

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Post Falls Urban Renewal Agency
P.O. Box 236
Post Falls, Idaho 83877-0236

With a copy to:

Beyond Green, Inc.
Attn: Jeff Bornholdt
909 West First Avenue, Suite B
Spokane, Washington 99201

JIM BRANNON 20 P 2681535000
KOOTENAI COUNTY RECORDER
JAJ Date 02/21/2019 2:12 PM
REQ OF POST URBAN RENEWAL

RECORDING FEE: \$67.00

XX



(Space Above For Recorder's Use)

**OWNER PARTICIPATION AND REIMBURSEMENT AGREEMENT
(Existing Plan & District)**

THIS AGREEMENT made and entered into this 12th day of February, 2019, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, P.O. Box 236, Post Falls, Idaho, 83877-0236, hereinafter referred to as the Agency, and BEYOND GREEN, INC., an Idaho corporation, 909 W. 1st Avenue, Suite B, Spokane, Washington 99201, 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 October 16, 2018, pass Ordinance No. 1349, duly adopting the Post Falls Technology District Urban Renewal Plan and creating the Post Falls Technology District;

WHEREAS the Participant owns or controls real property located within the boundaries of the District, and 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 infrastructure improvements on 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**. Detailed illustrations of these proposed improvements are attached hereto as **Exhibit A-1**;

WHEREAS the Agency has reviewed the elements of the Project and feels that the Project would enhance the redevelopment and revitalization of the District pursuant to the provisions of the Plan;

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

WHEREAS until such time as the Project is completed the tax increment revenues from the District would be insufficient to pay for construction of the Project;

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 infrastructure and other public facilities 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 constructed, dedicated to the City of Post Falls, the Agency, or another governmental entity, and accepted by the City, the Agency and such governmental entity, which shall not be unreasonably withheld by the Agency. Any other public improvements that are constructed by the Participant as part of the Project are not eligible for reimbursement pursuant to this Agreement, unless approved in writing by the Agency.
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. Such Improvements shall not be eligible for reimbursement until they are dedicated to the City of Post Falls, the

Agency, or another governmental entity, and accepted by the City, the Agency and such governmental entity, which shall not be unreasonably withheld by the Agency.

- 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.
- 3.4. During the term of the Plan and the District, the Participant agrees to not apply for or receive any property tax exemptions provided by Idaho law (pertaining to the subject property) that would adversely affect the amount of tax increment revenues generated by the District, except as otherwise agreed. Pursuant to Sections 8.6 and 8.9 below, this obligation shall be binding upon the Participant's successors and assigns, including but not limited to assignees, purchasers and lessees of the subject property. Furthermore, the Participant acknowledges that the grant of such additional property tax exemptions to the Participant, its successors or assigns would adversely affect the Agency's ability to provide reimbursement for the Agency Funded Public Improvements. Notwithstanding the foregoing, nothing contained herein shall prohibit Participant and its successors/assigns from receiving other local, state and federal benefits and/or incentives so long as such benefits and incentives have no adverse impact on the amount of property tax increment revenues generated by the District.
4. **CONDITIONS:** In consideration for the commitments presented by the Participant, the Agency agrees to continue to proceed with reimbursement for 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. In order to receive reimbursement, the Participant (or agents thereof) shall complete the Agency Funded Public Improvements described in **Exhibit B** and any attachments to **Exhibit B**. However, it is understood that Participant is not required to complete the improvements.
 - 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 per 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 and dedication of the improvement(s) to the City of Post Falls, and the availability of tax increment revenues for the District.

- 4.6. The Participant has tendered to the Agency costs for design and adoption of the Plan in the amount of \$15,000.00, which amount shall be considered a reimbursable Participant Advance, as hereinafter described.
- 4.7. In order to receive reimbursement, the Participant shall complete the Improvements on or before the 16th day of October, 2038.
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 Participant Advances.
6. REIMBURSEMENT OF PARTICIPANT ADVANCES: The Participant shall be entitled to reimbursement of 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 Participant Advances from the tax increment revenues of the District and in order of approval by the Agency of any other project obligation within the District, unless otherwise agreed to in writing. 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. To reimburse the Agency for the costs of amending the Plan and/or any remaining unpaid costs of designing or adopting the Plan.
 - 6.2.2. For the 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. For the repayment of any debt of the District disclosed to the Participant upon the execution of this Agreement.
 - 6.2.4. For the reimbursement of other proponents in the District that have orders of approval that predate the order of approval authorizing the Participant's reimbursement. For the purposes of this Agreement, it is agreed that no other proponent of the District has an approved order which predates the Participant.
 - 6.2.5. To the reimbursement of 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 the Addendum to Policy No. 7, which establishes revised reimbursement parameters for Urban Renewal Districts created after August 1, 2018 and Policy No. 18 governing reimbursement for "soft costs". Notwithstanding any other provision of this Agreement or what is represented in the Exhibits hereto, reimbursement of Participant Advances for Agency Funded Public Improvements shall be made in full compliance with all of the Agency's Policies.

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, provided such is exercised in a commercially reasonable manner, to make adjustments to the Plan, in good faith, 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, defend, and hold harmless the Agency, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performance or activities of Participant, Participant's agents, employees, or representatives under this Agreement.
- 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 Participant agrees at the appropriate time to convey title to the Agency Funded Public Improvements to the Agency, the City or another governmental entity. As long as the Improvements comply with the terms and provisions of this Agreement, the Agency agrees to accept such dedication.
- 8.5. The Parties agree that this Agreement does not establish a partnership or joint venture relationship between the Parties.
- 8.6. 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 (with whom the Participant has transferred rights in the subject property or a portion thereof) so that the Agency's direct involvement with such third parties will be limited as much as possible.
- 8.7. 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.

- 8.8. 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.
- 8.9. The Parties agree that this Agreement is the entire agreement between the Parties, and is binding upon their successors and assigns.
- 8.10. 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: _____


Jerry Baltzell, Chairman

BEYOND GREEN, INC.
an Idaho Corporation

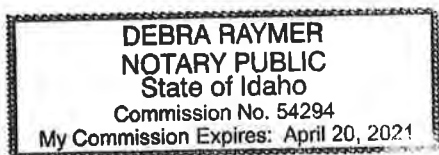
By: _____


Gerald V. Dicker, President

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of February, 2019, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared Jerry Baltzell, proved to me on the basis of satisfactory evidence to be the Chairman 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.



Debra Raymer
Debra Raymer
NOTARY PUBLIC FOR IDAHO
Residing at Post Falls Idaho
My Commission Expires 4-20-21

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

See attached acknowledgment

On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of California, personally appeared Gerald V. Dicker, proved to me on the basis of satisfactory evidence to be the President of Beyond Green, Inc. that executed the instrument or the person who executed the instrument on behalf of the Corporation and acknowledged to me that such Corporation executed the same.

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

NOTARY PUBLIC FOR CALIFORNIA
Residing at _____
My Commission Expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of ORANGE)
 On February 12th, 2019 before me, Devon Denise Cox, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Gerald V. Dicker
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Devon Denise Cox
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Owner Participation and Reimbursement Agreement Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: Signer for

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gerald V. Dicker

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Beyond Green, Inc.

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT A-2 LEGAL DESCRIPTION

(NOTE: THIS LEGAL DESCRIPTION IS NOT INTENDED TO BE USED FOR CONVEYANCE PURPOSES)

PARCEL 1:

The NW1/4 of the NE1/4 of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, excepting therefrom any portion lying within the Hayden Avenue right-of-way.

Containing 39.80 acres, more or less.

PARCEL 2:

The NE1/4 of the NE1/4 of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, excepting therefrom any portion lying within the Hayden Avenue and Idaho State Highway 41 rights-of-way.

Containing 38.36 acres, more or less.

PARCEL 3:

The SW1/4 of the NE1/4 of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, excepting therefrom any portion lying within the 100 foot strip of land described in the deed to Coeur d'Alene and Pend O'Reille Railway Company, recorded May 24, 1910 in Book 37 of Deeds, Page 399, records of Kootenai County, Idaho.

Containing 37.16 acres, more or less.

PARCEL 4:

The SE1/4 of the NE1/4 of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, excepting therefrom any portion lying within the Idaho State Highway 41 right-of-way and the 100 foot strip of land described in the deed to Coeur D'Alene and Pend O'Reille Railway Company, recorded May 24, 1910 in Book 37 of Deeds, Page 399, records of Kootenai County, Idaho.

Containing 38.73 acres, more or less.

PARCEL 5:

The W1/2 of the SE1/4 of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, excepting therefrom any portion lying within the Prairie Avenue right-of-way.

Containing 79.19 acres, more or less.

PARCEL 6:

The E1/2 of the SE1/4 of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, City of Post Falls, Idaho, lying southwesterly of the southwesterly right-of-way line of the Spokane International Railroad.

EXCEPTING THEREFROM any portion lying within the Prairie Avenue and Idaho State Highway 41 rights-of-way.

ALSO EXCEPTING THEREFROM a tract of land located in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, and being more particularly described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24; thence along the South line of Section 24, North 88°44'37" West, a distance of 50.01 feet to the West right-of-way line of State Highway No. 41; thence parallel with the East line of Section 24, along the West right-of-way line of State Highway No. 41, North 00°17'26" East, a distance of 1,400.16 feet to a set iron rod and cap marking the POINT OF BEGINNING;

thence parallel with the South line of Section 24, North 88°44'37" West, a distance of 554.89 feet to a set iron rod and cap;

thence parallel with the East line of Section 24, North 00°17'26" East, a distance of 911.69 feet to a set iron rod and cap on the Southwesterly right-of-way line of the Spokane International Railroad;

thence along the Southwesterly right-of-way line of the Spokane International Railroad, South 64°23'30" East, a distance of 613.77 feet to a set iron rod and cap on the West right-of-way line of State Highway No. 41;

thence parallel with the East line of Section 24, along the West right-of-way line of State Highway No. 41, South 00°17'26" West, a distance of 658.58 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a parcel of land in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

BEGINNING at a point on the South line of said Southeast Quarter from which the Southeast corner of said Section 24 bears South 88°44'37" East, 50.01 feet; thence along said South line, North 88°44'37" West, 466.72 feet; thence North 00°17'35" East, 466.72 feet; thence South 88°44'37" East, 466.72 feet; thence South 00°17'35" West, 466.72 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a tract of land in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, and being described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24; thence along the South line of Section 24, North 88° 44' 37" West, a distance of 516.73 feet; thence parallel with the East line of Section 24, North 00° 17' 26" East, a distance of 30.00 feet to a found iron rod and cap marking the POINT OF BEGINNING and the North right-of-way line of Prairie Avenue; thence along the North right-of-way line of Prairie Avenue and parallel with the South line of Section 24, North 88° 44' 37" West, 498.72 feet to a set iron rod and cap;

thence parallel with the East line of Section 24, North 00° 17' 26" East, a distance of 436.72 feet to a set iron rod and cap;

thence parallel with the South line of Section 24, South 88° 44' 37" East, a distance of 498.72 feet to a found iron rod and cap;

thence parallel with the East line of Section 24, South 00° 17' 26" West, a distance of 436.72 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a tract of land located in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, and being described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24; thence along the South line of Section 24, North 88° 44' 37" West, a distance of 50.01 feet to the West right-of-way line of State Highway No. 41; thence parallel with the East line of Section 24, and along the West right-of-way line of State Highway No. 41, North 00° 17' 26" East, a distance of 933.44 feet to a found iron rod and cap marking the POINT OF BEGINNING;

thence parallel with the South line of Section 24, North 88° 44' 37" West, a distance of 466.72 feet to a found iron rod and cap;

thence parallel with the East line of Section 24, North 00° 17' 26" East, a distance of 466.72 feet to a found iron rod and cap;

thence parallel with the South line of Section 24, South 88° 44' 37" East, a distance of 466.72 feet to a found iron rod and cap on the West right-of-way line of State Highway No. 41;

thence parallel with the East line of Section 24 and along the West right-of-way line of State Highway No. 41, South 00° 17' 26" West, a distance of 466.72 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a tract of land located in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24; thence along the South line of Section 24, North 88° 44' 37" West, A distance of 50.01 feet to the West line of State Highway No. 41;

thence parallel with the East line of Section 24 and along the West right-of-way line of State Highway 41, North 00° 17' 26" East, a distance of 466.72 feet to a found iron rod and cap marking the POINT OF BEGINNING;

thence parallel with the South line of Section 24, North 88° 44' 37" West, a distance of 466.72 feet to a found iron rod and cap;

thence parallel with the East line of Section 24, North 00° 17' 26" East, a distance of 466.72 feet to a found iron rod and cap;

thence parallel with the South line of Section 24, South 88° 44' 37" East, a distance of 466.72 feet to a found iron rod and cap on the West right-of-way line of State Highway No. 41;

thence parallel with the East line of Section 24 and along the West right-of-way line of State Highway No. 41, South 00° 17' 26" West, a distance of 466.72 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a strip of land located in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24; thence North 88° 44' 37" West, a distance of 516.73 feet to a point; thence North 00° 17' 26" East, a distance of 466.72 feet to a found 5/8 inch iron rod and cap marking the POINT OF BEGINNING;

thence North 88° 44' 37" West, a distance of 94.01 feet to found 5/8 inch iron rod and cap;

thence North 00° 17' 26" East, a distance of 933.44 feet to found 5/8 inch iron rod and cap;

thence South 88° 44' 37" East, a distance of 94.01 feet to found 5/8 inch iron rod and cap;

thence South 00° 17' 26" West, a distance of 933.44 feet to the POINT OF BEGINNING.

Containing 36.84 acres, more or less.

PARCEL 7:

That portion of the Northeast Quarter of the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, City of Post Falls, State of Idaho, lying northeasterly of the northeasterly right-of-way line of the Spokane International Railroad, Kootenai County, City of Post Falls, State of Idaho, EXCEPTING THEREFROM any portion lying within the State Highway No. 41 right-of-way.

Containing 5.29 acres, more or less.

PARCEL 8:

A tract of land located in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, City of Post Falls, Idaho, and being more particularly described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24; thence along the South line of Section 24, North 88° 44' 37" West, a distance of 50.01 feet to the West right-of-way line of State Highway No. 41; thence parallel with the East line of Section 24, along the West right-of-way

line of State Highway No. 41, North $00^{\circ}17'26''$ East, a distance of 1,400.16 feet to a set iron rod and cap marking the POINT OF BEGINNING;

thence parallel with South line of Section 24, North $88^{\circ}44'37''$ West, a distance of 554.89 feet to a set iron rod and cap;

thence parallel with the East line of Section 24, North $00^{\circ}17'26''$ East, a distance of 911.69 feet to a set iron rod and cap on the Southwesterly right-of-way line of the Spokane International Railroad;

thence along the Southwesterly right-of-way line of the Spokane International Railroad, South $64^{\circ}23'30''$ East, a distance of 613.77 feet to a set iron rod and cap on the West right-of-way line of State Highway No. 41;

thence parallel with the East line of Section 24, along the West right-of-way line of State Highway No. 41, South $00^{\circ}17'26''$ West, a distance of 658.58 feet to the POINT OF BEGINNING.

Containing 9.91 acres, more or less.

PARCEL 9:

That portion of Government Lots 3 and 4 and the SE1/4 of the SW1/4 of Section 19, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows:

COMMENCING at the southwest corner of said Section 19 (from which the South 1/4 corner of said Section 19, bears South $88^{\circ}29'46''$ East, a distance of 2,633.42 feet); thence North $50^{\circ}47'29''$ East, a distance of 84.32 feet, more or less, to the intersection of the existing northerly right-of-way line of Prairie Avenue and the existing easterly right-of-way line of State Highway 41, said point also being the POINT OF BEGINNING;

thence South $88^{\circ}29'46''$ East along the northerly right-of-way line of said Prairie Avenue, a distance of 1,294.03 feet, more or less, to the East line of that certain parcel of land as described in Warranty Deed dated December 29, 2016, recorded as Instrument Number 2577376000, records of Kootenai County, Idaho;

thence North $00^{\circ}59'01''$ East along said East line, a distance of 743.42 feet;

thence North $88^{\circ}08'26''$ West, a distance of 596.94 feet;

thence 223.03 feet along the arc of a curve to the right, having a radius of 200.00 feet, through a central angle of $63^{\circ}53'37''$, said curve having a long chord which bears North $56^{\circ}11'37''$ West a chord distance of 211.65 feet;

thence North $24^{\circ}14'48''$ West, a distance of 545.35 feet;

thence 225.95 feet along the arc of a curve to the left, having a radius of 200.00 feet, through a central angle of $64^{\circ}43'49''$, said curve having a long chord which bears North $56^{\circ}36'43''$ West a chord distance of 214.12 feet;

thence North $88^{\circ}58'37''$ West, a distance of 105.00 feet, more or less, to the easterly right-of-way line of said State Highway 41;

thence South $01^{\circ}01'23''$ West along said right-of-way line, a distance of 1,463.66 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING THEREFROM the south 35 feet of the west 600 feet and west 95 feet of the above-described parcel.

Containing 25.19 acres, more or less.

PARCEL 10:

A parcel of land being a portion of the East $1/2$ of the Southwest Quarter and a portion of Government Lots 3 and 4, lying in Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the Southwest corner of said Section 19, marked by a rail road spike in monument case, from which the South Quarter corner of said Section 19, bears $S88^{\circ}29'45''E$ a distance of 2633.37 feet;

Thence, $N60^{\circ}04'25''E$ a distance of 57.53 feet to the intersection of the existing North right-of-way line of Prairie Avenue and the existing East right-of-way line of State Highway 41, said point being the True Point of Beginning, for this description;

Thence, along said existing east right-of-way line of State Highway 41, $N01^{\circ}01'17''E$ a distance of 1983.37 feet to the intersection of the south railroad right-of-way line;

Thence, along said South right-of-way line, $S63^{\circ}38'33''E$ a distance of 1447.31 feet to a point;

Thence, leaving said right-of-way line, $S00^{\circ}59'01''W$ a distance of 1375.06 feet to a point on the existing North right-of-way line of Prairie Avenue;

Thence, along said North right-of-way line, $N88^{\circ}29'45''W$ a distance of 1309.05 feet to the True Point of Beginning.

EXCEPTING THEREFROM THE FOLLOWING:

That portion of Government Lots 3 and 4 and the $SE1/4$ of the $SW1/4$ of Section 19, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows:

COMMENCING at the southwest corner of said Section 19 (from which the South $1/4$ corner of said Section 19, bears South $88^{\circ}29'46''$ East, a distance of 2633.42 feet); thence North $50^{\circ}47'29''$ East, a distance of 84.32 feet, more or less, to the intersection of the existing northerly right-of-way line of Prairie Avenue and the existing easterly right-of-way line of State Highway 41, said point also being the POINT OF BEGINNING;

thence South $88^{\circ}29'46''$ East along the northerly right-of-way line of said Prairie Avenue, a distance of 1,294.03 feet, more or less, to the East line of that certain parcel of land as described in Warranty Deed dated December 29, 2016, recorded as Instrument Number 2577376000, records of Kootenai County, Idaho;

thence North $00^{\circ}59'01''$ East along said East line, a distance of 743.42 feet;

thence North $88^{\circ}08'26''$ West, a distance of 596.94 feet;

thence 223.03 feet along the arc of a curve to the right, having a radius of 200.00 feet, through a central angle of $63^{\circ}53'37''$, said curve having a long chord which bears North $56^{\circ}11'37''$ West a chord distance of 211.65 feet;

thence North $24^{\circ}14'48''$ West, a distance of 545.35 feet;

thence 225.95 feet along the arc of a curve to the left, having a radius of 200.00 feet, through a central angle of $64^{\circ}43'49''$, said curve having a long chord which bears North $56^{\circ}36'43''$ West a chord distance of 214.12 feet;

thence North $88^{\circ}58'37''$ West, a distance of 105.00 feet, more or less, to the easterly right-of-way line of said State Highway 41;

thence South $01^{\circ}01'23''$ West along said right-of-way line, a distance of 1,463.66 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING THEREFROM: the south 35 feet of the west 600 feet and west 95 feet of the above-described parcel.

Containing 23.8 acres, more or less.

PARCEL 11:

The East half of the Southwest quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

EXCEPT the West half of the Southeast quarter of the Southwest quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.



THE
LANGDON
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a JUB Company



GATEWAY
MAPPING
INC.
a JUB Company

OTHER J-U-B COMPANIES

J-U-B ENGINEERS, Inc.

7825 Meadowlark Way

Coeur d'Alene, ID 83815

(208) 762-8787

ENGINEER'S OPINION OF PROBABLE COST

PRELIMINARY

PROJECT:

ZONE A - Public Infrastructure Cost Estimate - Inland NW Technology Park (TM Zoning)

DATE:

July 2018

PROJECT DESCRIPTION:

Public Infrastructure, including roadways, water, sanitary sewer, etc.

CLIENT:

PREPARED BY:

ETH

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QNTY	UNIT	UNIT PRICE	TOTAL COST
Roadways					
1	Asphalt and Base	65,500	SY	\$ 20	\$ 1,310,000
2	Ballast (12" depth)	45,000	TON	\$ 16	\$ 720,000
3	Curb	32,000	LF	\$ 25	\$ 800,000
4	Sidewalk/Trail	35,000	LF	\$ 40	\$ 1,400,000
5	Swale	32,000	LF	\$ 20	\$ 640,000
6	Hwy 41 - 3/4 Movement Turn Lanes (south)	1	LS	\$ 200,000	\$ 200,000
7	Hwy 41 - Traffic Signal (Harvest)	1	LS	\$ 600,000	\$ 600,000
8	Hwy 41 - 3/4 Movement Turn Lanes (Orchard)	1	LS	\$ 200,000	\$ 200,000
9	City Pedestrian Facility - West side of Hwy 41	2,600	LF	\$ 100	\$ 260,000
10	Prairie Ave - Traffic Signal (Charleville)	1	LS	\$ 600,000	\$ 600,000
11	Prairie Ave - Traffic Signal (Cecil)	1	LS	\$ 600,000	\$ 600,000
12	Cecil Rd - UPRR Crossing	1	LS	\$ 400,000	\$ 400,000
Utilities					
13	10" Sewer Main	1,000	LF	\$ 65	\$ 65,000
14	8" Sewer Main	10,000	LF	\$ 55	\$ 550,000
15	12" Water Main	15,000	LF	\$ 55	\$ 825,000
16	Underground "Dry" Utilities	1	LS	\$ 300,000	\$ 300,000
17	20" Well, Wellhouse, Pump, Controls, etc.	1	LS	\$ 750,000	\$ 750,000
18	Electrical Transmission Lines	1	LS	\$ 1,000,000	\$ 1,000,000
19	Electrical Substation	1	LS	\$ 9,000,000	\$ 9,000,000

SUBTOTAL \$ **20,220,000**

Construction Contingency (30%): \$ 6,066,000

Planning / Design / CMS (25%): \$ 5,055,000

TOTAL PROBABLE COST (2018 DOLLARS) \$ 31,341,000

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry. CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein. CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.



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OTHER J-U-B COMPANIES

J-U-B ENGINEERS, Inc.

7825 Meadowlark Way
Coeur d'Alene, ID 83815
(208) 762-8787

ENGINEER'S OPINION OF PROBABLE COST

PRELIMINARY

PROJECT: ZONE B - Public Infrastructure Cost Estimate - Inland NW Technology Park (CCS Zoning) **DATE:** July 2018

PROJECT DESCRIPTION:
Public Infrastructure, including roadways, water, sanitary sewer, etc.

CLIENT: **PREPARED BY:**
ETH

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QNTY	UNIT	UNIT PRICE	TOTAL COST
Roadways					
1	Asphalt and Base	35,000	SY	\$ 22	\$ 770,000
2	Ballast (12" depth)	24,000	TON	\$ 16	\$ 384,000
3	Curb	16,000	LF	\$ 25	\$ 400,000
4	Sidewalk/Trail	16,000	LF	\$ 40	\$ 640,000
5	Swale	16,000	LF	\$ 20	\$ 320,000
6	City Pedestrian Facility - West side of Hwy 41	1,300	LF	\$ 100	\$ 130,000
7	Hwy 41 - 3/4 Movement Turn Lanes	1	LS	\$ 200,000	\$ 200,000
Utilities					
8	10" Sewer Main	5,000	LF	\$ 65	\$ 325,000
9	8" Sewer Main	1,400	LF	\$ 55	\$ 77,000
10	12" Water Main	2,600	LF	\$ 55	\$ 143,000
11	Underground "Dry" Utilities	1	LS	\$ 100,000	\$ 100,000
SUBTOTAL					\$ 3,489,000
Construction Contingency (30%):					\$ 1,047,000
Planning / Design / CMS (25%):					\$ 872,000
TOTAL PROBABLE COST (2018 DOLLARS)					\$ 5,408,000

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry. CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein. CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.



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ENGINEER'S OPINION OF PROBABLE COST

PRELIMINARY

PROJECT:

ZONE C - Public Infrastructure Cost Estimate - Shopping Center

DATE:

July 2018

PROJECT DESCRIPTION:

Public Infrastructure, including roadways, water, sanitary sewer, etc.

CLIENT:

PREPARED BY:

ETH

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QNTY	UNIT	UNIT PRICE	TOTAL COST
Roadways					
1	Asphalt and Base	12,000	SY	\$ 22	\$ 264,000
2	Ballast (12" depth)	8,200	TON	\$ 16	\$ 131,200
3	Curb	4,600	LF	\$ 25	\$ 115,000
4	Sidewalk	4,600	LF	\$ 40	\$ 184,000
5	Swale	4,600	LF	\$ 20	\$ 92,000
6	Hwy 41 - 3/4 Movement Turn Lanes	1	LS	\$ 200,000	\$ 200,000
7	Prairie Avenue - Frontage Improvements	1	LS	\$ 150,000	\$ 150,000
8	Prairie Avenue - Signal at Zorros Road	1	LS	\$ 500,000	\$ 500,000
Utilities					
9	12" Sewer Main	5,000	LF	\$ 75	\$ 375,000
10	12" Water Main	2,600	LF	\$ 55	\$ 143,000
11	Underground "Dry" Utilities	1	LS	\$ 100,000	\$ 100,000
SUBTOTAL					\$ 2,254,000
Construction Contingency (30%):					\$ 676,000
Planning / Design / CMS (25%):					\$ 564,000
TOTAL PROBABLE COST (2018 DOLLARS)					\$ 3,494,000

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry. CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein. CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

APPENDIX A – Project Costs

The following Engineer's opinion of probable costs are calculated in 2018 dollars:

Priority 1 Projects – INTP and Shopping Center Public Infrastructure

Zone A	Public infrastructure including curb, roadways, sidewalk/trail, traffic Signals @ Hwy 41 and Harvest, Prairie and Charleville and Prairie and Cecil, City pedestrian facility, $\frac{3}{4}$ movement turn lanes, UPRR crossing, water, sanitary sewer, underground "dry" utilities, well, electrical transmission lines, electrical substation, etc.	\$ 31,341,000
Zone B	Public infrastructure including curb, roadways, sidewalk/trail, City pedestrian facility (west of Hwy 41), $\frac{3}{4}$ movement turn lanes, water, sanitary sewer, underground "dry" utilities, etc.	\$ 5,408,000
Zone C	Public infrastructure including curb, roadways, sidewalk, $\frac{3}{4}$ movement turn lanes, Prairie Avenue frontage improvements, traffic signal @ Prairie and Zorros, water, sanitary sewer, underground "dry" utilities, etc.	\$ 3,494,000

Priority 2 Projects

Meyer Alternative – North		\$ 300,000
	Additional cost to upsize from planned 10" to 15" at deeper depth	
Hwy 41 Pedestrian Tunnel		\$ 1,300,000
	Pedestrian tunnel at location of existing RR crossing on Hwy 41 North of Prairie Avenue	
City – Rails to Trails		\$ 200,000
	Multi-modal pedestrian facility on existing RR grade – east of Hwy 41 and north of Shopping Center	
Foxtail Streets	Additional street width for "Collector" streets (wider than typical development)	\$ 500,000
Entertainment Venue		\$ 5,000,000
	Public/private entertainment venue	