

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Post Falls Urban Renewal Agency
210 E 4th Avenue
Post Falls, Idaho 83854

(Space Above For Recorder's Use)

MINOR PROJECT REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of August, 2026, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, 201 E. 4th Avenue, Post Falls, Idaho, 83854, hereinafter referred to as the Agency, and Kuldip Singh, 1609 E Warm Springs Ave, Post Falls, ID 83854, hereinafter referred to as the Participant.

WITNESSETH:

WHEREAS the Agency is an independent public body, corporate and politic, and is an Idaho urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented, hereinafter collectively referred to as the Act;

WHEREAS the Post Falls City Council did on June 1, 2021 pass Ordinance No. 1415, duly adopting the Downtown District Urban Renewal Plan (the "Plan") and creating the Downtown Urban Renewal District (the "District");

WHEREAS in 2024 the Agency implemented its Minor Projects Program to provide for priority reimbursement of public improvements associated with certain minor projects that promote the objectives set forth in the Plan and are authorized by such Plan.

WHEREAS the Participant is an existing business or non-profit that has a physical facility located within the District which it wishes to expand or improve, as more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, and hereinafter referred to as the Site;

WHEREAS the Participant intends to construct public improvements on or by the Site, as more specifically described in **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Project. A detailed list of the proposed improvements associated with the Project is also included in **Exhibit B**. Contracts for construction of the

Project, verification of City approval of the Project, construction plans and related documents, including the specific contract price for the Project, are attached hereto as **Exhibit C**;

WHEREAS the Agency has reviewed the elements of the Project and concludes that the Project consists of City required physical improvements or façade or related improvements which will promote Plan objectives and are authorized by such Plan;

WHEREAS the Agency has assessed the Project's impact as it relates to increased employment, enhanced appearance, contribution to the objectives of the Plan and related factors.

WHEREAS the Agency and the Participant seek to cooperate in the construction of public infrastructure improvements;

WHEREAS the Participant is willing to construct and pay for the Project with the expectation of being reimbursed from future tax increment revenues received by the Agency from the District as those revenues are received, subject to repayment of existing Agency obligations within the District as hereinafter provided for in Section 6 of this Agreement; and

WHEREAS the Parties seek to memorialize understandings relating to the conditions associated with Agency funded reimbursement.

NOW THEREFORE, in consideration of the mutual benefits to be derived hereby, the Parties agree as follows:

1. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date first above-written, and shall continue until all obligations of each Party are completed or until termination of the Plan, whichever shall first occur.
2. **PUBLIC INFRASTRUCTURE AND OTHER PUBLIC FACILITIES:** The Parties agree that the public improvements and their estimated costs that are the subject of this Agreement are those listed on **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Agency Funded Public Improvements which shall qualify for reimbursement subject to the conditions set forth herein when they have been completed, accepted by the City, documented with respect to the actual costs of the Improvements, which shall be reviewed by the Agency's engineering consultants, and formally approved by the Agency by adoption of an Order of Approval in accordance with Commission policy. Any other public improvements that are constructed by the Participant and are not identified in **Exhibit B** as part of the Project are not eligible for reimbursement pursuant to this Agreement.
3. **CONSTRUCTION OF AGENCY FUNDED PUBLIC IMPROVEMENTS:** The Participant agrees to construct the Agency Funded Public Improvements consistent with the following:
 - 3.1. The Improvements to be constructed shall be in accordance with the overall City infrastructure plans, policies, and design standards.

- 3.2. Prior to commencing construction, all necessary permits shall be obtained by the Participant and/or the Participant's agents.
 - 3.3. Construction and quality control inspections shall be provided by the engineer of record and the City.
4. CONDITIONS: In consideration for the commitments presented by the Participant, the Agency agrees to reimburse the Participant the costs Participant incurs to construct the Agency Funded Public Improvements, subject to the following conditions:
 - 4.1. The Participant shall comply with City design review approvals and all applicable local, state and federal laws.
 - 4.2. The Participant shall submit a Project schedule to the Agency upon completion of City approvals, which shall contain specific timelines for completing the Agency Funded Public Improvements.
 - 4.3. The Participant shall complete the Agency Funded Public Improvements described in **Exhibit B** and any attachments to **Exhibit B**.
 - 4.4. The Participant shall allow the Agency or its agent to review the final design and construction of the Project.
 - 4.5. The Participant agrees to invoice the Agency for the cost of the items to be reimbursed for review by the Agency, with reimbursement to be based upon completion and final inspection by the Agency or its agent, approval by the City, and the availability of tax increment revenues for the District.
 - 4.6. The Participant shall complete the Improvements on or before the 31st day of December, 2027.
5. INITIAL CONSTRUCTION FUNDING: The Participant shall pay for all of the costs of installation of the Agency Funded Public Improvements set forth in **Exhibit B** and previously approved by the Agency, hereinafter referred to as Minor Project Participant Advances.
6. REIMBURSEMENT OF MINOR PROJECT PARTICIPANT ADVANCES: The Participant shall be entitled to reimbursement of Minor Project Participant Advances subject to the following conditions and understandings:
 - 6.1. It is the understanding of the Parties that the Participant shall only be paid the reimbursement of Minor Project Participant Advances from tax increment revenues of the District. If for any reason tax increment revenues anticipated to be received by the Agency are insufficient or curtailed, the Agency shall not be obligated to use other sources of revenue to make reimbursements to the Participant.

6.2. It is the understanding of the Parties that tax increment revenues received by the Agency for the District will first be used in the following manner and order:

6.2.1. Repayment of any debt of the District disclosed to the Participant upon the execution of this Agreement.

6.2.2. Payment of the Participant's annual contribution to the administrative costs of the Agency as established in the Agency's annual budget, and applicable equally to each participant.

6.2.3. Payment of extraordinary administrative and/or legal costs associated with the District according to Agency Policy No. 16.

6.2.4. Payments deemed necessary by the Agency to establish a "Debt Service Reserve Account" for any debt disclosed in Section 6.2.1 above.

6.2.5. Payment of other Participant Advances that are not associated with Minor Projects derived from an Owner Participation and Reimbursement Agreement executed prior to August 1, 2024, unless the subject participant has consented in writing to subordinate their reimbursement priority to Minor Project reimbursement.

6.2.6. Payment of other Minor Project Participant Advances by other participants in the District that have orders of approval that predate the order of approval authorizing the Participant's reimbursement, or in the case of City funded improvements that the Agency has received invoices for before issuance of the Participant's order of approval.

6.2.7. Payment of the Participant's Minor Project Participant Advances in accordance with Agency Policies.

6.3. The Participant acknowledges that the Agency has provided the Participant with copies of the Agency's Policies concerning the use of tax increment revenue and cost reimbursement, which the Participant agrees to be bound by, including but not limited to Policy No. 7 and the First, Second, Third and Fourth Addendums to Policy No. 7, Policy No. 18 governing reimbursement for "soft costs" and Policy No. 28 regarding reimbursement of borrowing costs. Reimbursement of Minor Project Participant Advances for Agency Funded Public Improvements shall be made in full compliance with all of the Agency's Policies. Pursuant to Policy No. 7 and its Fourth Addendum, the Participant acknowledges that the Agency's ability to reimburse for Minor Projects is limited to fifteen percent (15%) of the tax increment funds that have been received annually from the District, which may not exceed a maximum reserved balance of \$250,000. An approved Minor Project is eligible for maximum total increment tax reimbursement of \$250,000.

7. ANNUAL REVIEW: The Participant is aware that the Agency intends to conduct an annual review of the performance of both the Plan and the District, and reserves the right

within the sole discretion of the Agency to make adjustments to the Plan that are authorized by the Plan and the Act.

8. MISCELLANEOUS:

- 8.1. The Participant shall provide the Agency with proof that the Participant and its agents have adequate liability and workers compensation insurance.
- 8.2. The Participant agrees to indemnify and hold harmless the Agency from any and all liability and/or obligations not specifically provided for in this Agreement to be performed by the Agency with reference to the Project, except for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Agency, its agents, employees or indemnitees.
- 8.3. The Participant does hereby grant to the Agency and its agents a right of access to the Site for the purpose of inspections.
- 8.4. The Parties agree that this Agreement does not establish a partnership or joint venture relationship between the Parties.
- 8.5. The rights and obligations provided for in this Agreement may not be assigned without the mutual agreement of the Parties, which consent shall not unreasonably be withheld. It being understood that the rights and obligations of the Participant shall survive any assignment, sale and/or lease of portions of the Site to third parties. The Participant shall coordinate with the Agency on behalf of such third parties so that the Agency's direct involvement with such third parties will be limited as much as possible.
- 8.6. This Agreement shall be construed and enforced under the laws of the State of Idaho, with any enforcement action to be brought in the First Judicial District of the State of Idaho, in and for the County of Kootenai. The prevailing party in any action shall be entitled to reasonable attorney's fees and costs.
- 8.7. The Parties agree that in the event that there is a disagreement or dispute over the terms and provisions of this Agreement, including reimbursement submittals, that the Parties shall mutually submit the disagreement or dispute to non-binding mediation utilizing a mediator mutually agreeable to the Parties, with the Parties jointly sharing the costs of mediation. In the event that the Parties cannot agree on a mediator or if the mediation is unsuccessful, the Parties shall engage in a binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. Costs and fees, including but not limited to reasonable attorney's fees, incurred in such arbitration shall be awarded to the prevailing party as that term is defined by Idaho Law.
- 8.8. The Parties agree that this Agreement is the entire agreement between the Parties, and is binding upon their successors and assigns. It may only be amended in writing signed by both Parties.

8.9. All of the provisions of this Agreement are distinct and severable, and if any provision shall be deemed illegal, void or unenforceable, it shall not affect the legality, validity or enforceability of any other provision or portion of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

POST FALLS URBAN RENEWAL AGENCY
an Idaho urban renewal agency

By: _____


Christi Fleischman, Chairperson

PARTICIPANT


Kuldeep Singh

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of August, 2026, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared Christi Fleischman, proved to me on the basis of satisfactory evidence to be the Chairperson of the Post Falls Urban Renewal Agency that executed the instrument or the person who executed the instrument on behalf of the Agency and acknowledged to me that such Agency executed the same.

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



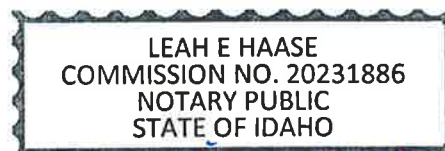
[Signature]
NOTARY PUBLIC

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2 day of September, 2026, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared Kuldip Singh, proved to me on the basis of satisfactory evidence to be the person who executed the instrument and acknowledged to me that he executed the same.

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

[Signature]
NOTARY PUBLIC



my commission expires 4/24/2029

Exhibit A

Legal Description

MOTOR VEHICLE ADD TO POST FALLS, LT 1 BLK 1 Recorded in Book L of Plats,
Page 151, records of Kootenai County, Idaho.

Exhibit B



COMMERCIAL INDUSTRIAL RESIDENTIAL

Pedestrian and Accessibility Improvements:

Construction of new pedestrian infrastructure and accessibility upgrades along the site frontage, including:

- New public-facing concrete sidewalks
- ADA-compliant accessible pedestrian routes
- Accessible curb ramps and pedestrian crossings
- Improved pedestrian connectivity between Spokane Street, Railroad Avenue, public parking areas, and adjacent businesses

Street and Frontage Improvements:

Frontage improvements include:

- New concrete curb and gutter
- New driveway approach improvements
- New drainage curb cuts
- Associated grading and pavement improvements

Stormwater Infrastructure Improvements:

A significant portion of the site development effort focused on stormwater management and environmental improvements, including:

- Bio-infiltration swales

Water System Improvements:

Utility improvements associated with the public water system include:

- Extension of an 8-inch public water main
- New domestic water service infrastructure
- New irrigation service infrastructure
- Installation of a new public fire hydrant
- Fire protection infrastructure improvements

Sanitary Sewer Improvements:

Utility work included installation and connection of new sanitary sewer infrastructure serving the development, including:

- New sanitary sewer service lines
- Connection to existing public sanitary sewer facilities
- Associated utility trenching and restoration work

Landscaping and Urban Design Enhancements:

The project incorporated extensive landscape improvements intended to enhance the public environment, including:

- Installation of new street trees
- Irrigation systems
- Landscape swales

Exhibit C



COMMERCIAL INDUSTRIAL RESIDENTIAL

Cost Breakdown:

Below is a detailed cost summary organized by the following categories:

Category	Improvement Description	Estimated Cost
Sidewalks, Curbing, Approaches, ADA Ramps	New public and frontage sidewalks, curbs, curb & gutter, drainage curbs & approaches along Spokane Street and Railroad Avenue	\$22,500
City ROW Utility Work	Connection to the City's existing sanitary sewer system, construction of the public portion of the sewer service, extension and connection of the public water system, installation of a fire hydrant, water meters, valves, fittings, and related public utility improvements. The request also includes associated excavation, trenching, testing, and restoration necessary to complete and dedicate these improvements in accordance with City of Post Falls standards.	\$38,000
Street Trees (3ea)	Street trees required by City	\$1,950
Landscaping & Irrigation	Public-facing landscape improvements- grass swales & irrigation infrastructure. Landscape plantings in the total of (9ea)	<u>\$3,085</u>
	Total	\$65,535

Exhibit C

ABBREVIATIONS

3	FLY OF INSECT	LEFT (OF BENT)
4	ASPHALT CONCRETE	CONCRETE
5	ADDITIONAL 15 IN. MATERIAL	ADDITIONAL 15 IN. MATERIAL
6	APPROXIMATELY	APPROXIMATELY
7	BE	BE
8	BROWN	BROWN
9	BUILDING OF SIDEWALK	CONCRETE
10	BACK OF SIDEWALK	CONCRETE
11	BUILDING OF WALL (S)	CONCRETE
12	BVC	BVC
13	BEFORE VERTICAL CURVE	BEFORE VERTICAL CURVE
14	CALCULATED	CALCULATED
15	CATCHER LAKE	CATCHER LAKE
16	CONCRETE LAKE	CONCRETE LAKE
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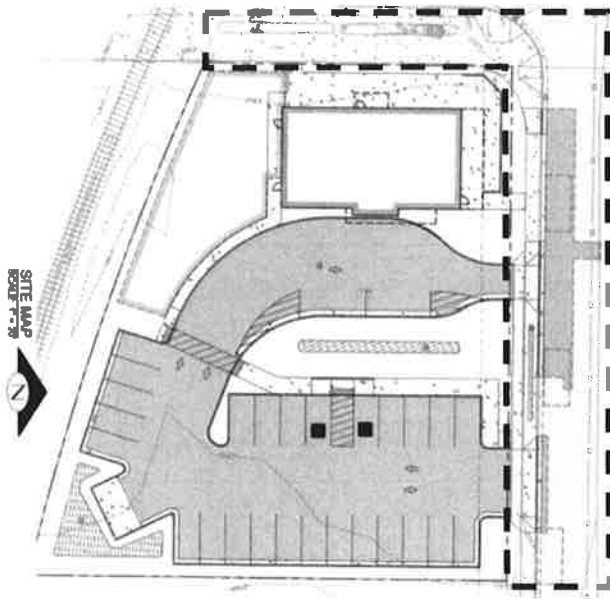
PROPOSED FEATURES LEGEND:

	SUPER MATERIAL (85mm)
	BROWN LAMINATE (65mm)
	BROWN LAMINATE (70mm)
	STONE CATCH SLAB (30)
	STONE CATCH SLAB (70X90)
	CAL VENTINO
	CUTTAL ROCK PAD
	CONCRETE CLAMP
	CONCRETE CURB BASE SET

Revision A 6/11/2026

[illegible]

CIVIL IMPROVEMENT PLANS
FOR
ROOTED
310 N SPOKANE STREET, POST FALLS ID 83854



SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
C-100	COVER SHEET
C-101	NOTES
C-102	DEVELOPMENT PLAN
C-103	TRANSPORTATION AND RECREATION CONTROL PLAN
C-104	STORAGE/RECYCLING PLAN
C-105	STORAGE/RECYCLING PLAN
C-106	UTILILITY PLAN
C-107	DETAILS
C-108	DETAILS
C-109	DETAILS
C-110	DETAILS

DESIGN TEAM

**FOR THE
FOLLOWING**

LOCAL PURVEYORS

**PROFESSIONAL
PAGE 1**
401 W. MAIN ST. SUITE 917
SPRINGFIELD, MA 01103
FACSIMILE (508) 666-3070
FAX (508) 666-1072
ATTN: BOB YETI STELLARON

SURVEY INFORMATION:

The strategy and associated conclusions was a good effort not in itself to establish what was a clear and convincing support for the conclusion that a copy, without any further processing, could function as a text with the desired properties.

STANDARDS:

The amino-oxazoline moiety on the PLAA shell, as constructed in Combination with the 1,3-bis(hydroxy) and succinyl groups (POTD-BLA-OT),

PROJECT INFORMATION

[illegible]

SHEET LIST TABLE



C1.00

Project: 2001-0294
Contract By: RB
Date: 2002/4/10 15

New Construction
21.30 - ROOTED
310 N SPOKANE ST
POST FALLS, ID 83854



REV	DATE	DESCRIPTION
1	8-13-04	CITY REVIEW COMMENTS #1
1	11-23-04	CITY REVIEW #1 COMMENTS #2
1	3-20-05	SITE REVIEW COMMENTS #3
1	4-11-05	CITY REVIEW COMMENTS #4
1	6-27-05	SITE REVIEW COMMENTS #5
1	8-20-05	PER MATERIAL CLASSIFICATION
1	9-10-05	PAID EXPANSION

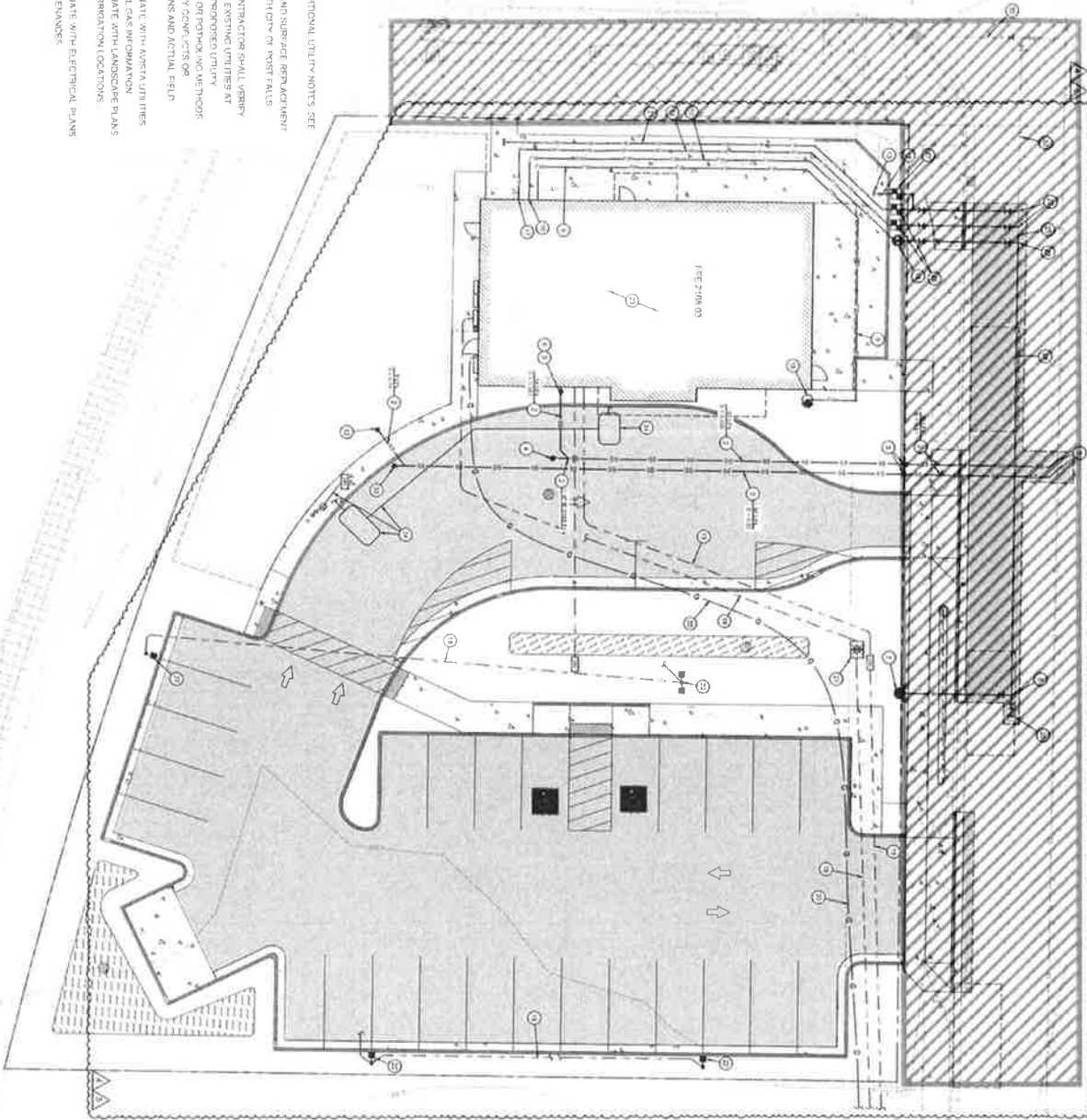


230 S. Washington St
Spokane, WA 99201
509-321-5084
Stuart.Hill@spokane.gov

Exhibit C

GENERAL NOTES:

- FOR PIPE MATERIALS AND ADDITIONAL UTILITY NOTES, SEE SECTION 02-20.0
TRENCH SECTION BACHEL. ANY SUPPLEMENTAL
SHALL BE IN ACCORDANCE WITH DIVE OF INSTANT
STANDARD DRAWING 50-3.01
PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY
ALIGNMENTS AND INTERFACES OF EXISTING UTILITIES AT
ALL POINTS OF CONNECTION AND OF ALL EXISTING
UTILITIES TO BE REMOVED. CONTRACTOR SHALL REPORT
NOTIFY DUE NUMBER OF ANY CONFLICTS OR
DISCREPANCIES IN THESE PLANS AND ACTUAL FIELD
INFORMATION.
CONTRACTOR SHALL COORDINATE WITH ALL CITY UTILITIES
FOR ELECTRICAL AND NATURAL GAS INFORMATION.
CONTRACTOR SHALL COORDINATE WITH LANDSCAPE PLANS
FOR POINT OF CONNECTION (IRIGATION LOCATIONS,
SLICING, ETC.)
CONTRACTOR SHALL COORDINATE WITH ELECTRICAL PLANS
FOR ELECTRICAL SITE AND UTILITIES STANDARDS.



THESE APPROVED PLANS MUST BE ON FILE FOR INSPECTION



KEY	NOTE	DETAIL SHEET
1	CONNECT TO EXISTING 27" CONC. SANITARY SEWER CITY OF POST FALLS STANDARD DRAWING SD 341	A12.92
2	NEW 6" PVC SANITARY SEWER PIPE, 30' LONG AND 5' DEEP, SEE SD 350	
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93	NEW 27" DIA. 10' LONG	A13.83
94	NEW 27" DIA. 10' LONG	A13.84
95	NEW 27" DIA. 10' LONG	A13.85
96	NEW 27" DIA. 10' LONG	A13.86
97	NEW 27" DIA. 10' LONG	A13.87
98	NEW 27" DIA. 10' LONG	A13.88
99	NEW 27" DIA. 10' LONG	A13.89
100	NEW 27" DIA. 10' LONG	A13.90

C7.00

Project: 001/0794
 Drawn By: 65
 Date: 2004/08/13

New Construction
21,30 - ROOTED
310 N SPOKANE ST
POST FALLS, ID 83854



1075 N. Main Ave.
Suite 1077
Tucson, AZ 85724
Tel: 520.298.3000
www.feltoninc.com

REV	DATE	DESCRIPTION
0	01-24	Q12 REVIEW COMMENTS #1
1	11-22-26	Q12 REVIEW COMMENTS #2
4	08-25	Q12 REVIEW COMMENTS #3
5	03-15	Q12 REVIEW COMMENTS #4
6	02-10	Q12 REVIEW COMMENTS #5
7	01-25	FINAL REVIEW, CLINICAL DATA
8	01-25	FINAL REVIEW, CLINICAL DATA



230 S. Washington St.
Spokane, WA 99201
509-321-5084
lincoln@id1.com

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-seventh day of October in the year Two Thousand Twenty-Five

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Karanvir Singh
1609 E Warm Springs Ave
Post Falls, ID 83854

and the Contractor:

(Name, legal status, address and other information)

Ginno Construction of Idaho, Inc.
3893 N Schreiber Way
Coeur d'Alene, ID 83815

for the following Project:

(Name, location and detailed description)

Rooted
310 N Spokane St.
Post Falls, ID 83854
Ground up construction of a new coffee shop in Post Falls, ID

The Architect:

(Name, legal status, address and other information)

HDG Architecture
230 S. Washington St.
Spokane, WA 99201

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Two Hundred and Fifteen Thousand Dollars and Zero Cents (\$ 2,215,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Weatherization	\$42,700.00
P04 Doors/Frames/Hardware	\$6,500.00
Eliason Door	\$4,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

12.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
HDG Architecture	Architectural Drawings	03/16/2023
AHBL	Landscape Drawings	02/16/2023
Facet	Civil Drawings	09/13/2024
DCG	Structural Drawings	03/17/2023

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
Addendum 1	06/25/2025	2
Addendum 2	07/10/2025	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

- ☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

- ☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Bid Proposal		07/10/2025	5

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:08:28 PDT on 10/31/2025.

Changes to original AIA text

PAGE 3

Item	Price
<u>Weatherization</u>	<u>\$42,700.00</u>
<u>P04 Doors/Frames/Hardware</u>	<u>\$6,500.00</u>
<u>Eliason Door</u>	<u>\$4,000.00</u>

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Number	Title	Date
<u>HDG Architecture</u>	<u>Architectural Drawings</u>	<u>03/16/2023</u>
<u>AHBL</u>	<u>Landscape Drawings</u>	<u>02/16/2023</u>
<u>Facet</u>	<u>Civil Drawings</u>	<u>09/13/2024</u>
<u>DCG</u>	<u>Structural Drawings</u>	<u>03/17/2023</u>

Number	Date	Pages
<u>Addendum 1</u>	<u>06/25/2025</u>	<u>2</u>
<u>Addendum 2</u>	<u>07/10/2025</u>	<u>1</u>

Document	Title	Date	Pages
<u>Bid Proposal</u>		<u>07/10/2025</u>	<u>5</u>

Variable Information

PAGE 1

AGREEMENT made as of the Twenty-seventh day of October in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

Karanvir Singh

1609 E Warm Springs Ave

Post Falls, ID 83854

Ginno Construction of Idaho, Inc.

3893 N Schreiber Way

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User Notes:

(68ffe230e72a53514db075a5)

PAGE 6

\$10,000.00

Karanvir Singh

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Post Falls, ID 83854

p. 208.262.1842

karn.virk@yahoo.comk

Justin Robertson

VP of Operations

3893 N Schreiber Way

Coeur d'Alene, ID 83815

Office. 208.667.5560

Cell. 208.714.2809

jrobertson@ginncoconstruction.com

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☒ [X] Supplementary and other Conditions of the Contract: