscow Urban Renewal Agency, the public body corporate and politic, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Agency and acknowledged to me that the governing board of such Agency authorized executed the same for the purposes herein contained.

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

Residing at _____
Commission Expires _____

STATE OF _____)
) ss.
County of Latah)

On this _____ day of _____, 2016, before me, _____, the undersigned notary public in and for said county and state, personally appeared Eran Fields, known or identified to me to be the Managing Member of the Manager of FH Vandals, LLC, an California limited liability company, and the person who signed the within instrument, and acknowledged to me that he has authority to execute and executed the foregoing instrument for the purposes therein contained.

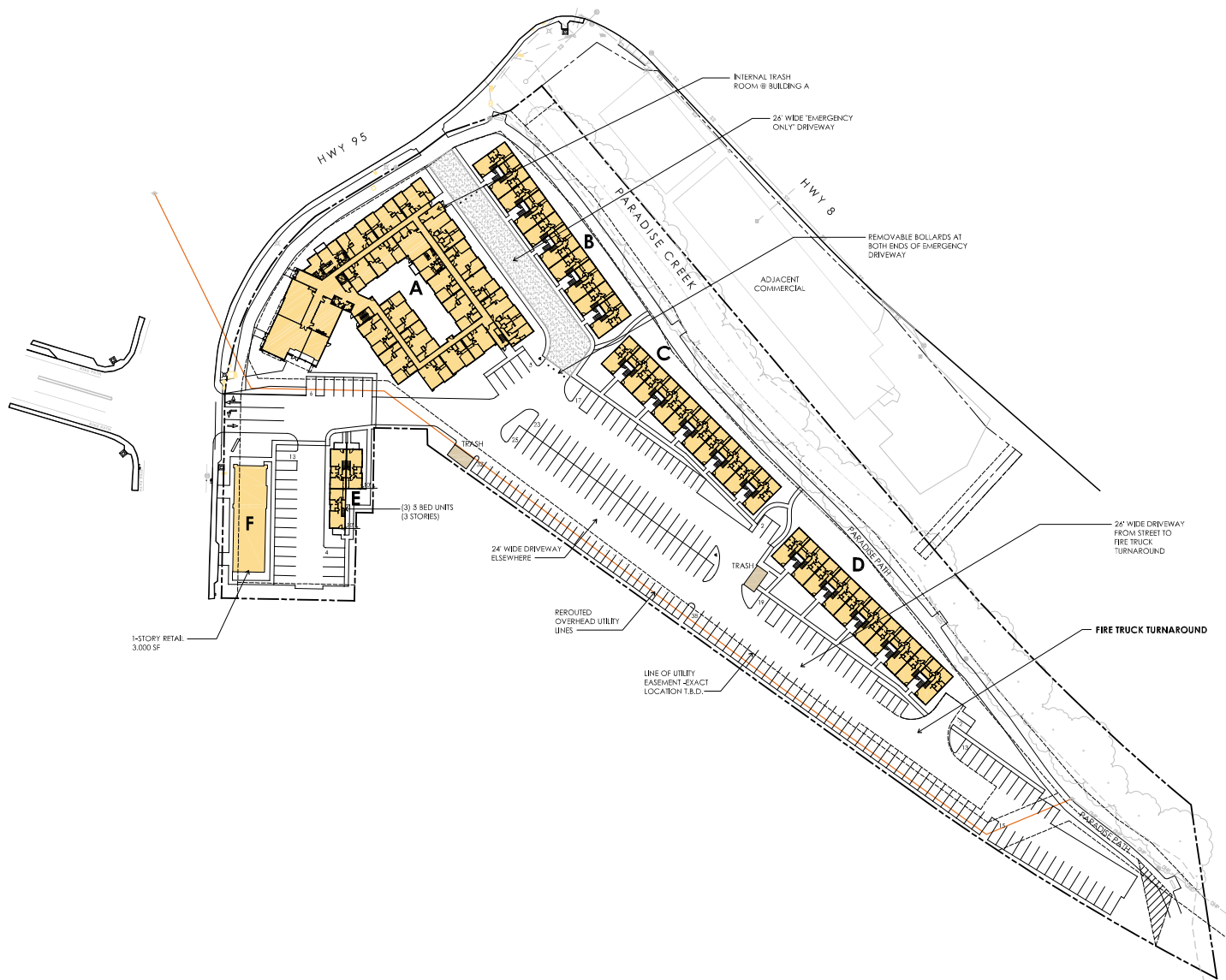
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Residing at _____
Commission Expires _____

Identity on Main

CORNER OF HWY 8 + HWY 95
MOSCOW, IDAHO





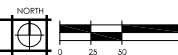
PROJECT STATISTICS

BUILDING A	4 STORIES	91 UNITS
BUILDING B	4 STORIES	20 UNITS
BUILDING C	4 STORIES	20 UNITS
BUILDING D	4 STORIES	20 UNITS
BUILDING E	3 STORIES	3 UNITS
BUILDING F	1 STORY	N/A (RETAIL)
TOTAL		154 UNITS

UNIT TYPE	QTY	BEDS	UNIT SF	TOTAL SF
1 BED FLAT	25	25	583 SF	14,575 SF
2 BED FLAT	57	114	773 SF	44,061 SF
3 BED FLAT	3	9	1,015 SF	3,045 SF
3 BED TH	30	90	1,066 SF	31,980 SF
4 BED FLAT	6	24	1,280 SF	7,680 SF
4 BED TH	30	120	1,260 SF	37,800 SF
5 BED TH	3	15	1,500 SF	4,500 SF
	154	397		143,641 SF

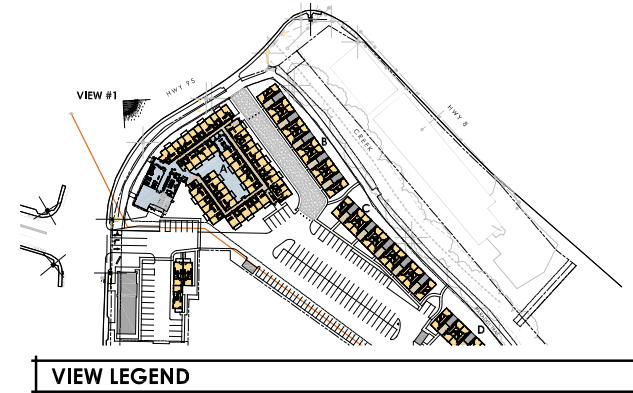
PARKING SPACES 214

SCHEMATIC SITE PLAN



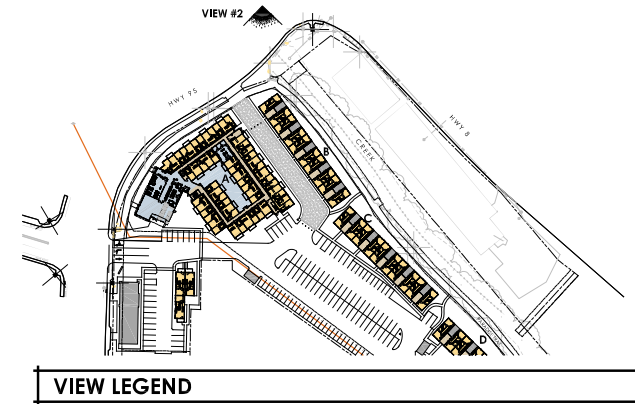
Corner of Hwys 8 & 95
Moscow, ID
for:
FH Vandals, LLC

DATE: JANUARY 28, 2014
SCALE: 1" = 100' @ 11x17
1" = 50' @ 24x36
A2.0



STREET VIEW #1 - HIGHWAY 95

	Corner of Hwys 8 & 95 Moscow, ID for: FH Vandals, LLC	DATE: JANUARY 28, 2016
		SCALE: NO SCALE
		SHEET: A3.0

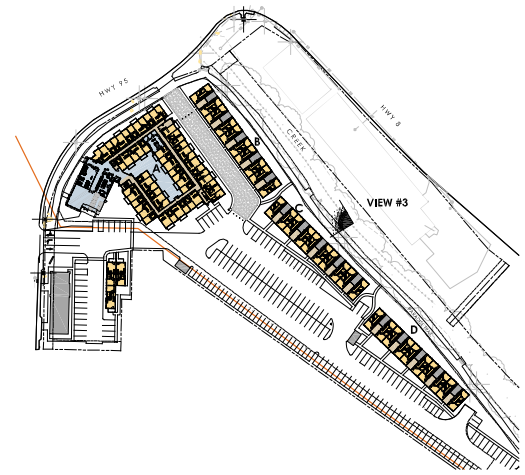


STREET VIEW #2 - CORNER OF HWY 8 + HWY 95



Corner of Hwys 8 & 95
Moscow, ID
for:
FH Vandals, LLC

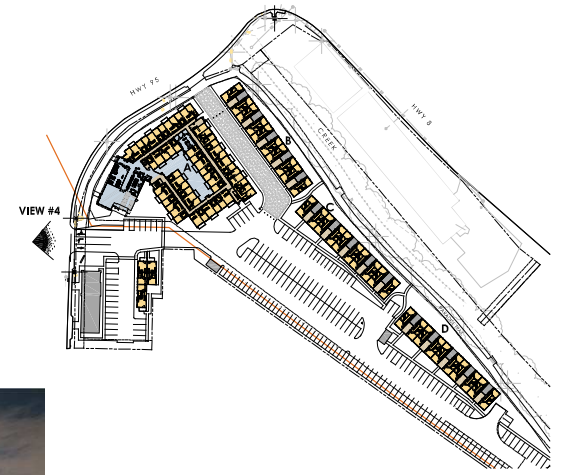
DATE: JANUARY 28, 2016
SCALE: NO SCALE
SHEET: **A3.1**



VIEW LEGEND

VIEW #3 - PARADISE TRAIL

	Corner of Hwys 8 & 95 Moscow, ID for: FH Vandals, LLC		DATE: JANUARY 28, 2014
			SCALE: NO SCALE
			A3.2

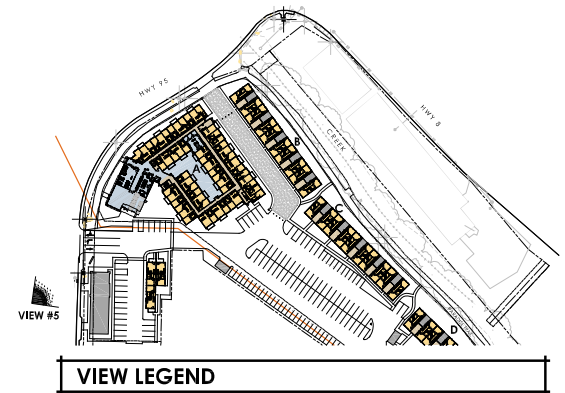


VIEW LEGEND



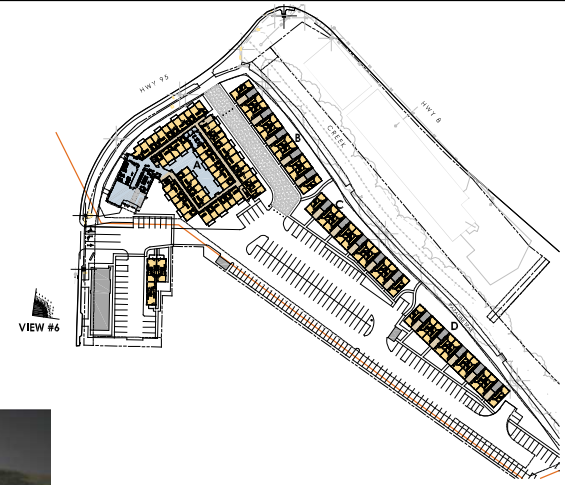
VIEW #4 - INTERSECTION OF SWEET AVE. + HWY 95 - MAIN ENTRY

	Corner of Hwys 8 & 95 Moscow, ID for: FH Vandals, LLC	
	DATE:	JANUARY 28, 2016
	SCALE:	NO SCALE
		A3.3



VIEW #5 - HWY 95 - MAIN ENTRY

	Corner of Hwys 8 & 95		DATE: JANUARY 28, 2016
	Moscow, ID		SCALE: NO SCALE
	for: FH Vandals, LLC		A3.4



VIEW #6

VIEW LEGEND

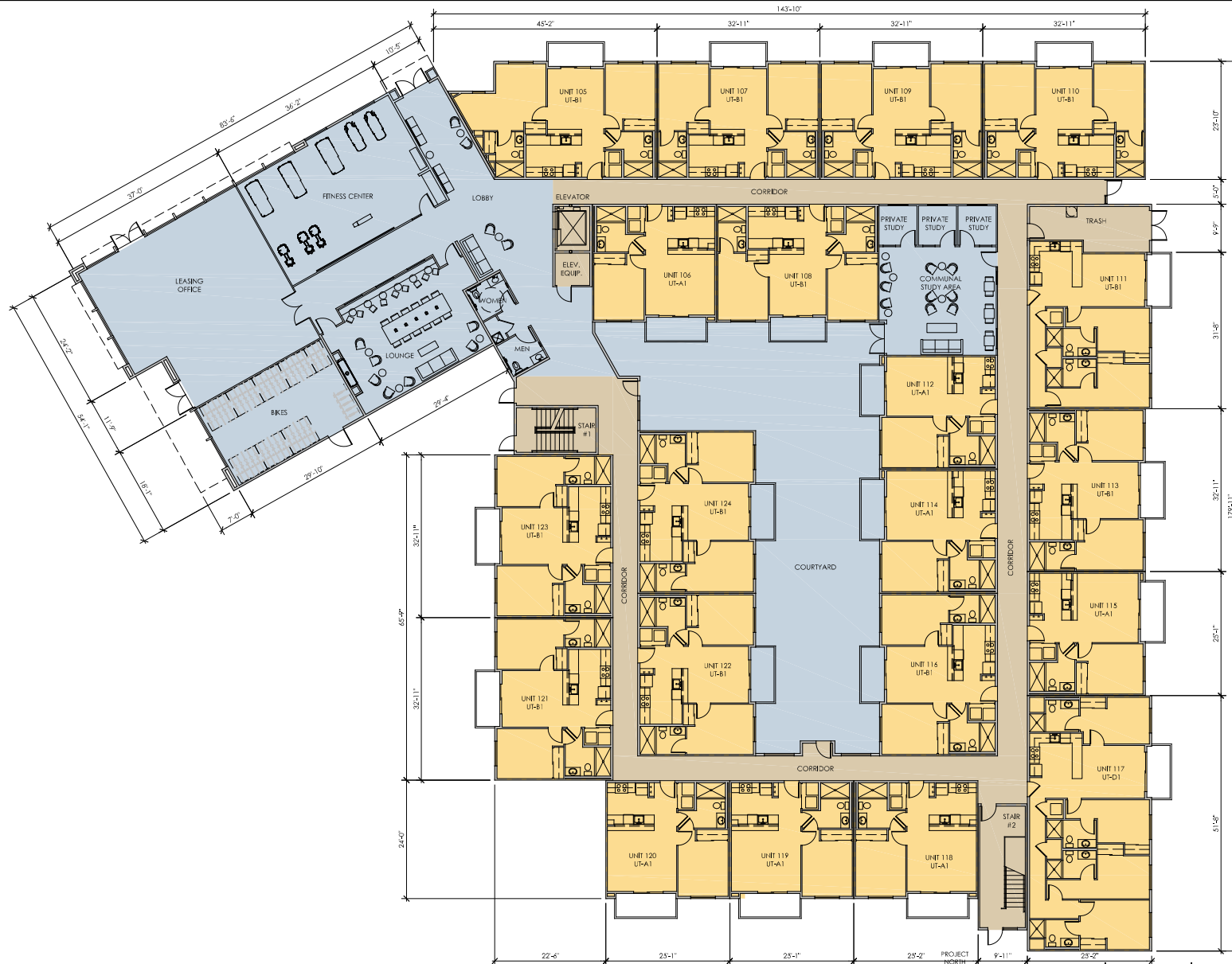


VIEW #6 - AERIAL VIEW OF PROJECT

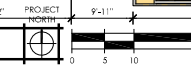


Corner of Hwys 8 & 95
Moscow, ID
for:
FH Vandals, LLC

DATE: JANUARY 28, 2016
SCALE: NO SCALE
SHEET: **A3.5**

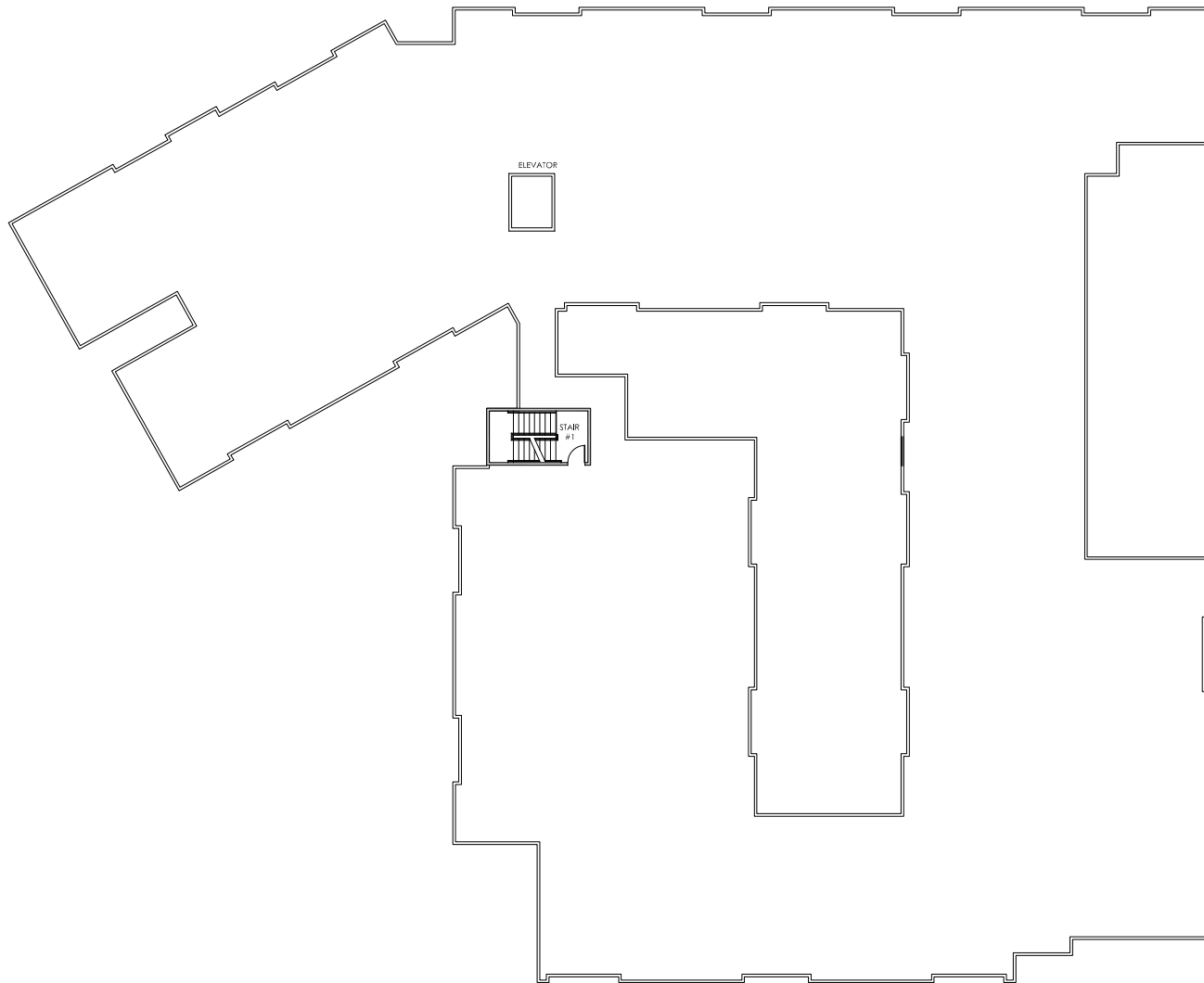


BUILDING A - FIRST FLOOR PLAN



Corner of Hwys 8 & 95
Moscow, ID
for:
FH Vandals, LLC

DATE: JANUARY 28, 2016
SHEET: 1" = 20' @ 11x17
1" = 10' @ 24x36
A4.0

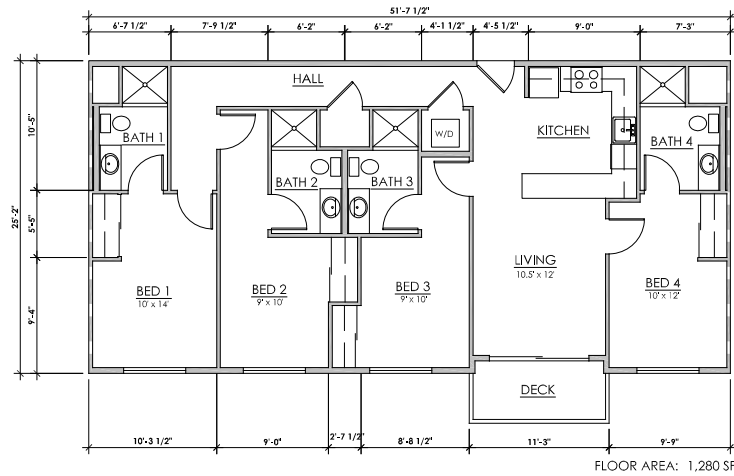


BUILDING A - ROOF PLAN

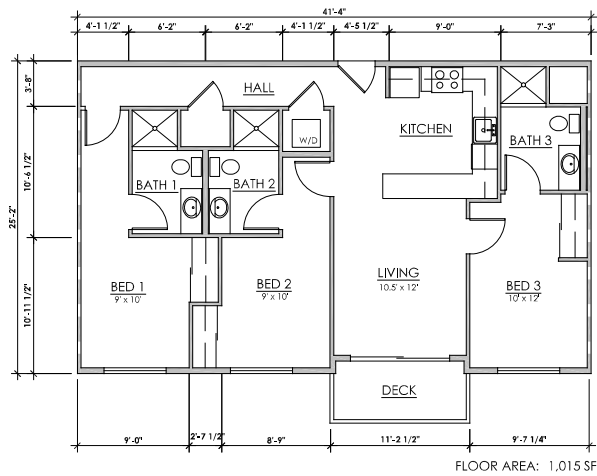


Corner of Hwys 8 & 95
Moscow, ID
for:
FH Vandals, LLC

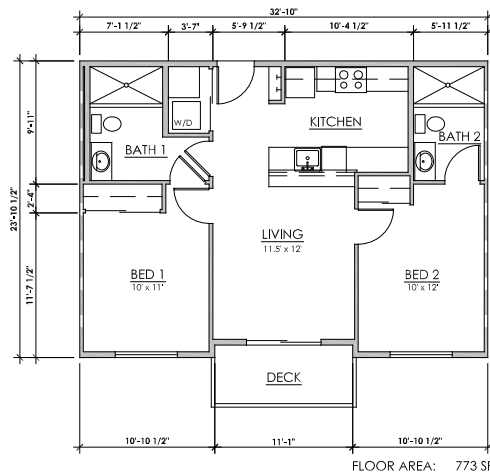
DATE: JANUARY 28, 2016
SHEET: 1" = 20' @ 11x17
1" = 10' @ 24x36
A4.4



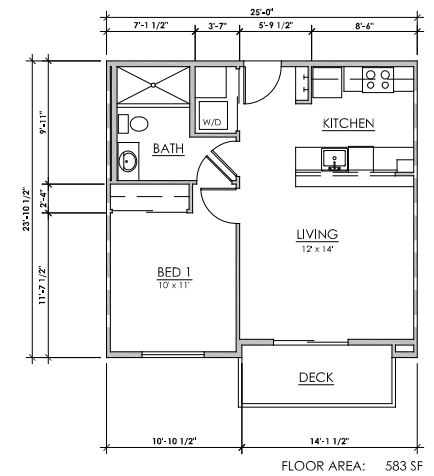
UNIT TYPE D1 - FLOOR PLAN



UNIT TYPE C1 - FLOOR PLAN



UNIT TYPE B1 - FLOOR PLAN



UNIT TYPE A1 - FLOOR PLAN

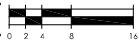



Corner of Hwys 8 & 95
Moscow, ID
for:
FH Vandals, LLC

DATE: JANUARY 28, 2014
SCALE: 1" = 10' @ 11x17
1" = 8' @ 24x36
DRAWN: **A4.5**



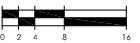
BUILDING A - NORTH ELEVATION (HIGHWAY 95)



	<p>Corner of Hwys 8 & 95 Moscow, ID for: FH Vandals, LLC</p>	<p>DATE: JANUARY 28, 2016</p>
		<p>SCALE: 1/16" = 1'-0" @ 11x17</p>
		<p>1/8" = 1'-0" @ 24x36</p> <p>A5.0</p>



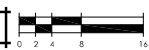
BUILDING A - EAST ELEVATION



	Corner of Hwys 8 & 95 Moscow, ID	DATE: JANUARY 28, 2016 SCALE: 1/16" = 1'-0" @ 11x17 DRAW: 1/16" = 1'-0" @ 24x36
	for: FH Vandals, LLC	
		A5.1



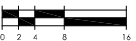
BUILDING A - SOUTH ELEVATION



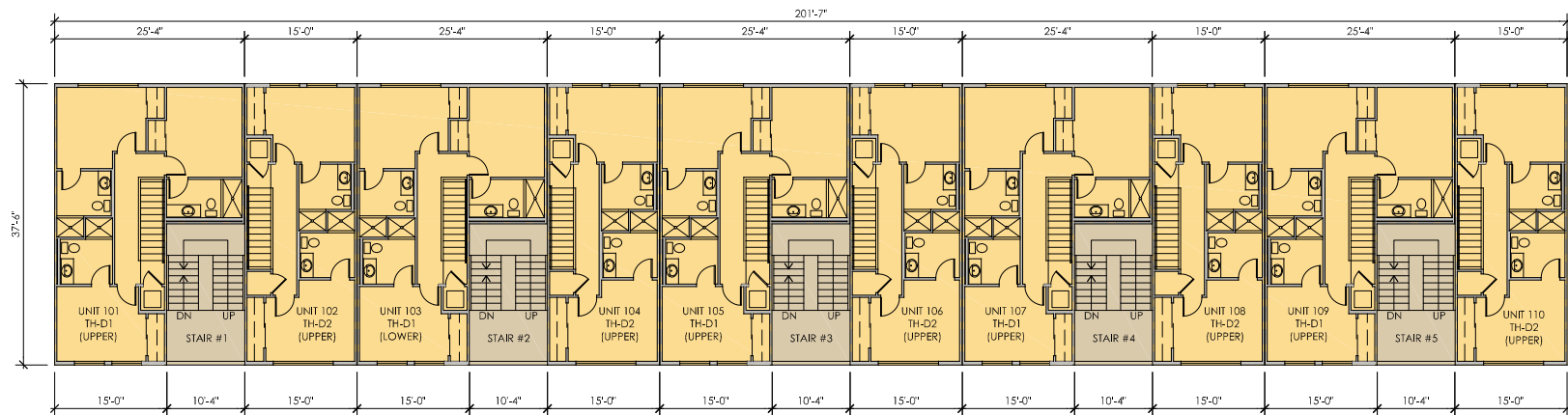
	<p>Corner of Hwys 8 & 95 Moscow, ID for: FH Vandals, LLC</p>	<p>DATE: JANUARY 28, 2016 SCALE: 1/16" = 1'-0" @ 11x17 SHEET: 1/18" = 1'-0" @ 24x36 A5.2</p>
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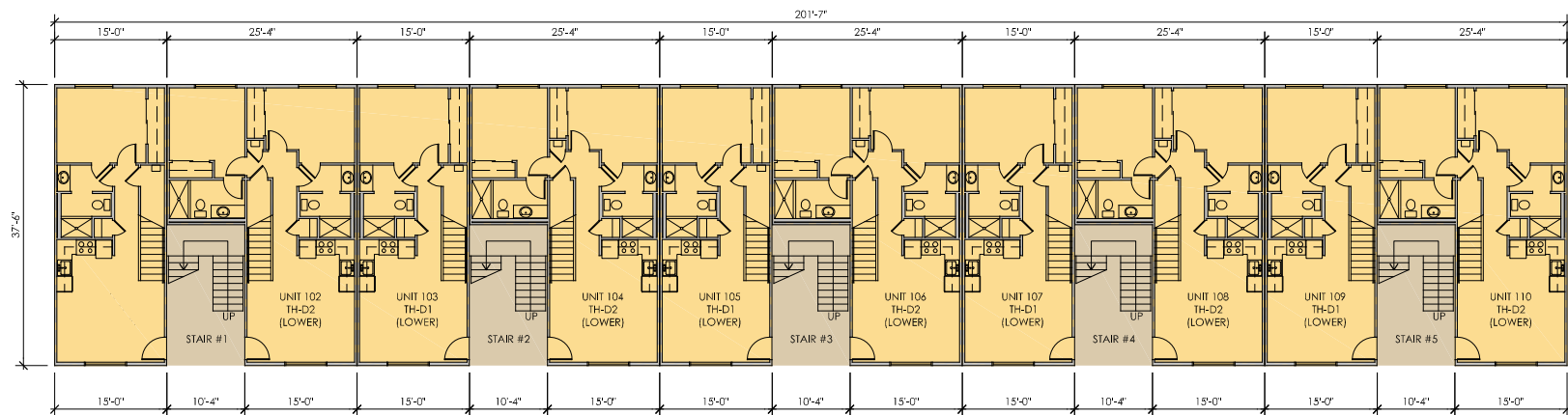
BUILDING A - WEST ELEVATION



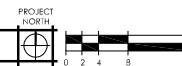
	Corner of Hwys 8 & 95 Moscow, ID for: FH Vandals, LLC	DATE: JANUARY 28, 2016
		SCALE: 1/16" = 1'-0" @ 11x17 1/8" = 1'-0" @ 24x36
		SHEET: A5.3




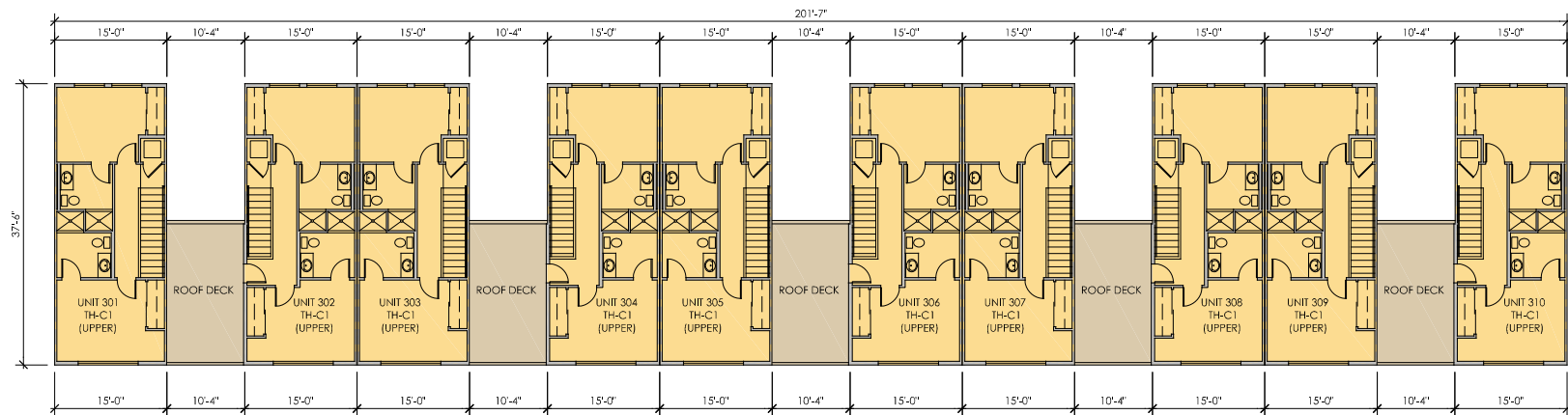
BUILDINGS B, C & D - SECOND FLOOR PLAN



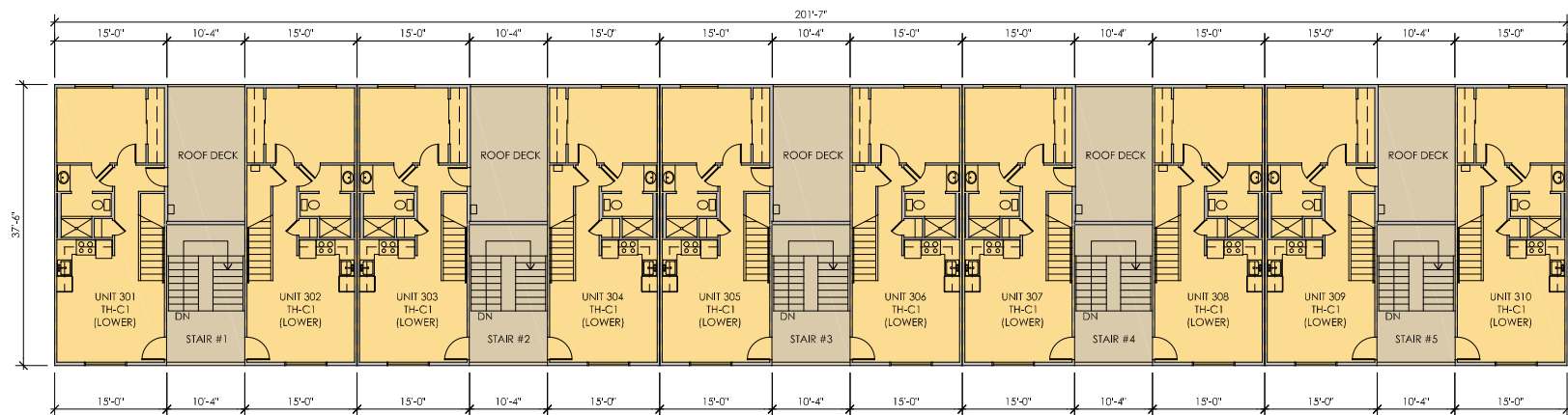
BUILDINGS B, C & D - FIRST FLOOR PLAN



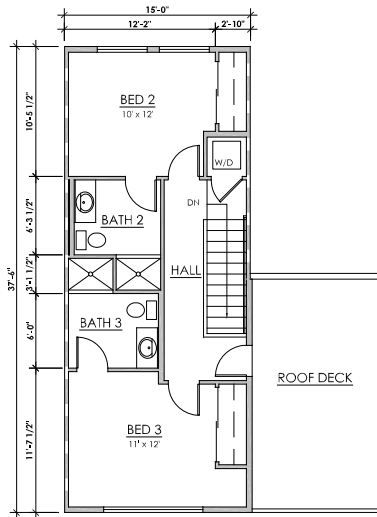
	<u>Corner of Hwys 8 & 95</u> Moscow, ID for FH Vandals, LLC	Date: JANUARY 28, 2016
		Scale: 1/16" = 1'-0" @ 11x17 1/32" = 1'-0" @ 24x36
		Sheet: A6.0



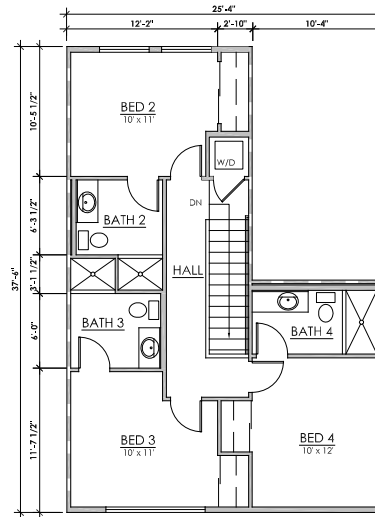
BUILDINGS B, C & D - FOURTH FLOOR PLAN



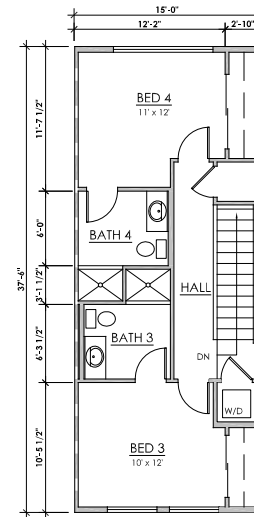
BUILDINGS B, C & D - THIRD FLOOR PLAN



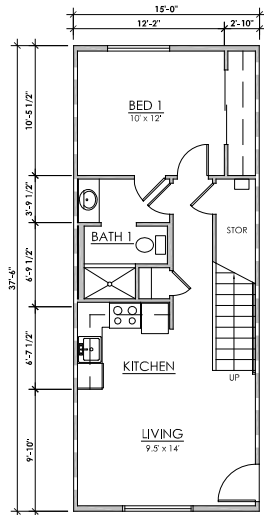
TOWNHOUSE TYPE C1 - UPPER LEVEL



TOWNHOUSE TYPE D1 - UPPER LEVEL

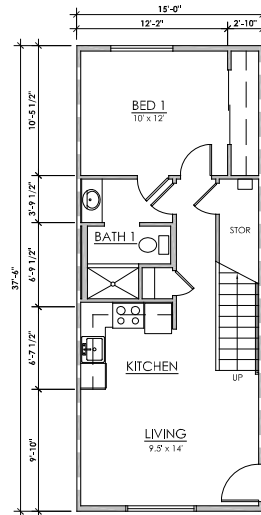


TOWNHOUSE TYPE D2 - UPPER LEVEL



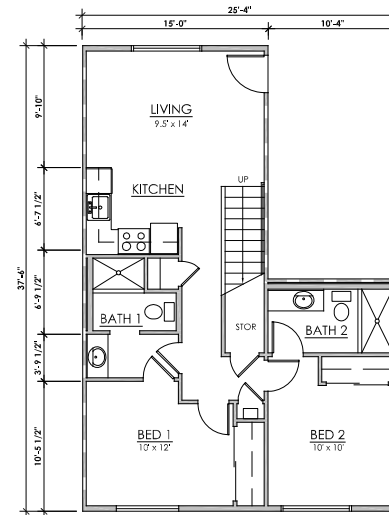
LOWER FLOOR: 559 SF
UPPER FLOOR: 507 SF
TOTAL: 1,066 SF

TOWNHOUSE TYPE C1 - LOWER LEVEL



LOWER FLOOR: 559 SF
UPPER FLOOR: 706 SF
TOTAL: 1,265 SF

TOWNHOUSE TYPE D1 - LOWER LEVEL



LOWER FLOOR: 753 SF
UPPER FLOOR: 507 SF
TOTAL: 1,260 SF

TOWNHOUSE TYPE D2 - LOWER LEVEL

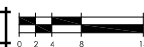



Corner of Hwys 8 & 95
Moscow, ID
for:
FH Vandals, LLC

DATE: JANUARY 28, 2014
SCALE: 1" = 10' @ 11x17
1" = 25' @ 26x36
SHEET: **A6.2**



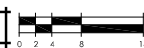
BUILDINGS B & D - NORTH ELEVATION




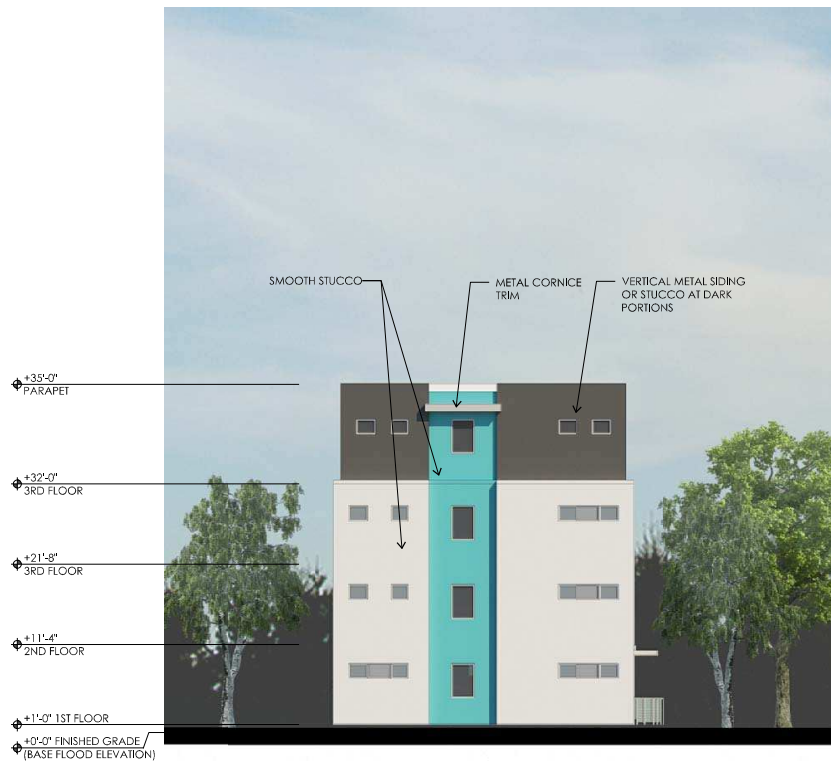
	Corner of Hwys 8 & 95 Moscow, ID for: FH Vandals, LLC	DATE: JANUARY 28, 2016
		SCALE: 1/16" = 1'-0" @ 11x17 1/8" = 1'-0" @ 24x36
		SHEET: A7.0



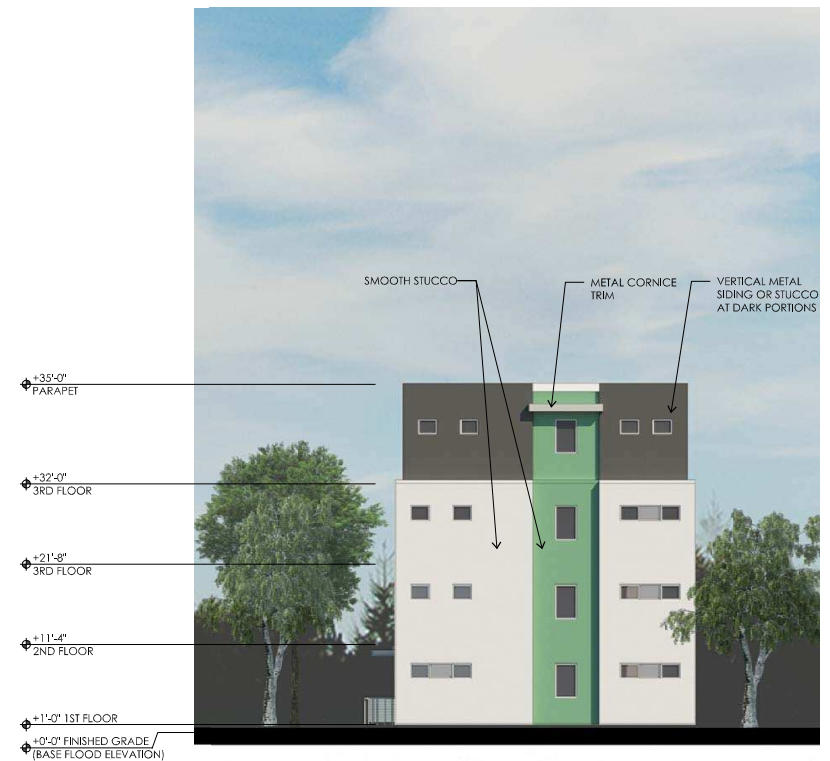
BUILDINGS B & D - SOUTH ELEVATION



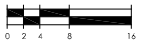
	Corner of Hwys 8 & 95 Moscow, ID for: FH Vandals, LLC		DATE: JANUARY 28, 2016 SCALE: 1/16" = 1'-0" @ 11x17 1/8" = 1'-0" @ 24x36
			A7.1



BUILDINGS B & D - EAST ELEVATION

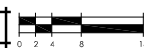



BUILDINGS B & D - WEST ELEVATION





BUILDINGS C - NORTH ELEVATION




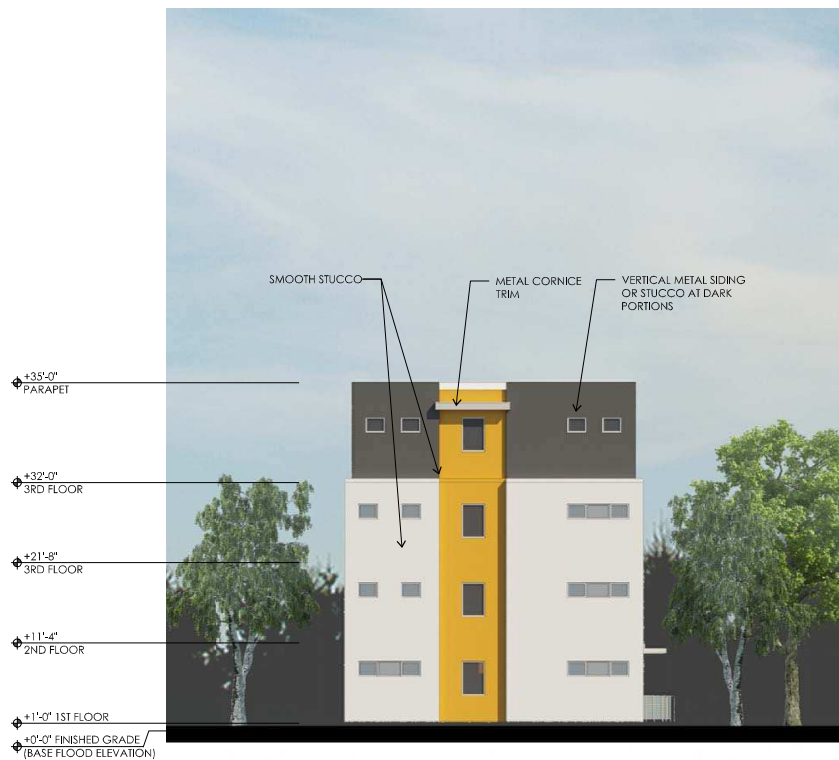
	Corner of Hwys 8 & 95 Moscow, ID for: FH Vandals, LLC	DATE: JANUARY 28, 2016
		SCALE: 1/16" = 1'-0" @ 11x17 1/8" = 1'-0" @ 24x36
		A7.3



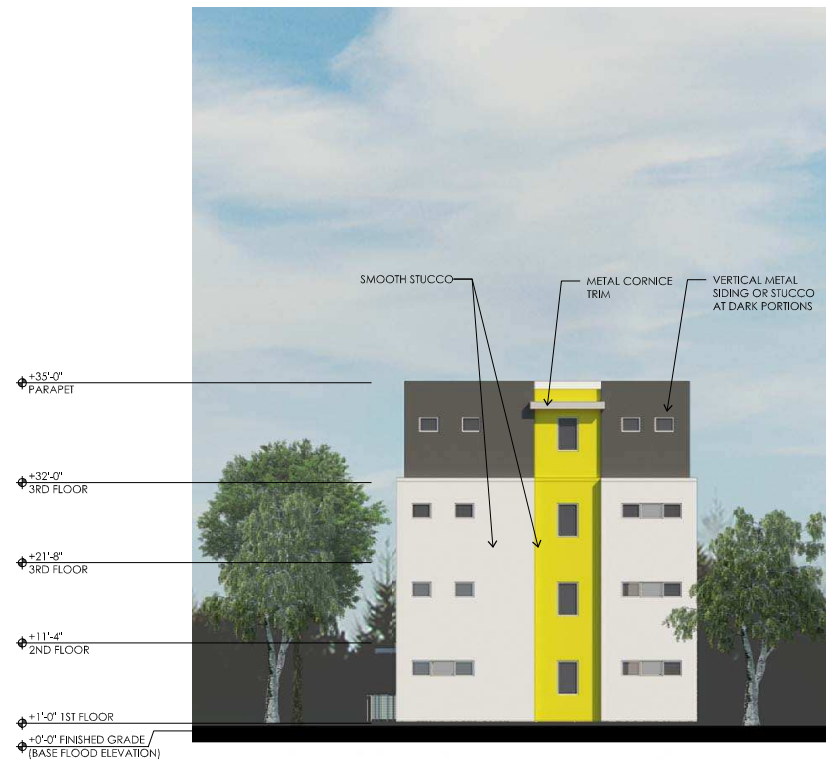
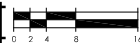
BUILDINGS C - SOUTH ELEVATION



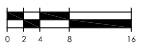
	Corner of Hwys 8 & 95 Moscow, ID for: FH Vandals, LLC	DATE: JANUARY 28, 2016
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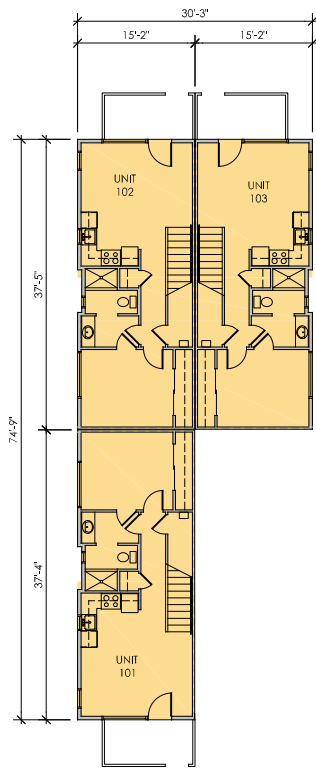


BUILDINGS C - EAST ELEVATION

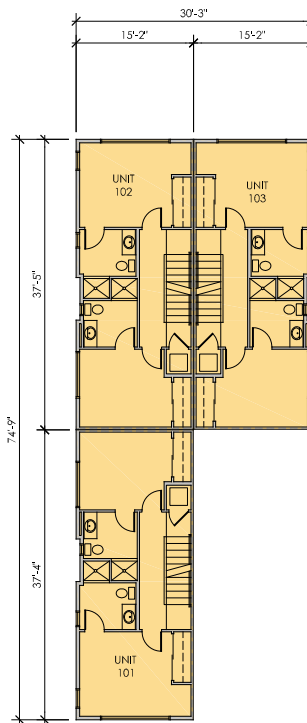
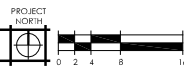


BUILDINGS C - WEST ELEVATION

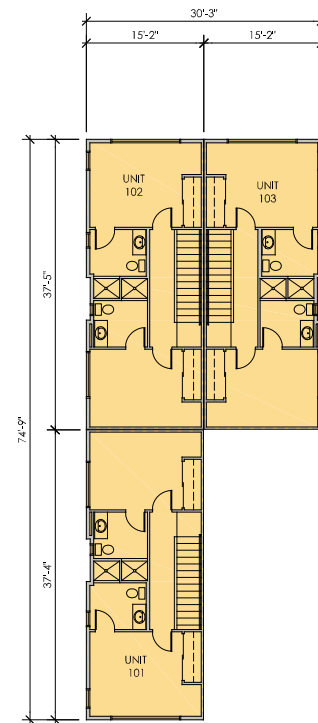
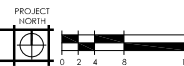




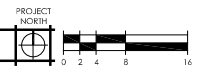
BUILDING E - FIRST FLOOR PLAN

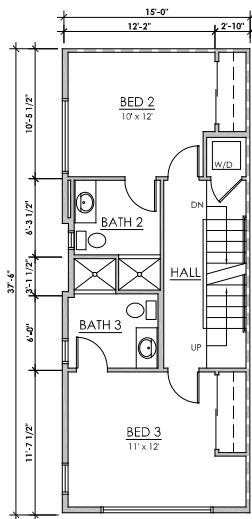


BUILDING E - SECOND FLOOR PLAN

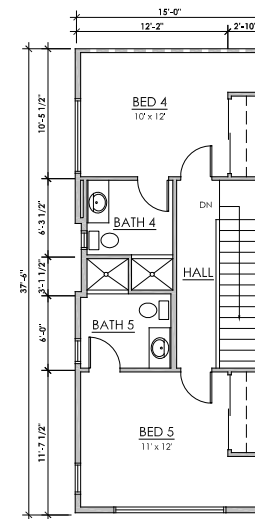


BUILDING E - THIRD FLOOR PLAN

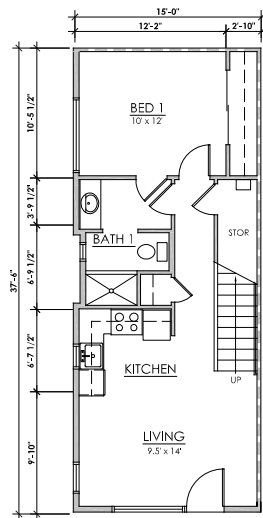




BUILDING E - SECOND FLOOR PLAN




BUILDING E - THIRD FLOOR PLAN



1st FLOOR: 559 SF
 2nd FLOOR: 507 SF
 3rd FLOOR: 507 SF
 TOTAL: 1,573 SF

BUILDING E - FIRST FLOOR PLAN



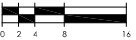
	Corner of Hwys 8 & 95 Moscow, ID	DATE: JANUARY 28, 2016 SCALE: 1/16" = 1'-0" @ 11x17 DRAWN: 1/16" = 1'-0" @ 24x36
	for:	A8.1
	FH Vandals, LLC	

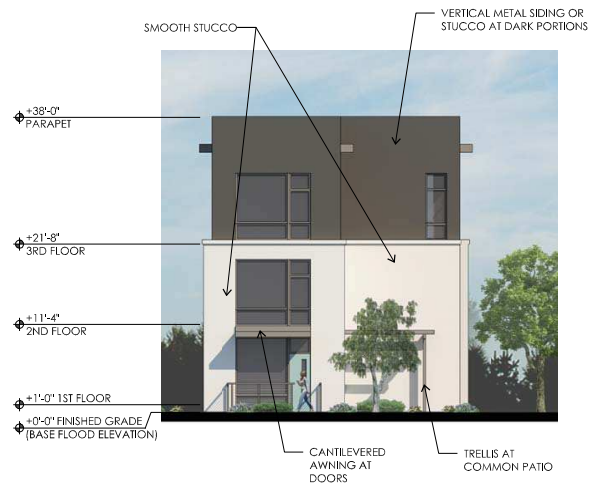


BUILDINGS E - NORTH ELEVATION

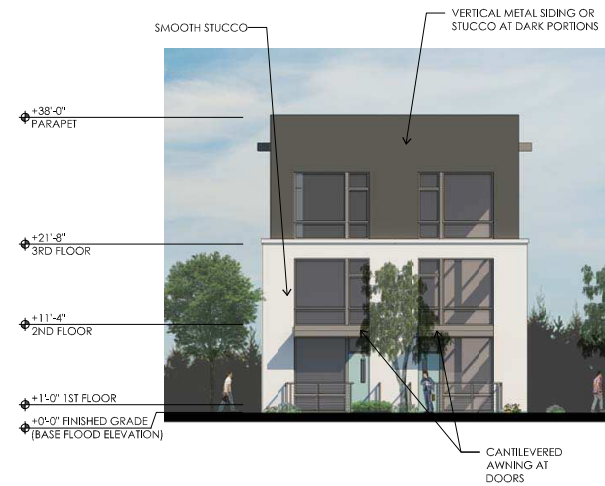
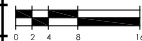


BUILDINGS E - SOUTH ELEVATION



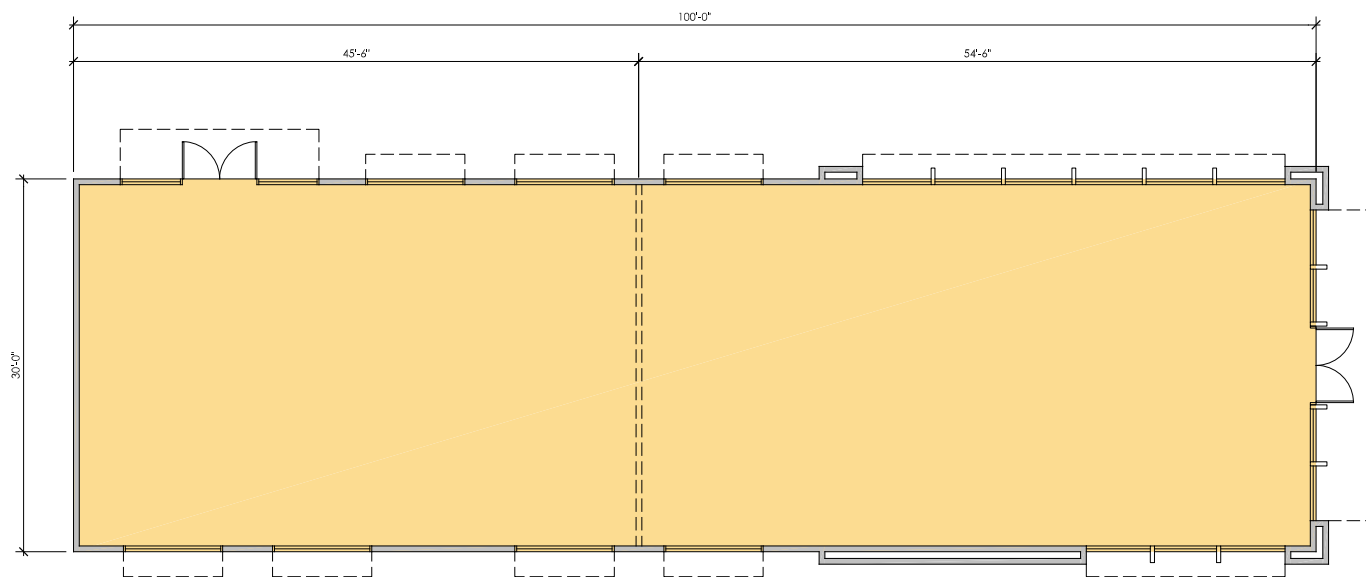


BUILDINGS E - EAST ELEVATION

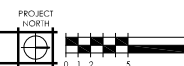


BUILDINGS E - WEST ELEVATION





BUILDINGS F - FIRST FLOOR PLAN

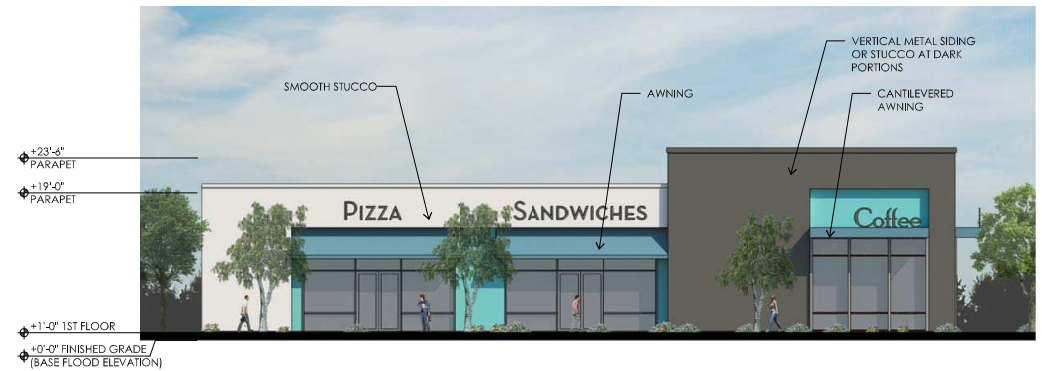


Corner of Hwys 8 & 95
Moscow, ID
for:
FH Vandals, LLC

DATE: JANUARY 28, 2014
SCALE: 1/16" = 1'-0" @ 11x17
1/32" = 1'-0" @ 24x36
SHEET: **A10.0**



BUILDINGS F - NORTH ELEVATION

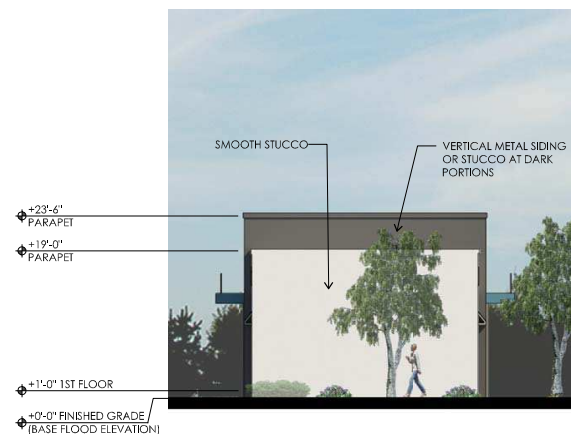


BUILDINGS F - SOUTH ELEVATION

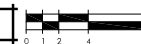




BUILDINGS F - EAST ELEVATION



BUILDINGS F - WEST ELEVATION



Attachment 2

Project Description

The proposed Project includes the redevelopment of the Site which contains an approximate 5.49 acre parcel and a 0.55 acre parcel of land with a mixed use project to include approximately 150-154 dwelling units with community facilities and amenities and approximately 3,000 square feet of retail space as illustrated in Attachment 1 of this Agreement.

The Project also requires the environmental remediation of the subject property and certain improvements to the public infrastructure, including roadway widening, curb line adjustment, sidewalk adjustments, traffic signal improvements and other associated intersection improvements to facilitate the addition of a southbound left turn lane into the Site in order to facilitate the Project.

Attachment 3

Agency Reimbursement of Project Improvement Costs

Generally, the objective of the funding of a portion of the Project improvements is to fund those activities, which comply with the eligibility criteria set forth in the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (the "Law"), the Idaho Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the "Act"), and the objectives of the Urban Renewal Plan. The extent and amount of such activities and funding by the Agency shall be determined as the Project is constructed. Such determination will be based upon the eligibility of those activities under the statutes and Urban Renewal Plan described above and the reasonable expenses for such activity. Agency and Participant shall review such activities prior to their construction and provide a written record of the determination.

The Agency shall reimburse certified expenses of the Project related to the excavation and disposal of contaminated soils (in accordance with an environmental cleanup plan to be developed and approved by the Idaho Department of Environmental Quality) and the replacement of said material with clean structural fill, and the construction of public improvements contained and contemplated in the "Project Design Diagram" attached to this Agreement as **Attachment 1** which is incorporated herein by reference, and as more particularly described in the "Description of the Project," attached hereto as **Attachment 2** which is incorporated herein by reference, including, but not limited to: curb demolition and reconstruction, stormwater system adjustments, roadway widening, and traffic control system adjustments necessary to install a southbound left turn lane upon South Main Street/U.S. 95 to provide safe access into the Site. A detailed cost estimate of these expenses is shown below.

Agency's commitment shall be limited to eligible activities authorized by the Law, the Act, and the Urban Renewal Plan, as well as the reasonable costs of such activity as more particularly described above. The amount of funding by Agency for such activities and improvements set forth above shall be limited to a determination of the amount of tax increment received from the improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho with the limitation (unless Agency, in its sole discretion, determines to use other proceeds available to it for such purpose) of committing no more than fifty percent (50%) of the increment received from the land and improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho as more particularly defined in the Owner Participation Agreement. Provided, further, Agency's commitment in no event shall exceed THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000).

1014 & 1102 Agency Reimbursement Project Improvement Cost Estimate					
Environmental Remediation Cost Estimate					
<u>Item No.</u>	<u>Item Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Cleanup Plan Development	LS	1	\$ 5,500.00	\$ 5,500.00
2	Mobilization	LS	1	\$ 6,200.00	\$ 6,200.00
3	Construction Fencing	LS	1	\$ 2,500.00	\$ 2,500.00
4	Traffic Control	LS	1	\$ 3,600.00	\$ 3,600.00
5	Erosion Control and Inlet Protection	LS	1	\$ 2,500.00	\$ 2,500.00
6	Building Demolition	LS	1	\$ 17,500.00	\$ 17,500.00
7	Excavation	CY	3,750	\$ 8.50	\$ 31,875.00
8	Geotextile	SY	1,200	\$ 1.25	\$ 1,500.00
9	Crushed Aggregate Structural Fill	TONS	1,563	\$ 20.00	\$ 31,250.00
10	General Structural Fill	CY	2,500	\$ 8.00	\$ 20,000.00
11	Contaminated Soil Disposal	CY	3,750	\$ 32.00	\$ 120,000.00
12	Environmental Observation and Testing	LS	1	\$ 5,000.00	\$ 5,000.00
13	Geotechnical Observation and Testing	LS	1	\$ 3,500.00	\$ 3,500.00
	Contingency	%	10		\$ 25,092.50
				Total	\$ 276,017.50
Intersection Modification Cost Estimate					
<u>Item No.</u>	<u>Item Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00
2	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00
3	Hyrdoseeding	SY	150	\$ 5.00	\$ 750.00
4	Removal of Existing Concrete	SY	200	\$ 8.00	\$ 1,600.00
5	Removal of Existing Asphalt	SY	100	\$ 8.00	\$ 800.00
6	New Curb and Gutter	LF	250	\$ 30.00	\$ 7,500.00
7	Concrete Sidewalk	SY	200	\$ 48.00	\$ 9,600.00
8	Asphalt Pavement	SY	300	\$ 50.00	\$ 15,000.00
9	Striping	LF	900	\$ 5.00	\$ 4,500.00
10	Traffic Signal Modifications	LS	1	\$ 15,000.00	\$ 15,000.00
	Contingency	%	10		\$ 6,775.00
				Total	\$ 74,525.00
				Grand Total	\$ 350,542.50

Attachment 4

LIMITED RECOURSE PROMISSORY NOTE

This Limited Recourse Promissory Note (the “Note”) is entered into as of the _____ day of _____, 2016, between the MOSCOW URBAN RENEWAL AGENCY, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”) (“Borrower”), and FH Vandals, LLC, an Idaho Limited Liability Company (“Lender”).

WITNESSETH:

For One Dollar (\$1.00), 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) “Agreement” means that Owner Participation Agreement between Borrower and Lender dated August _____, 2016.

(b) “Private Development” means the new development initiated and completed by Lender consisting of the land and improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho as defined in the Agreement which generates additional assessed value and ad valorem taxes in excess of the base value, and for purposes of this Note is fifty percent (50%) of the revenue allocation (tax increment) funds actually received specifically from the land and improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho.

(c) “Resolution” means Resolution No. 2016-__, adopted by the Borrower on _____, 2016, and as supplemented or restated, pursuant to which this Note was authorized.

(d) “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.

(e) “Urban Renewal Plan” 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.

(f) “Urban Renewal Project” 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 THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) upon completion of the Project Improvements and Verification of Costs as defined in the executed Agreement, and continuing until December 31, 2024. The principal sum shall bear no interest.

In conjunction with its receipt of revenue allocation proceeds from the Private Development, 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(b), commencing from the first date the Agency receives tax increment monies received specifically from the land and improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho, until the principal amount of THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000), has been paid, or December 31, 2024, whichever occurs first. Agency shall have no obligation to make tax increment payments to the Participant for taxes collected and paid to Agency from the Private Development beyond the term described herein.

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

3. **Default.** Provided that Borrower has received revenue allocation proceeds from the Private Development sufficient to make semi-annual payments of fifty percent (50%) of the tax revenue allocation proceeds from the Private Development, 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, 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
4. **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 from the Private Development, as the same are generated from time to time for the period necessary to obtain full payment of all principal payable under this Note. As of December 31, 2024 (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. The Borrower's obligations hereunder are specifically limited to the obligations contained in Exhibit 1 attached hereto and incorporated herein by reference.

5. **Assignment of Revenue Allocation.** Borrower hereby absolutely, unconditionally, and irrevocably transfers, assigns, and sets over to Lender fifty percent (50%) of the tax revenue allocation proceeds from the Private Development for the term of this Note until such time as all such amounts due hereon are paid in full, or until December 31, 2024, whichever is earlier.
6. **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 on this Note.
7. **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.
8. **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.
9. **Subordination.** Lender specifically acknowledges, recognizes, and consents to the subordination of this Note to Agency's other obligations as listed herein:
 - Legacy Crossing Bond Series 2010
 - Obligation to Latah County for Reimbursement of Tax Increment Revenues per the Release Settlement Agreement

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

BORROWER:
MOSCOW URBAN RENEWAL AGENCY

By: _____
Steve McGeehan, MURA Chair

ATTEST:

By: _____
Gary J. Riedner, Interim MURA Treasurer

LENDER:
FH Vandals, LLC ("Participant")

By: Fields Holdings, LLC, a California limited liability
company, its Manager

By: Eran Fields, its Managing Member

APPROVED AS TO FORM:

By: _____
Meghan S. Conrad, MURA Attorney

Exhibit 1 to the Promissory Note

Description of Financing of Project Improvements

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

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 specifically from the land and improvements located at 1104 South Main Street and 1014 South Main Street, Moscow, Idaho following the construction of the Project by the Participant according to the terms and conditions described herein. The revenue allocation proceeds are to be used to reimburse the Participant for the eligible costs of the Project, 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 Participant herein described are the revenue allocation proceeds 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 revenue allocation proceeds 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 revenue allocation proceeds 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. Contingencies of Payment

Participant understands that Agency is entitled to receive revenue allocation proceeds pursuant to Idaho Code § 50-2908, which are to be paid to the Agency by Latah County. Participant understands that the revenue allocation proceeds 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 Law, the Act, and the Urban Renewal Plan. Participant has investigated the provisions of Idaho laws governing the receipt of revenue allocation proceeds by Agency and assumes all risk that the anticipated revenue allocation proceeds derived from the Private Development to be constructed by Participant on the Site and in conformance with the Urban Renewal Plan will be paid to Agency and, if paid, that the amount of revenue allocation proceeds 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 Law, the Act, or other tax statutes which would affect or impair either Agency's right or ability to receive the aforesaid revenue allocation proceeds 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 revenue allocation proceeds 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 revenue allocation proceeds, 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 revenue allocation proceeds anticipated to be received by Agency as a direct result of the Private Development to be constructed by Participant 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 fifty percent (50%) of the revenue allocation proceeds received by Agency from the Private Development Site, which Agency receives as set forth in the Act, Agency adopted policy, or Urban Renewal Plan, commencing upon receipt of revenue allocation proceeds received by Agency from the Private Development Site, after the completion, acceptance, and verification of the of the cost of such improvements, the Private Development, and fifty percent (50%) thereafter for a period through December 31, 2024, 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 fifty percent (50%) of the overall revenue allocation proceeds 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 revenue allocation proceeds received by Agency, notwithstanding said amount may be reduced, curtailed, or limited in any way, and there shall be no interest, compounding of interest or amounts added to the principal in the event the revenue allocation proceeds 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 January and July of each year from the ad valorem taxes 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.

c. The revenue allocation proceeds resulting from the incremental increase in assessed value of the Site as a result of the construction 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 revenue allocation proceeds, commencing from the first date Agency receives tax increment monies from the Site after completion of the components of the Agency Funded Improvements and the associated Private Development for which a Certificate of Completion has been issued for the period as described in the Agreement, or until the principal amount or the amount adjusted 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 December 31, 2024.

e. The payments to Participant are secured solely by a pledge of Agency of the revenue allocation proceeds 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 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 substantially 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 and/or the Certificate of Completion is issued. 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.

**MOSCOW URBAN RENEWAL AGENCY
RESOLUTION NO. 2016 –01**

A RESOLUTION OF THE MOSCOW URBAN RENEWAL AGENCY, AUTHORIZING THE APPROVAL AND ACCEPTANCE OF AN OWNER PARTICIPATION AGREEMENT AND RELATED PROMISSORY NOTE BY AND BETWEEN THE MOSCOW URBAN RENEWAL AGENCY AND FH VANDALS, LLC FOR ENVIRONMENTAL REMEDIATION AND PUBLIC IMPROVEMENTS TO THE PUBLIC RIGHT-OF-WAY ADJACENT TO 1104 AND 1014 SOUTH MAIN STREET, MOSCOW, IDAHO; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

THIS RESOLUTION, made on the date hereinafter set forth by the Moscow Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency for Moscow, Idaho, (hereinafter referred to as the “Agency”):

WHEREAS, the Moscow City Council adopted its Ordinance No. 2008-10 on June 2, 2008, approving the Legacy Crossing Urban Renewal District Redevelopment Plan (hereinafter the “Urban Renewal Plan”); and

WHEREAS, Section 504 of the Urban Renewal Plan authorizes Agency to use revenue allocation financing to fund specific projects and improvements to implement the Urban Renewal Plan; and

WHEREAS, FH Vandals LLC owns and controls the real property located at 1104 and 1014 S. Main Street, Moscow, Idaho (also referenced as Assessor Tax Parcels RPM00000173910 and RPM00000173755), (hereinafter the “Site”) upon which FH Vandals LLC proposes to construct improvements, investing significant resources in the project; and

WHEREAS, the soils and groundwater upon a portion of the Site are significantly contaminated from the prior use of the property as a petroleum storage and distribution facility; and

WHEREAS, FH Vandals LLC is not responsible for, nor has the FH Vandals LLC contributed to the environmental contamination upon the Site; and

WHEREAS, said environmental contamination is a threat to human health and safety and a substantial impediment to the redevelopment of the Site; and

WHEREAS, the Site has unsafe and inadequate access to South Main Street/U.S. 95 due to the lack of a southbound left turn lane to provide safe, convenient and efficient access into the Site, which significantly inhibits the development opportunity of the Site; and

WHEREAS, in order to allow for the development and redevelopment of the Site into a mixed use project to include approximately 154 dwelling units with community facilities and amenities and approximately 3,000 square feet of retail space, FH Vandals LLC desires to conduct environmental

remediation activities and make improvements to the public infrastructure, including roadway widening, curb line adjustment, sidewalk adjustments, traffic signal improvements and other associated intersection improvements to facilitate the addition of a southbound left turn lane into the Site (hereinafter referred to as the “Project” as defined below); and

WHEREAS, Section 504 of the Urban Renewal Plan authorizes Agency to use revenue allocation financing to fund specific projects and improvements to implement the Urban Renewal Plan;

WHEREAS, said Project implements several objectives outlined in Section 302 of the Urban Renewal Plan;

WHEREAS, Section 303 of the Urban Renewal Plan authorizes Agency to enter into Owner Participation Agreements to implement the Urban Renewal Plan;

WHEREAS, as a result of FH Vandals LLC’s commitment to proceed with the Project and to complete the environmental remediation activities and construct public improvements in the public right-of-way which will enhance public access, safety, aesthetics, and environmental and economic well-being, FH Vandals LLC’s commitment to comply with the terms of the Urban Renewal Plan, and Agency’s commitment to reimburse FH Vandals LLC in compliance with the Urban Renewal Plan, the Parties deem it necessary to enter into this Owner Participation Agreement to define their respective obligations;

WHEREAS, by entering into this Agreement and complying with its terms, Agency finds that FH Vandals LLC has complied with the provisions and requirements of the Urban Renewal Plan.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MOSCOW URBAN RENEWAL AGENCY AS FOLLOWS:

Section 1. The Chair of the Moscow Urban Renewal Agency is hereby authorized to enter into an Owner Participation Agreement with FH Vandals, LLC in order to complete the public improvements to the right-of-way adjacent to 1104 and 1014 South Main Street, Moscow, Idaho.

Section 2. The Owner Participation Agreement will provide reimbursement of up to THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) in certified costs expended for the construction of the Project.

Section 3. The Agency reimbursement to FH Vandals LLC shall be determined by actual costs and shall not exceed THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000).

Section 4. Reimbursements shall be funded from 50% of the tax increment actually received by the Agency and generated solely from the land and improvements located at 1104 and 1014 South Main Street, Moscow, Idaho.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Moscow Urban Renewal Agency, this 18th day of February, 2016.

Steve McGeehan, Chair

ATTEST:

Gary Riedner, Interim Treasurer

RESOLUTION NUMBER: 2016-02

A RESOLUTION OF THE MOSCOW URBAN RENEWAL AGENCY, APPROVING A 12 MONTH EXTENSION TO AN EXISTING AGREEMENT FOR RFP#11-2013; COMMERCIAL REAL ESTATE SERVICES, BETWEEN THE MOSCOW URBAN RENEWAL AGENCY AND PALOUSE COMMERCIAL REAL ESTATE; AUTHORIZING THE CHAIRMAN AND MOSCOW CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT EXTENSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 19, 2013 the Agency advertised a Request for Proposals for Commercial Real Estate Services; and

WHEREAS, on November 12, 2013 the Agency received one response to the Request for Proposals from Palouse Commercial Real Estate; and

WHEREAS, on December 11, 2014, the Agency's awarded of RFP#11-2013; Commercial Real Estate Services to the best qualified proposer, Palouse Commercial Real Estate; and,

WHEREAS, during their meeting of January 8, 2014, the Moscow Urban Renewal Agency Board of Commissioners followed staff's recommendation and awarded RFP#11-2013 to Palouse Commercial Real Estate; and

WHEREAS, said professional services agreement was executed upon January 22, 2014 and was to be effective for a period of 2 years; and

WHEREAS, the Agency Board has determined that it is in the Agency's best interest to extend the existing Commercial Real Estate Services Agreement for 12 months in order to allow time for the Agency to evaluate the future receipt of said Commercial Real Estate Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MOSCOW URBAN RENEWAL AGENCY:

Section 1. That the Agreement for RFP#11-2013; Commercial Real Estate Services, by and between the Moscow Urban Renewal Agency and Palouse Commercial Real Estate, executed on January 22, 2014 and attached hereto and incorporated herein by reference, be, and the same is hereby, extended under the same terms and conditions until January 22, 2017.

Section 2. That the Agency's Chairman and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement extension for and on behalf of the Moscow Urban Renewal Agency.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Board of Commissioners of the Moscow Urban Renewal Agency, Moscow, Idaho, this 18th day of February, 2016.

APPROVED by the Board of Commissioners of the Moscow Urban Renewal Agency, Moscow, Idaho, this 18th day of February, 2016.

APPROVED:

ATTEST:

Steve McGeehan
CHAIRMAN

Art Bettge
SECRETARY

FIRST AMENDMENT TO COMMERCIAL REAL ESTATE SERVICES AGREEMENT
BETWEEN PALOUSE COMMERCIAL REAL ESTATE AND
MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO

THIS FIRST AMENDMENT TO THE COMMERCIAL REAL ESTATE SERVICES AGREEMENT BETWEEN PALOUSE COMMERCIAL REAL ESTATE (hereinafter "Agreement") AND MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO is entered into as of the ____ day of _____, 2016, by and between Palouse Commercial Real Estate ("Proposer) a corporation of the State of Idaho, 213 S. Main Street, Moscow, Idaho, 83843, and the Moscow Urban Renewal Agency ("Owner"), 206 East Third Street, Moscow, Idaho, 83843.

Agreement to Extend Agreement Termination Date.

25. Term: This agreement shall not be valid for more than ~~two-three~~ (23) years from the date of approval by the Agency.

All other provisions of the Commercial Real Estate Services Agreement entered into as of the 22nd day of January, 2014 (attached as Exhibit "1"), shall remain in full force and effect unless modified by written agreement of both parties.

PROPOSER

AGENCY

Steve McGeehan, Chair

Date: _____

Date: _____

ATTEST:

Anne Peterson, Clerk

STATE OF Idaho)
) ss.
County of Latah)

On this _____ day of _____, 2016, before me, _____,
the undersigned notary public in and for said county and state, personally appeared _____,
known or identified to me to be the _____ of Palouse Commercial Real
Estate, a Corporation of the State of Idaho, and the person who signed the within instrument, and
acknowledged to me that they have authority to execute and executed the foregoing instrument for
the purposes therein contained.

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

Residing at _____
Commission Expires _____

Exhibit 1

RESOLUTION NUMBER: 2014-01

A RESOLUTION OF THE MOSCOW URBAN RENEWAL AGENCY, APPROVING AN AGREEMENT FOR RFP#11-2013; COMMERCIAL REAL ESTATE SERVICES, BETWEEN THE MOSCOW URBAN RENEWAL AGENCY AND PALOUSE COMMERCIAL REAL ESTATE; AUTHORIZING THE CHAIRMAN AND MOSCOW CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Agency's staff recommends award of RFP#11-2013; Commercial Real Estate Services to the best qualified proposer, Palouse Commercial Real Estate; and,

WHEREAS, during their meeting of December 11, 2013, the Moscow Urban Renewal Agency Board of Commissioners followed staff's recommendation and awarded RFP#11-2013 to Palouse Commercial Real Estate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MOSCOW URBAN RENEWAL AGENCY:

Section 1. That the Agreement for RFP#11-2013; Commercial Real Estate Services, by and between the Moscow Urban Renewal Agency and Palouse Commercial Real Estate, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Agency's Chairman and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement for and on behalf of the Moscow Urban Renewal Agency.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Board of Commissioners of the Moscow Urban Renewal Agency, Moscow, Idaho, this 22nd day of January, 2014.

APPROVED by the Board of Commissioners of the Moscow Urban Renewal Agency, Moscow, Idaho, this 22nd day of January, 2014.

APPROVED:

ATTEST:


John McCabe
CHAIRMAN


Steve McGeehan
SECRETARY





Project: RFP#11-2013, Commercial Real Estate Services

Proposer: Palouse Commercial Real Estate

Owner: Moscow Urban Renewal Agency, Moscow, Idaho.

THIS AGREEMENT, made this 22nd day of January, 2014, by and between the Moscow Urban Renewal Agency, hereinafter referred to as "Owner", and Palouse Commercial Real Estate, hereinafter referred to "Proposer", a corporation organized under the laws of the State of Idaho.

1. Scope of Services: Proposer shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Acknowledgement	Contract Agreement
Contract Agreement	Liability Insurance
Contractor Proposal	Workers' Compensation
Specifications	Professional Liability Insurance (Errors and Omission)
Task Order Form "Exhibit A"	Fee Schedule "Exhibit B"

2. Indemnification and Insurance: Proposer shall indemnify and save and hold harmless Agency from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Proposer, it's servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Agency or its employees. In addition, Proposer shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Agency shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Agency; and if Agency becomes liable for an amount in excess of the insurance limits, herein provided, Proposer covenants and agrees to indemnify and save and hold harmless Agency from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Proposer shall provide Agency with a Certificate of Insurance, or other proof of insurance evidencing Proposer's compliance with the requirements of this paragraph and file such proof of insurance with the Agency. In the event the insurance minimums are changed, Proposer shall immediately submit proof of compliance with the changed limits. Additionally, the Proposer shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including him/herself) in the statutory limits as required by law. In case any such work is sublet, the Proposer shall require the Sub Proposer to provide Workers Compensation Insurance for himself and any/all the latter's employees. It is mutually agreed and understood by the parties that the Proposer and the Proposer's employees, agents,

servants, guests and business invitees, and are acting as independent Proposers and are in no way employees of the Agency.

3. Errors and Omission: Proposer will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code (\$500,000). Proof of all insurance shall be submitted to Moscow Urban Renewal Agency, Executive Director, 206 E. Third Street, Moscow, ID. 83843.

4. Independent Proposer: In all matters pertaining to this agreement, Proposer shall be acting as an independent Proposer, and neither Proposer, nor any officer, employee or agent of Proposer will be deemed an employee of Agency. The selection and designation of the personnel of the Agency in the performance of this agreement shall be made by the Agency.

5. Compensation: For performing the services specified in Section 1 herein, Owner agrees to reimburse Proposer according to the attached "Exhibit B". Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Agency Board approval.

6. Method of Payment: Proposer will invoice the Moscow Urban Renewal Agency, 206 E. Third Street, Moscow, ID 83843 directly for all current amounts earned under this Agreement. Owner will pay all invoices within thirty days after receipt.

7. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Moscow Urban Renewal Agency
Attn: Jeffrey B. Jones, AICP
206 E. Third Street
Moscow, Idaho 83843

Palouse Commercial Real Estate
Attn: Shelley Bennett
213 S. Main Street
Moscow, Idaho 83843

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

8. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

9. 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.

10. Force Majeure: Any delays in or failure of performance by Proposer shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Proposer, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Proposer. In the event that any event of force majeure as herein defined occurs, Proposer shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

11. Assignment: It is expressly agreed and understood by the parties hereto, that Proposer shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Agency.

12. Discrimination Prohibited: In performing the Services required herein, Proposer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical disability.

13. Reports and Information: At such times and in such forms as the Agency may require, there shall be furnished to the Agency such statements, records, reports, data and information as the Agency may request pertaining to matters covered by this Agreement.

14. Audits and Inspections. At any time during normal business hours and as often as the Agency may deem necessary, there shall be made available to the Agency for examination all of Proposer's records with respect to all matters covered by this Agreement. Proposer shall permit the Agency to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Agency shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

16. Compliance with Laws: In performing the scope of services required hereunder, Proposer shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. Changes: The Agency may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Proposer's compensation, which are mutually agreed upon

by and between the Agency and Proposer, shall be incorporated in written amendments to this Agreement.

18. Termination for Cause: If, through any cause, Proposer shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Proposer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Agency shall thereupon have the right to terminate this Agreement by giving written notice to Proposer of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Proposer under this Agreement shall, at the option of the Agency, become its property, and Proposer shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, Proposer shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Agreement by Proposer, and the Agency may withhold any payments to Proposer for the purposes of set-off until such time as the exact amount of damages due the Agency from Proposer is determined. This provision shall survive the termination of this agreement and shall not relieve Proposer of its liability to the Agency for damages.

19. Termination for Convenience of Agency: The Agency may terminate this Agreement at any time by giving at least fifteen (15) days-notice in writing to the Proposer. If the Agreement is terminated by the Agency as provided herein, Proposer will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Proposer covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Proposer, Section 19 hereof relative to termination shall apply.

20. Proposer to Pay or Secure Taxes: The Proposer in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Proposer's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Moscow Urban Renewal Agency may withhold from any payment due the Proposer hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Proposer is liable.

21. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

22. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

23. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Agency may terminate this agreement upon 15 (fifteen) days-notice.

24. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Moscow.

25. Term: This agreement shall not be valid for more than two (2) years from the date of approval by the Agency.

26. Approval Required: This Agreement shall not become effective or binding until approved by the Moscow Urban Renewal Agency Board of Commissioners.

END OF AGREEMENT

IN WITNESS WHEREOF, the Agency and the Proposer/Proposer have executed this Agreement as of the date first above written.

Moscow Urban Renewal Agency
206 E. Third Street
Moscow, ID 83843

Palouse Commercial Real Estate
213 S. Main Street
Moscow, ID 83843

APPROVED BY:

John McCabe 1/22/14
John McCabe, Chairman Date

[Signature] 12/31/13
Signature Date

ATTEST:

[Signature] 1/22/14
Stephanie Kalasz, City Clerk Date

Shelley L Bennett
Print Name



CONTRACT AMOUNT:
Task Order Basis

ACKNOWLEDGEMENT

State of Idaho)
) ss
County of Latah)

On this 31 day of Dec. 2013, before me personally appeared Shelly Bennett known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is the person and that he executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Notary Public Deborah J. Spurgeon

Residing at Moscow ID

My Commission Expires 9/9/16



Task Order Form
Exhibit A
RFP#11-2013, Commercial Real Estate Services

This Task Order, entered into this _____ day of January, 2014, between the Moscow Urban Renewal Agency (hereinafter referred to as "AGENCY") and Palouse Commercial Real Estate (hereinafter referred to as the "PROPOSER", is subject to the provisions of the Agreement for RFP#11-2013, Commercial Real Estate Services, dated January 8, 2014 (hereinafter referred to as the "Agreement").

WITNESSETH:

WHEREAS, AGENCY desires Proposer to provide marketing and real estate brokerage services for Agency owned properties. Properties that are available for immediate marketing sale and/or lease under this Task Order are:

Parcel ID: RPM00270010020, 29,412/SF
Parcel ID: RPM00270020040, 38,885/SF
Parcel ID: RPM00270020020, 34,531/SF

Parcel ID: RPM00270010030, 28,370/SF
Parcel ID: RPM00270020030, 36,997/SF
Parcel ID: RPM00270020010, 35,029/SF

NOW, THEREFORE, AGENCY and PROPOSER in consideration of their mutual covenants herein agree in respect as set forth below.

Client Information and Responsibilities:

The AGENCY will provide PROPOSER the data and/or services as specified in the Agreement. In addition, the AGENCY will furnish to PROPOSER with GIS maps or other supporting documents as necessary.

Services to be furnished by PROPOSER(S):

PROPOSER will provide the following services:

- Marketing services for Agency owned properties.
- Provide and install marketing signage at the properties for sale /lease.
- Promote the properties regularly, as appropriate, in local and national marketing publications.
- Provide an aggressive Internet marketing presence.
- Create and distribute marketing fliers.
- Provide Agency with a monthly Marketing Status Report for each property being marketed, including:
 - Number of inquiries on the property.
 - Number of leads generated from inquiries.
 - Number of showings.
 - Number of Letters of Intent generated.
 - If ultimately not interested in occupying the property, prospects rationale for the loss of interest.
- Review Letters of Intent and Pro Forma of prospective purchasers.
- Provide recommendations as to the viability of prospective tenants.
- Assist in the negotiation of sale and/or lease terms.
- Review cost estimates for improvements.
- Land disposal and conveyance assistance services.
- Advisory Services.
- Coordination with Moscow Urban Renewal Agency staff.

- Other work related to commercial real estate disposition and/or leasing as it may occur

PROPOSER will perform said services within 365 calendar days of the date of this Task Order.

Basis of Fee and Billing Schedule:

The AGENCY will pay PROPOSER for its services and reimbursable expenses as follows:

- **SALES AND ACQUISITIONS:** 6% of final sale price. Commission to be split evenly with Selling Agent/Broker.
- **LEASING:** 6% of total lease amount capped at five years, i.e. 6% of \$40,000 per year for 5 years = \$12,000.
- **CONSULTING AND OTHER SERVICES:** \$90 per hour for principals, \$35 for administrative assistants, \$25 for clerical (not to exceed \$300 per month unless negotiated through a separate Task Order).

PROPOSER will invoice the Agency on a monthly basis for hourly compensation and reconciliation of the expenditures will be paid within 45 days by the Agency.

IN WITNESS WHEREOF, the Parties hereto have executed this Task Order Agreement as of the day and year first above written.

MURA

Palouse Commercial Real Estate

Recommended for approval:

Yes ☐ No ☐

I hereby acknowledge receipt and acceptance of this Task Order for:

Approved by (Signature):	Approved by (Signature):
Print Name: Jeffrey B. Jones	Print Name: Shelley Bennett
Title: Executive Director	Title: Owner/Broker
Date:	Date:

Palouse Commercial Real Estate Cost of Services

Exhibit B

RFP#11-2013, Commercial Real Estate Services

CATEGORY	PALOUSE COMMERCIAL REAL ESTATE
SALES AND ACQUISITIONS	6% of final sale price. Commission to be split evenly with Selling Agent/Broker.
LEASING	6% of total lease amount capped at five years, i.e. 6% of \$40,000 per year for 5 years = \$12,000.
CONSULTING AND OTHER SERVICES	\$90 per hour for principals, \$35 for administrative assistants, \$25 for clerical.
DUAL AGENCY	Limited Dual Agency Representation as per Idaho Law.



Shelley L. Bennett
213 S. Main St
Moscow, ID, 83843
208.882.3800

November 12, 2013

RE: RFP #11-2013

Moscow Urban Renewal Agency
206 E Third Street, Room 303
Moscow, ID 83843

Dear Mr. Jones,

As the first, exclusively commercial real estate broker in Moscow, I am confident in my and my firm's ability to provide the services required by the Urban Renewal Agency to further develop Alturas Technology Park.

As a lifelong resident of Moscow, I see the importance of balanced residential and commercial development of our city and county. I have been a real estate agent in Moscow for over 34 years, and have dedicated a greater portion of my career to the commercial side of our market. During that time, I renovated and rejuvenated the Eastside Marketplace. Throughout that process, I became well aware of the need for commercially-focused representation in the Moscow/Pullman area.

Additionally, my staff helps provide the experience, knowledge, and exposure in the following areas: retail, office, land, sales, leasing, land development, entitlement, due diligence, investment property, land consulting, and business brokering.

My office maintains national and international exposure through real estate affiliations such as the Urban Land Institute, the Inland Northwest Chapter of Certified Commercial Investment Members, and through access to exclusive commercial sales websites such as LoopNet, and Vertical Email. Our online presence is the number one search result for commercial real estate in Moscow, Idaho.

We would provide the URA's interests with a unique position, having been at the forefront of Moscow's commercial real estate market over the last 20 years. Not only are we committed and willing to do the work as required by the URA, we are committed to helping Moscow prosper. I truly appreciate your consideration of our application.

Respectfully submitted,

Shelley L. Bennett
Owner, Broker



Shelley L. Bennett
213 S. Main St
Moscow, ID, 83843
208.882.3800

RFP #11-2013 Section 2: Basic Qualifications

I have been a real estate broker in Moscow for over 30 years and have owned my own business since 1990. I have dedicated the greater portion of my career to commercial real estate since 1992, while owner and broker of Bennett & Associates. I continued my focus on commercial while co-owner of Team Idaho/Washington in 2005, selling my remaining interest in 2011 and opening the doors of Palouse Commercial Real Estate, the first exclusive commercial real estate firm in the region, in 2010.

I have concentrated my certifications and continued education on commercial real estate. I have continually sought to bring greater attention to our Moscow market through travelling and attending various conferences such as the Urban Land Institute and the International Conference of Shopping Centers.

My firm specializes in retail, office, land, sales and leasing; land development, entitlement and due diligence, investment property, farm and land, consulting, and business brokerage. Moreover, I have personally worked on the Palouse River & Coulee City Railroads dispositions as well several residential developments.

I am thrilled at the possibility of working with the URA on further developing the Alturas Technology Park, especially since having assisted in the sale of the Thompson land that comprises the current park. I strongly believe my expertise and professionalism would be of great benefit to the URA and the City of Moscow. Attached is my complete resume highlighting my experience in development marketing and my professional involvement with various commercial and real estate organizations.

Shelley L. Bennett ~ Owner, Broker

PALOUSE COMMERCIAL REAL ESTATE

Offices in Washington & Idaho
sbennett@palousecommercial.com

208.882.3800

866.349.0532 Fax

Experience

- ◆ Palouse Commercial Real Estate , the areas first exclusively commercial real estate firm 6/1/2010-present
- ◆ Co-owner Team Idaho/Washington Real Estate (Full Service Real Estate Office) 2005-2011
- ◆ Eastside Marketplace: Redevelopment Director, Leasing Agent, Management Consultant 1992-2013
- ◆ Owned and Operated Bennett & Associates Real Estate (Full Service Real Estate Office) 1990-2005
- ◆ Licensed in 1982, Broker's License
- ◆ Licensed in 1979, Sales Associate

Development Marketing Management

- ◆ Eastside Marketplace: Retail (150,000 GLA on 15 acre) shopping center
- ◆ Residential Development Assistance, Entitlement, Platting and Marketing
 - ◆ Fort Hall Addition
 - ◆ Ridgeview Estates
 - ◆ Moser Estates I, II, III, IV, V, VI
 - ◆ The RIDGE at Quail Run II - Alturas Technology Park
 - ◆ The Heights at Quail Run
 - ◆ Parkview Estates
 - ◆ Fairview Drive
 - ◆ Prospect Place
 - ◆ Southgate Addition, First, Second and Third Additions
- ◆ Palouse River and Coulee City Railroads Dispositions
- ◆ Gritman Medical Center Expansion Acquisition, Environmental, Demolition Management

Education

- ◆ 1,000's of hours of continued education in real estate fundamentals finance, law, marketing, exchange, management, commercial investment, advertising and counseling
- ◆ Commercial Investment Member (CCIM)
- ◆ Certified Residential Specialist (CRS) Designation (retired)
- ◆ Certified Brokerage Management Member (CRB) Designation (retired) Certified Commercial Investment Member (CCIM) Candidate (100 and 200 courses completed towards certification)

PALOUSE COMMERCIAL REAL ESTATE

Member

- ◆ Inland Northwest Community Foundation Board of Directors (INWCF) 2010 - present
- ◆ Washington Association of REALTORS, 2003 - present
- ◆ North Central Idaho Business Incubator Advisory Committee, Co-Chair 1996 - 1999;
Revenue Committee, President 1994 - 1996, Treasurer 1993
- ◆ Urban Land Institute Member (ULI), 1995 - present
- ◆ Certified Commercial Investment Member (CCIM), 1993 - present
- ◆ International Association of Shopping Centers (ICSC), 1993 - present
- ◆ Bennett Holdings, L.C. redevelopment company of the EASTSIDE MARKETPLACE,
1992 - 2013
- ◆ Latah Economic Development Council Board of Directors 1992 - 2002; Nominating
Committee, Industrial Sites Committee, Business Park Committee, Arts and Events Task
Force, Economic Diversification Task Force, Community Revitalization Committee
- ◆ Moscow Chamber of Commerce, Co-Chair Agri-Business Committee, 1982 - 1991, and
Legislative Committee, 1991-1993
- ◆ Latah County Board of REALTORS, 1979 - present
- ◆ Idaho Association of REALTORS, 1979 - present
- ◆ National Association of REALTORS, 1979 - present



Shelley L. Bennett
213 S. Main St
Moscow, ID, 83843
208.882.3800

RFP #11-2013 Section 3: Available Staff

Holly J. Chetwood, Commercial Specialist: Holly has been involved in business in Moscow since 2003 as the general manager of Paradise Ford and also served in the board of the Moscow Chamber of Commerce for 8 years. Holly has been focusing on commercial real estate since 2010, first as my assistant and then as an agent. She has assisted on sales and leases since the creation of Palouse Commercial. Holly is a licensed real estate agent in Idaho and Washington

Jan Koal, CCIM: Jan is a licensed real estate agent in Idaho and Washington as well as a Certified Real Estate Instructor. He is also the recipient of the highest designation available in the commercial real estate industry, the NAR CCIM designation. He is a real estate investor as well as an advisor and consultant to commercial real estate buyers and sellers. He has served on the education committees of the Spokane Association of Realtors and the Washington Association of Realtors, and he also served for a number of years as a board member of the Inland Northwest Chapter of CCIM.

He was active in the Spokane Commercial real estate market for over five years before joining Palouse Commercial Real Estate in Pullman. He has experience in all sectors of the commercial market (land, office, retail, multifamily, hospitality, and manufacturing). Jan is also an Adjunct Professor in the Finance Department of Washington State University where he teaches three 300 level real estate classes.

Benjamin M. Ocampo, Marketing Assistant: Benjamin is our dedicated marketing assistant, managing all the listing sites and our website. He also is in charge of our brand management and ad design. Benjamin has experience with project management and client relations. Benjamin has a BA degree from BYU-Idaho in History and English. He is a licensed real estate agent in Idaho.

Jamie Mabbutt, Executive Assistant: Jamie is the most recent addition to our team. She has a BA degree from the University of Idaho in Business Management and Human Resources, 2006.

HOLLY J. CHETWOOD

1418 E. F Street / Moscow, Idaho / 83843 / 208.310.1375
holly@palousecommercial.com

PROFESSIONAL EXPERIENCE

Palouse Commercial Real Estate
Commercial Specialist
2010 - Present

Paradise Ford Mercury
General Manager
2003 - 2010

Meridian Ford Sales, Inc.
Human Resources Manager
1998 - 2003

Sony Disc Manufacturing
Technical Writer & Production Supervisor
1994 - 1998

Congressman Larry LaRocco
Assistant Press Secretary
1992 - 1994

Education, Training & Certifications

Realtor, Licensed in Idaho and Washington

University of Puget Sound, BA in English

Basque Studies Consortium, San Sebastian, Spain

National Auto Dealer Association, General Management Certification

Boards & Affiliations

Latah County Board of Realtors

Whitman County Board of Realtors

International Council of Shopping Centers

Past President & Board Member, Moscow Chamber of Commerce

Board of Directors, Ronald McDonald House of Idaho

Leadership Boise Graduate, Boise Chamber of Commerce

Jan G. Koal

525 SE Water Street • Pullman, Washington 99163 • (509) 432-6196

Email: Jan.Koal@wsu.edu

SUMMARY OF EXPERIENCE:

- Over thirty years of customer service, personnel management, marketing, and office management experience.
- Skilled in project coordination & analysis, time management, training, and team development.
- Proficient in the use of MS Office software products and website design.

EDUCATION:

Ph.D.	Education	Washington State University	August 1982
MA	Education	Washington State University	June 1981
	Law	University of Idaho School of Law	1971 - 1972
BA	Anthropology	Washington State University	June 1971
AA	General Studies	Grays Harbor College	June 1969
	General Studies	Lower Columbia College	1966 - 1967
	High School	R.A. Long (Longview, WA.)	1964 - 1967

EMPLOYMENT:

- 2012- Present **Washington State University** – Pullman, WA.
Adjunct Professor
- Instructor for FIN345 class “Principles of Real Estate”
- 2011 - Present **Palouse Commercial Real Estate** - Pullman, WA.
Commercial Real Estate Analyst and Broker
- Commercial Real Estate Research and Analysis
 - Commercial Real Estate Sales and Marketing
 - Office file system restructuring and auditing
 - Creation of office Policy and Procedure manual compliant with both federal and Washington state law.
- 2005 - Present **Washington State Association of Realtors®** - Olympia, WA.
Instructor
- Washington State Department of Licensing Certified Instructor
 - Design, development, and delivery of both online and live real estate classes for Washington State licensed brokers.
- 2009 - 2011 **American West Bank** – Pullman, WA.
Personal Banker
- 2005 - 2011 **RE/MAX Real Estate** – Spokane, WA, and Pullman, WA.
Commercial Real Estate Analyst and Broker
- Research, Analysis, Marketing, Transaction Coordination, Market Needs Assessments, Investment Analysis (buy, sell, hold, lease, alternatives).
 - CCIM Designation (May 2008)
 - Commercial Real Estate transactions involving Retail, Land, Office, Industrial, Multi-family, Business opportunities,
 - Member of Board of Inland NW Chapter of CCIM
 - Researched pending taxes or other assessments against properties, water right issues, wetland, flood plain issues, environmental issues, etc.
 - Studied zoning codes and comp. plans to determine allowable present uses and potential future uses,

- Determine if addition of adjoining property or a zoning upgrade would enhance the present or future value of various property,
- Determined path of progress potential for various commercial uses
- Analyzed demographic data to determine area market needs, economic trends, and sales trends.

2003 - 2005 **Windermere/C-K Real Estate Inc. – Pullman, WA.**

Residential Real Estate Agent

- Licensed Washington State Real Estate Agent/Broker
- Licensed Real Estate Agent in the state of Idaho
- Accredited Buyer Representative designation – May 2004
- Instructor, New Home Buyer classes - Pullman Community Action Center
- Instructor, Real Estate Investment Analysis - University of Idaho and Lewis and Clark State College Community Enrichment Programs
- Designed and created company website for Pullman and Moscow Windermere offices
- Member Whitman County Association of Realtors Grievance Committee

1994 - 2002 **c/5 Communications Inc. – Pullman, WA.**

Founder and C.E.O.

(DBA Extend-ed Educational Services, created August 1994)

- Recruited, trained, and supervised a staff of five full time employees (instructors, clerical, and support).
- Developed course materials and lesson plans.
- Provided adult training in computer repair and software use via in-house classroom instruction as well as remote video conference class delivery to Spokane, WA
- Recruited trained and supervised staff to provide distance learning classes between Pullman and Spokane via videoconference with remote control of Spokane student computers by Pullman instructors.
- Instructor of courses covering a variety of computer software packages and basic computer skills.
- Created software for enrollment, billing, and class reservation.
- Offered computer training on contract basis with Washington State Vocational Rehabilitation.
- Offered web based self-paced courses from February 1999 to February 2000.

(DBA Complete Online Services, created June 1996 – internet service provider)

- Recruited, trained and supervised staff (technical, clerical, and support).
- Created dialup internet access services for the area surrounding Pullman, Washington and Moscow, Idaho.
- Developed and implemented marketing plan via radio, TV, print and mass mailings
- Designed websites for local businesses
- Supervised and maintained web and dial-up servers.
- Created software to manage accounts payable and receivable, payroll, and tax reporting.
- Participated in customer training and customer relations.

1982 - 2002 **Asahel Engineering Inc. (DBA Right Byte Computer Center)**

Founder and C.E.O.

- **Inc.® 500** - The company was recognized by Inc.® Magazine as one of the 500 fastest growing privately held companies in the United States in 1993.
- Recruited, trained, and supervised a full time staff of up to 15 employees.
- Computer sales, service, networking, and internet service provider
- Developed and implemented nationwide marketing plan for patented motion sensor for physically handicapped persons via trade journals, mass mailings, distributor visitations, and trade show displays.
- Recruited, trained and supervised staff (maximum number 15 in 1994) for the purpose of computer retailing, repair and network installation.
- Trained and supervised people in charge of inventory and ordering.

- Prioritized employee work.
- Responsible for financial record keeping and analysis.
- Created marketing materials and strategies.
- Managed accounts payable and receivable, payroll, and tax reporting.
- Supervised staff, and participated in customer training and customer relations.

1978 - 1981

Washington State University, Instructional Media Services – Pullman, WA.

Media Supervisor B

- Established new procedures for equipment reservation and acquisition from the IMS circulating loan pool.
- Established methods for statistical analysis of operations and quality control.
- Recruited, trained, and supervised a staff of 45 time-slip employees
- Responsible for all campus media equipment as well as media related events and employee training.
- Provided media services for 157 auditoriums, lecture halls and classrooms on the WSU Pullman campus including teleconferences, video courses, and other mediated and personal delivery modes.
- Trained faculty, staff, and students in the use of various types of instructional media equipment and in the use of various instructional delivery methods.
- Responded to the needs and problems of faculty and student patrons.

BENJAMIN M OCAM, O

Ben.m.ocampo@gmail.com

(208) 557-1748

Moscow, ID 83843



Profile

Creative & critical thinking professional with proven project management record centered on strong communication & research skills. Strengths include analysis & report writing, editing & designing documents, calendaring & scheduling events, presentation & public speaking, improving procedures & processes, organizing trainings & policy implementation, & developing trust & loyalty amongst customers. Depicted by peers as intelligent, self-motivated, influential, responsible, & intuitive.

- ❖ **Increased** retained earnings 4% through amended auditing practices, improved attendance forms, & company training
- ❖ **Enhanced** customer experience through improved customer recognition processes & procedures implementing a SharePoint site, list, & work-flows

Highlighted Work Experience

Melaleuca: The Wellness Company
Sales Operations Specialist

Idaho Falls, ID
2011–2012

- ❖ **Coordinated & Collaborated** as project manager with Business Development, Data Entry, & Marketing to prepare company & customers for changes to our monthly celebration by enhancing training & support, improving experience & efficiency
- ❖ **Increased** retained earnings 4% through amended auditing practices, improved attendance forms, & company training
- ❖ **Enhanced** customer experience through improved customer recognition processes & procedures implementing a SharePoint site, list, & work-flows
- ❖ **Developed** monthly written communications to celebration hosts & attendees as well as resolving customer service concerns
- ❖ **Organized & prepared** 1099 tax records, monthly reports, & reimbursement checks

Business Development & Customer Service

2008–2011

- ❖ **Interpreted, applied, & explained** complex policies & services to customers as a compensation & policy expert
- ❖ **Supervised** a department initiative in October 2011 to increase company growth by inviting business builders to set goals
- ❖ **Researched & analyzed** a metrics project to determine company standards for Business Development employees
- ❖ **Communicated** in Spanish, English, & French providing web & product support

Brigham Young University–Idaho
Teacher Assistant

Rexburg, ID
2010–2011

- ❖ **Edited, calendared, & created** lesson plans & assessments for both lower & upper division courses
- ❖ **Enhanced** student experience with Virgil's Aeneid by designing, compiling, & editing a student workbook
- ❖ **Created** course content by researching & preparing for a unit on the Mexican Revolution
- ❖ **Evaluated & provided** feedback on 300+ student papers, maps, & exams
- ❖ **Communicated** clearly to students on behalf of the instructor by answering phone calls or emails
- ❖ **Maintained, organized, & archived** course files & materials

Education

Brigham Young University Idaho
Bachelor of Arts History Major/English Minor
3.5/4.0 GPA (last 60 semester hours)

Rexburg, ID
2011

Honors & Awards

- ❖ Awarded **Star Performer** 2012, 2011, **MVP** 2010, **Pacesetter** 2009 at Melaleuca, Inc
- ❖ Member of **Phi Alpha Theta (ΦΑΘ)** National History Honor Society 2011
- ❖ Awarded **2nd Place** in Language & Letters at the BYU–I 2010 Fall Undergraduate Research Conference

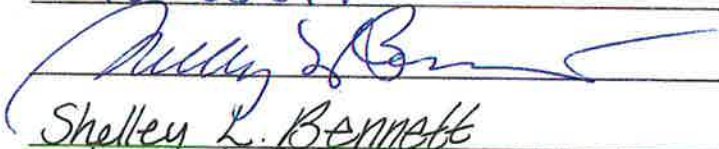
Volunteer Missionary Service

Haitian-Creole & Spanish

Tampa, FL
2005–2007

- ❖ **Supervised & trained** 6 teams from 2006–2007
- ❖ **Organized & taught** community English classes to Haitian & Hispanic immigrants

Signature /Waiver Sheet

Name of Business: Palouse Commercial Real Estate
Please print or type
Address: 213 S. Main St., Moscow, ID 83843
Agency: _____
State: Zip Code: ID, 83843
Phone No.: (208) 882-3800
Fax No.: _____
Federal Tax ID: 272705847
Signature: 
Printed Name: Shelley L. Bennett
E-Mail: sbennett@palousecommercial.com
Title: Broker, owner
Date: _____

Significant Local Economic Presence: ☒ Yes ☐ No
(Misstatement of local presence may result in disqualification of the bid or proposal by the Agency Council).

Proposer Acknowledge Receipt of the Following Addenda:

Addendum #	Date
1. _____	_____
2. _____	_____
3. _____	_____

The above signed proposes to provide services in accordance with the specifications for RFP#11-2013 and to bind themselves, on the acceptance of this proposal, to enter into and execute a contract, of which this proposal, terms and conditions, and specifications will be part.

Non-Liability of Moscow Urban Renewal Agency (MURA)

The above signed acknowledges the rights reserved by the Agency to accept or reject any or all proposals as may appear to be in the best interest of the Agency. Furthermore, the above signed agrees that the MURA shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of MURA as identified above.

The above signed, including all team members, have carefully and thoroughly reviewed the RFP, and have found it to be complete and free from ambiguities and sufficient for its intended purpose.

The undersigned further agrees, if awarded a contract, to execute and deliver the same to the Agency within five (5) working days after receipt of an executed contract and to submit there with all required insurance certificates.



Shelley L. Bennett
213 S. Main St
Moscow, ID, 83843
208.882.3800

RFP #11-2013 Section 4: Ability to Provide Responsive Services

Response Time: Palouse Commercial Real Estate is committed to providing quick and prompt service to all our clients. We have 2 full-time assistants and 2 full-time agents who are available to receive and respond to any request or question from our clients. All task requests are received the same day via fax, email, or hand-delivered to our office in Moscow, ID. Our office will send receipt and acknowledge that we received any task or questions from our clients within one business day. We are readily available to coordinate with the URA staff and accomplish tasks promptly.

RFP Tasks: Palouse Commercial Real Estate is prepared to accomplish to the task as request through RFP #11-2013. We will market the URA properties through the following channels:

- ❖ Commercial Multiple Listing Services, (CBA)
- ❖ Latah and Whitman Counties MLS
- ❖ Vertical email, and other email marketing
- ❖ CCIM Inland Northwest Chapter
- ❖ LoopNet
- ❖ Development of Flyers and distribution to brokers in the Inland Northwest
- ❖ Urban Land Institute and International Conference of Shopping Centers
- ❖ Signage on property
- ❖ Initial listing Newspaper advertisement through major papers in the Inland Northwest
- ❖ Special marketing on our website, Palousecommercial.com

Additionally, We will prepare monthly reports indicating the number of inquiries on the property, leads, showings, letters of intent, and prospect feedback for loss of interest. We are familiar with researching and preparing letters of intent, negotiations, land exchange, and land disposition and can readily provide these services.

RFP #11-2013 Section 5: Cost of Services

Proposed Commission

Sales and Acquisitions: 6% of final sale price. Commission to be split evenly with Selling Agent/Broker.

Leasing: 6% of total lease amount capped at five years, i.e. 6% of \$40,000 per year for 5 years = \$12,000.

Consulting and Other Services: A flat rate of \$130 per hour for consultation services.



Shelley L. Bennett
213 S. Main St
Moscow, ID, 83843
208.882.3800

RFP #11-2013 Section 6: Prior Experiences

Experience: My resume and basic qualifications have covered much of my prior experiences, however, I would like to provide three examples that may better illustrate my experience with development, marketing, land acquisitions, trade/exchanges, land entitlement, demolition, and land environmental resolution.

When Bennett Holdings L.C. purchased the Moscow Mall it had reached an 80% vacancy of its 150,000 ft², I was given the responsibility to revitalize the mall. I organized a development team comprised of an architect, planner, lawyer and marketing specialist. I had a leakage study done to see what opportunities we would have for Moscow, ID. We organized a town hall meeting to receive feedback from the community. We changed the name to the Eastside Marketplace, and 20 years later we have successfully turned the mall around. It sold earlier this year.

In the late 1990s, I was asked to assist Gritman Medical Center in its property acquisitions with its expansion. I was hired to meet with neighboring land owners and assist with the acquisition of their property between the existing hospital and the highway. As part of the acquisitions, I completed the required due diligence including environmental issues concerning the demolition of existing homes and structures. Gritman's expansion further required vacating a portion of Hwy 8 which allowed me to work closely with the city. The expansion also necessitated the relocation of Bruneel Tire to their current location, which I successfully negotiated the terms with Gritman and Bruneel.

Since 2001, I have assisted with the disposition of the railroad properties in Moscow, ID. The railroad had various obstacles to resolve before they could sell since they were not properly entitled. I personally worked to overcome these obstacles by contracting surveys for accurate legal descriptions and entitling the parcels. I worked creatively with the Railroad, City of Moscow, the University of Idaho, and Gritman Medical Center through a complicated multi-party land exchange and acquisition.

I feel confident that my experiences have not only made me aware of Moscow's needs but also provide with the ability to successfully assist the URA in accomplishing its goals for the Alturas Technology Park.

References:

Brad Snow, WATCO Companies,

Address: 315 W Third, Pittsburgh, KS

Phone: (620) 230-8583

Kara Besst, Gritman Medical Center Foundation, President & CEO,

700 South Main Street, Moscow, ID

Phone: (208) 883-2220

Mike Salisbury, JEMCA, LLC,

Address: 326 E 6th Street # 1, Moscow, ID

Phone: (208) 883-8158



**PALOUSE
COMMERCIAL**
REAL ESTATE

Shelley L. Bennett
213 S. Main St
Moscow, ID, 83843
208.882.3800

RFP #11-2013 Section 7: Appendix

- **2013 Market Review Booklet**
- **Flyer example 1**
- **Flyer Example 2**

For Sale or Lease — *Modern business space*

610 N. Almon #130, Moscow, Idaho

\$180,000 or \$1,200/mo/NNN

Lease 1600 +/- sf of climate-controlled manufacturing/warehouse space in north Moscow. With 400 +/- SF 2nd floor high ceilings & finished offices, this space lends itself well to a variety of business uses. 2012 Taxes: \$1,973.96. Traffic count: 3,800 cars per day (2008).

Cam fees include: all common area utilities, cleaning & maintenance; exterior window cleaning & maintenance; landscape maintenance; snow removal at Almon St. sidewalk & parking lot; building shell maintenance; property taxes & insurance; garbage fees; and administrative fees.

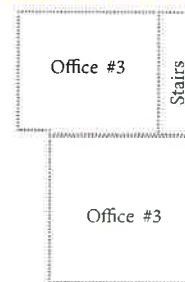
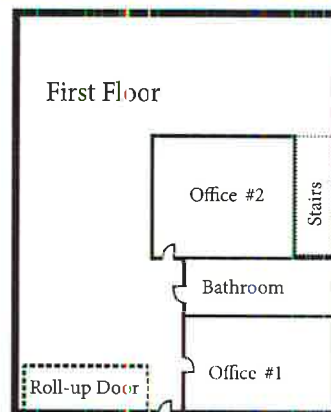
- ☒ Radiant floor heating
- ☒ Off-street parking
- ☒ ADA-compliant restroom
- ☒ Electric, Water, & Sewer separately metered
- ☒ 14'-17' ceilings
- ☒ Roll-up Door

Snelley L. Bennett

208.301.1623

208.882.3800

sbennett@palousecommercial.com



Second Floor



Area Demographics

Population	Moscow	Moscow/Pullman
2012 Estimated	16,996	58,376
2017 Projected	17,682	61,279
Households		
2012 Estimated	6,448	22,224
2017 Projected	6,822	23,711
Income		
2012 Med HH	\$31,259	\$33,602
2012 Ave HH	\$44,107	\$49,404
2012 Per Capita	\$19,973	\$22,074



For Sale — 4.39 Acre Development Opportunity

2300 White Ave., Moscow, ID 83843

\$3.50/SF: \$575,000



4.39 acres of excellent high density multi-family lot. Build single family homes, duplexes, condos or apartment complexes. Flat land, underground utilities, shovel ready. Walking distance to shopping and parks. Great bridge between high-density and single family projects. Zoned R-4 (Multi-Family; 24 units/acre). 2012 Taxes: \$6,677.32.



Demographics

Population	1 Mile	10 Mile
2012 Estimated	16,996	58,376
2017 Projected	17,682	61,279
Households		
2012 Estimated	6,448	22,224
2017 Projected	6,822	23,711
Income		
2012 Med HHI	\$31,259	\$33,602
2012 Ave HHI	\$44,107	\$49,404
2012 Per Capita	\$19,973	\$22,074

Shelly L. Bennett

208.301.1623

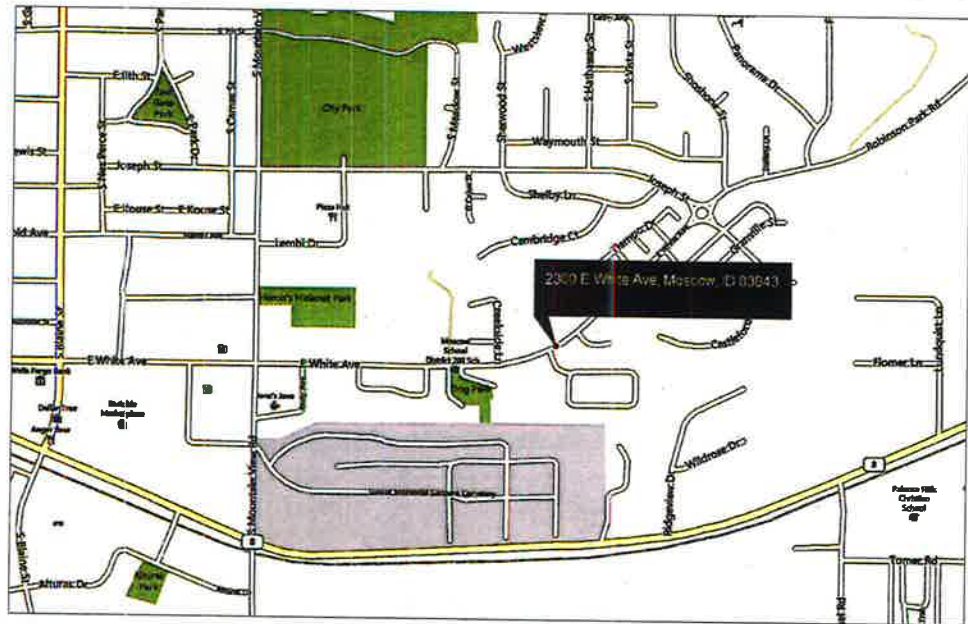
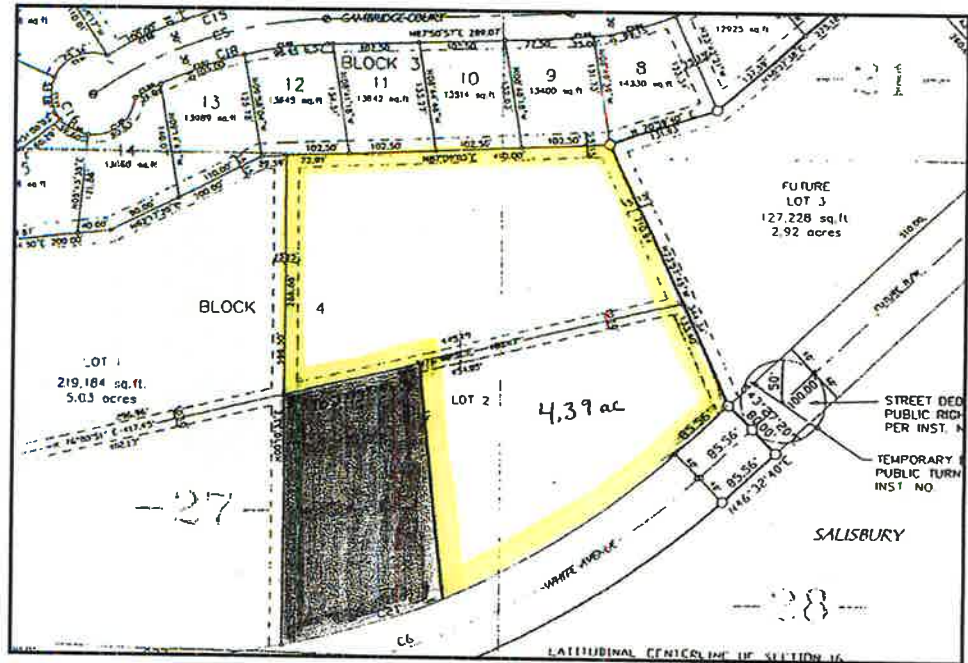
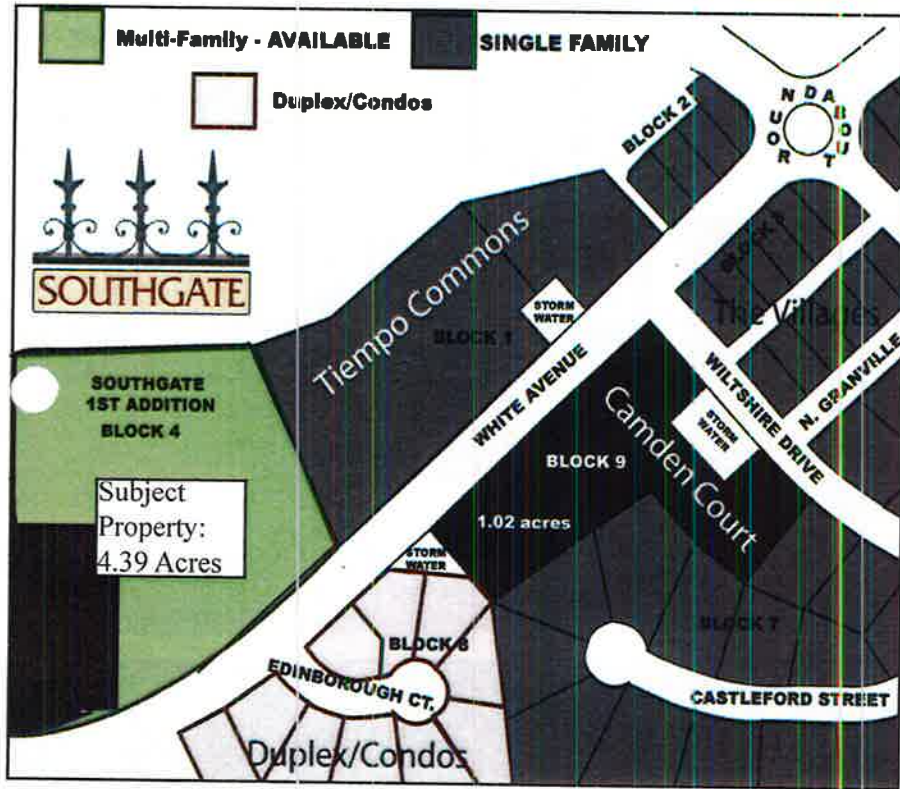
208.882.3800

sbennett@palousecommercial.com



**PALOUSE
COMMERCIAL
REAL ESTATE**

For Sale or Lease — Automotive Dealership on 2.85 AC



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REQUEST FOR PROPOSAL#11-2013
for
Moscow Urban Renewal Agency
Moscow, Idaho

**PROPOSAL DUE DATE AND TIME:
November 12, 2013 (5:00 PM PST)**

SUBMITTAL LOCATION:
City of Moscow
Jeffrey B. Jones, AICP
Jjones@ci.moscow.id.us
206 E. Third Street, 3rd Floor
Moscow, Idaho 83843
(208) 883-7007
fax (208) 883-7019

Request for Proposals

The Moscow Urban Renewal Agency (Moscow, Idaho), will accept sealed proposals at the Agency's Office located at 206 E. Third Street, 3rd Floor, Attn: Jeffrey Jones, Moscow, Idaho 83843, until November, 12, 2013, 5:00 p.m., local time.

Proposals Will Consist Of: RFP#11-2013; Commercial Real Estate Services

Scope of Service: Will include work related primarily real estate marketing and brokerage services for the disposition and/or leasing of Agency real property, and as-needed hourly-based real estate consulting services.

The format for submittals and additional information regarding the scope of work will be made available on October 21, 2013, on the Agency's webpage at www.moscowura.com. Bid documents can also be obtained at the Moscow Urban Renewal Agency's office, Moscow City Hall, 206 E. Third Street, Room 304, Moscow, Idaho 83843.

If you have questions, contact Jeffrey B. Jones at 208-883-7007, 208-608-2472 or jjones@ci.moscow.id.us.

In determining the best qualified proposal, the Moscow Urban Renewal Agency Board of Commissioners will consider all acceptable proposals on a basis consistent with RFP requirements.

The Moscow Urban Renewal Agency reserves the right to reject any and all proposals, to waive any irregularities in the proposals received and to accept the proposal that is in the best interest of the Agency.

The Moscow Urban Renewal Agency is an Equal Opportunity Employer. The Moscow Urban Renewal Agency is exempt from Federal and State taxes and will execute the required exemption certificates upon request.

MOSCOW URBAN RENEWAL AGENCY, Moscow, ID

Publish October 19 and November 2, 2013

1.0 Proposal Instructions and Information

- Please include your one (1) original proposal and one (1) CD copy for the evaluators. The CD to be formatted into one (1) PDF file and must include the signed signature page and the signed release form. The PDF file name shall be "project number, followed by company name". All valid Confidential files are to be provided as separate PDF file and title shall be project number, confidential, company name. (I.E. RFP 11-2013 Confidential Company Name). The Agency is subject to the Idaho Public Records Law. The proposer should review Section 1.6 of this RFP before determining whether any information should be deemed confidential.
- Proposals are to be received no later than November 12, 2013, 5:00 p.m., local time.
- The Contract Agreement and any attachments to this proposal will form the terms and conditions of the agreement and will be binding on the successful Proposer. The successful Proposer will be expected to execute the Contract Agreement and fully execute the services described within this document and their Proposal unless objections are submitted with the Proposal, no objections will be considered following the Proposal acceptance time.
- The Owner is the Moscow Urban Renewal Agency.
- If a "Proposal Schedule" is present, the Schedule shall be completely filled in by the Proposer and included in their proposal. Where proposal formats are requested, Proposer is to comply with all specifications.
- The submission package or envelope must be SEALED and plainly marked with the following: the Solicitation number, (2) the name of the item or service being sought, and (3) the opening date and time. The submitting Vendor's return address must appear on the envelope or package. Do not respond to more than one Solicitation in the same envelope. A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above. No responsibility will attach to the Agency, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. **DO NOT FAX YOUR BID OR PROPOSAL.** Bids and Proposals must be submitted in writing. No oral, telephone, facsimile, telegraphic, or late submissions will be considered. All submissions must be received at the Agency's Office and time and date stamped prior to the closing date and time. It is the submitting Vendor's responsibility to timely submit their Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped.
- **All bids must be signed.** Bids not signed will be disqualified and considered non-responsive.
- Additional sheets may be included if more room is needed for technical information, answers, and explanations.

1.0 Proposal Instructions and Information

1.1 Intent of Proposal

It is the intent of this proposal to describe the services being sought in sufficient detail to secure qualified proposals. Proposals will be evaluated using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

1.2 Proposer's Costs

The Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to the RFP become the property of the Agency and will not be returned.

1.3 Evaluation of Proposer

Before a contract will be awarded, the Agency may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the Agency to conduct reference investigations as needed. Proposals will be evaluated by a selection committee comprised of the Moscow Urban Renewal Agency Board of Commission and staff, and may include citizens of the Agency. Final decision will be made by the Agency Board.

1.4 Insurance

Prior to commencing to provide services under this Agreement, Proposer shall obtain at its sole cost and expense and thereafter maintain for the term of this Agreement, at least the minimum insurance coverages set forth below:

- Proposer shall maintain in full force and effect worker's compensation as required by applicable law or regulation, and provide proof to Agency of such coverage or that such worker's compensation insurance is not required under the circumstances.
- Proposer agrees to obtain and keep in force during the term of this Agreement a commercial general liability insurance policy on an occurrence basis (as opposed to a claims made basis) with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name the Moscow Urban Renewal Agency as an Additional Insured and protect its officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the Proposer's negligence during the performance of this Agreement.
- Proposer agrees to obtain and keep in force during the term of this Agreement a professional liability insurance policy with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.

1.0 Proposal Instructions and Information

- Employer's liability insurance in the minimum amount required by applicable law or regulation.
- Proposer shall provide to Agency proof of workers compensation and general, professional and employer's liability coverage as set forth above before commencing its performance as herein provided, and shall require insurer, to the extent commercially reasonable, to notify Agency ten (10) days prior to cancellation of said policy or policies..

1.5 Reserved Rights

The Moscow Urban Renewal Agency reserves the right to accept or reject proposals. The Agency may select a firm on the basis of the written proposal or may request oral presentations from the most highly rated firms under the evaluation criteria outlined above. The firm selected as the best qualified will then be requested to negotiate a contract.

1.6 Public Records/Confidential Information

Public Records

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. The Agency is a public agency. All documents in its possession are public records. Responses to this RFP are public records and, except as noted below, will be available for inspection and copying by any person. If any Proposer claims any material to be exempt from disclosure under the Idaho Public Records Law, the Proposer will expressly agree to defend, indemnify and hold harmless the Agency from any claim or suit arising from the Agency's refusal to disclose any such material. No such claim of exemption will be valid or effective without such express agreement.

Confidential Information

The Agency will take reasonable efforts to protect any information marked "confidential" by the Proposer, to the extent permitted by the Idaho Public Records Law. Confidential information must be submitted in a separate envelope, sealed and marked "Confidential Information" and will be returned to the Proposer upon request after the award of the contract. Please include the specific basis for your position that it be treated as exempt from disclosure. Marking your entire Proposal as exempt is not acceptable or in accordance with the Solicitation documents or the Public Records Law and will not be honored. It is understood, however, that the Agency will have no liability for disclosure of such information. Any questions regarding the applicability of the Public Records Law should be addressed by your own legal counsel **PRIOR TO SUBMISSION**. Any proprietary or otherwise sensitive information contained in or with any proposal is subject to potential disclosure.

1.7 Taxes

1.0 Proposal Instructions and Information

The Moscow Urban Renewal Agency is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the Agency. Items purchased by the Agency and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Proposer and are to be included in the Proposers pricing.

1.8 Request for Clarification, Protest of Proposal Requirements, Standards, Specs, or Process

Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Proposal may submit a written notification to the Agency's Executive Director, **to be received no later than 5:00 p.m. three (3) working days prior to the proposal opening date.** The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Agency may deny the protest, require that the Proposal document be modified, modify the proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the Agency or the Proposer.

Written requests are to be directed to:

Jeffrey B. Jones, AICP
Executive Director
206 E. Third Street
Moscow, Idaho 83843
Fax 208-883-7007
jjones@ci.moscow.id.us

Proposers shall contact only Jeffrey B. Jones, concerning this RFP. Contact with any other Agency representative or Agency Board Member shall be subject to disqualification.

1.9 Addenda to the RFP

If this RFP is modified by the Agency, the modifications will be sent to each Proposer in writing, either by fax, email, or mail. Verbal modifications are not binding on the Agency or the Proposer. No oral changes will be considered or acknowledged. Proposers are requested to acknowledge each addendum received in their Proposal Response.

1.10 Modification and Withdrawal of Proposal

A proposal may be modified or withdrawn by the Proposer prior to the set date and time for the opening of proposals.

1.11 Proposal Questions

Questions and responses of any one Proposer, which the Moscow Urban Renewal Agency deems may affect or cause an ambiguity in proposal responses, will be supplied to all prospective Proposers by addendum. The Moscow Urban Renewal Agency may,

1.0 Proposal Instructions and Information

by written notice to all respondents, cancel, postpone or amend the Request for Proposal (RFP) prior to the due date. If, in the opinion of the Moscow Urban Renewal Agency, the revisions or amendments will require additional time for a response, the due date will be extended to all participants. If revisions and amendments are not furnished to respondents prior to the due date, proposals shall be considered withdrawn and the process shall be re-initiated without further discussion.

1.12 Award Criteria

Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted.

Highest Ranked Proposer

All contracts or award of proposals shall be awarded to the highest ranked Proposer, with all evaluation criteria considered, provided that, the Agency's Board of Commissioners may award contracts to the Proposer it determines appropriate and may include entities with a significant local economic presence as described below.

Significant Local Economic Presence

To qualify as a proposer with a significant local economic presence, a firm must maintain in the Micropolitan Statistical Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the proposal opening.

Micropolitan Statistical Area

Includes and is limited to Latah County in the state of Idaho.

1.13 Proposal and Price Guarantee

It is desired that the submitted proposal remain in effect for a minimum of two years, along with all proposal pricing. If this is not accepted, Proposer is to so indicate.

1.14 Payments and Billings

The awarded Proposer will submit all invoices to:

Jeffrey B. Jones, AICP

Executive Director

206 E. Third Street

Moscow, Idaho 83843

Fax 208-883-7007

jjones@ci.moscow.id.us

Payments through the Moscow Urban Renewal Agency are processed weekly. The awarded Proposer can expect the Agency to issue and mail payment within 30 days after receipt of invoice.

1.15 Stop Work Order

1.0 Proposal Instructions and Information

Any "Stop Work Order" given to Awarded Proposer will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Proposer and/or his assigns.

1.16 Disadvantaged Business Enterprises (D.B.E.)

D.B.E. firms and business enterprises are encouraged to submit a proposal. Women owned and minority owned firms are encouraged to submit a proposal. The Agency actively encourages any proposals by D.B.E. firms for goods and services for the Agency.

1.18 The Moscow Urban Renewal Agency reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, to award on an "each item" basis (however, the Proposer may indicate "all or none"), and to accept the proposal deemed most advantageous to the best interest of the Moscow Urban Renewal Agency.

2.0 Terms and Conditions

2.1 Assignment or Subcontracting

The Proposer may not assign or transfer the agreement awarded or any interest therein or claim there under, or subcontract any portion of the work there under, without the prior written approval of the Moscow Urban Renewal Agency. If the Moscow Urban Renewal Agency consents to such assignment or transfer, the terms and conditions of the Agreement shall be binding upon any assignee or transferee.

2.2 Contract

The selected firms will be expected to execute a contract (Exhibit 1) with the Moscow Urban Renewal Agency. Any objections to the terms of the contract must be clearly stated in the proposal.

2.3 Ownership and Access to Records

While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between the Moscow Urban Renewal Agency and the Proposer, records will normally become the property of the Moscow Urban Renewal Agency and subject to state law and Moscow Urban Renewal Agency policies governing privacy and access to files.

2.4 Examination of Records

The Moscow Urban Renewal Agency shall have access to and the right to examine any pertinent books, documents, papers, and records of the Proposer involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Consultant shall retain project records for a period of five years from the date of final payment.

2.5 Conflict of Interest

2.5.1. The Proposer shall not hire any officer or employee of the Moscow Urban Renewal Agency to perform any service covered by this Agreement.

2.5.2. The Proposer affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Proposer's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the Moscow Urban Renewal Agency.

2.5.3. The Proposer shall not be in a reporting relationship to a Moscow Urban Renewal Agency employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Proposer.

2.6 Copyright

The Moscow Urban Renewal Agency shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Proposer warrants that all creators of copyrightable material delivered under this Agreement to the Moscow Urban Renewal Agency are, at the time of the material's creation, bona fide employees or subcontractors of the Proposer, and that such creation is within the course and scope of the creator's employment.

2.0 Terms and Conditions

2.7 Confidentiality

The Proposer shall use his or her best efforts to keep confidential any information provided by the Moscow Urban Renewal Agency and marked "Confidential Information," or any oral information conveyed to the Proposer by the Moscow Urban Renewal Agency and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

2.7.1. Information that the Proposer can demonstrate by written records was known to him or her prior to the effective date of this Agreement;

2.7.2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Proposer; or

2.7.3 Is obtained lawfully from a third party.

2.8 Non-Waiver

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

2.9 No Third-Party Rights

Nothing in this Agreement is intended to make any person or entity that is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

2.10 Standard for Performance

The parties acknowledge that the Moscow Urban Renewal Agency, in selecting the Proposer to perform the services hereunder, is relying upon the Proposers's reputation for excellence in the performance of the services required hereunder. The Proposer shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Proposer shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

2.11 Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

2.12 Applicable Law

The laws of the State of Idaho shall govern this agreement.

2.0 Terms and Conditions

2.13 Rejection of Proposals

The Moscow Urban Renewal Agency may, at its sole option, reject any and all proposals, for any reason, and reserves the right to re-solicit proposals in the event no response to the RFP is acceptable to the Moscow Urban Renewal Agency. Moscow Urban Renewal Agency is in no way obligated to any respondent for the work as set forth in the specifications.

2.13.1 The Moscow Urban Renewal Agency reserves the right to accept or reject proposals on each item separately or the RFP as a whole, without further discussion.

2.13.2 Proposals, which are incomplete, will be considered non-responsive to this solicitation and may be rejected without further consideration.

2.13.3 If, in the opinion of the Moscow Urban Renewal Agency, the solicitation does not result in reasonable prices to the Moscow Urban Renewal Agency, considering price and cost factors associated with the acquisition described herein, then all proposals shall be rejected. All participating respondents shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.

3.0 Project Specifications

Scope of Service:

By submitting a Proposal, the proposing company represents that they can supply Commercial Real Estate Services which meets the specifications set forth herein. This proposal requires the firm(s) to have an established Idaho Real Estate License.

With a view to obtaining the best results for the Moscow Urban Renewal Agency, these specifications cover minimum requirements for to which the successful Proposal shall conform. The specific proposal format requirements are defined beginning on page 13 of this RFP.

The Proposer shall:

- Provide marketing services for Agency owned properties.
- Provide and install marketing signage at the properties for sale /lease.
- Promote the properties regularly, as appropriate, in local and national marketing publications.
- Provide an aggressive Internet marketing presence.
- Create and distribute marketing fliers.
- Provide Agency with a monthly Marketing Status Report for each property being marketed, including:
 - * Number of inquiries on the property.
 - * Number of leads generated from inquiries.
 - * Number of showings.
 - * Number of Letters of Intent generated.
 - * If ultimately not interested in occupying the property, prospect's rationale for the loss of interest.
- Review and research of Letters of Intent and Pro Forma of prospective purchasers.
- Provide recommendations as to the viability of prospective tenants.
- Assist in the negotiation of sale and/or lease terms.
- Review cost estimates for improvements.
- Land trade/exchange assistance services.
- Land disposal and conveyance assistance services.
- Advisory Services.
- Coordination with Moscow Urban Renewal Agency staff.
- Other work related to commercial real estate disposition and/or leasing as it may occur.

The Agency prefers that services be provided on an exclusive basis. However, the Agency will consent to **limited dual agency** representation as per Idaho law. Applicants shall be familiar with Idaho law and the conveyance of real property by urban renewal agencies.

The Agency may contract with one or more Proposers as needed for a two (2) year contract agreement. A sample Professional Services Contract Agreement (Exhibit 1) is included in this proposal packet.

3.0 Project Specifications

Property Information:

Properties that are available for immediate marketing, sale and/or lease are as follows:

Parcel ID: RPM00270010020, 29,412/SF
Parcel ID: RPM00270010030, 28,370/SF
Parcel ID: RPM00270020040, 38,885/SF
Parcel ID: RPM00270020030, 36,997/SF
Parcel ID: RPM00270020020, 34,531/SF
Parcel ID: RPM00270020010, 35,029/SF

The Agency may add or remove parcels listed above at any time at its sole discretion. Attachments I-VI provide additional property information.

Work Process:

After the Proposer is selected and under contract, when a need is determined, the Agency will negotiate a Task Order, including an agreed-upon commission percentage, on a not to exceed basis, with estimated reimbursable included. Task Orders shall be negotiated on an as-needed basis. The Task Order will include at least a definition of the project scope, costs, and time frames. A sample Task Order is attached as Exhibit 2 to the sample contract.

Each Task Order shall be negotiated separately for scope of services, fees, and time frames. The Consultant shall designate a contact person to be available to negotiate each of the Task Orders as they occur to facilitate coordination and uniformity.

The Agency's Legal Counsel shall review all contracts for the purchase sale or exchange of properties within the scope of this Request for Proposal.

AS SET FORTH IN THE PROFESSIONAL SERVICES CONTRACT AGREEMENT, THE SELECTED PROPOSER SHALL NOT ASSIGN, ENTER INTO A JOINT VENTURE WITH OR IN ANY OTHER MANNER HYPOTHECATE ANY OF HIS/HER RESPONSIBILITIES UNDER THAT AGREEMENT TO A THIRD PARTY. AGENCY WILL NOT CONSENT TO SUCH ASSIGNMENT ABSENT A SHOWING BY THE PROPOSER OF EXTREME HARDSHIP OR OTHER EXTENUATING CIRCUMSTANCES REQUIRING ASSIGNMENT OF PROFESSIONAL SERVICES.

FORMAT OF PROPOSALS

All proposals submitted in response to this request should include the following headings to assist in evaluation. Proposals should be clear and to the point. Emphasis should be placed on specific qualifications of the people who will actually perform the work and on the firm's ability to manage the work. Please limit proposals to approximately 20 pages (double-sided) plus attachments such as resumes, firm literature, etc. Proposals not conforming to the requested format or not in compliance

3.0 Project Specifications

with the RFP will not receive full scoring. Ensure proposals provide information relative to the selection criteria outlined in the RFP.

Section 1 Cover Letter/Signature Page/Release

PASS/FAIL

Provide a cover letter which briefly states the firm's commitment to perform the work as described in the proposal. Attach the completed Signature Sheet and Release, which can be found on the following page of this RFP. The signature sheet and release must be signed by an individual authorized to bind the Proposer. All proposals submitted without such signature will be deemed non-responsive.

Section 2 Basic Qualifications

100 POINTS

Provide experience and tenure the Proposer has in acting as a commercial real estate broker, sales/leasing agent providing the services listed in the scope of work above. Proposer shall provide evidence of the respondents current real estate license and other license(s) and/or certification(s) required to perform this work.

Section 3 Available Staff

200 POINTS

Outline the experience and expertise and provide resumes of your key personnel relating to the work anticipated. A summary of the number of staff available to support these key individuals also should be provided.

Section 4 Ability to Provide Responsive Services

250 POINTS

The services anticipated by this proposal will, from time to time, be requested on short notice with tight time frames. Please outline the Consultant's approach and commitment for providing the necessary services in a timely fashion. Include a statement of your approach to completing tasks defined by the RFP, including descriptions and documentation of the methodology proposed.

Section 5 Cost for Services

250 POINTS

Sales and Acquisitions

Proposed Commission – no outside broker

Proposed Commission – co-brokered

Leasing

Proposed Commission – no outside broker

Proposed Commission – co-brokered

Consulting and other services

Proposed professional fees

Proposed fee structure (hourly, project based, or retainer)

Section 6 Prior Experience

200 POINTS

Submit a description of prior work done in the area of Commercial Sales, Leasing, and Land Acquisition Services, including a description of the types of work performed, frequency, prior clients, and historical client cost information. Provide references of at least three clients for whom similar services have been performed.

3.0 Project Specifications

Section 7 Appendix (Optional)

This section is to allow for any other information you believe is important to be noted as a part of the selection process.

Signature /Waiver Sheet

Name of Business: _____
Please print or type
Address: _____
Agency: _____
State: Zip Code: _____
Phone No.: _____
Fax No.: _____
Federal Tax ID: _____

Signature: _____

Printed Name: _____
E-Mail: _____
Title: _____
Date: _____

Significant Local Economic Presence: _____ Yes _____ No
(Misstatement of local presence may result in disqualification of the bid or proposal by the Agency Council).

Proposer Acknowledge Receipt of the Following Addenda:

Addendum #	Date
1. _____	_____
2. _____	_____
3. _____	_____

The above signed proposes to provide services in accordance with the specifications for RFP#11-2013 and to bind themselves, on the acceptance of this proposal, to enter into and execute a contract, of which this proposal, terms and conditions, and specifications will be part.

Non-Liability of Moscow Urban Renewal Agency (MURA)

The above signed acknowledges the rights reserved by the Agency to accept or reject any or all proposals as may appear to be in the best interest of the Agency. Furthermore, the above signed agrees that the MURA shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of MURA as identified above.

The above signed, including all team members, have carefully and thoroughly reviewed the RFP, and have found it to be complete and free from ambiguities and sufficient for its intended purpose.

The undersigned further agrees, if awarded a contract, to execute and deliver the same to the Agency within five (5) working days after receipt of an executed contract and to submit there with all required insurance certificates.

Exhibit 1: Sample Professional Services Contract Agreement

Project: RFP#11-2013, Commercial Real Estate Services

Proposer:

Owner: **Moscow Urban Renewal Agency**, Moscow, Idaho.

THIS AGREEMENT, made this ____ day of _____, 2013, by and between the Moscow Urban Renewal Agency, hereinafter referred to as "Owner", and Proposer, hereinafter referred to "Consultant", a corporation organized under the laws of the State of Idaho.

1. Scope of Services: Consultant shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Contract Agreement	Liability Insurance
Contractor Proposal	Workers' Compensation
Specifications	Professional Liability Insurance (Errors and Omission)
Acknowledgement	Task Order Form "Exhibit 2"

2. Indemnification and Insurance: Consultant shall indemnify and save and hold harmless Agency from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Consultant, it's servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Agency or its employees. In addition, Consultant shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Agency shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Agency; and if Agency becomes liable for an amount in excess of the insurance limits, herein provided, Consultant covenants and agrees to indemnify and save and hold harmless Agency from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Consultant shall provide Agency with a Certificate of Insurance, or other proof of insurance evidencing Consultant's compliance with the requirements of this paragraph and file such proof of insurance with the Agency. In the event the insurance minimums are changed, Consultant shall immediately submit proof of compliance with the changed limits. Additionally, the Consultant shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Consultant shall require the Sub consultant to provide Workers Compensation Insurance for himself and any/all the latter's employees. It is mutually agreed and understood by the parties that the Consultant and the Consultant's employees,

Exhibit 1: Sample Professional Services Contract Agreement

agents, servants, guests and business invitees, and are acting as independent Consultants and are in no way employees of the Agency.

3. **Errors and Omission:** Consultant will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code (\$500,000). Proof of all insurance shall be submitted to Moscow Urban Renewal Agency, Executive Director, 206 E. Third Street, Moscow, ID. 83843.
4. **Independent Consultant:** In all matters pertaining to this agreement, Consultant shall be acting as an independent Consultant, and neither Consultant, nor any officer, employee or agent of Consultant will be deemed an employee of Agency. The selection and designation of the personnel of the Agency in the performance of this agreement shall be made by the Agency.
5. **Compensation:** For performing the services specified in Section 1 herein, Owner agrees to reimburse Consultant according to the attached "Exhibit 2". Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Agency Board approval.
6. **Method of Payment:** Consultant will invoice the Moscow Urban Renewal Agency, 206 E. Third Street, Moscow, ID 83843 directly for all current amounts earned under this Agreement. Owner will pay all invoices within thirty days after receipt.
7. **Notices:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Moscow Urban Renewal Agency
Attn: Jeffrey B. Jones, AICP
206 E. Third Street
Moscow, Idaho 83843

Consultant Name and Address

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

8. **Attorney Fees:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
9. **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

Exhibit 1: Sample Professional Services Contract Agreement

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.

10. Force Majeure: Any delays in or failure of performance by Consultant shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Consultant, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Consultant. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.
11. Assignment: It is expressly agreed and understood by the parties hereto, that Consultant shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Agency.
12. Discrimination Prohibited: In performing the Services required herein, Consultant shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical disability.
13. Reports and Information: At such times and in such forms as the Agency may require, there shall be furnished to the Agency such statements, records, reports, data and information as the Agency may request pertaining to matters covered by this Agreement.
14. Audits and Inspections. At any time during normal business hours and as often as the Agency may deem necessary, there shall be made available to the Agency for examination all of Consultant's records with respect to all matters covered by this Agreement. Consultant shall permit the Agency to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
15. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Agency shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Exhibit 1: Sample Professional Services Contract Agreement

16. Compliance with Laws: In performing the scope of services required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
17. Changes: The Agency may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between the Agency and Consultant, shall be incorporated in written amendments to this Agreement.
18. Termination for Cause: If, through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Agency shall thereupon have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Consultant under this Agreement shall, at the option of the Agency, become its property, and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, Consultant shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Agreement by Consultant, and the Agency may withhold any payments to Consultant for the purposes of set-off until such time as the exact amount of damages due the Agency from Consultant is determined. This provision shall survive the termination of this agreement and shall not relieve Consultant of its liability to the Agency for damages.

19. Termination for Convenience of Agency: The Agency may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Consultant. If the Agreement is terminated by the Agency as provided herein, Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Consultant covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Consultant, Section 19 hereof relative to termination shall apply.
20. Consultant to Pay or Secure Taxes: The Consultant in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Consultant's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3)

Exhibit 1: Sample Professional Services Contract Agreement

That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Moscow Urban Renewal Agency may withhold from any payment due the Consultant hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Consultant is liable.

21. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
22. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
23. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Agency may terminate this agreement upon 15 (fifteen) days notice.
24. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Moscow.
25. Term: This agreement shall not be valid for more than two (2) years from the date of approval by the Agency.
26. Approval Required: This Agreement shall not become effective or binding until approved by the Moscow Urban Renewal Agency Board of Commissioners.

END OF AGREEMENT

Exhibit 1: Sample Professional Services Contract Agreement

IN WITNESS WHEREOF, the Agency and the Proposer/Consultant have executed this Agreement as of the date first above written.

Moscow Urban Renewal Agency

Consultant Name & Address

APPROVED BY:

John McCabe, Chairman Date
Date

Signature Date

ATTEST:

Print Name

Stephanie Kalasz, City Clerk Date

CONTRACT AMOUNT:
Task Order Basis

ACKNOWLEDGEMENT

State of _____)
) ss
County of _____)

On this _____ day of _____ 20____, before me personally appeared _____ known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is _____ and that he executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Notary Public _____

Residing at _____

My Commission Expires _____

Exhibit 2: Sample Agency Task Order

This Task Order, entered into this _____ day of _____, 20____, between the Moscow Urban Renewal Agency (hereinafter referred to as "AGENCY") and _____ Company name (hereinafter referred to as the "CONSULTANT(S)"), is subject to the provisions of the RFQ/P Real Estate Brokerage Services, RFQ/P XX-XXX, dated Month Day, Year (hereinafter referred to as the "Agreement").

WITNESSETH:

WHEREAS, AGENCY intends to _____, hereinafter referred to as the Project;

NOW, THEREFORE, AGENCY and CONSULTANT(S) in consideration of their mutual covenants herein agree in respect as set forth below.

Client Information and Responsibilities:

The AGENCY will provide CONSULTANT(S) the data and/or services as specified in the Agreement.

In addition, the AGENCY will furnish to CONSULTANT(S) _____.

Services to be furnished by CONSULTANT(S):

CONSULTANT(S) will _____ (attached additional sheets as necessary):

Schedule of Services to be Performed (Attached additional sheets as necessary):

CONSULTANT(S) will perform said services within _____ calendar days of the date of this Task Order.

Basis of Fee and Billing Schedule:

The AGENCY will pay CONSULTANT(S) for its services and reimbursable expenses as follows: _____, with a not-to-exceed cost for each Project assignment or a lump sum fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Task Order Agreement as of the day and year first above written.

MURA

Consultant

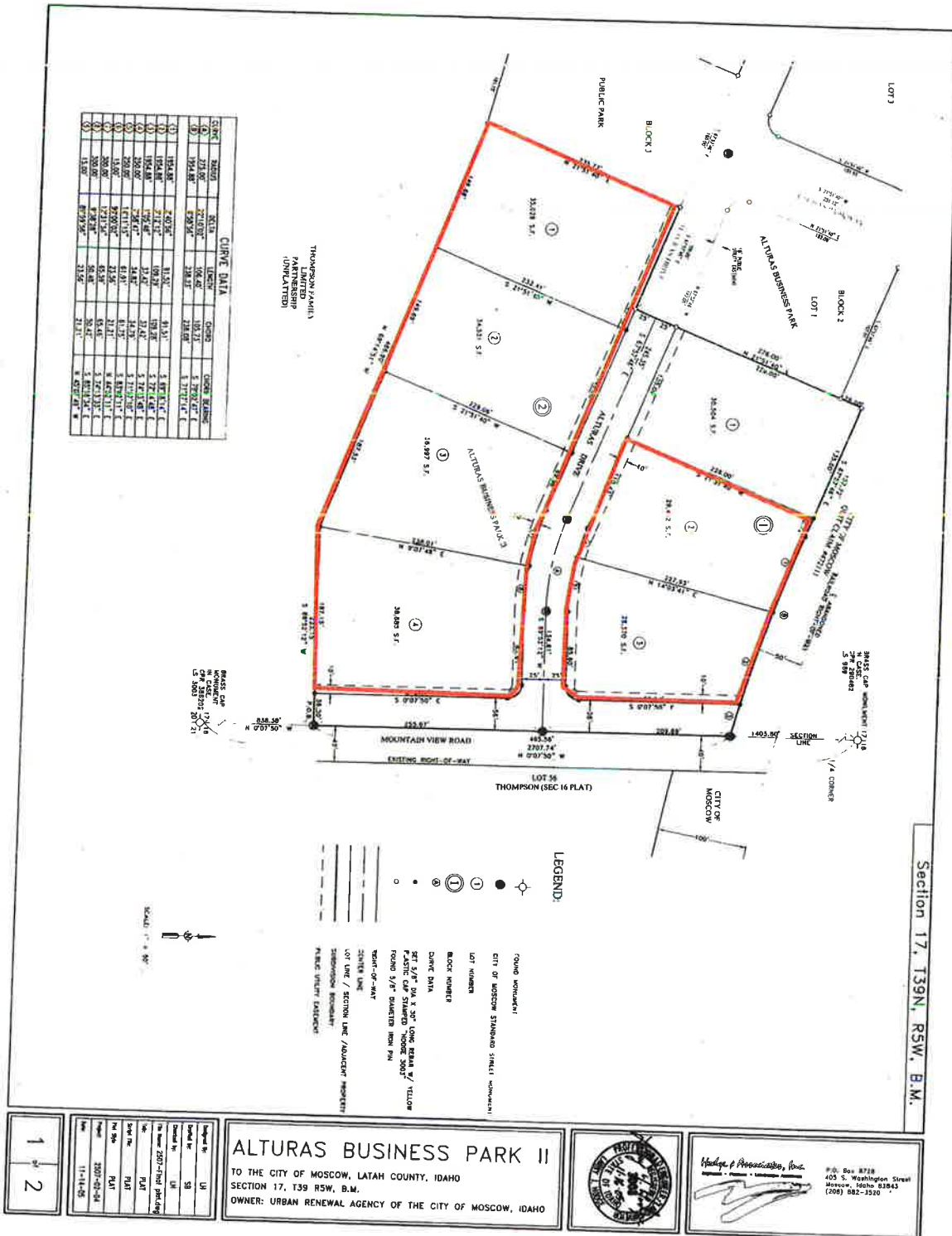
Recommended for approval:

Yes ☐ No ☐

I hereby acknowledge receipt and acceptance of this Task Order for:

Approved by (Signature):	Approved by (Signature):
Print Name:	Print Name:
Title:	Title:
Date:	Date:

ATTACHMENT I: Plat



ATTACHMENT II: Disposition of MURA Owned Property

The following process will be used in the marketing and sale of lots in the Alturas II subdivision. The lots in Alturas II are owned by the Moscow Urban Renewal Agency ("MURA") and the disposal of such real property is proscribed by Idaho Code §50-2011†.

The following process is specifically intended to meet the requirements of Idaho Code and to implement the intents and purposes of The Second Amended and Restated City of Moscow, Idaho Research and Technology Park Urban Renewal /Competitively Disadvantaged Border Community Area plan 2005 (The "Plan") as adopted by the Moscow Urban Renewal Agency and the City of Moscow.

The Moscow Urban Renewal Agency may retain the services of outside vendors for the marketing and sale of lots, including but not limited to real estate brokers or agents or other entities.

Step One: Publish Notice of Request for Proposals

Publish notice of the Request for Proposals for development of the real property must be published in a newspaper of general circulation (Moscow Pullman Daily News for thirty days. Such notice shall identify the area, or portion thereof, and shall state that proposals shall be made by those interested within thirty (30 days) after the date of publication of said notice, and that such further information as is available may be obtained at such office as shall be designated in said notice. Responses to the FRP must be received within the thirty day period announced in the notice.

Step Two: Requirements of Responses

Proposers must respond within the thirty day period announced in the notice. The proposal(s) should include a proposal for development and purchase or lease of the property and statements of qualifications of the proposer. The proposal must also include an executed Release, Waiver and Indemnity Agreement (form to be provided by the Urban Renewal Agency) as well as a letter of preliminary zoning compliance from the City of Moscow Zoning Administrator.

Step Three: Selection of Proposals

Proposal and qualifications are considered by the MURA Commissioners during a regular Commission meeting. If multiple proposals are received, the MURA Commissioners shall consider all such proposals and the financial and legal ability of the persons making such proposals to carry them out, and may negotiate with any persons for proposals for the purchase, lease or other transfer of any real property acquired by the Agency in the urban renewal area. The MURA may accept the proposal as it deems to be in the public interest and in furtherance of the purposes of Idaho Urban Renewal laws and the plan.

Step Four: Negotiation Procedures

ATTACHMENT II: Disposition of MURA Owned Property

After selection of the successful proposal, the MURA shall enter into an Exclusive Negotiation Agreement (ENA) with the developer. Such ENA shall define the terms of the negotiation, time period for negotiation, deposit, development concept, purchase or lease price, requirements of financial ability to complete the project, identification of process and participants in the development of the project and other considerations. The purpose of the ENA is to engage in good-faith negotiations with the developer in order to assure a project that is designed to meet the intents and purposes of the Plan.

Step Five: Appraisal

After the MURA and the developer have executed the ENA, the MURA shall retain the services of a certified real estate appraiser for the purposes of appraisal of the property. Such appraisal shall determine the fair value of the real property. In determining the fair value of real property for uses in accordance with the Plan, the appraiser and the MURA shall take into account and give consideration to the uses provide in the Plan; the restrictions upon, and the covenants, conditions and obligations assumed by the developer. The appraiser shall consider all matters relevant and customary to real estate appraisals and shall consider all the objections of the Plan and the uses proposed by the developer.

Step Six: Satisfaction of Exclusive Negotiation Agreement and Acceptance of Appraisal

Upon successful completion of the requirements of the ENA, the MRUA and the developer shall enter into a Disposition and Development Agreement which shall contain appropriate assurances that the developer shall complete the project in accordance with the ENA and the Plan.

Step Seven: Transfer of Title

Upon the successful negotiation and execution of the Disposition and Development Agreement, the MURA shall, for no less than the fair use of such property, transfer the same to the developer.

† 50-2011. Disposal of property in urban renewal area. (a) An urban renewal agency may sell, lease, or otherwise transfer real property or any interest therein acquired by it for an urban renewal project, and may enter into contracts with respect thereto, in an urban renewal area for residential, recreational, commercial, industrial, educational or other uses or for public use, or may retain such property or interest for public use, in accordance with the urban renewal plan, subject to such covenants, conditions and restrictions, including covenants running with the land, as it may deem to be necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this act: Provided, that such sale, lease, other transfer, or retention, and any agreement relating thereto, may be made only after the approval of the urban renewal plan by the local governing body. The purchasers or lessees and their successors and assigns shall be obligated to devote

ATTACHMENT II: Disposition of MURA Owned Property

such real property only to the uses specified in the urban renewal plan, and may be obligated to comply with such other requirements as the urban renewal agency may determine to be in the public interest, including the obligation to begin within a reasonable time any improvements on such real property required by the urban renewal plan. Such real property or interest shall be sold, leased, otherwise transferred, or retained at not less than its fair value for uses in accordance with the urban renewal plan except property disposed of by it to the community or any other public body which property must be disposed of pursuant to the provisions of subsection (f) of section 50-2015, Idaho Code, even though such fair value may be less than the cost of acquiring and preparing the property for redevelopment. In determining the fair value of real property for uses in accordance with the urban renewal plan, an urban renewal agency shall take into account and give consideration to the uses provided in such plan; the restrictions upon, and the covenants, conditions and obligations assumed by the purchaser or lessee or by the urban renewal agency retaining the property; and the objectives of such plan for the prevention of the recurrence of slum or blighted areas. The urban renewal agency in any instrument of conveyance to a private purchaser or lessee may provide that such purchaser or lessee shall be without power to sell, lease or otherwise transfer the real property without the prior written consent of the urban renewal agency until he has completed the construction of any or all improvements which he has obligated himself to construct thereon. Real property acquired by an urban renewal agency which, in accordance with the provisions of the urban renewal plan, is to be transferred, shall be transferred as rapidly as feasible in the public interest consistent with the carrying out of the provisions of the urban renewal plan. Any contract for such transfer and the urban renewal plan (or such part or parts of such contract or plan as the urban renewal agency may determine) may be recorded in the land records of the county in such manner as to afford actual or constructive notice thereof.

(b) An urban renewal agency may dispose of real property in an urban renewal area to private persons only under such reasonable competitive bidding procedures as it shall prescribe or as hereinafter provided in this subsection. An urban renewal agency may, by public notice by publication in a newspaper having a general circulation in the community (thirty (30) days prior to the execution of any contract to sell, lease or otherwise transfer real property and prior to the delivery of any instrument of conveyance with respect thereto under the provisions of this section) invite proposals from and make available all pertinent information to private redevelopers or any persons interested in undertaking to redevelop or rehabilitate an urban renewal area, or any part thereof. Such notice shall identify the area, or portion thereof, and shall state that proposals shall be made by those interested within thirty (30) days after the date of publication of said notice, and that such further information as is available may be obtained at such office as shall be designated in said notice. The urban renewal agency shall consider all such redevelopment of rehabilitation proposals and the financial and legal ability of the persons making such proposals to carry them out, and may negotiate with any persons for proposals for the purchase, lease or other transfer of any real property acquired by the agency in the urban renewal area. The urban renewal agency may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of this act. The agency may execute such contract in accordance with the

ATTACHMENT II: Disposition of MURA Owned Property

provisions of subsection (a) and deliver deeds, leases and other instruments and take all steps necessary to effectuate such contract.

(c) An urban renewal agency may temporarily operate and maintain real property acquired by it in an urban renewal area for or in connection with an urban renewal project pending the disposition of the property as authorized in this act, without regard to the provisions of subsection (a) above, for such uses and purposes as may be deemed desirable even though not in conformity with the urban renewal plan.

(d) Any real property acquired pursuant to section 50-2007(d) may be disposed of without regard to other provisions of this section if the local governing body has consented to the disposal.

(e) Notwithstanding any other provisions of this act, and notwithstanding subsection (b) of this section, land in an urban renewal project area designated under the urban renewal plan for industrial or commercial uses may be disposed of to any public body or nonprofit corporation for subsequent disposition as promptly as practicable by the public body or corporation for redevelopment in accordance with the urban renewal plan, and only the purchaser from or lessee of the public body or corporation, and their assignees, shall be required to assume the obligation of beginning the building of improvements within a reasonable time. Any disposition of land to a nonprofit corporation under this subsection shall be made at its fair value for uses in accordance with the urban renewal plan. Any disposition of land to a public body under this subsection shall be made pursuant to the provisions of subsection (f) of section 50-2015, Idaho Code.

(f) Property previously acquired or acquired by an agency for rehabilitation and resale shall be offered for disposition within three (3) years after completion of rehabilitation, or an annual report shall be published by the agency in a newspaper of general circulation published in the community listing any rehabilitated property held by the agency in excess of such three (3) year period, stating the reasons such property remains unsold and indicating plans for its disposition.

History:

[50-2011, added 1965, ch. 246, sec. 11, p. 600; am. 1985, ch. 183, sec. 1, p. 468; am. 1987, ch. 259, sec. 2, p. 538.]

ATTACHMENT III: Release, Waiver and Indemnity Agreement

RELEASE, WAIVER AND INDEMNITY AGREEMENT _____, 2014

The undersigned has read and fully accepts the discretion and non-liability of Urban Renewal Agency of Moscow, Idaho (MURA), City of Moscow, Idaho (hereinafter "City") as stipulated herein.

A. Discretion of City and MURA

MURA reserves the right in its sole discretion and judgment for whatever reasons it deems appropriate to, at any time:

1. Modify or suspend any and all aspects of the process seeking interested developers for the lots located in the area known as Alturas Business Park Phase II to the City of Moscow, Latah County, Idaho, pursuant to the Second Amended and Restated City of Moscow, Idaho Research and Technology Urban Renewal/Competitively Disadvantaged Border Community Area Plan 2005 (hereinafter "Project"), herein referred to as Submissions of Interest ("SOI");
2. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to MURA's SOI (any such person, entity, or group so responding is, for convenience, hereinafter referred to as "Developer"), and to ascertain the depth of Developer's capability and desire to purchase and/or lease and develop the property expeditiously, and in any and all other respects, to meet with and consult with any or any other person, entity, or group;
3. Waive any formalities or defects as to form, procedure, or content with respect to its SOI and any responses by any Developer thereto;
4. Accept or reject any proposal or statement of interest received in response to the SOI including any proposal or statement of interest submitted by the undersigned, or select one Developer over another;
5. Accept or reject all or any part of any materials, drawings, plans, implementation programs, schedules, phasings, and proposals or statements, including, but not limited to, the nature and type of development.

B. Non-Liability of City and MURA

The undersigned agrees: (1) that neither City nor MURA shall have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any of the following; and (2) that the undersigned has not and shall not obtain at any time, whether before or after acceptance or rejection of any statement of interest or proposal, any claim or claims against City, MURA, or any of them, or against City property (all as

ATTACHMENT III: Release, Waiver and Indemnity Agreement

hereinafter defined) or MURA, directly or indirectly, by reason of all or any of the following:

1. Any aspect of the SOI, including any information or material set forth therein or referred to therein;
2. Any modification or suspension of the SOI for informalities or defects therein;
3. Any modification of or criteria or selection or defects in the selection procedure of any act or omission of MURA with respect thereto, including, but not limited to, obtaining information from any Developer contacts or consultations with Developers who have submitted statements of interest or proposals as to any matters or any release or dissemination of any information submitted to MURA;
4. The rejection of any statement of interest or proposal, including any statement of interest or proposal by the undersigned, or the selection of one Developer over another;
5. The acceptance by MURA of any statement of interest or proposal;
6. Entering into and thereafter engaging in exclusive negotiations;
7. The expiration of exclusive negotiations;
8. Entering into any development agreement, other agreement or lease, relating to the statement of interest or proposal, or as a result thereof;
9. Any statement, representations, acts, or omissions of MURA in connection with all or any of the foregoing;
10. The exercise of MURA discretion and judgment set forth herein or with respect to all or any of the foregoing; and
11. Any and all other matters arising out of or directly or indirectly connected with all or any of the foregoing.

The undersigned further, by its execution of this Release, expressly and absolutely waives any and all claim or claims against MURA and MURA property, or City and City property, directly or indirectly, arising out of or in any way connected with all or any of the foregoing.

For purposes of this section, the terms "MURA," and "City" include their respective commissioners, appointed and elected officials, members, officers, employees, agents, selection committee, volunteers, successors, and assigns; the terms "MURA property," or "City property" include property which is the subject of the SOI and all other property of MURA and City, real, personal, or of any other kind or

ATTACHMENT III: Release, Waiver and Indemnity Agreement

character; the terms "claim or claims" include any and all protests, rights, remedies, interest, objections, claims, demands, actions, or causes of actions, of every kind or character whatsoever, in law or equity, for money or otherwise including, but not limited to, claims for injury, loss, expense, or damage, claims to property, real or personal, or rights or interests therein, and claims to contract or development rights or development interests of any kind or character, in any MURA and/or City property, or claims which might be asserted against to cloud title to MURA or City property. The words "Developer or Developers" shall include any person, entity, or group responding to MURA's SOI.

C. Hold Harmless and Indemnity

The undersigned shall defend, hold harmless, and indemnify MURA and City, and each of them, from and against any and all claims, directly or indirectly, arising out of the SOI and the Undersigned's responses thereto, including, but not limited to, claims, if any, made by Undersigned or by anyone connected or associated with Undersigned or by anyone claiming directly or indirectly through Undersigned.

Company Name

By: Company Representative

Its: Representative Title

Date: _____

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2014, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he executed the foregoing document in his official capacity as _____ of _____.

Notary Public for the State of Idaho

Residing at _____

My commission expires _____

ATTACHMENT IV: Research, Technology & Office Zoning District (RTO)

Chapter 3

COMMERCIAL ZONING DISTRICTS

- Sec. 3-1: Purpose
- Sec. 3-2: Residential/Office Zoning District (RO)
- Sec. 3-3: Neighborhood Business Zoning District (NB)
- Sec. 3-4: Research, Technology and Office Zoning District (RTO)
- Sec. 3-5: Central Business Zoning District (CB)
- Sec. 3-6: General Business Zoning District (GB)
- Sec. 3-7: Motor Business Zoning District (MB)
- Sec. 3-8: Industrial Zoning District (I)

Sec. 3-1. Purpose.

The commercial Zoning Districts created by this Chapter are established to promote the orderly development and maintenance of commercial and industrial areas that are compatible with adjacent residential land uses and supplied with adequate existing or potential public services and facilities. The zoning regulations contained herein recognize that commercial and industrial land uses can have substantial impacts on the community as a whole and upon the public services and facilities which are used by City residents and residents of other communities. Zoning for commercial and industrial uses shall be based on the following factors:

1. The physical character of the site;
2. Quality of existing public facilities and utilities;
3. Costs and feasibility of expanding or modifying existing public facilities;
4. Current land use in the vicinity of the site;
5. Capacity of the community transportation network within the vicinity of the site and throughout the community;

6. Community development policies as stated in the Comprehensive Plan; and 7. The need for more commercial or industrial zoned land in the City or the neighborhood of the site.

Sec. 3-2. Residential/Office Zoning District (RO).

A. Intent: The RO Zoning District is a moderately intensive zone including both offices and high density housing. It serves as a transitional Zoning District between residential Zoning Districts and commercial or industrial Zoning Districts. The RO Zoning District is appropriately applied in the following circumstances:

1. On the perimeter of commercial or industrial districts where they abut residential land uses;
2. Where transportation network use is greater than desirable for lower density residential uses;
3. Where landforms create sites which are reasonably accessible by transportation systems and which are buffered from nearby residential areas; and
4. Where the development patterns in a neighborhood will allow development of moderate intensity to occur without producing adverse visual impact or harm to the transportation network.

B. Permitted Principal Uses and Structures:

1. Single family dwelling.
2. Two family dwelling.
3. Twinhome dwelling.
4. Townhouse dwelling, subject to the Specific Use Standards of Chapter 12 of this Code.
5. Multiple family dwelling.
6. Establishments that provide clerical, professional, or other skilled services and which do not involve substantial fabrication, repair, or sale of goods. Examples of such uses include, but are not limited to, the

ATTACHMENT IV: Research, Technology & Office Zoning District (RTO)

dwellings – five thousand (5,000) square feet or eight hundred (800) square feet of lot area per dwelling, whichever is greater.

ii. Twinhome dwellings – two thousand two hundred fifty (2,250) square feet.

iii. Townhouse dwellings – one thousand eight hundred (1,800) square feet.

b. Minimum Lot Width:

i. Single family, two (2) family and multiple family dwellings - fifty feet (50').

ii. Twinhome dwellings – twenty five feet (25').

iii. Townhouse dwellings – eighteen feet (18').

2. Non-Residential Uses:

a. Minimum Lot Area - none specified.

b. Minimum Lot Width - none specified.

H. Minimum Yard Requirements:

1. Residential Uses:

a. Front - ten feet (10').

b. Side - five feet (5'); the sum of the two (2) side yards shall be at least fifteen feet (15') for lots greater than fifty-five feet (55') in width and ten feet (10') for lots fifty-five feet (55') or less in width. Eight feet (8') for twinhome and townhouse exterior side yards.

c. Rear - twenty feet (20').

d. Street side - ten feet (10').

e. Twinhome dwelling and

Townhouse dwelling interior side – none.

2. Non-Residential Uses:

a. Front - ten feet (10').

b. Side - five feet (5').

c. Rear - ten feet (10'); twenty feet (20') when rear yard abuts residentially zoned land.

d. Street side - ten feet (10').

I. Required Open Space: A minimum of seventy-five (75) square feet of functional open space shall be provided per dwelling unit; a

minimum of four hundred (400) square feet of functional open space shall be provided for each lot on which a residential use is located.

J. Maximum Height of Structures: forty feet (40').

K. Signs: Pursuant to the Moscow Sign Code.

L. Fences:

1. No fence shall exceed a height of six feet (6'), except fences located on school grounds or in public parks.

2. Fences constructed within required front yards or street side yards shall not exceed the following heights:

a. Solid fences - three feet (3').

b. Open rail fences and other open fences where the posts and material constitute not more than one-third (1/3) of the fence area - four feet (4), six inches (6").

3. Barbed wire fences or other fences constructed in a manner that may be hazardous to persons or animals are prohibited.

4. Solid fences installed on top of or within five feet (5') of fill retaining walls that are built at site or rear property lines shall not exceed a height of six feet (6') minus one-half the elevation difference between the high and low sides of the wall.

(Ord. 97-33, 11/3/97; 98-15, 4/20/98; 2005-33, 12/19/2005; 2007-11, 09/17/2007; 2010-24, 11/15/2010)

Sec. 3-3. Neighborhood Business Zoning District (NB).

A. Intent: The NB Zoning District is the lowest intensity commercial Zoning District permitted within the City. It is intended to apply to areas of less than two (2) acres, where commercial services may be provided in convenient locations serving adjoining residential neighborhoods rather than the community as a whole. The commercial services permitted are those where traffic generation, access

ATTACHMENT IV: Research, Technology & Office Zoning District (RTO)

requirements, impacts of lighting, neighborhood need for services, and noise production will be compatible with residential uses. The NB Zoning District is appropriately applied in the following circumstances:

1. Where local commercial facilities will serve the everyday needs of a limited neighborhood area; 2. Where activity levels associated with small scale office development can be accommodated or tolerated by surrounding land uses and existing public services; 3. Where a neighborhood core is identified which is easily accessible by pedestrian or vehicular circulation; and 4. Where such commercial development will result in minimal interference with residential uses in the vicinity of the NB Zoning District.

B. Permitted Principal Uses and Structures:

1. Residential uses, including Residential Rental Unit, provided that any dwellings located on the ground floor shall be located behind commercial uses in a manner that will not interrupt commercial frontage.
2. Retail sales and personal services conducted wholly within an enclosed building, including restaurants, but limited to sale of goods and services to the household consumer. Excluded from this Zoning District are dealers in large commodities such as automobiles, appliances, furniture, and other goods of similar nature or character.
3. Establishments that provide clerical, professional, or other skilled services which do not involve substantial fabrication. Examples of such uses include but are not limited to the offices of professionals such as doctors, lawyers, accountants, counselors, architects, and engineers; insurance and business consultant offices; administrator's offices; beauty

and barber shops; and graphic and photographic studios.

4. Group day care facility or small day care facility.

5. Community or neighborhood center operated by an agency of local government.

6. Parking facilities for uses permitted within the NB Zoning District.

7. Churches, convents, monasteries, synagogues and mosques.

C. Permitted Accessory Uses and Structures: Family day care facility.

D. Conditional Uses:

1. Large day care facility.

2. Uses involving the assembly, treatment, processing, or fabrication of consumer products to be sold at retail on the premises. Such uses shall not utilize a structure which exceeds one thousand (1,000) square feet of gross floor area. No operation conducted on the premises shall constitute a public nuisance beyond the property lines by reason of smoke, fumes, odor, steam, gasses, vibration, noise, hazards or other causes.

3. Schools, commercial schools and educational institutions, with specific consideration given to traffic, parking, safety and nuisance issues, as well as cumulative impacts of and proximity to existing schools, commercial schools and educational institutions in the vicinity.

E. Limitations On Uses: None specified.

F. Lot Requirements:

1. Residential Uses:

a. Minimum Lot Area - five thousand (5,000) square feet; eight hundred (800) square feet per dwelling unit, whichever is greater.

b. Minimum Lot Width - fifty feet (50').

2. Non-Residential Uses:

a. Minimum Lot Area - none specified.

b. Minimum Lot Width - none specified.

ATTACHMENT IV: Research, Technology & Office Zoning District (RTO)

G. Minimum Yard Requirements:

1. Front - twenty feet (20').
2. Side - ten feet (10').
3. Rear - twenty feet (20').

H. Required Open Space: A minimum of seventy-five (75) square feet of functional open space shall be provided per dwelling unit; a minimum of four hundred (400) square feet of functional open space shall be provided for each lot on which a residential use is located.

I. Maximum Height of Structures: forty feet (40').

J. Signs: Pursuant to the Moscow Sign Code.

K. Fences:

1. No fence shall exceed a height of six feet (6'), except fences located on school grounds or in public parks.

2. Fences constructed within required front yards or street side yards shall not exceed the following heights:

- a. Solid fences - three feet (3').

- b. Open rail fences and other open fences where the posts and material constitute not more than one-third (1/3) of the fence area - four feet (4'), six inches (6").

3. Barbed wire fences or other fences constructed in a manner that may be hazardous to persons or animals are prohibited.

(Ord. 2005-33, 12/19/2005; 2007-11, 09/17/2007)

Sec. 3-4. **Research, Technology and Office Zoning District (RTO):**

- A. Intent: The RTO Zoning District is created to take advantage of technology developed and expertise available at the University of Idaho and the transfer of technology to the private sector. It is intended that a high quality environment which is conducive to the successful operation and attraction of research and technology-based businesses be

established in this Zoning District compatible with the University of Idaho campus and the City Central Business Zoning District. This Zoning District is appropriate where adequate infrastructure is available and where neighboring land uses will enhance, or not detract from, the intent and uses of the RTO Zoning District. The RTO Zoning District should be located adjacent to or in close proximity to arterial or collector streets. Permitted uses include but are not limited to those directly involved in research and development; manufacture of prototype goods or goods from prototype machinery or processes; limited light manufacturing beyond prototype compatible with a research and development environment; and a limited range of office uses that could provide services to the research and development functions or could be converted to research and development uses as the market for such space warrants.

B. Permitted Principal Uses and

Structures: In an RTO Zoning District, only the following are permitted as hereinafter specifically provided and allowed in this Chapter, and are subject to the off-street parking requirements and general provisions and exceptions set forth in this Zoning Code:

1. Research and development establishments that offer support to the research and technology purposes of the Zoning District, including the manufacture or creation of prototype products or processes.
2. Light manufacturing (as defined in the Zoning Code) that offers support to the research and technology purposes of the Zoning District.
3. Professional, executive and clerical offices that offer support to the research and technology purposes of the Zoning District. "Professional" as used in this subsection, includes,

ATTACHMENT IV: Research, Technology & Office Zoning District (RTO)

but is not limited to: attorneys, accountants, tax consultants, engineers, architects and other professional enterprises and offices which can support the research and technology purposes and uses of the Zoning District. Medical offices engaged primarily in the provision of health care to patients are excluded from this Zoning District.

4. Financial services that offer support to the research and technology purposes of the Zoning District, except full-service banks and savings and loan institutions. Financial services shall include, but not be limited to, brokerage firms, investment firms, and insurance firms.

5. Publishing houses that offer support to the research and technology purposes of the Zoning District.

6. One commercial eating and drinking establishment shall be permitted in an RTO Zoning District with less than twenty five (25) acres; two such establishments shall be permitted in an RTO Zoning District with twenty five (25) to fifty (50) acres; and three such establishments shall be permitted in an RTO Zoning District with more than (50) acres.

7. Family day care facilities, group daycare facilities, small and large day care facilities as defined by this Code that offer support to the research and technology purposes of the Zoning District.

C. Permitted Accessory Uses and Structures: In an RTO Zoning District, only the following uses are permitted as accessory uses and as hereinafter specially provided and allowed by this Chapter:

1. Off-street parking lots and structures providing parking for uses within the RTO Zoning District.

2. Indoor storage of products produced in the RTO Zoning District.

3. Cafeterias.

4. Retail sales in support of the intent, purposes and permitted uses of the RTO Zoning District.

D. Conditional Uses:

Commercial schools directly associated with a research and technology business.

Specific consideration shall be given to cumulative impacts of and proximity to existing commercial schools in the vicinity.

E. Special Uses:

Retail sales directly related to a permitted use in the RTO Zoning District conducted at a higher level of intensity than an accessory use.

F. Limitations On Uses:

1. The following standards are or will be met:

a. Noise. At the property line the sound pressure level of noise radiated from a facility shall conform to the requirements of the Code.

b. All uses and related commercial activities shall be conducted wholly and entirely within an enclosed building, except for parking and loading areas, outdoor dining areas for eating and drinking establishments, and outdoor play areas necessary for day care facilities.

2. Uses specifically not permitted within the RTO Zoning District, include, but are not limited to, the following:

a. Automotive wrecking, repair, sales or storage.

b. Concrete mixing plants.

c. Drive-up windows.

d. Residential uses.

e. Uses involving the use of machinery out of doors that generate significant noise, dust or odors.

f. Motels, hotels and recreational vehicle parks.

g. Self-service storage, warehouses, except as a secondary use for the storage of products produced in the RTO Zoning District only.

ATTACHMENT IV: Research, Technology & Office Zoning District (RTO)

- h. Bulk storage or sale of fertilizers, chemicals, or petroleum products.
- i. Rock crushing and extraction.
- j. Medical offices engaged primarily in the delivery of health care.
- k. Sale of building materials, hay, grain and bulk garden supplies.
- l. Sanitary landfill, composting or incineration.
- m. Slaughterhouse, animal rendering plant.
- n. Bulk storage of fireworks or other explosive materials.
- o. Tannery.
- p. Transit or trucking terminal.
- q. Construction businesses.
- r. Laundry businesses.
- s. All other heavy manufacturing uses not previously specified.
- t. Residential Rental Unit.

G. Lot Requirements: None specified.

H. Minimum Yard Requirements:

- 1. Front - Every lot in the RTO Zoning District shall have a front yard of not less than twenty-five feet (25') which shall be landscaped with trees, shrubs and ground cover.
- 2. Side and Rear - When adjacent to R-1, R-2, R-3 or R-4 Zoning Districts, twenty feet (20') or equivalent to the height of the building, whichever is greater.

I. Required Open Space: None specified.

J. Maximum Height of Structures: Sixty-five feet (65').

K. Signs: Pursuant to Moscow Sign Code.

(Ords. 2003-24; 11/17/2003; 2005-07, 02/07/2005; 2005-33, 12/19/2005; 2007-11, 09/17/2007)

Sec. 3-5. Central Business Zoning District (CB).

A. Intent: The principal purpose of the CB Zoning District is to provide a

**ATTACHMENT V: Alturas Technology Park Declaration of Protective
Covenants, Conditions and Restrictions (CC&Rs)**

**ALTURAS TECHNOLOGY PARK
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS**

THIS DECLARATION is made this 23RD day of DECEMBER 1996, by those described below as "Declarant" and "Association".

WITNESSETH:

WHEREAS, Declarant is the owner of real property in the City of Moscow, Latah County, Idaho, described as Lots 1 through 4, Block 1, Lot 1, Block 2 and Lot 1, Block 3, Alturas Technology Park as shown by the recorded plat thereof; and

WHEREAS, Association has been formed to administer and manage the Project and the Common Area of the Project, as described below, in accordance with this Declaration:

DECLARATION

NOW THEREFORE, Declarant and Association hereby declare that the real property described as Lots 1 through 4, Block 1, Lot 1, Block 2 and Lot 1, Block 3, Alturas Technology Park, City of Moscow, Latah County, Idaho, as shown by the recorded plat thereof, shall be held, leased, sold and conveyed to others subject to the following easements, restrictions and covenants which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and further declare that the Project and Common Area, as defined below, shall be administered and managed in accordance with this Declaration.

**ARTICLE 1
DEFINITIONS**

Section 1.1 "Association" shall mean and refer to Alturas Technology Park, Inc., an Idaho nonprofit corporation.

Section 1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any part of the Park, as defined below, including contract sellers, and to contract purchasers of any

ATTACHMENT V: Alturas Technology Park Declaration of Protective Covenants, Conditions and Restrictions (CC&Rs)

interest therein, but excluding those having any interest merely as security for the performance of an obligation.

Section 1.3 "Park" shall mean and refer to that real property described as Lots 1 through 4, Block 1, Lot 1, Block 2 and Lot 1, Block 3 Alturas Technology Park, City of Moscow, Latah County, Idaho, as shown by the recorded plat thereof, and any additional real property that may hereafter be made part of the Park and subject to this Declaration.

Section 1.4 "Phase I" shall mean and refer to only that real property described as Lots 1 through 4, Block 1, Lot 1, Block 2 and Lot 1, Block 3, Alturas Technology Park, City of Moscow, Latah County, Idaho, as shown by the recorded plat thereof.

Section 1.5 "Project" shall mean and refer to the development known as the Alturas Technology Park.

Section 1.6 "Common Area" shall mean: all real property and improvements thereon owned by the Association for the common use and enjoyment of the owners, as to which rights and/or easements pass as provided in Section 2.1; all areas and improvements thereon within or abutting the Park dedicated to the City of Moscow or other public agency, authority or utility for public purposes that the City of Moscow or other public agency, authority or utility and the Association have agreed are Common Area and shall be maintained, repaired and/or improved by the Association, which may include the planted areas within medians, land in its natural state, drainage easements, landscaped areas, linear parkland, and/or other parkland and/or improvements thereon; and any additional areas and/or improvements thereon if and only if the owners of two thirds of the acreage comprising the Park determine that such additional area or areas and/or improvements thereon should be Common Area.

Section 1.7 "Lot" shall mean and refer to each lot as shown by the recorded subdivision map or plat of real property in the Park with the exception of Common Area and any other areas dedicated for public purposes.

Section 1.8 "Declarant" shall mean and refer to Thompson Family Limited Partnership.

Section 1.9 "City zoning ordinances" or "City Code" shall mean and refer to the provisions of the zoning ordinances and Code of the City of Moscow, Idaho, as in force and effect as of the date an owner obtains a building permit for any Lot hereunder.

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Section 1.10 "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 1.11 "EDC" shall mean and refer to the Moscow-Latah County Economic Development Council or its duly designated representative.

Section 1.12 "Agreement" shall mean and refer to the Agreement entered into March 6, 1996, between Declarant and EDC.

Section 1.13 "Marketing Agreement" refers to the Management and Marketing Agreement entered into November 6, 1996, between Declarant and EDC.

Section 1.14 "URA" shall mean and refer to Urban Renewal Agency of the City of Moscow, Idaho.

ARTICLE II PROPERTY RIGHTS

Section 2.1 Owner's Easements of Enjoyment. Every Owner and such Owner's lawful tenants, subtenants, concessionaires, assignees and their invitees shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) any and all rights of the City of Moscow, or other public agency, authority or utility;
- (b) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Declarant to dedicate or transfer all or any part of the Common Area owned by Declarant to any public agency, authority or utility. At such time as one-half (1/2) of the acreage comprising the Park's Lots has been conveyed to parties other than the Declarant, this right to dedicate or transfer easements in the Common Area shall expire in the Declarant and transfer to the Association.

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ARTICLE III

ASSOCIATION AND BOARD OF DIRECTORS

Section 3.1 Appointment to Board. The Association shall be governed by a Board of Directors consisting of one (1) director appointed by each Lot Owner or Lessee. The right to designate a director shall be appurtenant to and may not be separated from ownership or the leasing of any Lot. One (1) non-voting Director representing the University of Idaho shall be appointed by the President of the University of Idaho or his/her designee, and one (1) non-voting Director shall be appointed by EDC. Any vacancies on the Board of Directors shall be filled in the same manner in which the director whose position has become vacant was originally appointed.

Section 3.2 Administration. The Association shall conduct its affairs in accordance with the Idaho Nonprofit Corporation Act, the Bylaws of the Association and this Declaration.

Section 3.3 Voting Rights. In all Association matters, a director shall be entitled to one (1) vote for each Lot such Board member represents by appointment. No more than one (1) vote can be cast for each Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) special assessments, if any, established and collected as hereinafter provided.

However, the Association shall not at any time assess any Association costs or expenses against Declarant arising from Declarant's ownership of undeveloped Lots within the Property and shall indemnify and hold Declarant harmless from any such assessments and costs.

The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each such assessment is made.

Section 4.2 Purpose of Annual Assessments. The annual assessments levied by the Association may be used to pay for security, maintenance,

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reconstruction and repair of the Common Area and improvements thereon, insurance, taxes, legal, accounting and other professional expenses, costs and expenses attributable to Declarant's ownership of any undeveloped Lots as if Declarant had been assessed as an Owner under Article IV hereof (only to the extent, if any, funds are not available from section 4.9 receipts), farming and/or maintenance of the Park and/or land bordering the Park and any other lawful and reasonably necessary expenses related to the Association's responsibilities to its members.

Section 4.3 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any acquisition, leasing, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including improvements, fixtures and personal property related thereto, provided that any such assessment shall have the written consent of the Owners of Lots comprising at least two-thirds (2/3rds) of the total acres situated within the Park. Any such assessment which exceeds Ten Thousand Dollars (\$10,000) in the aggregate shall have the written consent of the Owners of Lots comprising at least three-quarters (3/4) of the total acres situated within the Park.

Section 4.4 Uniform Rate of Assessments. Each Lot in the Park shall be assessed that portion of the aforesaid annual or special assessments bearing the same ratio to the total thereof as the number of acres comprising said Lot shall bear to the total number of acres comprising all Lots, excluding all Common area and/or land dedicated to the City of Moscow or any other public agency, authority or utility.

Section 4.5 Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence at such time as the Board of Directors shall designate. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period; provided, however, that the failure of the Board of Directors to fix the annual assessment as above provided shall be conclusively deemed to be an election by the Board of Directors to continue in effect the annual assessments made for the preceding annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors.

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The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by a Director of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 4.6 Effect of Nonpayment of Assessments - Remedies of the Association. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner or foreclose the lien against the Lot. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

Section 4.7 Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.8 Exempt Property. All real property dedicated to, and accepted by, a public authority shall be exempt from the assessments created herein except in respect to any land used for business or proprietary functions. However, no land or improvements devoted to a business use shall be exempt from said assessments.

So long as EDC meets the sales and/or long-term lease requirements set forth in the Agreement, from the sale of such Lots, Declarant shall pay to the Association, at the closing of each Lot sale, the amount (hereinafter referred to as "Funds") required by the Agreement and the Marketing Agreement.

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Funds shall be used to pay for Association's obligations to EDC under the Agreement and Marketing Agreement and, in lieu of any assessment against Declarant, to pay costs and expenses attributable to Declarant's ownership of any undeveloped Lots as if Declarant had been assessed as an Owner under Article IV hereof.

Section 4.10 Disposition of Excess Funds. It is anticipated that the Association may, from time to time, accumulate Funds in excess of those reasonably necessary to meet the requirements set forth in Sections 4.9 of this Agreement and, when such an accumulation occurs and so long as EDC meets sales and/or long term lease requirements under the Agreement and Marketing Agreement, the Association must declare there to be an amount of excess income ("Excess Income"). Upon such declaration, the Association must immediately transfer the Excess Income to EDC to be held by EDC, in trust, and used by EDC only for the purposes of planning, marketing and developing any additional phases of the Project contiguous to Phase I and/or any additional phases of the Project and/or planning, marketing and developing other business and/or technology parks or projects within Latah County, Idaho, and/or, if there is not further development of the Project beyond Phase I, EDC may utilize Excess Income to develop enhancements and/or improvements to Phase I. If Association retains Excess Income because EDC has not met sales and/or long term lease requirements under the Agreement and Marketing Agreement, Association shall utilize Excess income for the same purposes set forth in this section.

Section 4.11 Management and Marketing Services. So long as EDC meets the sales and/or long-term lease requirements set forth in the Agreement and Marketing Agreement, EDC shall be under contract with and be paid by the Association a fee commensurate with services provided to perform the following management services and activities for the Association:

- A. Provide staff support to the Association and Board.
- B. Monitor all Project development for compliance with the Declaration.
- C. Ensure that development, maintenance and repair activities are carried out for the Common Areas of the Park.
- D. Act as a liaison between Lot owners and all units of government.
- E. Represent the Association's interests during planning and construction of the Project infrastructure.

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- F. Develop and nurture ties to the University of Idaho.
- G. Provide business assistance to Lot owners and tenants of the Project similar to the business assistance provided to North Central Idaho Business Technology Incubator tenants.
- H. Plan, develop, manage and market Phase II, in accordance with the Agreement and Management Agreement, and negotiate, plan, develop and market such additional phases of the Project upon such terms and conditions as may be agreed among these parties.
- I. Act as a liaison between Declarant and the Association and those persons or entities purchasing or leasing Lots in the Project.
- J. Recruit potential occupants for the Project.
- K. Perform general marketing activities related to the Project, including brochure development.

ARTICLE V **DESIGN COMMITTEE** **USE RESTRICTIONS**

Section 5.1 Architectural Control. In order to ensure proper landscaping and architectural compatibility, a Design Committee shall be established and shall consist of three (3) persons, two (2) of whom are members or representatives of members selected by the Board of Directors, and one of whom shall be the Executive Director of the Moscow-Latah County Economic Development Council (EDC). These individuals shall serve as the Design Committee for one year terms, or until their successors are selected. In the event of resignation or other inability to serve of any member of the Design Committee, the Board of Directors shall designate a successor committee member or members.

Section 5.2 Construction of Improvements.

- (a) **Approval of Plans by Design Committee Required.** No improvements shall be constructed, erected, placed, altered, maintained or permitted to remain on any Lot by any Owner or Occupant until final plans and specifications in conformance with the Declaration and these Design Committee Rules shall have

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been submitted to and approved in writing by the Design Committee. A basic filing fee, the amount of which shall be set from time to time by the Design Committee, shall be paid to the Design Committee in connection with the review of any proposed plans or specifications or other proposed action. If said filing fee shall be inadequate to cover the Design Committee's reasonable expenses (including without limitation a reasonable fee for professional services rendered by a licensed architect, landscape architect or civil engineer and a reasonable fee for professional services rendered by the hazardous materials consultant) in conducting its review, the Design Committee shall assess, and the applying Owner or Occupant shall pay, such additional amount as shall be necessary to cover the reasonable expenses of the Design Committee.

- (b) Content of Plans and Specifications. Prior to the construction or alteration of any improvements on any Lot, final plans and specifications shall be submitted in duplicate over the authorized signature of the Owner or Occupant or both of the Lot or the authorized agent thereof, to the Design Committee at such address as may be specified from time to time by the Design Committee and shall include, without prejudice to the right of the Design Committee to require otherwise, at least the following:
- (1) Topographical plat showing contour grades (with 1-foot contour intervals) and showing the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at Lot corners and at corners of proposed improvements. Lot drainage provisions, including provisions for connections to the City of Moscow drainage system, shall be included as well as cut-and-fill details if any appreciable change in the Lot contours is contemplated.
 - (2) Exterior elevations
 - (3) Exterior materials, colors, textures and shapes (including the submittal of samples where practicable).

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- (4) Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, trees, vegetation and ground cover.
- (5) Parking area and driveway plan.
- (6) Screening of loading areas, mechanical equipment and utility equipment, including size, location and method.
- (7) Utility connections, including routing of electrical and telephone cables.
- (8) Exterior illumination, including locations, manufacturer's fixture number and supporting photometric test data.
- (9) Fire protection system.
- (10) Facilities and procedures for the containment, storage and disposal of hazardous materials.
- (11) Signs, including size, location, orientation, shape, color, character and materials.
- (12) Outside storage and refuse collection area and related screening.
- (13) Proposed construction schedule.
- (14) Proposed use of parcel of land and such other matters as may be required by the then applicable zoning code of the City of Moscow.

If plans and specifications are not sufficiently complete or are otherwise inadequate, the Design Committee may reject them as being inadequate, or may approve a part thereof conditionally and reject the balance.

One set of the plans and specifications shall be kept by the Design Committee and retained as part of its permanent files.

- (c) **Basis of Approval.** Approval of plans and specifications shall be based, among other things, upon general adequacy of site dimensions, landscape design, conformity and harmony of the exterior design and of location with neighboring sites, compliance with applicable governmental requirements, and conformity to both the specific and general intent of the restriction and covenants set forth in the Declaration and these Design Committee Rules, without limitation, restrictions and covenants pertaining to Building Coverage, floor area ratios, adequacy of parking, and landscaping coverage. The Design Committee shall not arbitrarily or

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unreasonably withhold its approval of any plans and specifications, and where deemed appropriate, may allow minor deviations from the restrictions and covenants set forth in the Declaration and Design Committee Rules. In the event that the Design Committee shall disapprove of any plans or specifications submitted to it for approval, it shall notify the person seeking the approval of the specific reasons for its disapproval. Except as otherwise provided in this Declaration, the Design Committee shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

- (1) Failure to comply with any of the restrictions set forth in the Declaration, or these Design Committee Rules, including, without limitation, restrictions pertaining to Building Coverage, floor area ratios, adequacy of parking and landscaping coverage, and conformance with the Alturas Technology Park Master Plan.
- (2) Failure to include information in such plans and specifications as may have been reasonably requested by the Design Committee.
- (3) Objection to the exterior design or the appearance of materials employed in any structure.
- (4) Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other lots or other property in the vicinity of Alturas Technology Park.
- (5) Objection to the location of any proposed structure with reference to other Lots or other property in the vicinity.
- (6) Objection to the grading or landscaping plan for any Lot.
- (7) Objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any structure.
- (8) Objection to the methods and structures proposed for the safe handling and storage of hazardous materials.
- (9) Objection to the design of the parking area, or the location or design of loading areas, maneuvering areas, or driveways.

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- (10) Any other matter which, in the judgment of the Design Committee, would render the proposed improvements or use inharmonious with the general plan for improvement of Alturas Technology Park or with improvements located upon other lots or other property in the vicinity.
- (d) Result of Inaction. If the Design committee fails to approve or disapprove such plans and specifications or to reject them as being inadequate within 60 days after submittal thereof, the person or persons applying for said approval shall notify the Design Committee in writing of its failure to timely approve or disapprove, and if the Design Committee thereafter fails to send a notice of disapproval within 30 days after receipt of such written notice, it shall be conclusively presumed that the Design Committee has approved such plans and specifications.
- (e) Limitation of Liability. The Declarant, the Association and the Design Committee shall not be liable for any damage, loss or prejudice suffered or claimed by any person on account of:
 - (1) The approval or disapproval of any plans, drawings or specifications, whether or not in any way defective;
 - (2) The construction of any improvement, or performance of any work whether or not pursuant to approved plans, drawings and specifications; or
 - (3) The development of any Lot within Alturas Technology Park.
- (f) Commencement and Completion of Construction in Timely Manner.
 - (1) Upon the initial purchase of any Lot or Lots in the Project from Declarant, the Owner shall, as soon as practicable, present all plans and specifications for improvements to be constructed, erected or placed, on said Lot or Lots to the Design Committee for review. If the construction is not completed within two (2) years from the date of purchase of said Lot or Lots by any such Owner from Declarant, the Association may assess against the Owner of said Lot or Lots, as a lien against said Lot or Lots, as provided under Article IV hereof, a penalty of five percent (5%) of the purchase price thereafter for each year or portion thereof that construction of improvements has not been completed.

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- (2) Upon receipt of the approval from the Design Committee, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to the approved plans and specifications.
- (3) If the Owner shall fail to satisfy all conditions and commence the construction, reconstruction, refinishing, alteration or other work pursuant to the approved plans and specifications within 1 year from the date of such approval, any approval given by the Design Committee shall be deemed revoked unless upon the written request of the Owner made to the Design Committee prior to the expiration of said 1-year period and upon a finding by the Design Committee that there has been no change in circumstances, the time for such commencement is extended in writing by the Design Committee.
- (4) The Owner shall in any event complete the construction, reconstruction, refinishing or alteration of the foundation and all exterior surfaces (including the roof, exterior walls, windows and doors) of any improvement on his Lot within 1 year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies or natural calamities. If the Owner fails to comply with this paragraph, the Design Committee shall notify the Association of such failure, and the Association, at its option, may complete the exterior in accordance with the approved plans and specifications or remove the improvement, and the Owner shall reimburse the Association for all expenses incurred in connection therewith.
- (5) Upon the completion of any construction or reconstruction of, or the alteration or refinishing of the exterior of, any improvement, or upon the completion of any other work for which approved plans and specifications are required

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hereunder, the Owner shall give notice thereof to the Design Committee, and within 60 days thereafter the Design Committee, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with the approved plans and specifications. If the Design Committee finds that such construction, reconstruction, alteration, or refinishing was not done in substantial compliance with the approved plans and specifications, it shall notify the Owner of such noncompliance within such 60-day period and shall require the Owner to remedy such noncompliance. If upon the expiration of 60 days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Design committee shall notify the Association of such failure, and the Association, at its option, may remove the improvement or remedy the noncompliance, and the Owner shall reimburse the Association for all expenses incurred connection therewith. If for any reason the Design Committee fails to notify the Owner of any noncompliance within 60 days after receipt of said notice of completion thereof from the Owner, the improvement shall be deemed to be in accordance with said approved plans and specification.

- (6) Prior to and during construction of improvements, every Owner shall maintain his/her Lot free of weeds in a sightly, well maintained and well kept manner. If the Association determines that a Lot Owner is not in compliance, the Association will notify the owner of the Lot(s) in writing that are in violation. If the situation is not remedied within 30 days, the Association shall take the necessary steps to cause the Lot(s) to be brought back into a well-maintained state. Any costs incurred by the Association will be assessed against the Owner of such Lot and become a lien against such Lot as provided in Article IV hereof.

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- (g) Construction Without Approval. If any improvement is constructed, altered, erected, placed or maintained upon any Lot or any new use commenced upon any Lot other than with the specific approval by the Design Committee pursuant to the provisions of the Declaration and these Design Committee Rules or other than in accordance with such approved plans and specifications, such construction, alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of the Declaration and these Design Committee Rules, and upon written notice from the Association or the Declarant, any such improvement so constructed, altered, erected, placed, maintained or used upon any Lot in violation of the Declaration or these Design Committee Rules shall be removed or altered so as to conform to the Declaration and these Design Committee Rules and to approved plans and specifications, and any such use shall cease or be modified so as to conform to the Declaration and these Design Committee Rules. Should such removal or alteration, or cessation or modification of use not be accomplished within 30 days after receipt of such notice, then the party in breach of the Declaration or these Design Committee Rules shall be subject to the enforcement procedures set forth in Section 6.1 of the Declaration.

Section 5.3 Development Standards. The following standards are intended to control the character and intensity of development within the Park. Although these standards are expressed as minimums or maximums, as applicable, the precise standards applicable to a given Lot will be determined by the Design Committee. The Design Committee may require more restrictive standards but in no case shall the Design Committee permit a standard which is less restrictive than as set forth herein or in the Declaration or as set by governmental agencies having jurisdiction over the development of the Park. This discretionary authority is necessary to provide the flexibility required to implement the intent of these Design Committee Rules in providing a high quality character of development. In addition to the development standards set forth herein or in the Declaration, or otherwise set by the Design Committee, the development of the Park shall also be subject to all applicable standards set by

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the State of Idaho, Latah County, and City of Moscow, or any other governmental authority having jurisdiction over the premises, including without limitation the standards from time to time set forth in the Zoning Ordinance, Subdivision Ordinance and/or Land Use Ordinance of the City of Moscow, or any successor or replacement thereof, as applied to the Park, provided, however, that if the standards set forth in this Declaration are more restrictive than the standards established by the City of Moscow that the standards set forth in this Declaration shall control.

(a) Lot Area.

- (1)** Except as set forth in the Declaration, the Minimum lot Size for each Lot shall be as designated in the zone and plat map.

(b) Building Coverage. The maximum Building Coverage shall not exceed 25% of the total Lot area.

(c) Height Limitations. The maximum height of all buildings and structures shall be 65 feet as measured vertically from the ground elevation at all points to the roof plate of the building; provided, however, that antennas or towers for the transmission or reception of telephone, television, microwave or radio signals which exceed such height may be permitted with the consent of the Design Committee pursuant to Section 3(h) below.

(d) Setback Requirements. The minimum distance between improvements and property boundaries shall be as follows:

- (1)** From Lot boundaries which abut public streets, the minimum setback for all buildings and structures shall be twenty-five feet from any boundary of a Lot adjoining a street or area designated for roadway use.
- (2)** For all side and rear Lot boundaries, the setbacks for all buildings and structures shall be not less than 20 feet, except when adjacent to R-1, R-2, R-3 or R-4 zoned property in which event side and rear yard setbacks must be 20 feet or equivalent to the height of the building, whichever is greater.
- (3)** From Lot boundaries, the setback for bicycle and pedestrian area, if any, shall be not less than 5 feet.

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- (e) Exceptions to the Setback Requirements. The following improvements, or parts of improvements, are specifically excluded from the setback requirements set forth in Section 5.1(e) above:
- (1) Roof overhangs, unenclosed balconies and decks, subject to the approval in writing from the Design Committee provided said overhangs, unenclosed balconies and decks do not extend more than 6 feet into the setback area;
 - (2) Steps and walkways;
 - (3) Fences and walls, except that no fence or wall shall be placed closer than 25 feet from a Lot boundary fronting upon any public street without the prior written approval of the Design Committee;
 - (4) Landscaping and irrigation systems;
 - (5) Planters, not to exceed 3 feet in height, except that planters of greater height may be built within the setback area with the prior written approval of the Design Committee;
 - (6) Park identification signs, directional signs and signs identifying the Owner or occupant of a Lot, subject to the prior written approval of the Design Committee;
 - (7) Lighting fixtures, subject to the prior written approval of the Design Committee;
 - (8) Underground utilities and sewers; and
 - (9) Driveways, as hereinafter provided, subject to the limitations on offstreet parking and internal circulation set forth above.
- (f) Offstreet Parking Requirements. Except as set forth in this Declaration, offstreet vehicular parking shall be provided according to the City of Moscow's Zoning Ordinance.
- (1) Required offstreet parking shall be provided on the Lot requiring the parking, on a contiguous Lot, or within such distance from the Lot as the Design Committee deems reasonable. Where parking is provided other than upon the Lot concerned, the Association shall be given a certified copy of a recorded instrument, duly executed and acknowledged by the person or persons holding title to the lot or other property upon which the parking area is located, stipulating to the permanent reservation of the use of the lot

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or other property for such parking area. In no case shall the provisions of parking on another Lot result in an inadequate number of parking spaces being provided to serve the uses and operations on that other Lot, in accordance with the parking requirements of these Design Committee Rules.

- (2) Parking areas shall be paved so as to provide dust-free, all-weather surfaces and shall be curbed and guttered with concrete. Each parking space provided shall be designated by lines painted upon the paved surface.
 - (3) In all parking areas, the parking spaces, driveways and space for the movement of vehicles shall be designed in accordance with the City of Moscow Zoning Ordinance, as the same may be amended from time to time.
 - (4) From Lot boundaries, the setback for offstreet parking areas shall be not less than 5 feet.
- (g) Loading and Maneuvering. Adequate area shall be provided on each Lot for all loading and maneuvering of trucks and other vehicles in order that such operations will not be carried out in the streets. Such areas shall be located and screened as follows:
- (1) No loading docks or areas shall face the street or be placed on the sides of a building less than 50 feet from the front property boundary. If loading docks or areas are located on the sides of a building, they shall be screened from public view. Such screening shall be of design and material which is compatible with and complementary to the building design and material used in building construction or landscaping, and shall be located so that no loading areas are visible from any Lot lines which abut a public street or from any adjacent Lots.
 - (2) All truck loading, unloading and circulation areas shall be separated from automobile circulation and parking areas, particularly guest parking, to the extent reasonably possible.
 - (3) All loading areas shall be designated in accordance with the City of Moscow Zoning Ordinance, as the same may be amended from time, and shall be subject to approval of the Design Committee.

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- (h) Driveways. On each Lot driveways shall be provided as follows:
 - (1) Each Lot shall be permitted to have 2 curb cuts on a public street upon which the lot fronts. Additional curb cuts shall be permitted with the approval of the Design Committee, but at a rate no less than 1 curb cut per 100 feet of street frontage (after 200 feet for the first 2 cuts.) The location of curb cuts to the main entrance to each Lot shall correspond to breaks in the center median, if any, of public streets, to the extent reasonably possible.
 - (2) Driveway width shall be a maximum of 30 feet.
 - (3) Driveways shall be paved with asphalt or concrete and generally curbed and guttered, unless otherwise approved by the Design Committee in writing.
- (i) Landscaping and Screening. The landscaping and screening requirements for each Lot shall be as follows:
 - (1) All portions of a Lot not used for parking, circulation, buildings or storage shall be permanently landscaped.
 - (2) All required setback areas, exclusive of permitted offstreet parking areas and private drives for ingress, egress or circulation, shall be landscaped.
 - (3) A minimum of 4 feet of landscaping shall be provided between the exterior walls of all buildings and detached or uncovered parking areas or internal circulation areas.
 - (4) All portions of a Lot not fronting on a street and not used for parking, circulation, buildings or storage shall be planted with species appropriate to the building design and environmental condition. This includes areas held for future development or future expansion of parking areas.
 - (5) All required setback areas fronting the street shall be landscaped and maintained in good order and condition by the Owner or occupant of any Lot whose property line fronts onto the street.
 - (6) Landscape treatment of the Lot shall be in the form of grass lawns, shrubs, and ground covers, shade trees in parking area, street trees, and plantings in areas used as dividers and in any areas of limited use. Landscaping shall be used

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to mark entrance points and parking areas. It shall be used to enhance building scale and form. Landscape treatment shall not interfere with sight line requirements at street or driveway intersections.

- (7) Areas used for parking shall be screened from view from adjacent streets and highways by plant materials, berms, or attractive fencing. Such screening shall extend a minimum of 42 inches above pavement in said parking area. Plant materials used for this purpose shall consist of lineal or grouped masses of shrubs and trees. Berms shall have slope of 1:4 or less.
- (8) All parking areas shall be planted with trees (spreading shade trees preferred) at close regular intervals, with 1 tree per 8 parking spaces in double-loaded aisles and 1 tree per 4 parking spaces in single-loaded aisles.
- (9) The use of landscaping for climate control shall be encouraged, particularly the use of large canopy trees for shade. Use of diverse and colorful plant materials indicative of the Lot's intrinsic character shall also be encouraged.
- (10) Landscaping in accordance with the plans submitted and approved by the Design Committee must be installed prior to the occupancy of the building, except that in case of bad weather conditions, the landscaping may be installed following occupancy, provided a security bond (naming the Association as obligee) equal to the cost of the landscaping is submitted to the Design Committee prior to occupancy.
- (11) Landscape irrigation systems are required. All landscaped areas shall be maintained. Lots shall not be allowed to become weed-infested or grass, shrubs and trees to become overgrown and unsightly. If the Association finds such a condition to exist, the Association will notify the Owner of the Lot(s) in writing that they are in violation and if the situation is not remedied within 30 days, the Association shall take the necessary steps to cause the Lot to be brought back into a well-maintained state. Any costs

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incurred by the Association will be charged to the Owner of the Lot.

Section 5.4 Building and Site Design. The objective in building standards is to obtain consistency and quality in architectural design in order to protect and enhance the well planned campus image of the Park. In order to maintain consistency, yet permit interest and variety and the use of new materials as they develop, all architectural designs, including those for alterations, additions or remodeling, are subject to review and approval of the Design Committee. The design requirements specified below are intended to convey a general tone and ambiance desired for the Park. The design requirements are deliberately general in nature in order to permit some flexibility in design.

- (a) **Building Design.** The general design character expressed on each Lot shall be in keeping with the campus-like setting of the Park. The building theme shall reflect the Lot's intrinsic character. Building architecture shall be of high quality but natural appearing, emphasizing the outdoor environment, and shall comply with the following provisions.
 - (1) The architecture should make use of design details which express a campus-like image and could include such elements as steeply pitched roofs, strong horizontal features, the use of terraces, wide overhangs, louvers, trellises and other design details.
 - (2) Building appearance should express the structural system of the building. Expression of the roofline, the baseline of buildings and the main building entry should be emphasized features. Door and window openings, including service doors, should be integrated into the building appearance through modular organization and/or scoring systems.
 - (3) Where more than 1 building is constructed on a Lot, all buildings shall reflect the same design expression, finish materials and colors.
 - (4) Building materials shall be of high quality, and craftsmanship should be emphasized.

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- (5) Exterior walls shall be finished in concrete stucco, wood, brick, metal, block, stone, glass, or combinations thereof. Metal buildings will be permitted provided their compatibility with the intent of these guidelines can be satisfactorily demonstrated.
- (6) Use of color-tinted glazing is encouraged in all buildings. Reflective glazing will be permitted provided that glare will not adversely affect surrounding properties or be a traffic hazard.
- (7) Roofing materials visible from adjacent lots shall be metal or tile. Other materials may be permitted if the building design is enhanced and the character of Alturas Technology Park is maintained, except that pitch and gravel shall not be permitted.
- (8) The color tones of all building finishes should be subtle. Color contrast for accent and articulation of building appearance features should be moderate, not severe. Color schemes will be consistent throughout the exterior of the building. Super graphics and decorative painting that do not relate to architectural features will not be permitted.
- (9) For nonbuilding improvements, high quality, soft-textured materials which complement the building and convey a campus-like image should be used where possible; textured concrete or tile, gravel pathways, natural stone walls, textured concrete block, wooden decks and benches, and craftsmanship should be emphasized.
- (b) Grading and Drainage. Each Lot shall have its own onsite drainage system to collect and channel all storm runoff generated on site to designated drainage laterals in the Park overall drainage system. All surface drainage, including roof drainage of buildings, shall be designed to conform to the overall drainage of the Park. Site grading shall conform with requirements of the grading ordinance of the City of Moscow.
- (c) Excavation. No excavation shall be made except in conjunction with construction of an improvement. When such improvement is

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completed, all exposed openings shall be back-filled, graded and returned to original landscaped condition.

- (d) Outside Storage and Refuse Collection Areas. Outside storage and refuse collection areas shall only be permitted as provided below.
- (1) No materials, supplies or equipment including storage tanks, shall be stored upon a Lot except inside an enclosed building or enclosed area.
 - (2) Trucks or other motor vehicles may be stored outside, provided the storage area for such vehicles is located or screened so as not to be visible from adjacent lots or from the Lot boundary abutting a public street. Any storage areas screened by visual barriers shall be located in the rear portions of a Lot, and no storage area may extend into a setback area.
 - (3) Outdoor refuse collection areas shall be screened from public view by a minimum of a 6-foot high wall constructed of material and detail consistent with the architecture of the structures on the Lot, or by landscaping. The refuse collection area shall not be located between a public street and the front of the building. The refuse storage area should not be visible from adjacent properties and streets. The refuse enclosure shall be set in a landscaped planting area and softened with shrub or vine plantings.
- (e) Signs. The placement and erection of signs shall be permitted only as provided below.
- (1) All signs require prior approval by the Design Committee at the time of approval of plans and specifications therefor. No sign shall be approved other than industrial park identification signs, directional and parking signs, signs identifying the name, business and products of the Owner or occupant of a Lot, and signs offering the lot for sale or lease. Only 1 identification sign shall be permitted for each occupant. All signs must conform to the requirements of the sign ordinances of the City of Moscow. No roof signs will be permitted.

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- (2) Signs shall be of a design and material consistent with the buildings and should be incorporated into the building architecture.
- (3) Multi-tenant buildings shall have all tenant identification placed on 1 sign.
- (4) Illuminated signs shall be lighted using indirect lighting. Flashing or moving character signs shall not be installed.
- (5) No billboards or advertising signs other than those identifying the occupants and the nature of the business and/or products shall be permitted.
- (f) Mechanical Equipment. All mechanical equipment, utility meters, storage tanks, air-conditioning equipment, solar panels and similar items shall be screened or located in such a manner so as not to be visible from adjacent Lots.
- (g) Exterior Illumination. All lighting fixtures for buildings, parking areas, paths and other outdoor areas shall be permitted only as provided below or public streets.
 - (1) All exterior lighting shall be designed, erected, altered and maintained in accordance with plans and specifications submitted to and approved in writing by the Design Committee.
 - (2) All exterior illumination shall be from non-apparent sources and shall be hooded and cast light internally and shall be directed away from adjacent sites and public streets.
 - (3) Lighting shall be consistent and harmonious throughout the Park and shall be in keeping with the specific functions and building types served. Illumination will be encouraged on all exterior walls facing public streets or proposed public streets and for all parking areas.
 - (4) All lighting fixtures in parking areas of any Lot should not detrimentally impact any other Lot.
 - (5) All signs, if lighted, will be indirectly illuminated by ground-located fixtures.
- h) Utilities and Antennas. The installation of utilities and antennas shall be only undertaken as provided herein.

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 - (2) All exterior illumination shall be from non-apparent sources and shall be hooded and cast light internally and shall be directed away from adjacent sites and public streets.
 - (3) Lighting shall be consistent and harmonious throughout the Park and shall be in keeping with the specific functions and building types served. Illumination will be encouraged on all exterior walls facing public streets or proposed public streets and for all parking areas.
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 - (5) All signs, if lighted, will be indirectly illuminated by ground-located fixtures.
- h) **Utilities and Antennas.** The installation of utilities and antennas shall be only undertaken as provided herein.

ATTACHMENT V: Alturas Technology Park Declaration of Protective Covenants, Conditions and Restrictions (CC&Rs)

- (1) All utilities and utility connections on each Lot, including electrical and telephone cables and wires, shall be located underground.
- (2) Transformers, electric, gas or other meters of any type, utility boxes, signal control boxes or other apparatus shall be located within the required landscaped area, screened from street view with shrubs and placed underground to the extent practical.
- (3) No antenna or tower for the transmission or reception of telephone, television, microwave or radio signals shall be placed upon any portion of the Park or on any building or other improvement within the Park unless: (a) such antenna or tower shall be so located that it cannot be seen from any point at the ground level of the Park; or (b) the consent of the Design Committee shall first be obtained.
- (4) The erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings in the Park shall be permitted.

ATTACHMENT V: Alturas Technology Park Declaration of Protective Covenants, Conditions and Restrictions (CC&Rs)

Section 5.5 **DISCLAIMER.** ANY APPROVAL OF PLANS AND SPECIFICATIONS BY THE DESIGN COMMITTEE DOES NOT AND WILL NOT CONSTITUTE A WARRANTY OR REPRESENTATION REGARDING THE LEGALITY, SAFETY, DURABILITY OR ECONOMY OF ANY IMPROVEMENT CONSTRUCTED PURSUANT TO THE APPROVED PLANS AND SPECIFICATIONS. FURTHER, THESE DESIGN COMMITTEE RULES ARE EXPRESSLY SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION, AND IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS CONTAINED IN THESE DESIGN COMMITTEE RULES AND THE TERMS AND PROVISIONS OF THE DECLARATION, THE LATTER SHALL CONTROL.

ARTICLE VI OTHER PROVISIONS

Section 6.1 Enforcement: The Declarant, Association, URA, the Design Committee or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association, URA, the Design Committee or by any Owner to enforce any covenant or restrictions herein contained shall in no way be deemed a waiver of the right to do so thereafter. Declarant, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided lots in the subdivision, controlled by these covenants. The reservation of this right of enforcement shall not create an obligation of any kind to enforce same.

Section 6.2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6.3 Expansion of the Park: Additional real property may hereafter be made part of the Park and subject to this Declaration by the proper filing by Declarant or its successor in interest of a plat of such real property, acknowledged and accepted by the Association, which states thereon that such platted property is a part of, and subject to all covenants, conditions, restrictions, reservations and easements applicable to the Park, as set forth in this Declaration.

ATTACHMENT V: Alturas Technology Park Declaration of Protective Covenants, Conditions and Restrictions (CC&Rs)

Section 6.4 Amendment: This Declaration may be amended, modified or changed, in whole or in part, by a three-quarter (3/4) vote of the then Owners of Lots in the Park and any such amendment, modification or change shall bind all Owners in the Park, provided, however, that notwithstanding anything to the contrary provided herein or in any such amendment, modification or change hereof, it is understood and agreed that (i) no such amendment, modification or change shall prohibit any Owner from doing any act or thing that such Owner was entitled to hereunder at the time such amendment, modification or change was executed unless such Owner consents in writing to such amendment, modification, or change; (ii) no such amendment, modification, or change shall deprive any Owner of the use or benefit of any Common Area or easement which is provided hereunder for the use and benefit of such Owner's Lot unless such Owner consents in writing to same; (iii) no such amendment, modification, or change shall increase the obligations or liabilities of, or impose any additional or new obligations or liabilities upon any Owner who owns a Lot at the time such amendment, modification, or change is executed unless such Owner consents in writing to same.

Section 6.5 Attorney Fees: Notwithstanding anything herein contained to the contrary, in the event of litigation arising out of the interpretation or enforcement of the rights or obligations under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection with such litigation, including but not limited to reasonable attorneys' fees, which may be awarded by the Court before whom such litigation is brought.

Section 6.6 Term: The foregoing covenants are made and adopted to run with the land, and shall be binding upon the undersigned and all parties and persons claiming through and under them until December 31, 2026, at which time said covenants will be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then record Owners of the Lots has been recorded prior to that date, or of any extended date 10 years successively thereafter, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Association herein, have hereunto set their hands and seals this 23RD day of DECEMBER, 1996.

ATTACHMENT V: Alturas Technology Park Declaration of Protective Covenants, Conditions and Restrictions (CC&Rs)

Declarant: Thompson Family ited Partnership

By:

C PARTNER

Representative

Association: Alturas Technology Park, Inc., an Idaho

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**ATTACHMENT V: Alturas Technology Park Declaration of Protective
Covenants, Conditions and Restrictions (CC&Rs)**

STATE OF IDAHO)
) ss
County of Latah)

On this 23rd day of December 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Haynes known to me to be the Vice President of Alturas Technology Park, Inc. 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 notarial seal on the date last above written.

NOTARY
Residing
My Commission Expires: 10-24-98

STATE OF IDAHO)
) ss
County of Latah)

On this 23rd day of _____ 1996, before me, the undersigned Notary Public in and for said State, personally appeared _____ known to me to be Authorized Representative of The _____ Family mited Partnership, who executed the instrument on behalf of the partnership, and acknowledged to me that said partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

NOTARY PU OR O
Residing at:
My Commission Expires: 10-24-98

**ATTACHMENT VI: Alturas Business Park Phase II Declaration of
Protective Covenants, Conditions and Restrictions (CC&Rs)**

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**ALTURAS BUSINESS PARK, PHASE II
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS (CC&R)**

THIS DECLARATION is made and approved this 10th day of November, 2005, by those described below as "Declarant" and "Association", and signed the 25th day of January, 2007.

WITNESSETH:

WHEREAS, Declarant, Urban Renewal Agency of the City of Moscow, Idaho, is the current owner of real property in the City of Moscow, Latah County, Idaho described as Lots 1 through 3, Block 1; and Lots 1 through 4, Block 2, Alturas Business Park, Phase II as shown by the recorded plat thereof; and

WHEREAS, Association has been formed to administer and manage the Project as described below, in accordance with this Declaration:

DECLARATION

NOW THEREFORE, Declarant and Association hereby declare that the real property described as Lots 1 through 3, Block 1; and Lots 1 through 4, Block 2, Alturas Business Park, Phase II, City of Moscow, Latah County, Idaho, as shown by the recorded plat thereof, shall be held, leased, sold and conveyed to others subject to the following easements, conditions, restrictions and covenants which are imposed for the purpose of protecting the value and desirability of, and which shall run with, said real property and shall be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and further declare that the Project, as defined below, shall be administered and managed in accordance with this Declaration.

**ARTICLE I
DEFINITIONS**

Section 1.1 "Association" shall mean and refer to Alturas Business Park, Inc., an Idaho nonprofit corporation.

Section 1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any part of the Park, as defined below, including contract sellers, and to contract purchasers of any interest therein, but excluding those having any interest merely as security for the performance of an obligation.

Section 1.3 "Park" shall mean and refer to that real property described as Lots 1 through 4, Block 1, Lot 1, Block 2 and Lot 1, Block 3 Alturas Technology Park, City of Moscow, Latah County, Idaho, and Lots 1 through 3, Block 1, and Lots 1 through 4, Block 2, Alturas Business

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Protective Covenants, Conditions and Restrictions (CC&Rs)**

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Park, Phase II, City of Moscow, Latah County, Idaho as shown by the respective recorded plats thereof, and any additional real property that may hereafter be made part of the Park and subject to this Declaration.

Section 1.4 "Phase I" shall mean and refer to only that real property described as Lots 1 through 4, Block 1, Lot 1, Block 2 and Lot 1, Block 3 Alturas Technology Park, City of Moscow, Latah County Idaho, as shown by the recorded plat thereof.

Section 1.5 "Phase II" shall mean and refer to only that real property described as Lots 1 through 3, Block 1; and Lots 1 through 4, Block 2, Alturas Business Park, Phase II, City of Moscow, Latah County, Idaho, as shown by the recorded plat thereof.

Section 1.6 "Project" shall mean and refer to the development known as the Alturas Business Park, Phase II.

Section 1.7 "Lot" shall mean and refer to each lot as shown by the recorded subdivision map or plat of real property in the Park.

Section 1.8 "Declarant" shall mean and refer to Urban Renewal Agency of the City of Moscow, Idaho.

Section 1.9 "City zoning ordinances" or "City Code" shall mean and refer to the provisions of the zoning ordinances and the Code of the City of Moscow, Idaho, as in force and effect as of the date an owner obtains a building permit for any Lot hereunder.

Section 1.10 "Board of Directors" shall mean and refer to the Association's Board of Directors

Section 1.11 "LEDC" shall mean and refer to the Moscow-Latah County Economic Development Council or its duly designated representative.

Section 1.12 "Agreement" shall mean and refer to the Agreement entered into between Declarant and LEDC related to development, marketing and management of Phase II.

Section 1.13 "URA" shall mean and refer to Urban Renewal Agency of the City of Moscow, Idaho.

**ARTICLE II
ASSOCIATION AND BOARD OF DIRECTORS**

Section 2.1 Appointment to Board, Administration, and Voting Rights. In order to avoid duplication and in order to promote efficiency, rules related to appointment to the Board of Directors, administration of the Association, and voting rights of members of the Association shall be governed by the provisions 3.1 – 3.3 of Alturas Technology Park Declaration of Protective Covenants, Conditions, and Restrictions, dated the 23rd of December 1996. Each Lot Owner or lessee in Phase II shall become a member of the Association established for Phase I

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and shall have all rights, duties and obligations in the same manner and to the same extent as all Association members of the Association for Phase I.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3.1 Creation of the Lien of Assessments.

Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- A. annual assessments or charges as established by the Association, and
- B. special assessments, if any, established and collected by the Association and as hereinafter provided.

However, the Association shall not at any time assess any Association costs or expenses against Declarant arising from Declarant's ownership of undeveloped Lots within the Property and shall indemnify and hold Declarant harmless from any such assessments and costs.

Annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each such assessment is made.

Section 3.2 Disposition of Excess Funds.

It is anticipated that the Association may, from time to time, accumulate funds in excess of those reasonably necessary to meet the requirements for which such are collected and, when such a accumulation occurs, the Association may utilize such excess funds to develop enhancements and/or improvements to Phase I or Phase II, as determined by the Board of Directors.

ARTICLE IV LAND USE RESTRICTION

Section 4.1 Land Use Restriction.

All land use restrictions whenever contained in Alturas Technology Park Declaration of Protective Covenants, Conditions, and Restrictions, dated the 23rd day of December, 1996, shall apply to all property in Phase II and are hereby adopted in their entirety, the same as if fully copied and transcribed herein.

Section 4.2 Additional Land Use Restrictions.

In order to ensure and to preserve the character of the Alturas Business Park Project (Phase I and Phase II), each and every one of the following uses shall be prohibited in Phase II:

- A. Any business and/or use not specifically allowed in the Research Technology Office (RTO) Zoning District as provided by Moscow City Code.
- B. Offices of professionals such as doctors, lawyers, accountants, tax consultants, counselors, architects and engineers except those engaged primarily in research and development;

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- insurance and business consultant offices; administrator's offices, beauty and barber shops, and graphic and photographic studios.
- C. Group day care facilities and small day care facilities.
 - D. Churches, convents, monasteries, synagogues and mosques;
 - E. Financial institutions;
 - F. Retail sales and personal services which are not directly and integrally related to research and/or technology;
 - G. Commercial eating and drinking establishments.
 - H. Ownership by any property tax-exempt entity unless such entity executes an agreement wherein such entity agrees to pay to such applicable taxing districts, as long as such property tax entity owns such property, a fee in lieu of and equal to the property tax which, but for such entity's tax-exempt status, would be assessed upon the property and improvements.

Section 4.3 All land use restrictions herein shall apply without exception for the first twelve (12) years following the date of the execution of this Declaration, after which such may be changed only by the majority of Phase II Owners, provided that the provisions of section 4.2.A. shall continue as long as a property tax-exempt entity owns any property in Phase II.

ARTICLE V DESIGN COMMITTEE USE RESTRICTIONS

In order to promote and to preserve consistency between Phase I and Phase II, all provisions of Article V. Design Committee Use Restrictions contained in Alturas Technology Park Declaration of Protective Covenants, Conditions and Restrictions dated 23rd day of December 1996 are hereby adopted in their entirety the same as if fully copied and transcribed herein.

ARTICLE VI OTHER PROVISIONS

Section 6.1 Enforcement.

The Declarant, Association, URA, the Design Committee or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association, URA, the Design Committee or by any Owner to enforce any covenant or restrictions herein contained shall in no way be deemed a waiver of the right to do so thereafter. Declarant, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided lots in the subdivision, controlled by these covenants. The reservation of this right of enforcement shall not create an obligation of any kind to enforce same.

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Section 6.2 Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, all of which shall remain in full force and effect.

Section 6.3 Expansion of the Park. Additional real property purchased hereafter may be made part of the Park and shall be subject to this Declaration by the proper filing by Declarant or its successor in interest of a plat of such real property, acknowledged and accepted by the Association, which states thereon that such platted property is a part of, and subject to all covenants, conditions, restrictions, reservations and easements applicable to the Park, as set forth in this Declaration.

Section 6.4 Amendment. Except as limited by Section 4.3 of this Declaration, this Declaration may be amended, modified or changed, in whole or in part, by a three-quarter (3/4) vote of the then Owners of Lots in Phase I and Phase II of the Park and any such amendment, modification or change shall bind all Owners in Phase I and Phase II of the Park, provided, however, that notwithstanding anything to the contrary provided herein or in any such amendment, modification or change hereof, it is understood and agreed that (i) no such amendment, modification or change shall prohibit any Owner from doing any act or thing that such Owner was entitled to hereunder at the time such amendment, modification or change was executed unless such Owner consents in writing to such amendment, modification, or change; (ii) no such amendment, modification, or change shall deprive any Owner of the use or benefit which is provided hereunder for the use and benefit of such Owner's Lot unless such Owner consents in writing to same; (iii) no such amendment, modification, or change shall increase the obligations or liabilities of, or impose any additional or new obligations or liabilities upon any Owner who owns a Lot at the time such amendment, modification, or change is executed unless such Owner consents in writing to same.

Section 6.5 Attorney Fees, Jurisdiction and Venue. Notwithstanding anything herein contained to the contrary, in the event of litigation arising out of the interpretation or enforcement of the rights or obligations under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection with such litigation, including, but not limited to, reasonable attorneys' fees, which may be awarded by the court before whom such litigation is brought. All parties agree that this Declaration shall be governed and interpreted by the laws of the State of Idaho with venue in the Second Judicial District, County of Latah, State of Idaho.

Section 6.6 Term. Except as limited by Section 4.3 of this Declaration, the foregoing protective Covenants, Conditions, and Restrictions are made and adopted to run with the land, and shall be binding upon the undersigned and all parties and persons claiming through and under them until December 31, 2035, at which time said Covenants, Conditions, and Restrictions will be automatically extended for a successive period of ten (10) years, unless an instrument signed by a majority of the then record Owners of the Lots in Phase II has been recorded prior to that date, or of any extended date ten (10) years successively thereafter, agreeing to change said Covenants, Conditions, and Restrictions in whole or in part.

ATTACHMENT VI: Alturas Business Park Phase II Declaration of Protective Covenants, Conditions and Restrictions (CC&Rs)

IN WITNESS WHEREOF, the undersigned, being the Declarant and Association herein, have hereunto set their hands and seals this 29th day of January, 2007.

Declarant: Urban Renewal Agency of the
City of Moscow, Idaho

John McCabe

John McCabe, Chair

ATTEST:

Jim Gress

Jim Gress, Treasurer

Association: Alturas Business Park, Inc.

[Signature]

Authorized Representative

STATE OF IDAHO)
) ss
County of Latah)

On this 25th day of January, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared John McCabe known to me to be the Chair of Urban Renewal Agency of the City of Moscow, Idaho, Inc. 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 notarial seal on the date last above written.



[Signature]
Notary Public for the State of Idaho
Residing at Moscow
My Commission Expires: 5/31/11

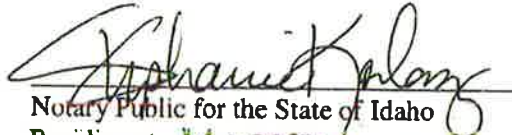
**ATTACHMENT VI: Alturas Business Park Phase II Declaration of
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STATE OF IDAHO)
) ss
County of Latah)

On this 25th day of January, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Robin Woods, known to me to be the duly authorized representative of Alturas Business Park, Inc. 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 notarial seal on the date last above written.




Notary Public for the State of Idaho
Residing at Moscow
My Commission Expires: 5/31/11

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NO. _____
AT THE REQUEST OF:
CITY OF MOSCOW
DATE & HOUR: 1.25.07 12:22 pm
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 0 BY S. Kalasz
picked up

CC&R

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