



AMENDED AGENDA (amendment shown in *italics* below): Thursday February 1, 2018, 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 January 18, 2018

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. **Commissioner Conflict of Interest Disclosure – Bill Belknap**

Under State Law, if a Commissioner has a direct or indirect interest in property that is located within an existing district, or an area under consideration to be included within a district, the Commissioner is required to disclose the conflict in writing, it is to be entered into the minutes of the Agency, and the Commissioner shall not participate in any action by the agency affecting such property. Commissioner Bice has a long-standing ownership interest in two properties located in downtown Moscow and Commissioner Sullivan has a leasehold interest in the property where the One World Café is currently located. The subject properties are in an area under consideration for inclusion within the Legacy Crossing District. Agency's legal counsel has advised that both Commissioner Bice and Sullivan provide written disclosures, that such disclosures be recorded in the minutes, and the Commissioners recuse themselves from any action by the Agency affecting the subject properties.

ACTION: *Receive Commissioner Bice and Sullivan's conflict disclosures and enter said disclosures into the minutes of the Agency; or take other action as deemed appropriate.*

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

Since the departure of the prior Treasure Don Palmer, City Supervisor Gary Riedner has served as Acting Treasurer in his capacity as Acting Finance Director. Recently the City Finance Department hired Brittany Gunderson for the position of Treasury Management – Internal Auditor within the Finance Department. The City is proposing that Ms. Gunderson be appointed and serve as the MURA Treasurer. Per the Agency's Bylaws the Treasurer is an appointed Officer that may be filled by a member of the Board or by appointing a City staff member. Ms. Gunderson is well qualified for the position with significant financial management experience in both the public and private sector and is a Certified Public Accountant. Staff is presenting Ms. Gunderson for the Boards appointment to the position of Agency Treasurer.

ACTION: Appoint Ms. Brittany Gunderson to the position of Treasurer for the Moscow Urban Renewal Agency; or take other action as deemed appropriate.

6. **Sangria Downtown LLC Disposition and Development Agreement Amendment Request – Bill Belknap**
On October 26th the Board approved both the Development and Disposition Agreement (DDA) and associated Owner Participation Agreement with Sangria Downtown LLC. Under the prior Exclusive Negotiation Agreement schedule of performance, Sangria Downtown had until November 10th, 2017 to execute the DDA. On November 9th, Staff received a letter from Sangria stating that their attorney had reviewed the DDA and had concerns regarding some aspects of the document. Since that time, Sangria and the Agency's attorneys and Staff have discussed various amendments that Sangria desired to make to the DDA. That process has been concluded and a revised DDA is being presented for the Board's consideration.

ACTION: Approve the revised Disposition and Development Agreement with Sangria; or take other action as deemed appropriate.

7. **Draft 2017 MURA Annual Report – 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 are awaiting the FY2017 financial statements from the Agency's auditor which are expected to be received by February 15th for inclusion in report. The complete 2017 Annual Report would then be available for public review from February 15th through February 28th. The Board would then conduct the formal public meeting upon the annual report at the Agency's March 1st meeting where public comment can be received. After approval of the Annual Report it will be presented to the City Council at their March 19th meeting.

ACTION: Review preliminary draft 2016 Annual Report and provide staff with direction.

8. **FY2017 General Fund Operating Transfer Direction – Bill Belknap**
Previously general agency operation expenses were addressed through an ending fund balance adjustment between District Funds and the General Fund to account for the approximately \$60,000 in annual general agency operating expenditures. In the FY2018 Budget development process, Staff recommended the inclusion of an operating transfer between the General Fund and District Funds in the Agency's budget in order to account for that transfer more clearly. Historically, the transfer from the District Funds to the General Fund was equal to the total General Fund operating expenses for the year. As a result, the General Fund's fund balance has grown over the last decade and now exceeds common governmental account standards for fund balances which range from 2-4 months of fund expenditures. Staff is recommending that for the FY2017 Fiscal year that ended on September 30, 2017, that the Agency reduce the operating transfer from the Legacy Crossing District Fund to the General Fund to \$35,000. This would result in a General Fund Balance to \$27,773 or just under 5 months of operating expenditures. This in turn would result in a corresponding increase in the Legacy Crossing Fund Balance that is anticipated to be required to fund upcoming projects identified within the Agency's Capital Improvement Plan.

ACTION: Approve the reduced operating transfer from the Legacy Crossing Fund to the General Fund in the amount of \$35,000; or take other action as deemed appropriate.

9. **General Agency Updates – Bill Belknap**
- Legacy Crossing District
 - Alturas District
 - General Agency Business

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, January 18, 7:00 a.m.

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

Commissioners Present	Commissioners Absent	Also in Attendance
Steve McGeehan, Chair	Art Bettge	Bill Belknap, MURA Executive Director
Trent Bice		Anne Peterson, MURA Clerk
Steve Drown		Gary Riedner, Interim Treasurer
Dave McGraw		
Ron Smith		
Brandy Sullivan		

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

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 December 14, 2017

Sullivan moved approval of the consent agenda, seconded by Smith and carried unanimously. Belknap pointed out a scrivener's error omitted the December 2017 Financials and Payables from the consent agenda. Sullivan moved to amend the consent agenda due to this error and that the good faith reason was that it was a simple oversight and the financial and payables report were included in the published packet, seconded by Smith and approved unanimously. Smith moved to approve the consent agenda as amended. McGraw seconded the motion and it also carried by unanimous agreement.

2. **Public Comment for items *not on agenda*:** Three minute limit.

Garrett Thompson requested a thorough Sangria update during Agenda Item #8.

3. **Announcements**

None.

4. **Election of Officers for 2018 – Chairperson McGeehan**

Per the Agency's bylaws, elections for officers for the year are to be held at the first meeting in January. The Agency will need to elect and appoint officers for the positions of Chairperson, Vice Chairperson and Secretary.

Sullivan nominated McGeehan to continue as Chair, seconded by Drown. McGraw nominated Sullivan to continue as Vice Chair and Bettge as secretary, seconded by Smith. The full slate was approved unanimously.

5. **Paradise Creek Flood Study Proposal – Bill Belknap**

On December 14th the Board authorized moving forward with Phase I of a flood study within a portion of the Legacy Crossing District. At that time, Staff reported that FEMA flood model appeared to include three bridge structures that no longer exist and which appeared to be increasing flood elevations. There are 29 parcels, including those under contract by Thompson Development and proposed for redevelopment, that are impacted by the current floodplain boundary and 14 of those parcels are located within the Legacy Crossing Urban Renewal District. A lowering and/or reduction of the regulatory floodplain would significantly assist in the potential redevelopment of the impacted properties. The Phase I work has been completed by Alta Science and Engineering and initial results indicate that once the prior bridge structures were removed from the flood model, flood elevations and floodplain width were reduced significantly. As Staff presented on December 14th, if the Phase I

analysis indicated an anticipated reduction of flood elevations, the study would proceed to Phase II which would include field survey work to collect current channel and floodplain cross sections necessary for a full modeling analysis. If the full model analysis continues to demonstrate a reduction of flood elevations and extends the project would proceed to Phase III which would include the assistance and support in preparation and processing of the Letter of Map Revision application to FEMA to facilitate the remapping process. The cost of Phase II is estimated to be \$16,000. Staff anticipates making a request of the Moscow City Council to share in the study cost at the Council's upcoming February 5th meeting but would like Agency authorization to proceed with Phase II of the study to allow the project to move forward.

Belknap reported on the Phase I analysis from Alta which confirmed that flood elevations and floodplain risks are reduced from what current FEMA maps indicate. Until actual surveying is complete they are unable to state exactly what the final floodplain revision might be. Belknap added that any development done under the current maps would require buildings be raised four feet which adds to construction costs, impacts the ability to meet ADA requirements, and creates design complications. He requested the Board's approval of \$16,000 for Phase II, with the understanding that he plans to request the City to contribute to the costs. Sullivan was in favor of proceeding with Phase II since Phase I certainly indicates the floodplain is much different than that reflected on current maps. Drown thought it was critical to proceed. Sullivan thought it was appropriate for the City to contribute to the costs. McGraw moved to recommend approval of Phase II expenditures, not to exceed \$16,000. Thompson approached the podium to thank the Board for approving Phase I and reported that his potential tenant on the old car wash property is not interested in constructing their building 3-4 feet in the air. Smith seconded the motion. Sullivan asked about the cost of Phase III. Belknap didn't have figures but anticipated it would be in the \$3-5,000 range. Sullivan suggested the City be asked to contribute half since about half of the affected properties are outside the District. Belknap said he'd be happy to present that request from the Agency to the City. Others agreed but added it wasn't a deal breaker if the City determines they can't contribute. Motion on the table carried unanimously.

6. Third Street Corridor Lighting and Sidewalk Improvement Project Contribution – Bill Belknap

At the Board's January 19, 2017 meeting Staff briefed the Board regarding a pedestrian safety improvement project on West Third Street which is located within the Legacy Crossing Urban Renewal District that the City of Moscow was seeking grant funding to complete. The Project included sidewalk replacement and new lighting installation only (because replacement lighting does not meet the cost/benefit rating for grant funding) from Jackson Street west to Lieuvallen. The Project was proposed to be constructed in two phases with an estimated cost of approximately \$400,000 each. At that time the Board committed to a contribution of \$87,000 toward the entire project which included \$72,000 for replacement of existing lighting which is not eligible for the grant funding plus an additional \$15,000 that Board had committed to the project. Grant funding for Phase I of the project was awarded last year with design in 2020 and construction in 2021. The City is reapplying for funding for Phase II and is seeking a letter reconfirming the Agency's prior commitment. The total project contribution amount would remain at \$87,000 for both phases (\$29,750 for Phase I and \$57,250 for Phase II). Both phases of the project contribution are included within the Agency's adopted 5-year capital improvement plan.

Smith moved approval of the letter to reconfirm support of the project. Bice seconded the motion which was approved.

7. Gritman Medical Office Building Project Limited Promissory Note Approval – Bill Belknap

On September 15th, 2016 the Board approved the Owner Participation Agreement with Gritman Medical Park LLC in the amount not to exceed \$600,000 for public improvements including street and sidewalk reconstruction and other improvements associated with their medical office building project located at 803 S. Main Street. The project and associated public improvements have been completed and Gritman has presented its certification of expenses in the amount of \$600,000 for review and approval by the

Board. Upon approval by the Board, the Agency will issue the limited promissory note which is the basis of reimbursement of the public improvement expenses that were incurred.

Belknap reported that staff reviewed the certification of expenses and found them to be accurate and complete. Riedner requested that "the City of Moscow" be added to the Non-General Obligation paragraph to accurately reflect state statute. Sullivan moved approval of the certification of expenses and issuance of the Limited Promissory Note with the amendment recommended by Riedner, seconded by Smith. Motion carried.

8. General Agency Updates – Bill Belknap

- Legacy Crossing District
 - The Sangria DDA has not been executed yet because of language revisions being negotiated with their attorney regarding the ongoing obligations of the Agency related to the groundwater extraction system. Belknap anticipates the DDA will be ready for Board re-approval at the next meeting (Feb 1). McGraw asked if Sangria had their financing yet and Belknap said they have 90 days following execution of the DDA. The current timeline requires construction to commence by July 2018 with completion no later than September 2019.
 - Thompson reported that his Phase I analysis is complete at Spotswood/Troy Road and a limited Phase II study was recommended. He anticipates demolition this summer and construction commencing in the fall. He announced he is the developer negotiating with Noel Blum to save the powerhouse at the Dumas Seed property with the intention of repurposing it.
- Alturas District
 - None.
- General Agency Business
 - Riedner reported the Redevelopment Association meets today and there is currently no URA legislation underway although there has been discussion about whether URA funds can be used for arena development.
 - Belknap and Riedner announced Brittany Gunderson will be introduced at the next meeting with a proposal that she be appointed as Agency Treasurer.
 - Trent Bice was welcomed as a new Agency member appointed by Mayor Lambert.

The meeting adjourned at 8:04 AM.

Steve McGeehan, Agency Chair

Date



Bylaws of the Moscow Urban Renewal Agency

Adopted: October 5, 2017

Article I: Purpose

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

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

Article II: Commission Membership

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

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

Article III: Commission Officers

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

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

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

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

Article IV: Committees

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

Section 2. Finance Committee. The Finance Committee shall be comprised of two Commissioners and three Community members, whose names shall be forwarded to the Agency by the Chairperson and confirmed by the Agency as a whole. The Community Member terms shall be at the discretion of the Board. The responsibilities of the Finance Committee shall include the review and provision of recommendations to the Agency's Board of Commissioners regarding the following items:

- a. The Agency's draft annual capital improvement plan and appropriations budget;
- b. The consideration of the issuance of bonds or other debt instruments;
- c. The purchase, sale, or lease of any real property owned or to be acquired by the Agency;
- d. Any proposed owner participation agreement or other financial contribution to private or public development projects that are:
 - i. Not included within the Agency's capital improvement plan; and
 - ii. Not included within the Agency's annual appropriations budget; and
 - iii. Where such initial financial contribution or future repayment commitment by the Agency is in excess of fifty thousand dollars (\$50,000).
- e. Any other matter that may be referred to the Finance Committee by the Board of Commissioners.

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

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

Article V: Meetings

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

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

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

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

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

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

Article VI: Staff

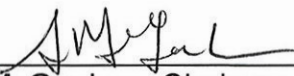
Section 1. The Agency may employ an Executive Director as its primary staff. The Executive Director shall have a specific job description, goals which are adjusted as needed, and performance standards which are reviewed regularly. Direct management of the Executive Director shall be provided by the Agency's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

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

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

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

We, the undersigned, representing all of the members of the Board of Commissioners of the Moscow Urban Renewal Agency, do hereby certify that the foregoing bylaws were duly adopted as the bylaws of said Agency on the 5th day of October, 2017.



Steve McGeehan, Chairperson



Brandy Sullivan, Vice-Chairperson



I, the undersigned, Secretary of the Moscow Urban Renewal Agency, hereby certify that the foregoing bylaws were duly adopted as the bylaws of said Agency on the 5th day of October, 2017.



Art Bettge, Secretary



Memorandum

To: MURA Board

From: Bill J. Belknap, Executive Director

Date: January 25, 2018

Re: Proposed Sangria Downtown LLC Development and Disposition Agreement Amendment

Over the course of the last two years, the Agency has been in negotiation with Sangria Downtown LLC regarding the acquisition and development of the Agency-owned property located at the southwest corner of Sixth and Jackson Streets. The negotiations have been significantly delayed due to the prolonged environmental remediation work that was required on the property which concluded in April of 2017.

On October 26, 2017 the Board approved both the Development and Disposition Agreement (DDA) and associated Owner Participation Agreement (OPA) with Sangria Downtown LLC. Under the prior Exclusive Negotiation Agreement schedule of performance, Sangria Downtown had until November 10th, 2017 to execute the DDA. On November 9th, Staff received a letter from Sangria stating that their attorney had reviewed the DDA and had concerns regarding some aspects of the document. Since that time, Sangria and the Agency's attorneys and Staff have discussed various amendments that Sangria desired to make to the DDA. That process has been concluded and a revised DDA is being presented for the Board's consideration.

While there have been several changes to the language within the DDA the general agreement has remained the same. A number of the changes were of somewhat stylistic or organizational in nature, there were a few substantive changes that the Board should be aware of and which are described below.

1. Clarification of the Environmental Remediation Obligations under the Covenant Not To Sue. Sangria wishes to ensure that the Agency will retain the obligations related to the maintenance and operation of the groundwater extraction system as specified under the environmental remediation work plan, certificate of completion, and covenant not to sue. Those responsibilities are more clearly specified within the amended DDA. In addition, to ensure the extraction system can remain and the Agency has access to conduct those activities, a temporary access easement agreement was added to the agreement through which Sangria would grant the Agency, or its contractors and representatives, access to

maintain the system and conduct water sampling. The groundwater extraction system easement is included as Attachment 7.

2. Slight adjustment to the Property Boundary. Sangria expressed the desire to legally connect the two triangles of property through a 2 foot wide strip across Hello Walk alignment to simplify financing the property as a single land holding. Such access will also allow the use of their alcohol license to the landscape area on the south side of the Hello Walk alignment without requiring a catering permit should there be a future desire to hold special events within that area. This adjustment requires Sangria to grant a pedestrian easement to the City across the connecting strip over the Hello Walk alignment. The revised boundary is shown in Attachment 1 and the pedestrian easement is included as Attachment 8.
3. Revised Form of Deed. The original DDA specified that the property was to be conveyed by a Bargain and Sale deed in a form mutually satisfactory to Sangria, the Agency and the title company. Sangria desires to obtain the property in the form of a Warranty Deed which is acceptable to the Agency as the Agency did obtain title insurance when it purchased the property. The proposed warranty deed is now included as Attachment 5.
4. Revised Schedule of Performance. In consideration of the additional 3 months it has taken to revise the DDA, the Schedule of Performance dates have been adjusted and date of construction commencement is now July 31, 2018.

**DISPOSITION AND DEVELOPMENT AGREEMENT URBAN RENEWAL AGENCY OF MOSCOW,
IDAHO**

and

Sangria Legacy LLC

February 1, 2018

Legacy Crossing Urban Renewal District, 2008

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (hereinafter “Agreement” or “DDA”) is entered into by and between THE URBAN RENEWAL AGENCY OF THE CITY OF MOSCOW, IDAHO, an independent public body corporate and politic (hereinafter “**Agency**”), and Sangria Legacy, LLC (hereinafter “**Developer**”). Collectively Agency and Developer shall be referred to as the “Parties.” Agency and Developer agree as follows:

RECITALS

WHEREAS, Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of Title 50, Chapters 20 and 29 of the Idaho Code; 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 2008 (hereinafter the “**Plan**”); and

WHEREAS, the Agency owns a parcel of property located at the Southwest corner of Sixth and Jackson Streets of approximately Twenty-Seven Thousand Four Hundred Forty Three square feet (27,443 sf) in size and is depicted on Attachment 1 and more particularly described in Attachment 2 (hereinafter “**Agency Property**”); and

WHEREAS, Agency seeks to initiate a development project to revitalize the Legacy Crossing Project Area in compliance with the Plan; and

WHEREAS, Agency issued a Request for Proposal (“**RFP**”) public notice regarding development of the Agency Property on December 3rd, 6th, and 17th of 2014 with the period for application open for forty (40) days in the *Moscow Pullman Daily News* newspaper, with RFP responses due to Agency within that forty-day period; and

WHEREAS, three proposals were received by Agency concerning development of the Agency Property; and

WHEREAS, Agency reviewed the three proposals at its February 26, 2015, Board meeting; and

WHEREAS, Agency selected Sangria Legacy LLC’s development proposal at its February 26, 2015, Board meeting; and

WHEREAS, Agency and Developer have previously completed an Exclusive Negotiation Agreement (hereinafter “**ENA**”) pertaining to the Developer’s willingness to develop the Agency Property in compliance with the objectives of the Plan, and to provide for a development

consistent with the relevant zoning regulations and compliant with the covenants, conditions and restrictions on the Agency Property; and

WHEREAS, Agency staff and Developer representatives have negotiated the DDA for the purpose of developing the Agency Property; and

WHEREAS, the development project proposed by Developer in those Design Review Drawings submitted to Agency identified in Section 14 below (the “Design Review Drawings”) attached hereto (“**Attachment 4**”) and approved by Agency for developer of the Agency Property (the “**Project**”) has been appraised by Gem Valley Appraisers consistent with Idaho Code Section 50-2011(a) and a copy of such appraisal report is available at the offices of Agency;

WHEREAS, Developer has agreed to develop the Agency Property in compliance with the Plan and related laws, ordinances, and covenants, conditions and restrictions;

WHEREAS, Agency and Developer desire to enter into this Agreement for the purpose of permitting Developer to purchase and develop the Agency Property in accordance with the Plan; and

WHEREAS, this Agreement and the accommodation of approval of this Agreement by Agency are deemed to be in the best interest of the public.

NOW, THEREFORE, AGENCY AND DEVELOPER AGREE AS FOLLOWS:

AGREEMENT

1. SUBJECT OF AGREEMENT

a. Purpose.

The purpose of this Agreement is to effectuate the Plan and the Project by providing for the disposition and development of the Agency Property, which is included within the boundaries of the Legacy Crossing Project Area as specifically described in the Plan (the “**Project Area**”).

The disposition of the Agency Property shall be for purposes of development as stated in this Agreement and not for speculation.

The development of the Agency Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Moscow, Idaho (hereinafter “**City**”), and the health, safety, morals, and welfare of its residents and are in accord with the public purposes and provisions of applicable Federal, State, and local laws and requirements.

b. The Plan

This Agreement is subject to the provisions of the Plan, as it may be subsequently amended, and is incorporated herein by reference and made a part hereof as though fully set forth herein. Provided, amendments to the Plan that are effective after the date of this Agreement are not effective against or binding on the Agency Property unless approved by Developer in writing.

c. Project Area

The Project Area is located in the City of Moscow, Latah County, Idaho, as defined in the Plan and the exact boundaries thereof are specifically described in the Plan.

d. Agency Property

The Agency Property is that portion of the Project Area depicted on the Map of the Agency Property (Attachment 1) and legally described in Attachment 2.

e. Parties to This Agreement

Agency is an independent public body corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, Title 50, Chapter 20, Idaho Code. The office of Agency is located at P O Box 9203, Moscow, Idaho, 83843, c/o Moscow Urban Renewal Agency, ATTN: Executive Director. Agency, as used in this Agreement, includes the Urban Renewal Agency of Moscow, Idaho and any assignee of or successor to its rights, powers, and responsibilities.

Developer is Sangria Legacy LLC. The principal office of Developer is located at 2124 W. Pullman Road, Moscow, Idaho, 83843. Developer reserves the right to transfer the rights under this Agreement as allowed herein. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee, or successor in interest as herein provided.

f. Limitations on Change of Ownership Until Construction of Improvements

i. Developer represents and warrants that Developer shall devote the Agency Property to the uses specified in the Plan, the Deed, Moscow City Code including the Zoning Code, and this Agreement through December 31, 2032. Developer further recognizes that in view of:

- a) the importance of the redevelopment of the Agency Property to the general welfare of the community;
- b) the reliance by the Agency on the business expertise of Developer and the continuing interest which Developer will have in the Agency Property to assure the quality of the use, operation, and maintenance of the development

thereof; and

- c) the qualifications and identity of Developer being of particular importance to City and Agency and that because of such qualifications and identity the Agency has entered into this Agreement with Developer. Interests in Developer are presently owned fifty percent (50%) by Carly Lilly ("**Lilly**") and fifty percent (50%) by George Skandalos ("**Skandalos**"),

no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. Except as provided below, Developer shall not assign all or any part of this Agreement without the prior written approval of Agency, which approval shall not be unreasonably withheld. It shall not be unreasonable for Agency to withhold its approval because Agency determines in its discretion that the proposed transferee does not have a current financial strength, experience or reputation for integrity equal to or better than Developer as of the date this Agreement has been executed by Agency.

- ii. For the reasons stated above, Developer represents and warrants for itself and any successor in interest of itself that, without the prior written approval of Agency, which approval shall not be unreasonably withheld, there shall be no change in the ownership of Developer that would result in (i) Lilly and Skandalos combined owning 50% or less of the outstanding interest in Developer or (ii) any contractual arrangement by which Lilly and Skandalos although combined owning more than 50% of the outstanding interest in Developer have transferred or ceded voting control of Developer to any third party or parties (other than such changes occasioned solely by the death or incapacity of an individual) until Developer has constructed the improvements to the Agency Property in accordance with this Agreement. It shall not be unreasonable for Agency to withhold its approval because Agency determines in its discretion that the proposed transferee does not have a current financial strength, experience, or reputation for integrity equal to or better than Developer as of the date this Agreement has been executed by Agency. Developer shall notify Agency in advance of any and all prospective changes that would, but for Agency approval, violate this restriction and request Agency to approve any such change in ownership of Developer that would result in any such loss of control as specified above. This Agreement may be terminated by Agency if any such change in ownership occurs in violation of this Section 1.f. (other than such changes occasioned solely by the death or incapacity of an individual). This Section 1.f shall be null and void and of no further force and effect upon Agency's execution of the Certificate of Completion (defined below).

g. Association with others and Key Participants

Notwithstanding any other provision of this Agreement, Developer reserves the right, at its discretion, without the prior written consent of Agency, and subject to the disclosure requirements set forth immediately below, to join and associate with other parties in joint ventures, partnerships, or other entities for the purpose of acquiring and developing the

Agency Property or portions thereof provided that Developer maintains ownership control of such entities as described in Section 1.f. above and remains fully responsible to the Agency in regard to the Agency Property as provided in this Agreement. Wherever the term "Developer" is used herein, such term shall include any permitted nominee or assignee as herein provided. This section is not deemed to include mortgage-lender participation and conditions therein, provided such mortgage-lender participation complies with this Agreement.

Provided further, however, Developer is required to make full disclosure to the Agency of Developer's directors, officers, major members, major shareholders, major partners, joint venturers, and key managerial employees, as reasonably determined by Developer, involved in this Project. Any change during the period of this Agreement that would result in both Lilly and Skandalos not being involved as key participants is subject to the approval of the Agency, such approval not to be unreasonably withheld.

This Section shall be null and void and of no further force and effect upon Agency's execution of the Certificate of Completion (defined below).

h. Schedule of Performance

In furtherance of the purposes of this Agreement, the Parties agree to adhere to, abide by and comply with the Schedule of Performance ("**Schedule of Performance**") attached hereto (**Attachment 3**). A Party's written request to the other Party for reasonable extension of the date or time for compliance under the Schedule of Performance shall not be unreasonably withheld. The Schedule of Performance is subject to revision from time to time as may be mutually agreed upon in writing by Developer and Agency.

2. DEPOSIT

a. Amount and Form of Deposit

Developer, prior to or simultaneously with the execution of this Agreement by Agency, shall deposit with Agency cash, certificate of deposit issued by a Federal or State bank, or other form of security instrument acceptable to Agency (hereinafter "**Developer's Deposit**") in the amount of Five Thousand Dollars (\$5,000) drawn against the account of Developer on such banks as Agency shall approve. Developer's Deposit shall serve as security for the good faith and reasonably diligent performance of certain obligations and duties of Developer set forth in this Agreement or its retention by Agency as liquidated damages. Such Developer's Deposit shall not be subject to draw by the Agency except as provided below.

Agency shall be under no obligation to pay or earn interest on Developer's Deposit, but if interest shall accrue or be payable thereon, such interest, when received by Agency, shall become part of the Developer's Deposit. Subject to terms and provisions of Section 28 below, the Developer's Deposit shall be applied against the Purchase Price at Closing.

b. Nonrefundable Deposit

From and after the applicable dates and in the amounts expressly set out in the Schedule of Performance, Developer's Deposit shall no longer be refundable to Developer on any condition without regard to any other provision of this Agreement.

3. DISPOSITION OF THE AGENCY PROPERTY

a. Purchase Price

In consideration of Developer's agreement to develop the Agency Property and subject to the terms, conditions, and provisions of this Agreement, Agency agrees to grant and convey to Developer the entire fee simple estate of the Agency Property on or before May 1, 2018, subject to any mutually agreed upon extensions of time, being the scheduled date for the close of escrow (hereinafter the "Closing Date" or the "Closing") for the sum of one hundred thousand dollars (\$100,000), plus Three Thousand Dollars (\$3,000) for real estate expenses incurred by the Agency, for the total sum of One Hundred and Three Thousand Dollars (\$103,000) (the "Purchase Price"). The Purchase Price shall be delivered to the Escrow Agent and deposited into the escrow established under terms of this Agreement on or before the closing date. The Purchase Price for the Agency Property is no less than the value established within the re-use appraisal completed on October 16, 2017 by Gem Valley Appraisal.

b. Project Budget and Financing

No later than ninety (90) days after the Effective Date or such later time as may be approved by Agency, Developer shall submit to Agency's Executive Director evidence reasonably satisfactory to the Executive Director that Developer will have at or before Closing the financial capability necessary for the acquisition of the Agency Property and the development of the Project thereon pursuant to this Agreement. Such preliminary evidence of financial capability shall include all of the following:

- i. Reasonably reliable cost estimates for Developer's total cost of acquiring the Agency Property and developing the Project (including both "hard" and "soft" costs) ("**Project Budget**").
- ii. A copy of the loan commitment or commitments obtained by Developer from a qualified lender supervised, approved, regulated, or insured by any agency of the Federal government or the State of Idaho, or proof of funds from Developer and/or an equity partner for all of the sources of funds to finance acquisition of the Agency Property and construction of the Project, including those from public agencies. Each commitment for financing shall be in such form and content acceptable to Agency's Executive Director and shall reasonably evidence a firm and enforceable commitment, with only

those contingencies and conditions that are standard or typical for similar projects prior to land closing.

- iii. If the total Project Budget exceeds the amount of financing commitments received pursuant to subparagraph (ii) above, evidence reasonably satisfactory to the Executive Director demonstrating that Developer has adequate funds available and committed to cover such difference.

For purposes of compliance with this Section, non-binding loan commitments or loan term sheets from a qualified lender will be acceptable.

c. Time to Approve Evidence of Financing.

Agency shall approve or disapprove of Developer's evidence of financing within twenty (20) days of receipt of a complete submission. Agency's approval shall not be unreasonably withheld. If Agency's Executive Director shall disapprove such evidence of financing, he or she shall do so by written notice to Developer stating the reasons for such disapproval and Developer shall promptly resubmit its evidence of financial capability, as modified to conform to Agency's requirements, not more than twenty (20) days after receipt of the Agency Executive Director's disapproval.

4. ESCROW

The parties agree to establish an escrow with Latah County Title Company as escrow agent (the "**Escrow Agent**"), in Moscow, Idaho, within the time established in the Schedule of Performance. This Agreement constitutes the joint escrow instructions of Agency and Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. Agency and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this Section 4 in writing delivered to Agency and to Developer within five (5) days after the opening of the escrow, shall carry out its duties hereunder.

a. Developer's Escrow Obligations

Developer shall deposit the Purchase Price with the Escrow Agent prior to closing.

After Escrow Agent has notified Developer of the amount of fees, charges, and costs to be paid by Developer as set forth below Developer shall pay in escrow to the Escrow Agent on or before the closing date the following fees, charges, and costs:

- i. One half (1/2) of any notary fees, escrow fees, and recording fees; and
- ii. The portion of the premium for the title insurance policy or special endorsements to be paid by Developer as set forth in Section 11 of

this Agreement.

b. Agency's Escrow Obligations

The Agency shall timely and properly execute, acknowledge, and deliver a properly executed warranty deed in substantially the form of the warranty deed attached hereto as Attachment 5 (the "**Deed**"). Any insurance policies governing the Agency Property will not be transferred by Agency to Developer at Closing.

The Agency shall pay in escrow to the Escrow Agent on or before the Closing Date the following fees, charges, and costs:

- i. Costs necessary to place the title to the Agency Property in the condition for conveyance required by the provisions of this Agreement;
- ii. One half (1/2) of any notary fees, the escrow fee, and recording fees;
- iii. The premium for a standard title insurance policy to be paid by the Agency as set forth in Section 11 of this Agreement;
- iv. Ad valorem taxes, if any, upon the Agency Property for any time prior to the closing date, (it being understood and agreed by the parties that all ad valorem taxes and assessments levied and/or imposed for any period commencing upon or after the closing date shall be attributable to and paid by Developer); and
- v. Any state, county, or city documentary transfer tax.

c. Escrow Funds

All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the state of Idaho. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month.

5. CONDITIONS TO PROPERTY TRANSFER.

a. Conditions to Agency's Obligations

In addition to any other condition set forth in this Agreement in favor of Agency, Agency shall have the right to condition its obligation to convey the Agency Property to Developer and close the Escrow upon the satisfaction, or written waiver by Agency, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**Agency Closing Conditions**"):

- i. **Permits and Approvals.** Developer shall have obtained all required land use approvals and entitlements (other than grading permits, building permits and condominium plat approvals) for the development of the Project from

all governmental agencies with jurisdiction. MURA shall reasonably cooperate in obtaining any such approvals to the extent of its ownership interests in the Property and in facilitating this Project. With regard to such land use approvals and entitlements issued by the City for the Project, the time period for appealing or challenging such approvals and entitlements shall have expired with no appeal or challenge outstanding. Developer shall have submitted and obtained tentative approval from the City of its final grading plans and building plans for the Project and grading permits and building permits shall be reasonably expected to be issued upon payment of fees. Developer shall request and, if such request is granted, provide written confirmation from the City that any such permits and approvals have been tentatively approved and are reasonably expected to be issued upon payment of fees.

- ii. **Developer Deliveries Made.** Developer has deposited with Escrow Agent all sums and documents required of Developer by this Agreement for the Closing.
- iii. **Evidence of Financing.** Agency shall have approved Developer's evidence of financing in accordance with Section 3.b. of this Agreement, and the financing for the Project shall close and be available to Developer upon Developer's acquisition of the Agency Property.
- iv. **No Default.** Developer shall not be in material default of any of its obligations under this Agreement and shall not have received notice of a default hereunder which has not been cured, and all representations and warranties of Developer contained herein shall be true and correct in all material respects.
- v. **Construction Contract.** Prior to Closing, Developer shall submit to Agency a contract or contracts for the Project that the Project will be constructed in an amount or amounts that do not substantially exceed the Project Budget.
- vi. **Groundwater Extraction System Easement.** Developer has deposited with Escrow Agent a properly executed Declaration of Easement for Access, Operation and Maintenance for Groundwater Extraction System (the "Declaration of Easement") in a form substantially similar to that which is attached hereto ("**Attachment 7**").
- vii. **Perpetual Pedestrian Walkway Easement.** Developer has deposited with the escrow Agent a properly executed Perpetual Pedestrian Walkway Easement (the "Walkway Easement") in a form substantially similar to that which is attached hereto ("**Attachment 8**").

b. Conditions to Developer's Obligations

In addition to any other condition set forth in this Agreement in favor of Developer, Developer shall have the right to condition its obligation to purchase the Property and close Escrow upon the satisfaction, or written waiver by Developer, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**Developer Closing Conditions**"):

- i. **Permits and Approvals.** Developer shall have obtained all land use approvals and entitlements for the conveyance of the Agency Property and for the development of the Project from all governmental agencies with jurisdiction, with the exception of grading permits, building permits and final condominium plat approvals. The time period for appealing or challenging such approvals and entitlements shall have expired with no challenge outstanding. Developer shall have obtained approval of its final grading plans and building plans for the Project and grading permits and building permits shall be ready to be issued upon payment of fees.
- ii. **Agency Deliveries Made.** Agency has deposited with Escrow Agent all documents required be deposited by Agency under this Agreement for the Closing.
- iii. **Title Policy.** The Title Company is unconditionally and irrevocably committed to issue to Developer at Closing an ALTA standard coverage owner's title policy, or, upon Developer's request, an ALTA extended coverage owner's policy of title insurance ("**Title Policy**"), insuring Developer's title to the Property in the amount of the Purchase Price, subject only to the following (collectively, the "**Permitted Title Exceptions**"): the standard exceptions and exclusions from coverage contained in such form of the policy; matters created by, through or under Developer; items disclosed by any survey obtained by or provided to Developer; items that would have been disclosed by a physical inspection of the Agency Property on the Effective Date; real estate taxes not yet due and payable; the documents to be recorded under this Agreement; any supplemental title objections mutually agreed upon by Agency and Developer; and any Accepted Exceptions as defined in Section 9 below.
- iv. **No Default.** Agency shall not be in default of any of its obligations under this Agreement and shall not have received notice of a default hereunder which has not been cured, and Agency's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date.
- v. **Debt and Equity Financing.** That Developer is able to obtain and submit to Agency evidence of financing reasonably acceptable to Developer and that

all conditions to any financing commitments for the Project approved by Agency are satisfied and any such commitments are verified by lenders and any other involved third parties. A commitment to make a construction loan shall be considered verified upon execution of the loan agreement by Developer and the lender and depositing with Escrow Agent for use at Closing the mortgage or deed of trust executed by Developer securing the loan.

c. Satisfaction of Conditions.

Where satisfaction of any of the foregoing conditions in Section 5 above requires action by Developer or Agency, each party shall use its diligent efforts, in good faith, and at its own cost, to expeditiously satisfy such condition. If a party is not in a position to know whether or not a condition precedent has been or will be satisfied prior to Closing, then the party that is aware of the status of the condition shall immediately notify the other party.

6. AMENDMENT TO ESCROW INSTRUCTIONS

Any amendment of the joint escrow instructions under this Agreement shall be in writing and signed by both Agency and Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under any such amendment.

All communications from the Escrow Agent to the Agency or Developer shall be directed to the addresses and in the manner established in this Agreement for notices, demands, and communications related to Agency and/or Developer

7. REAL ESTATE COMMISSIONS AND BROKER FEES

Agency represents that it has not engaged any broker, agent, or finder in connection with this transaction. Developer represents that it has not engaged any broker, agent, or finder in connection with this transaction. Should it be determined by a court of competent jurisdiction that either party is liable for payment of any commission and/or brokerage fee(s), that party shall be liable for any such commission and/or fees and shall indemnify the other party for all costs and fees including attorney fees in connection with the other party's involvement as a party or non-party in any such legal proceeding. Provided, however, nothing herein shall prevent Developer from pre-leasing space within the Project, thus incurring real estate commissions or brokerage fees, provided, however in regard to any such pre-leasing event Agency shall not be liable for any such real estate commission or brokerage fees.

8. COOPERATION AND DELIVERY OF POSSESSION

Agency and Developer agree to perform all acts reasonable and necessary to convey title

at Closing. Unless otherwise agreed to by the parties, possession shall be delivered to Developer at Closing, except that limited access may be permitted before Closing as permitted by this Agreement.

9. CONDITION OF TITLE

a. Title Commitment.

On or before ten (10) days from the Effective Date, Agency shall provide a title commitment for the Agency Property to Developer for review and approval. Developer shall thereafter have thirty (30) days within which to object to any defects, encroachments, encumbrances, covenants, conditions, restrictions and/or other exceptions to title as contained in said title commitment (the “**Objected-to Exceptions**”). Agency shall take all necessary actions to remove all such Objected-to Exceptions and, if Agency is unable to remove all Objected-to Exceptions on or before sixty (60) days prior to the Closing Date, upon written request by Agency to Developer, one (1) thirty (30) day extension period within which to do so shall be granted.

b. Accepted Exceptions.

In the event Agency does not remove all such Objected-to Exceptions within the time(s) stated above, Developer may accept title subject to those remaining Objected-to Exceptions (the “Accepted Exceptions”) or may refuse to close escrow, in which case this Agreement shall be terminated pursuant to Sections 12 and/or 28, as applicable, of this Agreement. Developer shall accept covenants, conditions, restrictions, or equitable servitudes associated with the Agency Property that are set forth in the Plan, the Declaration of Easement and the Walkway Easement.

c. Groundwater Extraction System.

Developer acknowledges the Agency Property is subject to the terms and conditions of the Covenant Not to Sue, Latah County Recorder’s Office Instrument No. 585299. At Closing, Developer agrees to grant Agency and Agency agrees to accept the Declaration of Easement and its terms and conditions for purposes related to Agency’s operation and maintenance of a groundwater extraction system, which is currently installed on the Agency Property. Agency shall operate and maintain the groundwater extraction system as more fully set forth in Section 13 below and the Declaration of Easement at no cost to Developer.

d. Pedestrian Walkway.

Developer and Agency acknowledge that the City of Moscow intends to construct a pedestrian walkway on and across that portion of the Agency Property to be retained by the Agency the location of which is depicted in Attachment 1. Upon

closing, Agency and Developer agree that Developer shall grant to the City the Walkway Easement providing for the construction, maintenance and public right of access on and across the narrow strip of property within the alignment of the pedestrian walkway that is to be conveyed to Developer under this Agreement under the terms and conditions set forth in the Walkway Easement.

10. AS-IS CONDITION OF THE AGENCY PROPERTY.

Subject to Agency's representations and warranties expressly set forth in this Agreement, which representations and warranties shall survive Closing, Developer acknowledges and agrees that any portion of the Agency Property that it acquires from Agency pursuant to this Agreement shall, subject to the terms and provisions set forth in Section 13 below, be purchased "as is."

11. TITLE INSURANCE

a. Title Policy.

Within ten (10) business days after closing, Escrow Agent shall provide and deliver to Developer a title insurance policy, issued by a company licensed to do business in the State of Idaho and acceptable to Developer (the "**Title Company**"), insuring that fee simple title to the Agency Property is vested in Developer subject only to Permitted Title Exceptions. The Title Company shall provide Agency with a copy of the title insurance policy, and the title insurance policy shall be in the amount of the Purchase Price.

b. Payment.

Agency shall pay only for that portion of the title insurance premium attributable to a standard owner's form policy of title insurance in the amount of the Purchase Price. Developer shall pay for all other premiums for title insurance coverage or special endorsements.

c. Endorsement.

Concurrently with the recording of the deed conveying title to the Agency Property, the Title Company shall, if requested by Developer, provide Developer with an endorsement to ensure the amount of Developer's estimated development costs of the improvements be constructed thereon. Developer shall pay the entire premium for any coverage beyond the coverage afforded by the standard owner's form policy of title insurance.

12. FAILURE TO CLOSE ESCROW

a. Failure by Either Party.

If this escrow does not close on or before the closing date because of any failure of either party to fully perform an act or acts requiring performance under this Agreement on or before the Closing Date, either party who then shall have fully performed all acts to be performed by that party on or before the Closing Date may, by notice to Escrow Agent in writing, terminate this Agreement in the manner set forth in Section 28 a. below, and demand the return of any money, papers, and/or documents in possession of the Escrow Agent. Thereupon all obligations and liabilities of the parties under this Agreement shall cease and terminate in the manner set forth in Section 28 below.

b. Failure by Both Parties.

If neither the Agency nor Developer shall have fully performed all acts to be performed by each of them on or before the closing date, no such termination or demand for return noticed by either party shall be given effect until twenty (20) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address set below and, if not current, then to their principal place or places of business. If any objection to any such demand is raised within such twenty (20) day period, the Escrow Agent shall retain all escrowed money, papers, and/or documents until instructed in writing by both Agency and Developer or, upon failure thereof, by a court of competent jurisdiction. If the escrow does not close and no such demand is made within twenty (20) days the Escrow Agent shall terminate the escrow as soon as possible and return money, papers and/or documents to the appropriate party. The terms of this paragraph shall not affect the rights of the Agency or Developer to terminate this Agreement under Section 28 a. hereof.

13. ENVIRONMENTAL CONDITION OF AND RESPONSIBILITY FOR THE AGENCY PROPERTY

a. Environmental Information.

Within twenty (20) days from the Effective Date, Agency shall provide to Developer all information, materials and/or reports in Agency's possession regarding the physical condition, the soils and toxic conditions of the Agency Property, and all other matters which in Agency's reasonable judgment may or could affect or influence Developer's proposed use of the Agency Property and/or Developer's willingness to develop the Agency Property pursuant to this Agreement ("**Agency's Environmental Information**")

b. Unsuitable Option.

Should Developer, upon review of Agency's Environmental Information, determine in Developer's reasonable judgment, the physical condition of the

Agency Property is in material respects unsuitable for the use or uses to which the Agency Property will be put to the extent that it is not economically feasible for Developer to develop the Agency Property pursuant to this Agreement, the Developer shall have the option on or before the Closing Date to terminate this Agreement pursuant to the provisions of Section 28 hereof.

c. As-Is Status.

Agency has provided Developer with all information of which it has actual knowledge concerning the physical condition of the Agency Property, including, without limitation, information about any Hazardous Materials, as defined below. Developer acknowledges and agrees that any portion of the Agency Property that it acquires from Agency pursuant to this Agreement shall, except as set forth in section 13 h. below, be purchased “as is”, in its current physical condition, with no warranties, express or implied, as to the physical condition thereof, the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any Hazardous Materials thereon or therein and any other matters affecting the Agency Property.

d. Indemnity.

Developer agrees, from and after the date of recording of the deed conveying title to the Agency Property from Agency to Developer under this Agreement, except as set forth in Section 13 h. below to defend, indemnify, protect, and hold harmless Agency and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors, and assigns (“**Indemnitees**”) from, regarding, and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein), or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorney fees and expert and consultant fees), whenever arising, resulting from, or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration, and/or release of Hazardous Materials (as defined herein) at, on, in, beneath, or from the Agency Property (sometimes herein collectively referred to as “**Contamination**”). Developer’s defense, indemnification, protection, and hold harmless obligations herein shall include, without limitation, except as set forth in Section 13 h. below, the duty to respond to any governmental inquiry, investigation, claim, or demand regarding the Contamination, at Developer’s sole cost; provided, however, such indemnity, release and waiver, and environmental sections shall not apply to any property retained by Agency, whether originally described as the Agency Property.

e. Release and Waiver.

Except as set forth in Section 13 h. below, Developer hereby releases and waives all

rights, causes of action, and claims Developer has or may have in the future against the Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein) at, on, in, beneath, or from the Agency Property.

f. Definitions.

As used in this Agreement, the term Environmental Response Actions means any and all activities, data compilations, preparations of studies or reports, interactions with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities, or responses to inquiries and notice letters as may be sought, engendered, initiated, or required in connection with any local, state, or federal governmental or private party claims, including any claims by Developer.

As used in this Agreement, the term Environmental Response Costs means any and all costs associated with Environmental Response Actions, including, without limitation, any and all fines, penalties, and damages.

As used in this Agreement, the term Hazardous Materials means any substance, material, or waste which is (1) defined as a hazardous waste, hazardous material, hazardous substance, extremely hazardous waste, or restricted hazardous waste under any provision of federal or Idaho law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a hazardous substance pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251, *et seq.* (33 U.S.C. § 1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a hazardous substance pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (42 U.S.C. § 6903); (8) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.* (42 U.S.C. § 9601); or (9) determined by Idaho, federal, or local governmental authority to be capable of posing a risk of injury to health, safety, or property, including underground storage tanks.

g. Materiality.

Developer acknowledges and agrees that the defense, indemnification, protection, and hold harmless obligations of the Developer for the benefit of Agency set forth in this Agreement are a material element of the consideration to Agency for the performance of its obligations under this Agreement and that Agency would not have entered this Agreement unless Developer's obligations were as provided for herein.

h. Remediation Documents and Responsibilities.

Agency, for itself and the Indemnitees, and Developer hereby acknowledge that

Agency and the Idaho Department of Environmental Quality (“IDEQ”) entered into a Voluntary Remediation Agreement May 2, 2014 (the “**Voluntary Remediation Agreement**”) and Agency thereafter implemented a Voluntary Remediation Work Plan (“**VRWP**”) on the Agency Property; Agency and IDEQ executed on March 13, 2017 that certain Environmental Covenant recorded on March 21, 2017 under Instrument No. 584525, records of Latah County, Idaho (the “**Environmental Covenant**”); IDEQ by letter to Agency dated March 30, 2017 accepted that certain VRWP Completion Report (the “**Workplan Report**”) dated and submitted to IDEQ on March 26, 2017 by TerraGraphics Environmental Engineering, Inc.; and Agency executed on May 4, 2017 and IDEQ accepted on April 28, 2017 that certain Covenant Not to Sue recorded on May 17, 2017 under Instrument No. 585299, records of Latah County, Idaho (the “**Covenant Not to Sue**”). The terms and provisions of each such instrument and document cited immediately above in this subsection (collectively the “**Remediation Documents**”) affected the Agency Property and resulted, among other terms and provisions, in the imposition of conditions, limitations and restrictions on activities and uses of the Agency Property and placement of obligations and responsibilities on the Agency and any successors in interest and/or future owners of the Agency Property, all as more particularly set forth in the Remediation Documents.

In regard to Remediation Documents and their terms and provisions, Agency, for itself and the Indemnitees and Developer hereby covenant and agree that Agency shall be solely responsible and/or do the following in accordance with the Remediation Documents:

- (i) Be responsible for the continued operation and maintenance of the administrative control (pump and discharge system) in perpetuity until such a time as the compliance well samples meet the compliance criteria specified in the VRWP. With respect to the Groundwater Extraction System, Agency must conduct routine inspections of the three pumps and repair or replace the pumps if necessary. Agency must also conduct routine inspection of the discharge tubing, measure discharged flow from well(s) noting day/time /flow rate and perform monthly inspection of the electrical control box.

With respect to Groundwater Monitoring, Agency, must, in accordance with Site-specific Quality Assurance Project Plan (QAPP) (TerraGraphics 2015c), monitor, at least annually, and measure groundwater levels, purge wells and measure groundwater quality parameters, collect groundwater samples and chemically analyze groundwater samples. Finally, Agency must generate and deliver one annual report to IDEQ.

- (ii) Comply with the Operation and Maintenance Plan.

- (iii) Establish and maintain an escrow account with IDEQ in the amount of five thousand two hundred sixty dollars (\$5,260.00) for the specific purpose of future operation and maintenance costs associated with the engineering controls for the Agency Property. The escrow account shall be maintained for the benefit of the State of Idaho for future use at the Agency Property in case IDEQ determines that no viable responsible party is available to ensure compliance with the Environmental Covenant.
- (iv) Comply with the Workplan Report.
- (v) Report to IDEQ as required under the Environmental Covenant.
- (vi) Comply with Voluntary Remediation Agreement.
- (vii) Be responsible for any claim for environmental remediation under state law resulting from or based upon the release or threatened release of any and all chemicals that are the subject of the Workplan Report.
- (viii) Comply with the Covenant Not to Sue.
- (ix) When applicable, timely seek consent to terminate the activity and use limitations that apply to the Agency Property under the Remediation Documents by demonstrating that the record before IDEQ that groundwater nitrates are at levels IDEQ deems in writing to be adequate for the Agency Property to be developed for unrestricted use.
- (x) Hold Developer harmless and indemnify and defend Developer, its successors and assigns in interest to the Property from all Agency responsibilities under this Section 13 h.

The parties further understand and agree that Developer, at Developer's sole option, shall have the right to decommission, remove and/or otherwise render inoperable Injection wells IW-1, IW-2, IW-3 and IW-4 depicted on Exhibit B to the Declaration of Easement in that said injection wells are no longer a functional part of the Groundwater Extraction System and not part of any compliance requirements set forth in the Remediation Documents.

Developer agrees it shall not undertake any activities on the Agency Property that would cause Agency to be in default or otherwise breach the Remediation Documents.

14. DEVELOPMENT OF THE AGENCY PROPERTY

a. Design Review Drawings.

The Parties acknowledge Developer has submitted the Design Review Drawings to Agency. Agency has approved the Design Review Drawings for development of the Property. If Developer proposes or advances any substantial change to the design of the Project, which change would be of such significance to require re-submittal to the City Design Review Committee, Developer shall provide Agency updated and revised Design Review Drawings. Agency shall have fifteen (15) days to review, approve, disapprove, or modify such changes. Any disapproval shall state in writing the reasons for disapproval and the changes which Agency requests to be made. Such reasons and changes must be consistent with any items previously approved or deemed approved hereunder. Developer, upon receipt of a disapproval based upon powers reserved by Agency hereunder, shall revise such plans, drawings, and related documents (or such portions thereof) and resubmit them to Agency as soon as possible after receipt of the notice of disapproval.

b. Final Construction Documents.

On or before thirty (30) days prior to Closing Date, Developer shall submit to Agency Final Construction Drawings, Landscaping and Grading Plans sufficient to obtain a grading permit, structural building permit and final building permit, including landscaping plans and a clear chart showing changes from the Design Review Drawings including:

- i. square footage by type of uses
- ii. number of parking spaces
- iii. perspective renderings
- iv. floor plans
- v. site plan
- vi. elevations/sections listing exterior finishes

(collectively "Final Construction Documents")

c. Review Process

Subject to the terms of this Agreement, Agency shall have the right of reasonable architectural review of all plans and drawings, including any substantial changes therein. In reviewing the Final Construction Documents, Agency shall be guided by the Plan and Developer's RFP response dated January 12, 2015 and the Design Review Drawings. Developer shall make every reasonable effort to present drawings and plans in compliance with the guidelines. In the event Developer seeks deviation or waiver from those guidelines, Developer shall so indicate when those drawings and plans are submitted. The guidelines shall be applicable unless

specifically waived by Agency. Agency and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to Agency can receive prompt and speedy consideration. If any revisions or corrections of plans approved by Agency shall be required by any government official, agency, department, or bureau having jurisdiction or any lending institution involved in financing, Developer and Agency shall cooperate in efforts to revise or correct the plans or obtain a waiver of such requirements or to develop a mutually acceptable alternative.

d. Prompt Review.

The Final Construction Documents shall be approved, approved conditionally, or disapproved by Agency within fifteen (15) days of their receipt by Agency. Agency shall approve the Final Construction Documents to the extent such plans, drawings, and related documents are consistent with plans (including the Design Review Drawings) previously approved by Agency. Agency may designate a committee of its members and staff to expedite plan approvals. Failure by Agency either to approve or to disapprove plans that are consistent with plans previously approved by Agency within fifteen (15) days of their receipt shall be deemed an approval. City's approval of the Final Construction Documents shall also constitute Agency's approval unless Agency notifies Developer in writing within fifteen (15) days of City's approval of the Final Construction Documents that Agency disapproves of the Final Construction Documents. Any such approved plans, drawings, and related documents shall not be subject to subsequent disapproval. Provided, however, if Developer proposes or advances any change to the exterior design of the Project previously approved by Agency, Agency shall have the right to review, approve, disapprove, or modify such changes within the time frames and in compliance with the procedures stated herein. Any disapproval shall state in writing the reasons for disapproval and the changes which Agency requests to be made. Developer, upon receipt of a disapproval based upon powers reserved by Agency hereunder, shall review such plans, drawings, and related documents (or such portions thereof) and resubmit them to Agency as soon as possible after receipt of the notice of disapproval. Agency shall act on any such resubmission as set forth above for the original submission.

e. Changes to Final Construction Documents.

If Developer makes any substantial proposed change(s) to the Final Construction Documents after approval by Agency, any such proposed change shall be submitted to Agency for approval. For purposes of this section and this section only, "substantial change" is defined as any change in the Final Construction Documents which upon approval of such change will either increase or decrease the value or cost of the Project upon completion by more than fifteen percent (15%), alter the size (area) of the Project by more or less than fifteen percent (15%), or reduce or increase the number of residential, commercial, and/or retail units in the Project.

Any such change in the Final Construction Documents shall, in any event, be deemed approved unless rejected, in whole or in part, by written notice thereof delivered to Developer by Agency setting forth in detail the reason therefore within 10-days following Agency's receipt of any substantial proposed change to the Final Construction Documents.

f. Conformance

Developer shall construct the Project in conformance with the Final Construction Documents as approved by the Agency from time to time.

15. CITY AND OTHER GOVERNMENTAL AGENCY PERMITS

Before commencement of construction or development of any land, buildings, structures, or other work of improvement upon the Agency Property (but not necessarily before conveyance of title), Developer shall, at its own expense, secure or cause to be secured any and all permits (except subdivision approval which is the obligation of Agency) which may be required by City or any other governmental agency affected by any such construction, development, or work.

Agency shall provide its best efforts to assist Developer in securing these permits.

16. NOTICE, COMMUNICATION AND COOPERATION BETWEEN PARTIES

The Parties acknowledge and agree that notification, communication and cooperation between the Parties is imperative to the successful development of the Agency Property to achieve the objectives of the Plan; therefore Developer shall provide Agency with written status reports as reasonably requested by Agency.

All notices and communications between the parties under this Agreement shall be directed as follows or to such other address as either party may give notice to the other:

Agency: Moscow Urban Renewal Agency
PO Box 9203
Moscow, ID 83843

Developer: Sangria Legacy LLC
2124 W. Pullman Road
Moscow, ID 83843

Each Party understands and agrees that it shall immediately notify the other Party of any major issues, problems, or opportunities that may have the potential to materially and adversely affect the development of the Agency Property. The Parties agree to confer regarding any such issues, problems, or opportunities raised by either Party and shall use their best reasonable efforts to cooperate in good faith to resolve any such issues or problems or to take advantage of any such opportunities.

Nothing herein shall limit the reviewing authority of Agency granted under this Agreement.

17. COST OF CONSTRUCTION AND ADMINISTRATION

The cost of developing the Agency Property and constructing all improvements thereon as provided in this Agreement shall be borne by Developer, except for work expressly set forth in this Agreement to be performed or paid for by Agency or others. Agency and Developer shall each pay the costs necessary to administer and carry out their respective responsibilities and obligations under this Agreement.

18. RIGHT OF ACCESS

For the purpose of assuring compliance with this Agreement, representatives of Agency and City shall have the reasonable right of access to the Agency Property without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of Agency or City shall be those who are so identified in writing given to Developer by the Executive Director of Agency. Anyone who comes onto the Agency Property shall comply with applicable OSHA or other safety regulations.

19. CONSTRUCTION SCHEDULE

After the Closing, Developer shall promptly begin and thereafter diligently prosecute to completion the construction of the improvements and the development of the Agency Property in accordance with this Agreement. During the construction period, Developer, if requested by Agency, shall submit to Agency a monthly written progress report of construction.

20. LOCAL, STATE, AND FEDERAL LAWS

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

21. ANTIDISCRIMINATION DURING CONSTRUCTION

Developer, for itself and its successors and assigns, agrees that in the construction of the improvements provided for in this Agreement, Developer will not discriminate because of handicap or disability, race, color, creed, religion, sex, sexual orientation, marital status, ancestry, or national origin.

22. CERTIFICATE OF COMPLETION.

Promptly after completion of all construction and development to be completed by Developer for the Project, Developer shall submit to Agency a request for a certificate of completion for the Project ("**Certificate of Completion**"). A form of the Certificate of Completion is attached hereto as Attachment 6. Upon City's issuance of a certificate of

occupancy for the Project and Agency's determination, not to be unreasonable withheld, that Developer has completed all construction and development of the Project in accordance with this Agreement, Agency shall immediately and properly execute the Certificate of Completion, record the executed Certificate of Completion in the records of Latah County, Idaho and deliver the recorded Certificate of Completion to Developer. Agency shall not unreasonably withhold the Certificate of Completion. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof. Such Certificate of Completion is not notice of completion as referred to under other laws of the State of Idaho.

23. TAXES, ASSESSMENTS, ENCUMBRANCES, AND LIENS

Developer shall pay when due all ad valorem property taxes and personal property taxes and assessments assessed and levied on the Agency Property and Development for any period subsequent to the closing date. Prior to the issuance of a Certificate of Completion, Developer shall not place or allow to be placed on the Agency Property any mortgage, trust deed, encumbrance, or lien unauthorized by this Agreement. The preceding sentence does not apply to any mortgage, trust deed, or encumbrance securing Developer's financing for the Project.

Developer shall remove or have removed any levy or attachment made on the Agency Property, or any portion thereof, or shall assure the satisfaction thereof within a reasonable time, but in any event prior to a foreclosure sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to Developer with respect thereto.

24. IN-LIEU-OF TAXES

In the event that after closing the Agency Property or any improvements thereon or any possessory interest therein should at any time be subject to ad valorem taxes or privilege taxes levied, assessed, or imposed on such Agency Property, Developer shall pay taxes upon the assessed value of the entire property and any improvements thereon and not merely upon the assessed value of its ownership of Agency Property interest.

In the event the Agency Property or any portion thereof or leasehold interest is leased, conveyed, or transferred to an entity exempt or partially exempt from ad valorem taxes and to the extent that ad valorem, privilege, or any other taxes or assessments levied on the Agency Property or any improvements thereon are of a lesser amount than would be levied if the Agency Property or any portion thereof were entirely in private, nonexempt ownership, Developer shall be responsible to pay as in-lieu-of taxes the difference between the taxes and assessments actually levied and the taxes and assessments which would be levied if the Agency Property or any portion thereof were privately owned. Developer shall pay such difference to Agency within thirty (30) days after the taxes for

such year become payable to the taxing agencies and in no event later than the delinquency date of such taxes established by law.

25. USE OF THE AGENCY PROPERTY

a. Uses

Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest that during construction and thereafter, Developer, its successors, and/or assigns shall devote the Agency Property to the uses specified in the Plan and Moscow City Code (including the Moscow Zoning Code) through December 31, 2032. The foregoing covenants shall run with the land through December 31, 2032 and thereafter such covenants shall terminate and be of no further force and effect.

b. Obligation to Refrain From Discrimination

Developer covenants that it shall not engage in discrimination against or segregation of any person or group of persons on account of handicap or disability, age, race, color, creed, religion, sex, sexual orientation, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Agency Property, nor shall Developer 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 Agency Property. The foregoing covenants shall run with the land.

26. EFFECT AND DURATION OF COVENANTS

The covenants, conditions and restrictions against discrimination set forth in Section 25 b. above shall remain in effect in perpetuity. All covenants, conditions and restrictions set forth in Section 1 above shall remain in effect unless and until the Certificate of Completion is recorded in the records of Latah County, Idaho at which time all such covenants, conditions and restrictions set forth in Section 1 above shall then automatically terminate and be of no further force and effect. The remainder of the covenants, conditions and restrictions set forth in the Deed shall remain in effect until December 31, 2032, the termination date of the Plan, and all of such covenants, conditions and restrictions shall then automatically terminate and be of no further force and effect.

Agency and the City of Moscow their successors and/or assigns and any successors in interest are deemed the beneficiaries of above-described covenants, conditions and restrictions that run with the land for and in their own rights, for the purposes of protecting interests of the community and other parties, public or private, in whose favor and for whose benefit said covenants have been provided and without regard to whether Agency has been, remains, or is an owner of any land or interest in and to the Agency Property. Agency its successors and/or assigns and any successors in interest shall have

the right to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the above-described covenants, conditions and restrictions.

27. RIGHTS OF ACCESS PUBLIC IMPROVEMENTS AND FACILITIES

Agency, for itself and for City and other public agencies, at their sole risk and expense, reserves the right to enter the Agency Property or any part thereof at all reasonable times and with as little interference as possible for the purposes of construction, reconstruction, maintenance, repair, or service of any public improvements or public facilities located on the Agency Property. Any such entry shall be made only after reasonable notice to Developer. Any damage or injury to the Agency Property resulting from such entry shall be promptly repaired at the sole expense of the Agency and/or public agency responsible for the entry.

Notwithstanding the above, Developer, its successors, and its assigns shall be subject to all ordinances and laws of City of Moscow, County of Latah, or State of Idaho for the protection of health, safety, and welfare.

28. DEFAULTS, REMEDIES, AND TERMINATION

a. Remedies and Rights of Termination Prior to Conveyance of the Agency Property to Developer

i. Termination by Developer Prior to Closing

In the event that prior to the conveyance of the Agency Property to Developer:

- i. Agency does not tender conveyance of title to the Agency Property or possession of the Agency Property in the manner and condition and by the date provided in this Agreement, and any such failure is not cured within sixty (60) days after written demand by Developer; or
- ii. Agency shall notify Developer in writing that it is not economically or financially feasible for Agency to finance its obligations under this Agreement within the time established therefore in the Schedule of Performance; or
- iii. The zoning of the Agency Property shall be such that it shall not permit the development, construction, use, operation, or maintenance of the Project; or
- iv. Developer, after and despite diligent effort and prior to the dates established therefore in the Schedule of Performance, is unable to

obtain and submit the final evidence of financing reasonably acceptable to Developer or on or before Agency's approval of Developer's final evidence of financing, notifies Agency in writing that, in the Developer's judgment, it is not economically or financially feasible for Developer to perform or finance its obligations under this Agreement in the time established therefore in the Schedule of Performance ;

then, unless Developer or Agency, as the case may be, is able to timely cure any such event, this Agreement shall be terminated by written notice thereof by Developer to Agency. Upon such termination, Agency shall return, as applicable, Developer's Deposit to Developer as provided herein and neither Agency nor Developer shall have any further rights against or liability to the other under this Agreement. In the event of any such timely cure by Developer or Agency, the date for compliance under the Schedule of Performance shall be extended by the length of any such cure period.

ii. Termination by Agency Prior to Closing

In the event that prior to the conveyance of the Agency Property to Developer:

- i. Agency shall notify Developer in writing that it is not economically or financially feasible for Agency to finance its obligations under this Agreement within thirty (30) days of the Effective Date; or
- ii. Developer fails to deposit the amount of Developer's Deposit as required by this Agreement; or
- iii. Developer transfers or assigns or attempts to transfer or assign this Agreement or any rights herein or in the Agency Property or the buildings or improvements thereon in violation of this Agreement; or
- iv. there is any significant change in the ownership or management of Developer in violation of this Agreement; or
- v. Developer does not pay the Purchase Price and take title to the Agency Property upon tender of conveyance of title by Agency or possession of the Agency Property that is made in the manner and condition and by the date provided in pursuant to this Agreement; or
- vi. Developer is in breach or default with respect to any other obligation of Developer under this Agreement, subject to the cure provisions; or
- vii. The zoning of the Agency Property shall be such that it shall not permit the development, construction, use, operation, and

maintenance of the Project;

then, unless Agency is able to timely cure any such event, this Agreement and any rights of Developer or any assignee or transferee in this Agreement pertaining thereto or arising therefrom with respect to Agency shall be terminated by written notice thereof by Agency to Developer. Upon such termination Agency shall retain, as applicable, the Developer's Deposit and neither Agency nor Developer shall have any further rights against or liability to the other under this Agreement.

When Agency is entitled to retention of Developer's Deposit because Agency terminated this Agreement, Developer's Deposit may be retained by Agency as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever. If Developer should default upon its obligations making it necessary for Agency to terminate this Agreement and to procure another Party or Parties to develop the Agency Property in substantially the manner and within the period that such Agency Property would be developed under the terms of this Agreement, then the damages suffered by Agency by reason thereof would be uncertain. Such damages would involve such variable factors as the consideration which such Party would pay for the Agency Property, the expenses of continuing the ownership and control of the Agency Property, the rights of interested parties and negotiating with such parties, postponement of tax revenues therefrom to the community, and the failure of Agency to effect its purposes and objectives within a reasonable time, resulting in additional immeasurable damage and loss to Agency and the community. It is impracticable and extremely difficult to fix the amount of such damages to Agency, but the Parties are of the opinion, upon the basis of all information available to them, that such damages would approximately equal the amount of Developer's Deposit held by Agency at the time of the default of Developer, and the amount of such Deposit shall be paid to Agency upon any such occurrence as the total of all liquidated damages for any and all such defaults and not as a penalty.

Developer and Agency specifically acknowledge this liquidated damages provision by their signatures here:

Urban Renewal Agency of the City of Moscow, Idaho

By: _____
Its Executive Director

Sangria Legacy LLC

By: _____
Carly Lilly, Its Member

By: _____
George Skandalos, Its Member

b. Remedies and Rights of Termination After the Closing

The following remedies and rights of termination are the only rights and remedies that apply to those acts or failures to act under the terms and provisions of this Agreement that occur after the Closing and conveyance of the Agency Property to Developer.

Subject to extensions of time and/or allowable cure periods, failure or delay by either Party to perform any material act under the terms and provisions of this Agreement occurring after the Closing and conveyance of the Agency Property to Developer shall constitute a default under this Agreement. The Party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence and shall not be in default during any period of curing.

The Party claiming default shall give written notice of default to the other Party specifying the default complained of by the Party claiming default. Except as required to protect against immediate and irreparable harm, the Party claiming default may not institute proceedings against the other Party until sixty (60) days after giving such notice, said sixty (60) days constituting the period to cure any such claimed default. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any claimed default shall not operate as a waiver of any default or of any such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

It is expressly understood and agreed that each of the covenants, promises, stipulations, and agreements of the parties hereto and under the provisions of this Agreement are an integral and indivisible part of the consideration given by each to the other and that each covenant, promise, stipulation, and agreement of the Parties shall be deemed and construed as material. It is further understood and agreed that time is of the essence of this Agreement; that failure, refusal, or neglect for any reason whatsoever of either party hereto to perform any of the covenants, promises, stipulations, or agreements to be performed by the party pursuant to the terms and provisions of this Agreement shall constitute a material default on the part of the party failing to perform such covenant, promise, stipulation, or agreement; and that the occurrence of any such default on the part of either party shall give the other party the right to terminate or otherwise enforce this Agreement in accordance with the provisions of this Section 28.b.

In addition to any other rights or remedies, either Party may institute legal action

to cure, correct, or remedy any default or recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

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.

If the default is not cured or commenced to be cured by the defaulting Party within sixty (60) days after service of the notice of default, the non-defaulting Party, at the non-defaulting Party's option, may institute an action for damages and/or specific performance unless another remedy is expressly provided for under this Agreement.

29. GENERAL PROVISIONS

a. Notices, Demands, and Communications Between the Parties

All official and/or time sensitive notices, demands, and communications between Agency and Developer under this Agreement shall be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses (or at such other address as a party may designate by like notice to the other parties):

To Agency: Urban Renewal Agency City of Moscow
Attn: Executive Director PO Box 9203
Moscow, ID 83843

To Developer: Sangria Legacy LLC
Attn: Carly Lilly and George Skandalos
2124 W. Pullman Road
Moscow, ID 83843

With a copy to: Landeck|Forseth|Luna
Attorneys at Law
220 East 5th Street, Suite 212
PO Box 9344
Moscow, ID 83843

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by overnight delivery service.

30. CONFLICTS OF INTEREST

No member, official, or employee of Agency shall have any personal financial 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 or her personal financial interests or the financial interests of any corporation, partnership, or association in which he or she is directly or indirectly involved.

Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than principals in ownership of Developer.

31. WARRANTY AGAINST PAYMENT OF CONSIDERATION FOR AGREEMENT

Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as for architects, engineers, and attorneys.

32. NONLIABILITY OF AGENCY OFFICIALS AND EMPLOYEES

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

33. 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; administrative proceedings; unusually severe weather; inability to secure necessary labor, material, or tools; delay of any contractor, subcontractor, or suppliers; acts of another Party; proceedings before or acts or failures to act of any public or governmental agency or entity, including approvals by any historic preservation agency (provided acts or failures to act of Agency shall not excuse performance by Agency); approvals by planning, zoning, design, engineering, public safety, and/or building officials for issuance of permits and/or approvals within their purview or jurisdiction; and temporary cessation of work for archeological digs, environmental analysis, or removal of hazardous or toxic substances; or any 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. If, however, notice by the Party claiming such extension is sent to the other

Parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the Parties for good cause shown.

34. PLANS AND DATA

Where Developer does not proceed with the purchase and development of the Agency Property, Agency may retain possession of any site data, including any soils or engineering tests concerning the Agency Property previously submitted by Developer. Agency or any other person or entity designated by Agency shall be free to use such site data for any reason whatsoever without cost or liability thereof to Developer or any other person, except to the extent Agency may have to reach agreement with Developer's architects or testing professionals.

35. APPROVALS BY THE PARTIES

Wherever this Agreement requires Agency and/or Developer to approve any contract, document, plan specification, drawing, or other matter, such approval shall not be unreasonably withheld.

36. BODILY INJURY, PROPERTY DAMAGE, AND WORKERS' COMPENSATION INSURANCE

Prior to the commencement of construction on the Agency Property or any portion thereof, Developer shall furnish or cause to be furnished to Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least One Million Dollars (\$1,000,000) for any person, One Million Dollars (\$1,000,000) for any occurrence, and One Million Dollars (\$1,000,000) property damage. Developer shall also furnish or cause to be furnished to Agency evidence satisfactory to Agency that any contractor with whom it has contracted for the performance of work on the Agency Property carries worker's compensation insurance as required by law. Developer shall also furnish to Agency evidence of Developer's risk insurance insuring the Project from damage and loss during construction in an amount acceptable to Agency.

37. INDEMNIFICATION

Developer 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, 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;

- a. Any work or thing done in, on, or about the Agency Property, including, without limitation, the construction of the initial improvements, any subsequent

improvements, or any tenant improvements, by or at the direction of Developer;
or

- b. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of Agency Property or any part thereof; or
- c. Any negligence on the part of Developer or any of its agents, contractors, servants, employees, subtenants, operators, licenses, or invitees; or
- d. Any accident, injury, or damage to any person or property occurring in, on, or about the Agency Property or any part thereof, whether during construction or after construction; or
- e. Any failure on the part of Developer 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;

provided, however, Developer 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 or from conduct resulting in an award of punitive damages against Agency or City or from any failure on the part of Agency or City to perform or comply with the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part;

In case any action or proceeding is brought against Agency, City, or their respective officers, agents, and employees for which Developer is required to indemnify and hold Agency and City harmless as set forth above, Developer, upon written notice from Agency or City, shall, at Developer's expense, resist or defend such action or proceeding.

38. ATTORNEY FEES

In the event of any action or proceeding at law or in equity between Developer and Agency to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the unsuccessful Party to such litigation shall pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing Party (including such costs and fees incurred on appeal), and if such prevailing Party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment.

39. AMENDMENT OF PLAN

Pursuant to the provisions of the Plan or modification or amendment therefore, Agency agrees that no amendment which changes the uses or development permitted on or adjacent to the Agency Property or changes the restrictions or controls that apply to the Agency Property or otherwise affects the Agency Property shall be made or become effective without the prior written consent of Developer. Amendments to the Plan applying to other property in the Project Area shall not require the consent of Developer.

NO THIRD-PARTY BENEFICIARY

The provisions of this Agreement are for the exclusive benefit of Agency, City, Developer, and their successors and assigns, and not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person except for provisions expressly for the benefit of a mortgagee or lender of Developer or its successors and assigns.

40. AMENDMENTS TO THIS AGREEMENT

Developer and Agency agree to mutually consider reasonable requests for amendments to this Agreement which may be made by any of the Parties hereto, lending institutions, bond counsel, or financial consultants to Agency or Developer, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

41. DISPUTE RESOLUTION

In the event that a dispute arises between the Parties concerning (i) the meaning or application of the terms of, or (ii) an asserted breach of this DDA, the Parties shall meet and confer in a good faith effort to resolve their dispute. The first such meeting shall occur within thirty (30) days of the first written notice from either Party evidencing the existence of the dispute. The Chair of Agency and a Member of Developer shall both be included among the individuals representing the Parties at the first such meeting. 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 the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation or to arbitration. 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.

42. IMPLEMENTATION AGREEMENTS

Certain elements of this Agreement may be fully and finally determined and agreed to between Agency and Developer. The Parties shall agree in writing on any of these elements in an Implementation Agreement or agreements during the course of this Agreement.

43. RESALE TO THE AGENCY REQUIRED UPON PROJECT FAILURE

Developer shall commence construction on the Agency Property on or before July 31,

2018, unless extended by terms of this Agreement or by mutual agreement of the parties. Upon Developer's failure to first commence construction by July 31, 2018 or any extended date (the "**Commencement Deadline**"), the Agency or its assigns or successors in interest shall have the first right to purchase said Agency Property for the original purchase price, which first right of purchase must be exercised by Agency giving notice of its intention to purchase ("**Notice of Intent**") on or before ninety (90) days following the Commencement Deadline and closing the purchase of the Agency Property by payment in cash to Developer on or before thirty (30) days after the delivery of the Notice of Intent.

44. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement shall be executed in two (2) duplicate originals, and may be by counterparts each of which is deemed to be an original and the same instrument. This Agreement comprises pages 1 through 38, inclusive, and Attachments 1 through 8, attached hereto and incorporated herein by reference, all of which constitute 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 of the subject matter hereof.

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

45. EFFECTIVE DATE OF AGREEMENT

This Agreement, when executed by Developer and delivered to Agency, must be authorized, executed, and delivered by Agency within forty-five (45) days after the date of signature by Developer or this Agreement shall be void, except Developer may consent in writing to further extensions of time for the authorization, execution, and delivery of this Agreement. Developer recognizes that Agency may be required to comply with certain notice, solicitation, and comment periods and a disclosure process as required by law. The effective date of this Agreement shall be the date when this Agreement has last been signed by Developer and Agency (the "**Effective Date**").

DATED this _____ day of _____, 2018. AGENCY:

THE URBAN RENEWAL AGENCY OF MOSCOW IDAHO

By: _____
Steve McGeehan, Chair

DATED this _____ day of _____, 2018. DEVELOPER:

SANGRIA LEGACY, LLC
an Idaho limited liability company

By: _____
Carly Lilly, Member

By: _____
George Skandalos, Member

STATE OF IDAHO)
) ss.
County of Latah)

On this _ day of _ , 2018, before me, the undersigned, a Notary Public

in and for said State, personally appeared Steve McGeehan, known or identified to me to be the Chair and authorized representative of The Urban Renewal Agency of the City of Moscow, Idaho, an independent public body corporate and politic, who executed the instrument on behalf of said entity and acknowledged to me that said entity executed the same.

STATE OF IDAHO)
) ss.
County of Latah)

On this _ day of _ , 2018, before me, the undersigned, a Notary Public

in and for said State, personally appeared Carly Lilly, known or identified to me to be a Member and authorized representative of Sangria Legacy LLC, an Idaho limited liability company, who executed the instrument on behalf of said company and acknowledged to me that said company 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
My commission expires: _

STATE OF IDAHO)
) ss.
County of Latah)

On this _ day of _ , 2018, before me, the undersigned, a Notary Public

in and for said State, personally appeared George Skandalos, known or identified to me to be a Member and authorized representative of Sangria Legacy LLC, an Idaho limited liability company, who executed the instrument on behalf of said company and acknowledged to me that said company 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
My commission expires: _

List of Attachments

Attachment 1 Map of the Agency Property

Attachment 2 Legal Description

Attachment 3 Schedule of Performance

Attachment 4 Design Review Drawings

Attachment 5 Warranty Deed

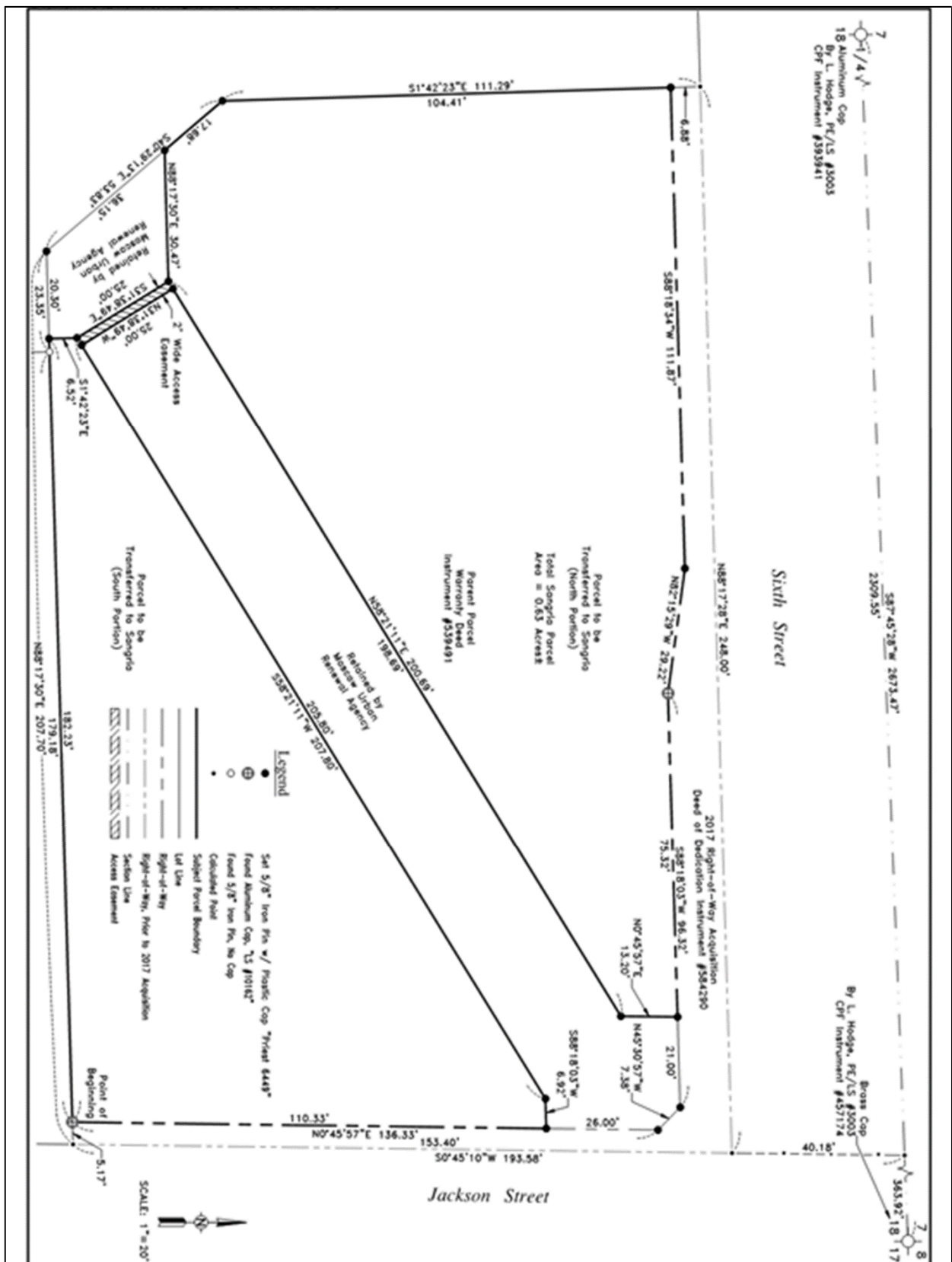
Attachment 6 Certificate of Completion

Attachment 7 Declaration of Groundwater Extraction System Easement

Attachment 8 Perpetual Pedestrian Walkway Easement

Attachment 1

Map of the Agency Property



Attachment 2
Legal Description of Agency Property

11/29/2017

Legal Description by Hodge & Associates
For George Skandalos and Carly Lilly
Sangria Parcel

A legal description for a parcel of land, located in the NE1/4 of the NE1/4 of Section 18, T39N, R5W, B.M., in the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the northeast corner of Section 18, thence along the north line of said Section, S87°45'28"W, 363.92 feet; thence, departing said line, S0°45'10"W, 40.18 feet to the northeast corner of Deed of Dedication, Instrument #584290; thence along the east line of said Deed, S0°45'10"W, 153.40 feet to the southeast corner of said Deed; thence along the south line of said Deed, S88°17'30"W, 5.17 feet to a point on the west right-of-way of Jackson Street and the **Point of Beginning**:

Thence along said right-of-way, N0°45'57"E, 110.33 feet;
Thence departing said line, S88°18'03"W, 6.92 feet;
Thence S58°21'11"W, 205.80 feet;
Thence N31°38'49"W, 25.00 feet;
Thence N58°21'11"E, 198.69 feet;
Thence N0°45'57"E, 13.20 feet to the south right-of-way of Sixth Street;
Thence along said right-of-way the following courses:
 thence S88°18'03"W, 75.32 feet;
 thence N82°15'29"W, 29.22 feet;
 thence S88°18'34"W, 111.87 feet to a point on the west line of Warranty Deed Instrument #539491;
Thence departing said right-of-way, along said west line, S1°42'23"E, 104.41 feet;
Thence along the southwest line of said Warranty Deed, S40°29'13"E, 17.68 feet;
Thence departing said line, N88°17'30"E, 30.47 feet;
Thence S31°38'49"E, 25.00 feet;
Thence S1°42'23"E, 6.52 feet to the south line of Warranty Deed Instrument #539491;
Thence along said south line, N88°17'30"E, 182.23 feet to the **Point of Beginning**.

Parcel contains 0.63 acres more or less.



Attachment 3
Schedule of Performance

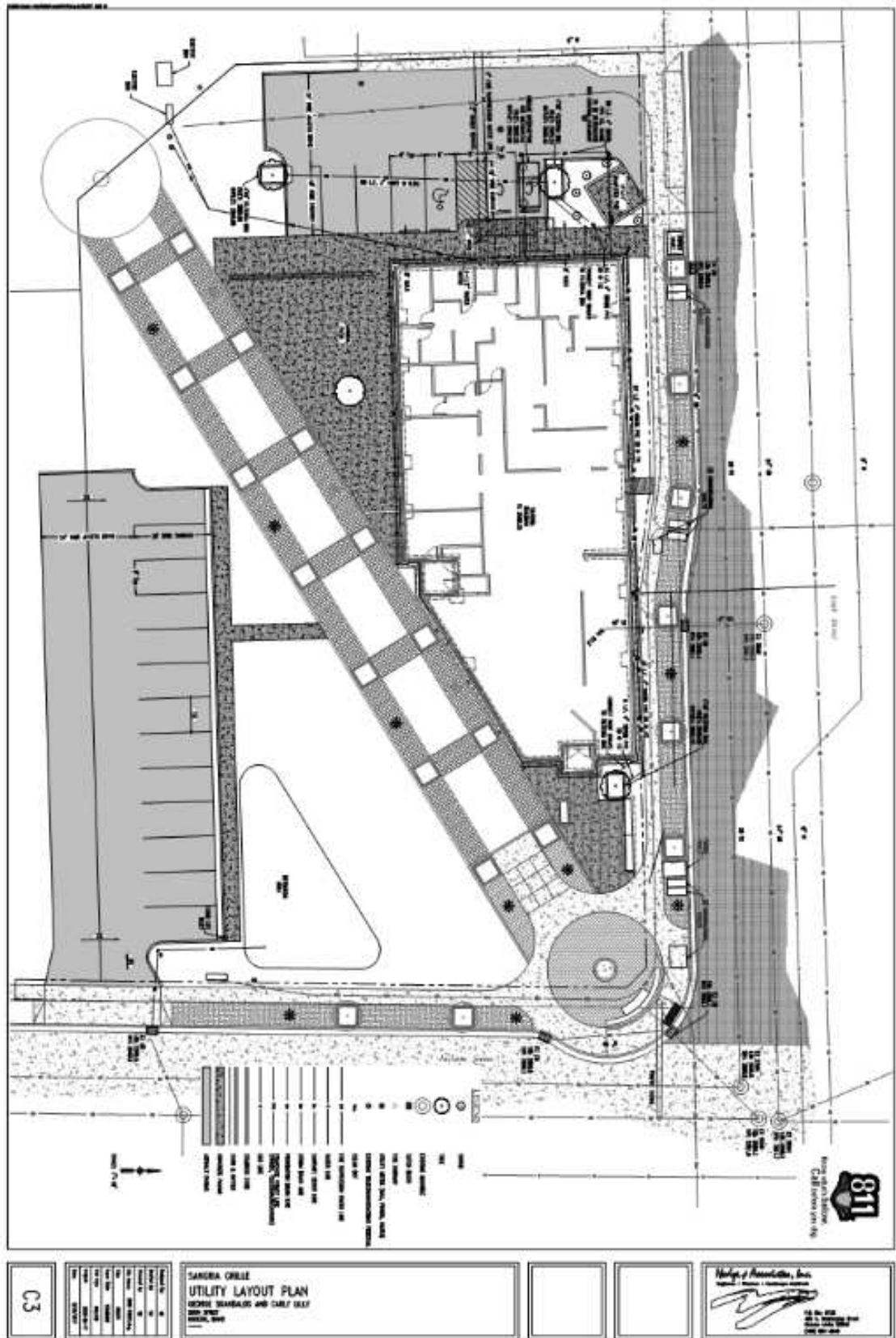
Action	Date
Execution of Agreement by Developer. Developer shall execute and deliver this Agreement to Agency.	On or before February 1, 2018. -.
Deposit. Developer shall deliver the Deposit to Agency.	Upon execution of this Agreement by both parties.
Execution of Agreement by Agency. Agency shall execute and deliver this Agreement to Developer.	On or before February 1, 2018.
Delivery of Agency's Environmental Information	Within twenty (20) days of the Effective Date of this Agreement
Opening of Escrow. Agency shall open an escrow for conveyance of the Site to Developer.	Within ten (10) days of the Effective Date.
Nonrefundable Deposit. Developer's deposit shall become nonrefundable under any condition.	Upon the approval by Agency under Section 2 above of Developer's evidence of financing.
Submission—Evidence of Developer's Equity Capital and Mortgage Financing. Developer shall submit to Agency for review and approval evidence of equity capital and mortgage financing necessary for acquisition and development of the Site.	Within ninety (90) days of the Effective Date.
Approval—Evidence of Equity Capital and Mortgage Financing. Agency shall approve or disapprove Developer's evidence of equity capital and mortgage financing.	Within twenty (20) days after receipt thereof by the Agency.
Delivery—Preliminary Title Report. Agency shall deliver the preliminary title report for the Agency Property to Developer.	Within ten (10) days of the Effective Date.
Deposit of Deed. Agency shall deposit the deed to the Agency Property and required sums into the escrow.	Prior to the Closing date.

<p>Submission—Final Construction Drawings, Landscaping, and Grading Plans. Developer shall prepare and submit to Agency for review and approval of Final Construction Plans for the Site as follows:</p> <p>A. Plans sufficient to obtain an excavation permit;</p> <p>B. Plans sufficient to obtain a structural building permit; and</p> <p>C. Plans sufficient to obtain a final building permit for the Project, including landscaping plans.</p>	<p>On or before 30 days prior to Closing Date.</p>
<p>Closing Under Escrow. Agency shall convey title to the Agency Property to Developer, and Developer shall accept such conveyance.</p>	<p>Subject to conditions of Closing, but prior to the Commencement Date of July 31, 2018</p>
<p>Submission—Certificate of Insurance. Developer shall furnish to Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies.</p>	<p>On or before the Commencement Date of July 31, 2018.</p>
<p>Governmental Permits. Developer shall obtain any and all permits required by the City or any other governmental agency.</p>	<p>On or before the Commencement Date of July 31, 2018.</p>
<p>Commencement of Construction of Developer's Improvements. Developer shall commence construction of the improvements to be constructed on the Agency Property.</p>	<p>On or before the Commencement Date of July 31, 2018.</p>
<p>Project Completion and Receipt of Certificate of Occupancy from City.</p>	<p>On or before September 30, 2019.</p>

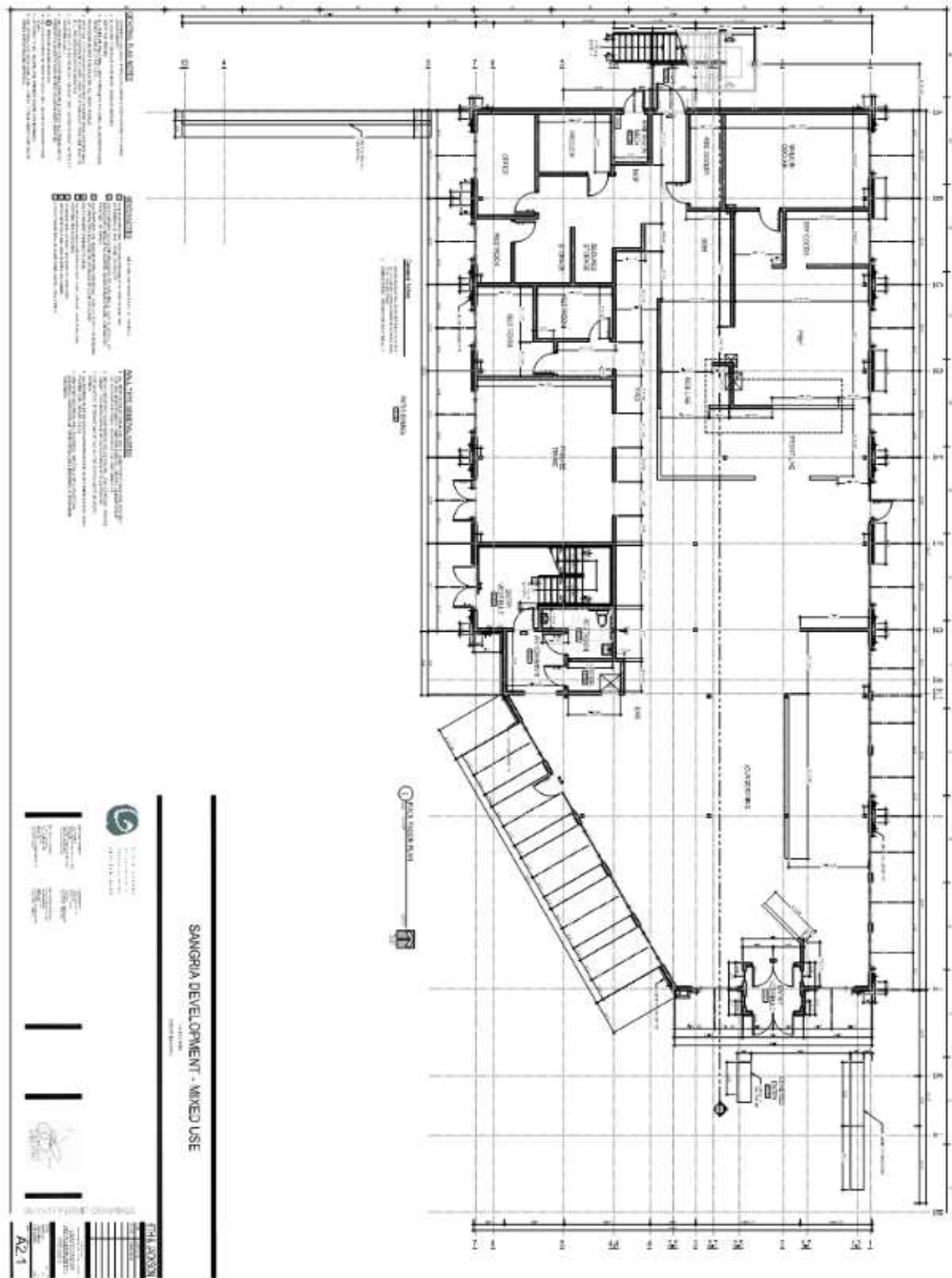
<p>Issuance—Certificate of Completion. Agency shall record in records of Latah County and furnish Developer with a Certificate of Completion.</p>	<p>Promptly after completion of all construction required to be completed by Developer on the Site and upon written request therefor by Developer following issuance of City Letter of Occupancy upon written request by Developer.</p>
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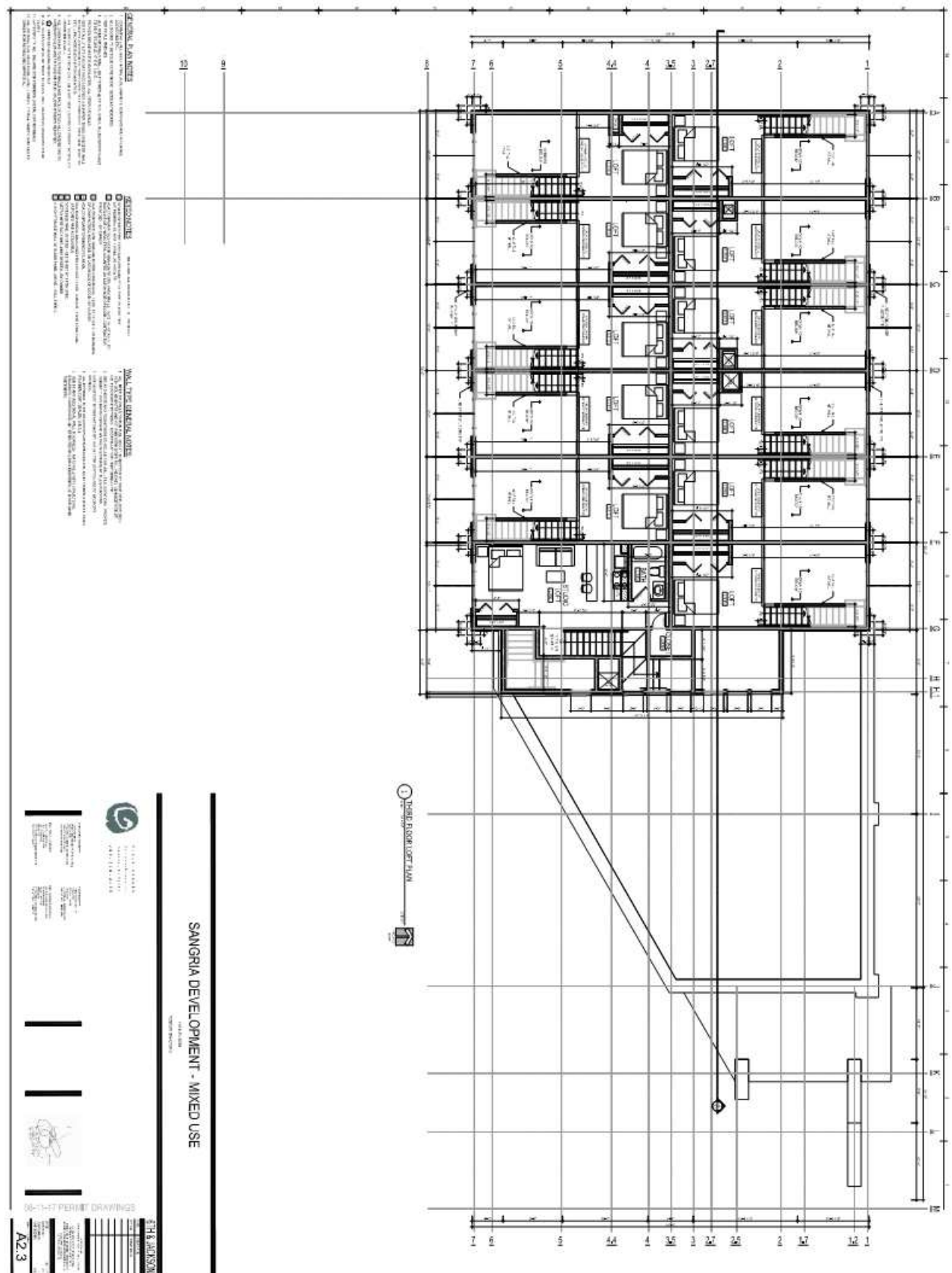
Page - 40

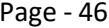
Page - 40

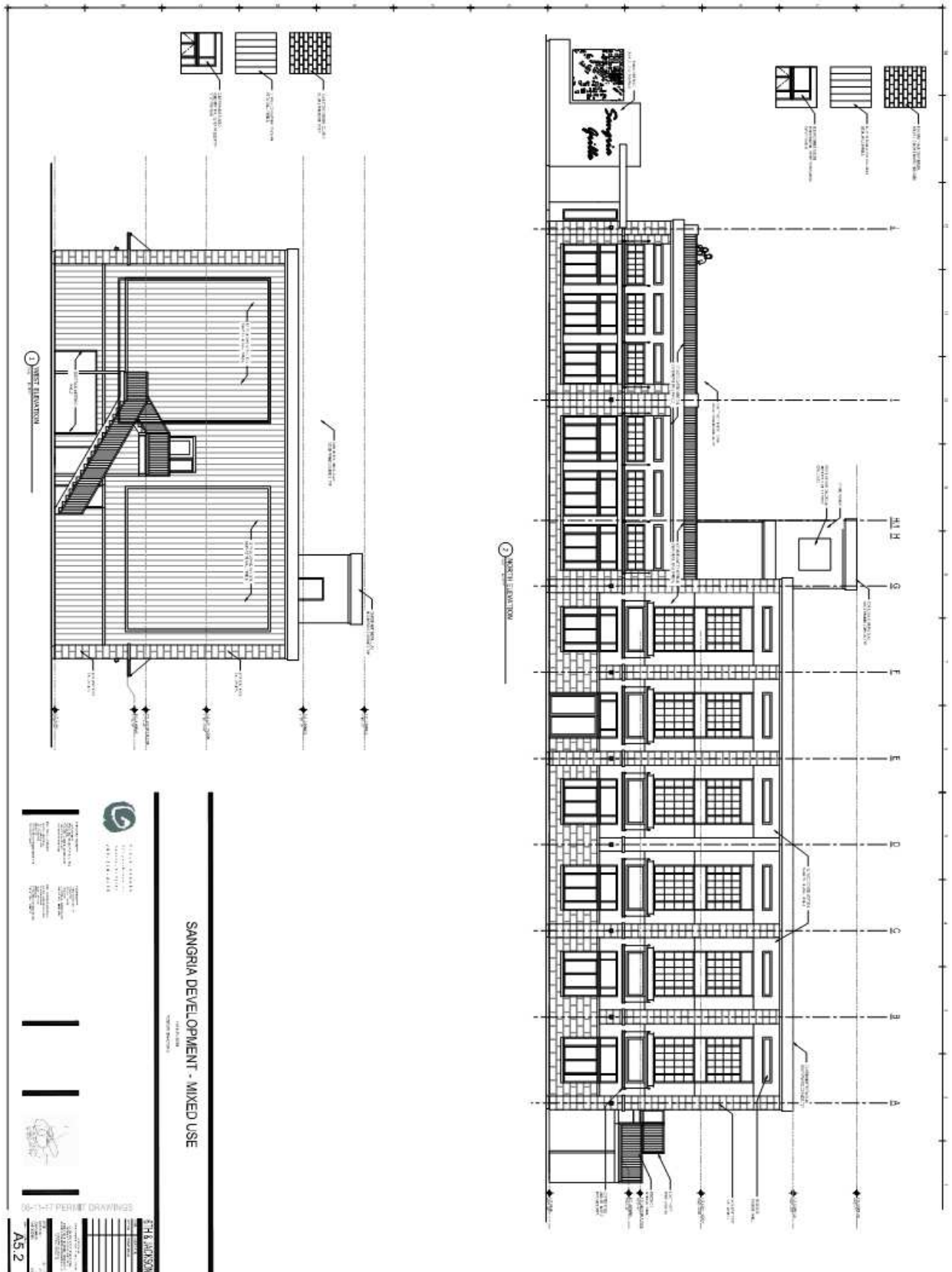












Attachment 5
Form of Deed

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

WARRANTY DEED

THE MOSCOW URBAN RENEWAL AGENCY CORPORATION ("**Grantor**"), for value received, does hereby grant, bargain, sell, and convey unto Sangria Legacy LLC, an Idaho limited liability company ("**Grantee**"), which has a current address of 2124 Pullman Road, Moscow, Idaho, all of that certain real property located in Latah County, Idaho, and described on Exhibit "A" attached hereto and incorporated herein ("**Property**").

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Property and to have and to hold, all and singular the Property together with its appurtenances unto Grantee and Grantee's successors and assigns forever.

1. SUBJECT TO general property taxes for 2018 not yet due and payable; taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof; easements, claims of easement or encumbrances which are not shown by the public records; any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records; (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

2. ALSO SUBJECT TO those covenants, conditions and restrictions applicable to Developer, its successors and assigns, as owner of the Property which is subject to that certain Legacy Crossing Urban Renewal District Redevelopment Plan adopted by the City of Moscow under

Ordinance No. 2008-10 on June 2, 2008 (the "Plan") and the Moscow City Code, including the Zoning Code, provided, that no amendment to the Plan shall affect the Property and/or any interest of Grantee, its successors and/or assigns, in and to the Property unless Grantee, its successors and/or assigns, consent in writing to any such amendment and any such amendment, including any such written consent, is properly recorded in the records of Latah County, Idaho and further provided that any and all such covenants, conditions, and restrictions under the Plan, as may be so amended from time to time, shall automatically terminate and be null and void and of no further force and effect as of 12:00 p.m. December 31, 2032.

3. ALSO, from the date of recordation of this Deed until Grantee's execution and recordation in the records of Latah County, Idaho of a Certificate of Completion acknowledging Grantee's completion of the construction and development of the Project (the "Project"), defined in that certain Disposition and development Agreement between Grantor and Grantee dated _____, 2018 which is available for review as a public record at the offices of Grantor and the City of Moscow, Idaho SUBJECT TO the covenants, conditions and restrictions as follows: (i) Grantee shall not assign, lease, transfer or convey any rights in and to the Property, no voluntary or involuntary successor in interest of Grantee shall acquire any rights in and to the Property and Grantee shall not place or allow to be placed on the Property any mortgage, trust deed, encumbrance or lien, except any mortgage, trust deed, encumbrance or lien securing Grantee's financing the Project it being understood that no violation or breach of the covenants, conditions and/or restrictions in this Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust, or other financing or security instrument financing the Project provided, however, any successor of Grantee to the Property shall be bound by the covenants, conditions and restrictions set forth in this paragraph whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise, without the prior written consent of Grantor and (ii) majority ownership and control of Grantee shall be held by Carly Lilly and/or George Skandalos who shall be key participants in Grantee's activities. All of the covenants, conditions and restrictions set forth in this paragraph shall automatically terminate and be null and void and of no further force and effect upon Grantee's execution and recordation in the records of Latah County, Idaho of a Certificate of Completion acknowledging Grantee's completion of the construction and development of the Project.

4. ALSO SUBJECT TO Grantee's covenant in perpetuity by and for itself, its executors, administrators, successors, 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, religion, sex, marital status, age, handicap, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property; nor shall the Grantee itself, or any person claiming under or through it 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 Property.

The covenants, conditions and restrictions set forth in this Deed shall, until any such termination(s) as provided above, be binding for the benefit of the Grantor, its successors and assigns, and any successor in interest to the Property, or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or

remains an owner of any land or interest therein to which such covenants relate. The Grantor and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of any such breach. The covenants contained in this Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors, and such aforementioned parties. Notwithstanding the foregoing, if Grantee or any subsequent owner of any portion of the Property conveys any portion of the Property, such owner shall, upon the conveyance, be released and discharged from all of its obligations in connection with the portion of the Property conveyed by it arising under this Deed after the conveyance but shall remain liable for all obligations in connection with the portion of the Property so conveyed arising under this Deed prior to the conveyance. The new owner of any such portion of the Property shall be liable for all obligations arising under this Deed with respect to such portion of the Property after the conveyance.

Grantor hereby covenants that it is the owner in fee simple of the Property and that it does warrant and will defend the quiet and peaceable possession of the Property by Grantee, its successors and assigns forever, against lawful claims.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized.

GRANTOR:

URBAN RENEWAL AGENCY

By: _____

Executive Director

Date: _____

The provisions of this Deed are hereby approved and accepted:

GRANTEE:

SANGRIA LEGACY LLC

By: _____

Its

Date: _____

ACKNOWLEDGEMENTS

STATE OF IDAHO)
) ss.
County of)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared known or identified to me to be the Executive Director of The Urban Renewal Agency of the City of Moscow, Idaho the entity that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

Notary Public for Idaho
My commission expires

STATE OF IDAHO)
) ss.
County of)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Carly Lilly and George Skandalos, known or identified to me to be the members of Sangria Legacy LLC, an Idaho limited liability company, the entity that executed the within instrument or the persons who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

Notary Public for Idaho
My commission expires

PROPERTY DESCRIPTION EXHIBIT "A"

11/29/2017

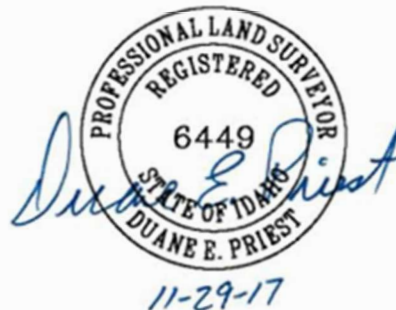
Legal Description by Hodge & Associates
For George Skandalos and Carly Lilly
Sangria Parcel

A legal description for a parcel of land, located in the NE1/4 of the NE1/4 of Section 18, T39N, R5W, B.M., in the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the northeast corner of Section 18, thence along the north line of said Section, S87°45'28"W, 363.92 feet; thence, departing said line, S0°45'10"W, 40.18 feet to the northeast corner of Deed of Dedication, Instrument #584290; thence along the east line of said Deed, S0°45'10"W, 153.40 feet to the southeast corner of said Deed; thence along the south line of said Deed, S88°17'30"W, 5.17 feet to a point on the west right-of-way of Jackson Street and the **Point of Beginning**:

Thence along said right-of-way, N0°45'57"E, 110.33 feet;
Thence departing said line, S88°18'03"W, 6.92 feet;
Thence S58°21'11"W, 205.80 feet;
Thence N31°38'49"W, 25.00 feet;
Thence N58°21'11"E, 198.69 feet;
Thence N0°45'57"E, 13.20 feet to the south right-of-way of Sixth Street;
Thence along said right-of-way the following courses:
 thence S88°18'03"W, 75.32 feet;
 thence N82°15'29"W, 29.22 feet;
 thence S88°18'34"W, 111.87 feet to a point on the west line of Warranty Deed Instrument #539491;
Thence departing said right-of-way, along said west line, S1°42'23"E, 104.41 feet;
Thence along the southwest line of said Warranty Deed, S40°29'13"E, 17.68 feet;
Thence departing said line, N88°17'30"E, 30.47 feet;
Thence S31°38'49"E, 25.00 feet;
Thence S1°42'23"E, 6.52 feet to the south line of Warranty Deed Instrument #539491;
Thence along said south line, N88°17'30"E, 182.23 feet to the **Point of Beginning**.

Parcel contains 0.63 acres more or less.



ATTACHMENT 6

Form of Certificate of Completion

THIS CERTIFICATE OF COMPLETION ("**Certificate**") is made as of the _ day of

, 20 , by the MOSCOW URBAN RENEWAL AGENCY ("**Agency**").

Agency is an independent public body corporate and politic and exercises governmental functions and powers and is organized and exists under the Idaho Urban Renewal Law of the State of Idaho, Chapter 20, Title 50, Idaho Code) and has a mailing address of PO Box 9203, Moscow, Idaho 83843 .

Agency and Sangria Legacy LLC, an Idaho limited liability company ("**Developer**") entered into that certain Disposition and Development Agreement dated _____, 2018 ("**DDA**"), which concerns the disposition and development of the real property described in Exhibit A (the "**Property**").

Agency hereby acknowledges and declares that Developer has met its obligations under the DDA to develop the Project on the Property.

Agency transferred fee simple title in the Property to Developer by means of that certain Warranty Deed, recorded under Instrument No. _____, records of Latah County, Idaho (the "Warranty Deed").

Agency hereby acknowledges and declares that Developer has met its obligations under the Warranty Deed for completion of the construction and development of the Project on the Property.

This Certificate has been issued and recorded in accordance with the requirements of the DDA and, upon such recordation, shall automatically terminate and render null and void and of no further force and effect all covenants, conditions and restrictions set forth in numbered Paragraph 3 of the Warranty Deed.

URBAN RENEWAL Agency

By _

Executive Director

Date: _

ACKNOWLEDGEMENTS

STATE OF IDAHO)
) ss.
County of)

On this _ day of _ , 20 , before me, the undersigned, a
Notary Public in and for said State, personally appeared _ known or
identified to me to be the _ of the Moscow Urban Renewal Agency, the
entity that executed the within instrument or the person who executed the instrument on
behalf of said entity, and acknowledged to me that such entity executed the same.

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

Notary Public for Idaho
Residing at
My commission expires

Attachment 7
Declaration of Easement

DECLARATION OF EASEMENT AND AGREEMENT
For
ACCESS, OPERATION, AND MAINTENANCE
For
GROUNDWATER EXTRACTION
SYSTEM

THIS DECLARATION OF EASEMENT AND AGREEMENT ("Declaration"), made this day of _
, 201_ , between Sangria Legacy LLC, an Idaho limited liability company,

hereinafter referred to as Grantor, and THE URBAN RENEWAL AGENCY OF THE CITY OF MOSCOW, IDAHO, an independent public body corporate and politic, hereinafter referred to as the Grantee. Grantor and Grantee are collectively referred to as the "Parties."

WITNESSETH, THAT:

WHEREAS, Grantor owns certain real property in Latah County, Idaho, more particularly described on Exhibit A (the "**Property**"); and

WHEREAS, Grantee, the prior owner of the Property, had, prior to transferring the Property to Grantor, installed a Groundwater Extraction System on the Property that includes two (2) monitoring wells, trenches for discharge to the sewer, trenches for electrical lines, a power meter control box, and three (3) extraction wells in locations generally depicted on Exhibit B.; and

WHEREAS, Grantee is responsible for the operation and maintenance responsibilities of the Groundwater Extraction System pursuant to duties, obligations and responsibilities set forth in an Environmental Covenant and Covenant Not to Sue (the "Grantee's Environmental Duties").

WHEREAS, Grantee warrants and represents that Grantee will comply in all respects and perform all necessary activities to properly discharge Grantee's Environmental Duties.

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

1. Grant of Easement. The Grantor, subject to the terms and conditions of this Easement, hereby authorizes and grants to Grantee a perpetual nonexclusive appurtenant easement (the "Easement") upon, over, across, through and under the Property for the purpose of and in order to monitor, maintain, and operate the Groundwater Extraction System, located as shown on the attached Exhibit B, which is hereby made a part of this Easement, for the purpose of carrying out the work described herein. The Easement shall be a burden upon the Property and, subject to this Declaration, shall run with the land.

2. Operation and Maintenance of the Groundwater Extraction System

- a. In association with operation and maintenance responsibilities, the Grantee shall be responsible for all costs, including electrical expenses, associated with the Groundwater Extraction System.

- b. Except in emergency situations, the Grantee will access the Groundwater Extraction System from West 6th Street and shall notify the Grantor twenty-four (24) hours in advance of the date access is needed for regular monitoring, operating, or maintaining the Groundwater Extraction System.

c. The facilities of the Grantee shall be operated and maintained by the Grantee without cost to the Grantor, and in such a manner as to cause no unreasonable interference with the private enjoyment by the Grantor of the Grantor's property and no damage or destruction to Grantor's improvements on the Property. All activities on the Groundwater Extraction System of the Grantee shall be undertaken only at reasonable times during normal business hours (unless an emergency requires activities during non-business hours), according to plans, and in a manner satisfactory to Grantor.

d. The Grantee shall conduct its activities in a good, workmanlike manner and shall comply with local and state laws and any reasonable requests of the Grantor affecting such activities on the Grantor's property.

e. In the event of an emergency, Grantor grants permission for Grantee to enter onto the Property during non-business hours and other times as required to conduct necessary operation and maintenance activities. Grantee shall provide reasonable notice to Grantor as circumstances permit.

3. Indemnification.

Unless caused by the negligence or willful misconduct of Grantor, Grantee hereby agrees to defend, indemnify and hold Grantor harmless from and against any and all loss, damage, cost or expense, including, but not limited to, attorneys' fees and court costs, which may be incurred or suffered by Grantor in connection with any failure by Grantee to comply fully with its obligations under this Declaration. This provision shall survive the expiration or termination of this Declaration.

4. Termination

This Easement will terminate and all rights of the Grantee hereunder will cease, and the Grantee will quietly deliver to the Grantor possession of the Property in like condition as when granted, reasonable wear and damage by the elements excepted upon Grantee's receipt of written confirmation from the Idaho Department of Environmental Quality that the operation of the Groundwater Extraction System is no longer required for the Property pursuant to the Covenant Not to Sue, Latah County, Idaho Recorder's Office Instrument No. 585299 or by mutual written agreement by all Parties to this Easement and Grantee will thereupon promptly and properly execute and record a termination of this Easement in the records of Latah County, Idaho.

5. Removal of Structures

Upon the termination of this Easement, the Grantee shall at Grantor's sole election and at no cost to the Grantor, either timely remove any or all Groundwater Extraction System improvements placed by it or its predecessors on the Easement from the Property as specified by Grantor within thirty (30) days of such termination or not remove any of the Groundwater Extraction System improvements. Any remaining improvements shall be the property of the

Grantor.

6. Recording

This Easement is required to be recorded by the Grantee and certified copies returned to Grantor of this Easement within 30 days of execution by Grantor and delivery to Grantee.

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

GRANTEE

DATED this _ day of _ , 2018. AGENCY:

THE URBAN RENEWAL AGENCY
OF MOSCOW IDAHO

By: _
Steve McGeehan, Chair

GRANTOR

DATED this _ day of _ , 2018. DEVELOPER:

SANGRIA LEGACY LLC
an Idaho limited liability company

By:
Carly Lilly, Member

By:
George Skandalos, Member

STATE OF IDAHO)
) ss.
County of Latah)

On this _ day of _ , 2018, before me, the undersigned, a Notary Public

in and for said State, personally appeared Steve McGeehan, known or identified to me to be the Chair and authorized representative of The Urban Renewal Agency of the City of Moscow, Idaho, an independent public body corporate and politic, who executed the instrument on behalf of said entity and acknowledged to me that said entity executed the same.

Notary Public for the State of Idaho
My commission expires: _

STATE OF IDAHO)
) ss.
County of Latah)

On this _ day of _ , 2018, before me, the undersigned, a Notary Public

in and for said State, personally appeared Carly Lilly, known or identified to me to be a Member and authorized representative of Sangria Legacy LLC, an Idaho limited liability company, who executed the instrument on behalf of said company and acknowledged to me that said company 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
My commission expires: _

STATE OF IDAHO)
) ss.
County of Latah)

On this _ day of _ , 2018, before me, the undersigned, a Notary Public

in and for said State, personally appeared George Skandalos, known or identified to me to be a Member and authorized representative of Sangria Legacy LLC, an Idaho limited liability company, who executed the instrument on behalf of said company and acknowledged to me that said company executed the same.

Notary Public for the State of Idaho
My commission expires: _

Exhibit A

11/29/2017

Legal Description by Hodge & Associates
For George Skandalos and Carly Lilly
Sangria Parcel

A legal description for a parcel of land, located in the NE1/4 of the NE1/4 of Section 18, T39N, R5W, B.M., in the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

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Thence along said right-of-way, N0°45'57"E, 110.33 feet;
Thence departing said line, S88°18'03"W, 6.92 feet;
Thence S58°21'11"W, 205.80 feet;
Thence N31°38'49"W, 25.00 feet;
Thence N58°21'11"E, 198.69 feet;
Thence N0°45'57"E, 13.20 feet to the south right-of-way of Sixth Street;
Thence along said right-of-way the following courses:
 thence S88°18'03"W, 75.32 feet;
 thence N82°15'29"W, 29.22 feet;
 thence S88°18'34"W, 111.87 feet to a point on the west line of Warranty Deed Instrument #539491;
Thence departing said right-of-way, along said west line, S1°42'23"E, 104.41 feet;
Thence along the southwest line of said Warranty Deed, S40°29'13"E, 17.68 feet;
Thence departing said line, N88°17'30"E, 30.47 feet;
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Thence S1°42'23"E, 6.52 feet to the south line of Warranty Deed Instrument #539491;
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Parcel contains 0.63 acres more or less.

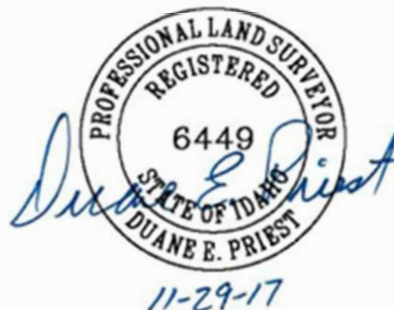
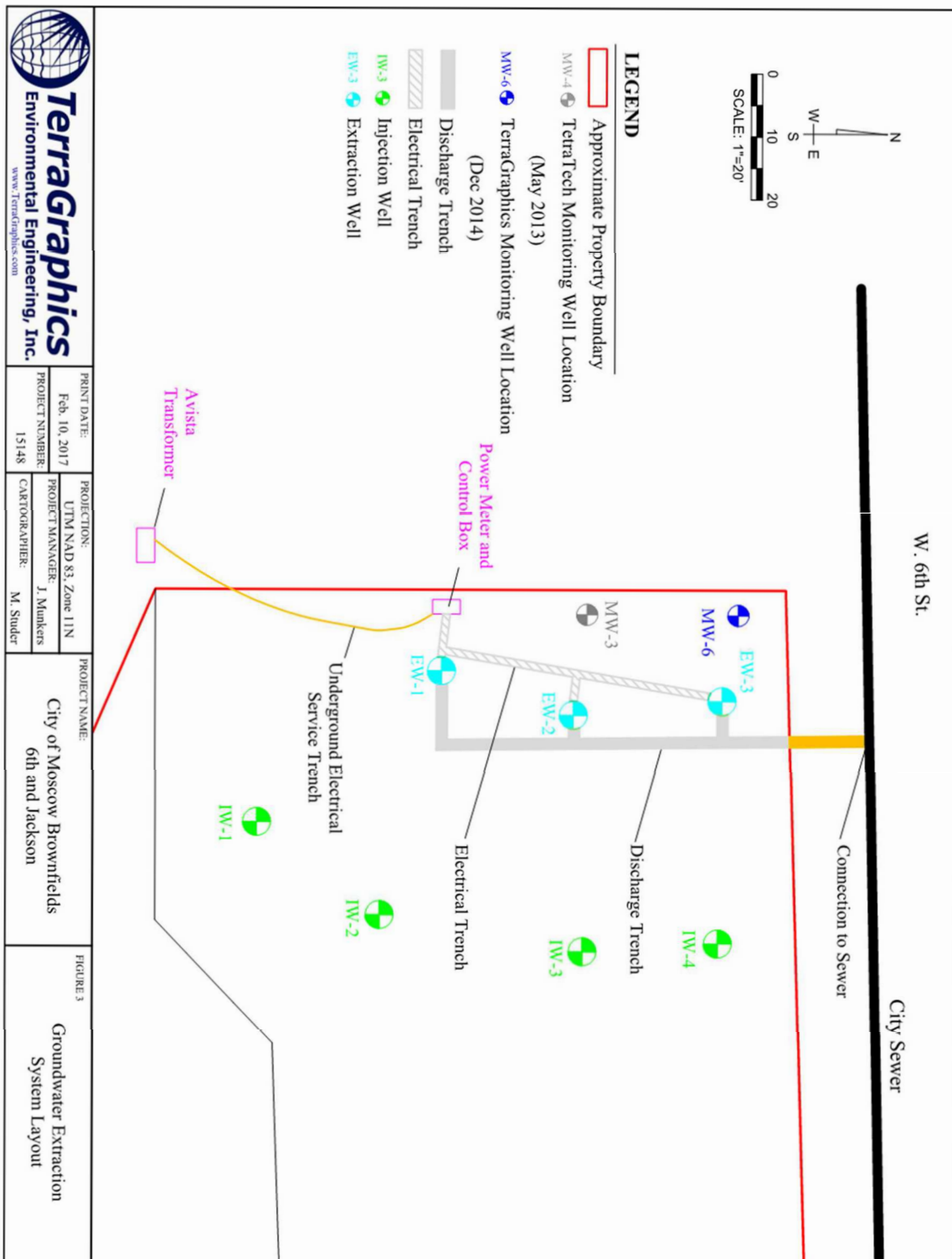


Exhibit B



Attachment 8
Pedestrian Walkway Easement

PERPETUAL PEDESTRIAN WALKWAY EASEMENT AND AGREEMENT

SANGRIA LEGACY LLC, an Idaho limited liability company, GRANTOR, owner of the Easement Area described below, for value received, does hereby grant the CITY OF MOSCOW, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843, GRANTEE, its successors and assigns, a perpetual, non-exclusive public easement and public right-of-way for the purpose of entering, accessing, constructing, operating, maintaining, repairing and/or replacing a pedestrian walkway dedicated for public use connecting Grantee's central business district with the University of Idaho campus, over and upon the following described real property located in the City of Moscow, Latah County, Idaho, to wit:

Commencing at the northeast corner of Section 18, Township 39 North, Range 5 West, Boise Meridian thence along the north line of said Section 18, S87°45'28"W, 363.92 feet; thence, departing said line, S0°45'10"W, 40.18 feet to the northeast corner of Deed of Dedication, Instrument #584290; thence along the east line of said Deed of Dedication, S0°45'10"W, 153.40 feet to the southeast corner of Warranty Deed Instrument #539491; thence along the south line of said Warranty Deed, S88°17'30"W, 187.40 feet; thence N1°42'23"W, 6.52 feet to the **Point of Beginning**:

Thence N31°38'49"W, 25.00 feet;
Thence N58°21'11"E, 2.00 feet;
Thence S31°38'49"E, 25.00 feet;
Thence S58°21'11"W, 2.00 feet to the **Point of Beginning**.

(the "Easement Area")

RESERVING TO GRANTOR, its successors and assigns, all rights to the Easement Area for access and other lawful purposes that do not unreasonably interfere with Grantee's rights hereunder in and to the Easement Area, and, in particular, Grantor covenants and agrees that it, its successors and assigns, will not obstruct public access over and upon the Easement Area by placement of any structure, fence, or other physical barrier on the surface of the Easement Area or alter the structure, configuration or slope of the public pedestrian walkway constructed upon the Easement Area without the written consent of Grantee.

Grantee, its successors and assigns, shall be responsible for and do all things necessary and proper for the workmanlike and safe operation and maintenance of the public pedestrian walkway constructed upon the Easement Area.

Grantee does, to the extent permitted by Idaho law, hereby agree to defend, hold harmless and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving or arising out of the Grantee's and the public's use of Easement Area unless caused by Grantor's negligent or willful conduct.

In addition to all other remedies allowed by law, the parties hereto and their respective successors and assigns shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this instrument.

In case suit or action is instituted in connection with this instrument, the prevailing party shall be entitled to recover from the losing party such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action and upon appeal.

It is expressly intended that these agreement, covenants, rights, reservations, burdens and restrictions shall run with the Easement Area and shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective successors and assigns.

GRANTOR:

GRANTEE:

By: _____

By: _____
CITY OF MOSCOW

STATE OF IDAHO)
) ss.
County of Latah)

On this _ day of _ , 2018, before me, the undersigned, a Notary Public

in and for said State, personally appeared Carly Lilly, known or identified to me to be a Member and authorized representative of Sangria Legacy LLC, an Idaho limited liability company, who executed the instrument on behalf of said company and acknowledged to me that said company 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
My commission expires: _

STATE OF IDAHO)
) ss.
County of Latah)

On this _ day of _ , 2018, before me, the undersigned, a Notary Public

in and for said State, personally appeared George Skandalos, known or identified to me to be a Member and authorized representative of Sangria Legacy LLC, an Idaho limited liability company, who executed the instrument on behalf of said company and acknowledged to me that said company executed the same.

Notary Public for the State of Idaho
My commission expires: _

STATE OF IDAHO)
) ss.
County of Latah)

On this _ day of _ , 2018, before me, the undersigned, a Notary Public

in and for said State, personally appeared _____, known or identified to me to be _____ and authorized representative of the City of Moscow, Idaho, who executed the instrument on behalf of said entity and acknowledged to me that said entity executed the same.

Notary Public for the State of Idaho
My commission expires: _

18 Aluminum Cap
By L. Hodges, PE/LS #5003
CPF Instrument #595841

Sixth Street

58°45'28"W 2673.43'
2509.55'

Bronze Cap
By L. Hodges, PE/LS #5003
CPF Instrument #457174

365.92' 18' 17"

N88°17'28"E 248.00'

2017 Right-of-Way Acquisition
Deed of Dedication Instrument #584290

75.32'

21.00'

58°18'03"W 96.32'

7.38'

N0°45'57"E 13.20'

26.00'

Parcel to be
Transferred to Sonagro
(North Portion)
Total Sonagro Parcel
Area = 0.63 Acres

Parent Parcel
Warrently Deed
Instrument #59491

Retained by
Moscow Union
Renewal Agency

208.80'
258°21'11"W 207.80'

Jackson Street

50°45'10"W 193.58'
153.40'
110.33'

Legend

- Set 5/8" Iron Pin w/ Plastic Cap "Treat 6448"
- ⊕ Found Aluminum Cap, "S #10162"
- Found 5/8" Iron Pin, No Cap
- Calculated Point
- Subject Parcel Boundary
- Lot Line
- Right-of-Way
- - - Right-of-Way, Prior to 2017 Acquisition
- - - Section Line
- - - Access Easement

SCALE: 1" = 20'

Point of Beginning

Parcel to be
Transferred to Sonagro
(South Portion)

182.23'
179.18'

N88°17'30"E 207.70'

51°42'23"E 6.52'

20.30'

23.35'

17.68'

54°28'13"E 51.83'

18.15'

54°28'13"E 51.83'

25.00'

53°18'49"W

25.00'

2° Wide Access

Retained by
Moscow Union
Renewal Agency

53°18'49"W

25.00'

51°42'23"E

6.52'

20.30'

23.35'

17.68'

54°28'13"E 51.83'

18.15'

54°28'13"E 51.83'

25.00'

53°18'49"W

25.00'

2° Wide Access

Retained by
Moscow Union
Renewal Agency

53°18'49"W

25.00'

51°42'23"E

6.52'

20.30'

23.35'

17.68'

54°28'13"E 51.83'

18.15'

54°28'13"E 51.83'

25.00'

53°18'49"W

25.00'



Annual Report

& Financial Statements for Fiscal Year 2017



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2017 Annual Report



2017 ANNUAL REPORT FOR THE MOSCOW URBAN RENEWAL AGENCY

The Mission of the Agency (Agency) is to promote and support projects that achieve sustainable economic growth, vitality, and which enhance the community.

Per Idaho Code §50-2006(c), urban renewal agencies are to provide an annual report by March 31 of each year to the jurisdiction's governing body. For the Agency that is the Moscow City Council. This report is submitted in fulfillment of that requirement and to provide information to the public. The report will be available from February 15th through March 9th, for inspection during business hours in the Urban Renewal Agency's office or on the Agency website at www.moscowura.com.

As required by Idaho Code §50-2006(c), the Agency will consider for approval the draft annual report of the Agency's 2017 activities at their meeting on March 1, 2018. Written comments are welcomed and may be submitted to the Agency in advance of the meeting. Comments and responses from that period will be included in the final version of this report.

The comment period will remain open from February 15, 2018 to March 9, 2018.

FOR MORE INFORMATION...

As required by Idaho Code §50-2011(f), the annual report identifies the real property held by the Agency and sets forth the reasons such property remains unsold and indicates the Agency's plans for disposition of the real property, if necessary. If you have any questions or to submit comments, please contact:

Bill Belknap, Executive Director
221 E. Second Street Moscow, Idaho 83843
(208)883-7011
www.moscowura.com
bbelknap@ci.moscow.id.us

Understanding URAs

Urban renewal and revenue allocation financing are the most significant tools available to Idaho communities for attracting and retaining businesses, generating economic development, promoting job creation and encouraging development of deteriorating and underutilized areas. The State of Idaho provides limited options for cities and counties to use in financing site preparation, infrastructure and other needed incentives necessary to attract and retain businesses. Revenue allocation financing allows communities to make a site ready for development, including extending water, sewer, streets and other improvements that reduce the cost to businesses of relocating or expanding.

Urban renewal and revenue allocation financing is particularly important because of the competitive nature of economic development, where Idaho communities face competition from communities in other states or countries where incentives such as tax abatements, local revenue sharing, and incentives for recruitment often exist. Many Idaho cities (some with more than one project area), have chosen these tools to revitalize their city. The positive impacts of urban renewal can be seen across the state of Idaho.



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MOSCOW URBAN RENEWAL AGENCY PROFILE

The Agency was organized by the Moscow City Council in 1995 pursuant to resolution 95-08 in accordance with Idaho Urban Renewal Law, Ch. 20, Title 50, Idaho Code (the "Law") and the Local Economic Development Act, Ch. 29, Title 50, Idaho Code (the "Act"). The Agency acts as an arm of the Idaho State government, entirely separate and distinct from the City of Moscow as provided in Idaho Code Section 50-2006.

The purpose of the Agency is to undertake urban renewal projects in areas designated by the City of Moscow to be deteriorating, and to undertake this rehabilitation, conservation, redevelopment or a combination thereof in the interest of the public health, safety, morals or welfare of the residents of the City of Moscow.

The Agency is comprised of seven Commissioners appointed by the Mayor and confirmed by the City Council, with terms as specified by the Mayor as authorized by Moscow City Council Resolution 2008-17. Membership is constituted as follows: Two (2) members of the Moscow City Council; one (1) member of the Latah County Commission; and, four (4) members from the citizenry at large. Terms are staggered in such a fashion that no more than three (3) expire in any given year. The Board of Commissioners elects the Chairman, Vice-Chairman and Secretary from the ranks of the Commission; the Treasurer office may be filled by Commissioners or by staff appointments made by the Commission.

The Chairperson is the Chief Presiding Officer of the Agency. The Chair executes all deeds, bonds, contracts and other legal documents authorized by the Commission. Some of the Chair's duties may be delegated by the Board of Commissioners to the Agency's Executive Director who oversees the day-to-day operations of the Agency and carries out the policies of the Board.



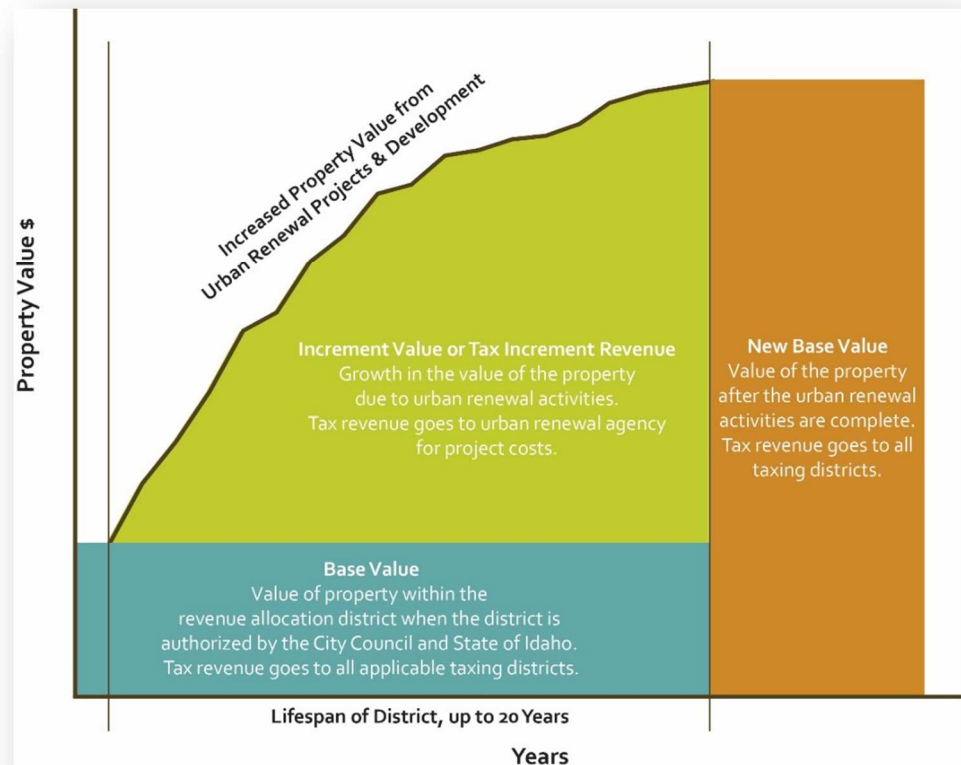
Comtech EF Data Corporation

The City of Moscow is responsible for defining the geographic boundaries and legal creation of all urban renewal districts within the city. The Alturas Technology Park District was created in 1995 and the Legacy Crossing District was created in 2008. The Agency works with the City of Moscow and the private sector to remedy blight and to facilitate economic development within these two districts. The Agency's activities within these districts are directed by specific urban renewal plans adopted by the Moscow City Council. The Agency provides funding for these efforts through the use of tax incremental financing.

As illustrated in the graphic on this page, when the city establishes a tax increment financing district, the value on the property in the district is set as of the date the district is created. The property tax revenue collected on this base value goes to the various taxing entities providing services to that property. Any increase in value over the base is called the increment value and the tax revenue generated from the increment value is transferred to the Agency.

These tax increment revenues are used by the Agency to pay for public improvements and other revitalization activities in that district. When the district closes (now up to 20 years) the increment value is added back to the base value on the tax rolls. This helps diversify and strengthen the economic bases of both the city and the county.

Though urban renewal is a separate item on property tax statements, local property owners pay the same amount of tax whether or not an urban renewal district is established in their area.



AGENCY BOARD OF COMMISSIONERS

The Agency is comprised of seven Commissioners appointed by the Mayor, and confirmed by the City Council, with terms specified by the Mayor, as authorized by Moscow City Council Resolution 2008-17. Officers of the agency consist of a Chairperson, Vice Chairperson, Secretary and Treasurer. Formal policy decisions are made by the Agency Board of Commissioners.



2017 MURA Board *(pictured from left to right)*

Steve McGeehan, Chair
Brandy Sullivan, Vice Chair
Art Bettge, Secretary
Ron Smith, Commissioner
Steve Drown, Commissioner
Dave McGraw, Commissioner
John Weber, Commissioner

SIGNIFICANT AGENCY ACHIEVEMENTS FOR 2017

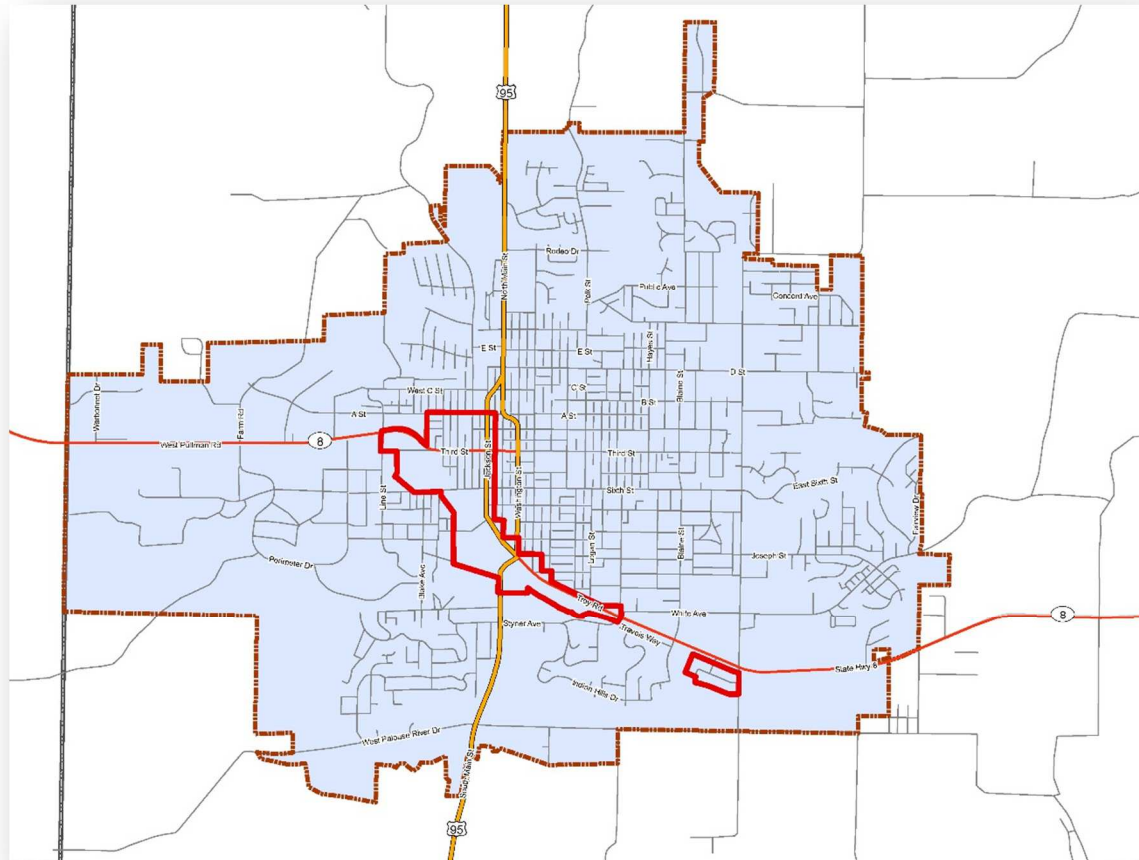
The Agency was active during 2017 with a number of accomplishments. Below are a few selected Agency achievements from 2017:

- **Adoption of MURA Strategic Plan:** In 2017 the MURA Board conducted a strategic planning process to develop a 5-year strategic plan for the Agency to help guide the activities of the Board and increase public awareness of the Agency's mission and purpose. This effort was concluded with the adoption of the strategic plan in February of 2017.
- **New Agency Website:** In 2017 the MURA completed and launched a new website intended to provide a more intuitive and attractive user experience, provide greater access to MURA records and documents, and provide increased public communication regarding the activities of the Agency.
- **Completion of Environmental Remediation of 6th and Jackson Property:** The MURA completed the active construction phase of the environmental remediation of the 6th and Jackson Property and received the Certificate of Completion and Covenant Not to Sue from the State of Idaho Department of Environmental Quality in April of 2017, clearing the way for future development on the site.
- **Contributions to Valuable Community Projects:** The MURA contributed to several public projects in 2017, including a \$27,000 contribution to the Downtown Restroom Project, a \$10,000 contribution to Idaho Transportation Department for sidewalk improvements associated with the Latah Paving Project, and future commitments of \$15,000 toward the Highway 8 Pedestrian/Bike Underpass Project and \$87,000 toward the 3rd Street Corridor Streetscape and Pedestrian Safety Improvement Project.
- **Private Development Partnerships:** The MURA Board partnered in over \$40 million in private development projects to assist in funding the cost of needed public infrastructure, environmental remediation and roadway and access improvements through Owner Participation Agreements (OPA). Through the OPA, the Agency reimburses the developer for identified public improvements from increased property taxes that result from the private investment. New OPAs approved in 2016 include the Gritman Medical Office Building, Identity on Main, Dawson's Corner and Third and Jackson projects.

THE DISTRICTS OF THE AGENCY

The Agency historically operated two urban renewal districts: The Alturas Technology Park and Legacy Crossing. The smaller Alturas Technology Park District was closed in 2015 and was located in the southeastern area of the City along State Highway 8, while the larger Legacy Crossing District is located just west of downtown near the University of Idaho Campus.

Applying a variety of redevelopment strategies to improve economic conditions and enhance the quality of life across the city, the Agency's catalog of projects demonstrates that there is no one-size-fits-all solution for community redevelopment. When taken as a whole, this diversity of efforts translates into a cohesive framework, serving critical community, business, and economic development needs.



ALTURAS TECHNOLOGY PARK URBAN RENEWAL DISTRICT

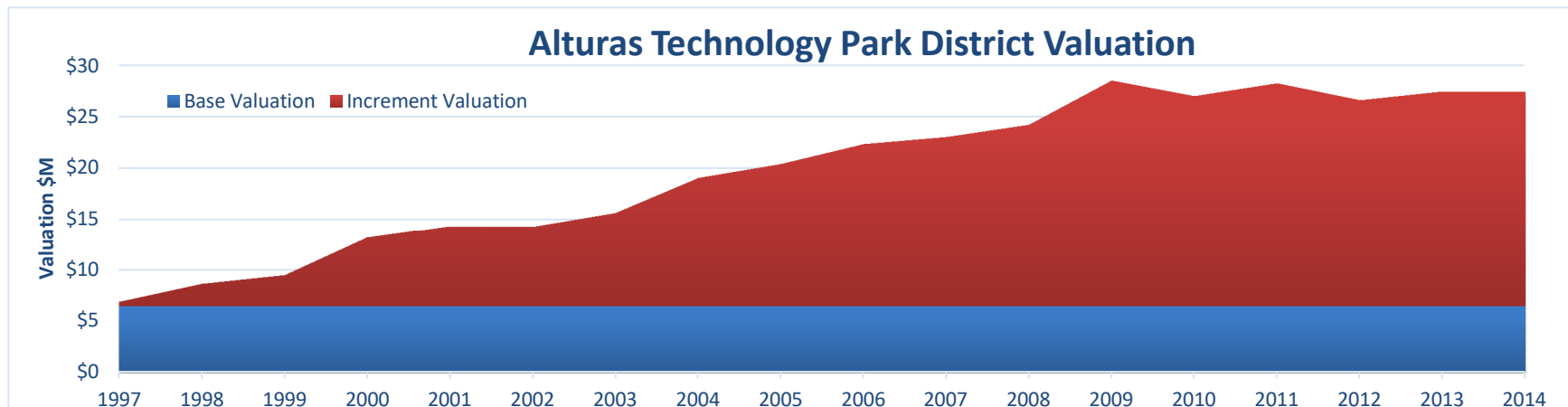
The Alturas Technology Park is the Agency's first District and is currently home to many of Moscow's premier high-tech companies, including Comtech EF Data Corporation, Alturas Analytics, Inc., Anatek Labs, Inc., and BioTracking, LLC. The majority of these firms are linked to outside/non-local markets and are considered primary industries. Wealth enters the local economy principally by way of these industry types.

Established in 1996, the assessed value of property within the revenue allocation area was approximately \$6.4 million. Improvements and developments made as a result of the Alturas Research and Technology Park Urban Renewal Plan have assisted in increasing property values dramatically and today the same area is valued at more than \$22 million.

The export industries within the Alturas Technology Park have a profound economic impact on the Moscow economy. As of the closure of the District, these companies had a total payroll of over \$6 million and paid an average wage of over \$50,000, which is significantly higher than the city's median household income of \$35,389. During that period, the park contributed an estimated adjusted impact of \$26.7M to the local community.

Alturas Fast Facts

- Established: 1996
- 34 Acres - Revenue Allocation Area
- 13.5 Acres – Project Area
- Base Value: \$6.48 Million
- 2015 Value: \$27.4 Million
- Closure Date: 2015



On July 22, 2015, the Agency passed Resolution 2015-02 recommending termination of the Alturas Technology Park revenue allocation area to the Moscow City Council. Following this recommendation, the City Council passed Ordinance 2015-15 terminating the Alturas revenue allocation area. Therefore the Agency will not receive any future tax increment revenues beyond the 2015 fiscal year. The Agency was pleased to be able to close the revenue allocation area a year ahead of the schedule and allow the tax revenues to return to the taxing districts as soon as possible.



LEGACY CROSSING URBAN RENEWAL DISTRICT

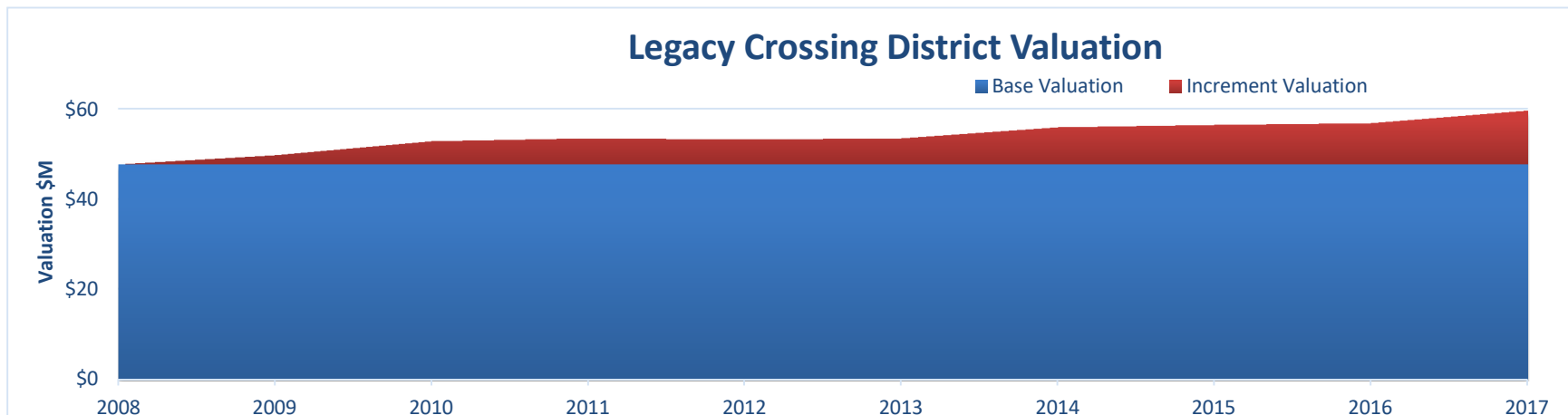
The Legacy Crossing District was created in June of 2008 and is the Agency's second urban renewal district. The Legacy Crossing District covers approximately 163 acres and includes a majority of the blighted and underutilized properties located between Moscow's historic downtown and the University of Idaho.

By definition, reurbanization involves redeveloping already urbanized areas, which decreases pressure for development of greenfield sites outside the City. Reurbanization provides an opportunity to learn from mistakes of the past and to create high-quality, livable urban environments while building at a human scale. Reurbanization can ensure a range of places where new kinds of businesses can locate and promote diversity of housing types and choice. Finally, reurbanization can support community building and social integration.

In 2017 development continued to expand with over \$40 Million in new development under construction or in the planning phases within the District. Gritman Medical Park completed the construction of a new \$10 Million 54,000 square foot medical office building that houses the CHAS Latah Community Health offices that provides health care on an income cost basis to the regions residents along with the University of Idaho medical program anatomy lab and medical education facility. Nearby within the District, the \$24 Million Identity on Main mixed use project began construction with a projected completion in summer of 2018.

Legacy Crossing Fast Facts

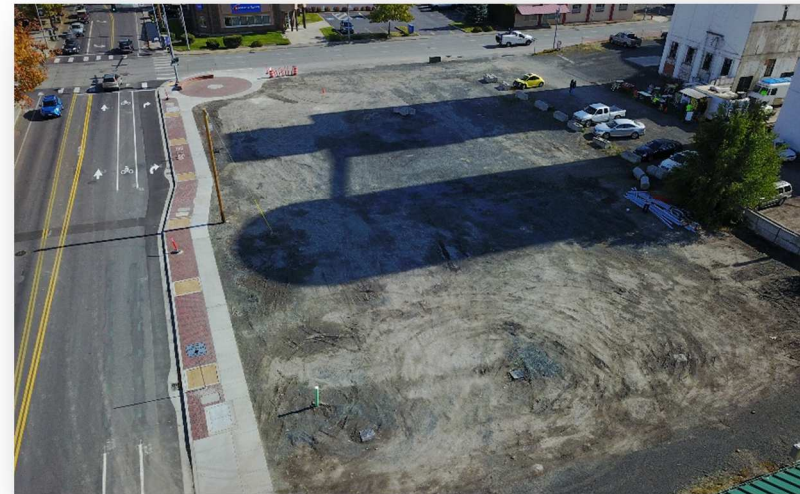
- Established: 2008
- 163 Acres
- Base Value: \$47.76 Million
- 2016 Value: \$59.7 Million
- Closure Date: 2032



In 2010, the Agency purchased a property within the District located at the southwestern corner of the intersection of 6th and Jackson streets. The property was purchased to enhance opportunities to connect downtown Moscow to the University of Idaho campus. The Agency and the City of Moscow understood that the property was the keystone to connectivity between the University and downtown and to the development of Hello Walk.

The Agency applied for and was successful in obtaining an EPA cleanup grant in the amount of \$115,317. The EPA cleanup grant was utilized to conduct the actual remediation and monitoring of the property, which will allow for its re-use. The active cleanup construction was completed in the fall 2016 and the Agency received the Certificate of Completion and Covenant Not to Sue from the State of Idaho Department of Environmental Quality in April of 2017, clearing the way for future development on the site.

In response to an RFP issued in the fall of 2014, Sangria Downtown LLC was selected as the successful respondent and in April of 2015 the Agency entered into an Exclusive Negotiation Agreement (ENA) with Sangria Downtown LLC. The ENA guides discussions regarding development nature and form, agency project assistance, and conditions and obligations of disposition. The goal of the ENA is to provide a process for negotiating a Disposition and Development Agreement (DDA) to formally document terms of transaction and responsibilities of the parties. The DDA was approved by the Board on October 26, 2017. The proposal from Sangria Downtown LLC included a two-story mixed-use development that is proposed to house the



Sangria Grill restaurant on the ground floor with 12 apartments located on the second floor. Sangria Downtown LLC is currently finalizing their development plans with construction scheduled to begin in the spring/summer of 2018.



INVENTORY OF MURA OWNED PROPERTIES

District	Property Address	Parcel Number	SF /Acres	Planned Reuse
Alturas	1362 Alturas Drive	RPM00270010020	29,412/SF	Fee Simple Sale
Alturas	1412 Alturas Drive	RPM00270010030	28,370/SF	Fee Simple Sale
Alturas	1425 Alturas Drive	RPM00270020040	38,885/SF	Fee Simple Sale
Alturas	1383 Alturas Drive	RPM00270020030	36,997/SF	Fee Simple Sale
Alturas	1345 Alturas Drive	RPM00270020020	34,531/SF	Fee Simple Sale
Alturas	1293 Alturas Drive	RPM00270020010	35,029/SF	Fee Simple Sale
Legacy	Lot located at the southwestern corner of the intersection of 6 th and Jackson streets	RPM00000180025	0.87 Acres	Public pathway, public plaza, and future fee simple sale

As noted above, the Agency owns six (6) lots within the Alturas Technology Park District and one (1) lot within the Legacy Crossing District. The Alturas lots are actively marketed for sale to technology and research based businesses in accordance with the applicable zoning regulations and private covenants upon the property.

Public Comments & Response

Legal Notice

LEGAL NOTICE

As required by Idaho Code §50-2006(c), the Moscow Urban Renewal Agency will consider for approval the draft annual report of the Agency's 2017 activities on March 1, 2018. On February 16, 2018, a copy of the report will be available for inspection during business hours in the office of the City Clerk or on the Urban Renewal Agency's website: <http://moscowura.com/>. Written comments may be submitted to the Agency in advance of the meeting. The comment period will remain open until March 9, 2018.

As required by Idaho Code §50-2011(f), the annual report identifies the real property held by the Agency and sets forth the reasons such property remains unsold and indicates the Agency's plans for disposition of the real property, if necessary. If you have any questions or to submit comments, please contact MURA Executive Director Bill J. Belknap at (208) 883-7011 or bbelknap@ci.moscow.id.us.

Publish: February 17, 2018

FINANCIAL STATEMENTS

To be added when received by Auditors

