



Rathdrum

Urban Renewal Agenda

May 6, 2020

6:00 p.m.

Location: City Council Chamber
8047 W. Main Street
Rathdrum, ID 83858
(208) 687-0261

WELCOME-PLEASE TURN OFF CELL PHONES- Thank You.

- 1) CALL THE MEETING TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) **ACTION ITEM:** CONSENT CALENDAR APPROVAL
 - A) Approve February 5, 2020 Minutes
 - B) Monthly Bills as Presented
- 5) **ACTION ITEM:** CONSIDERATION OF OWNER PARTICIPATION AGREEMENT BETWEEN RATHDRUM URBAN RENEWAL AGENCY AND BEYOND GREEN, INC. FOR THE WEST RATHDRUM INDUSTRIAL PARK PROJECT AND ADOPT RESOLUTION AS SUCH.
- 6) ADJOURN



Rathdrum

Urban Renewal Minutes

February 5, 2020

6:00 p.m.



Location: City Council Chamber
8047 W. Main Street
Rathdrum, ID 83858
(208) 687-0261

WELCOME-PLEASE TURN OFF CELL PHONES- Thank You.

1) CALL THE MEETING TO ORDER

Meeting called to order at 6:03 pm

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

PRESENT: Destry Randles, Brett Seright, Paul Matthews, Mark Worthen

ABSENT: Liz St. Mark

STAFF: City Administrator Duce, Deputy Clerk Morrell and Attorney Megan Conrad with Elam & Burke via phone.

4) **ACTION ITEM:** CONSENT CALENDAR APPROVAL

A) Approve December 4, 2019 Minutes

B) Monthly Bills as presented

Motion made by Destry Randles to approve the December 4, 2019 meeting minutes with correction (typo) of November 20109 to November 2019 and to approve the Monthly Urban Renewal Bills as presented. Motion seconded by Bret Seright.

Motion passed by all present.

Absent: Liz St. Mark

5) Discussion of the Silverado Urban Renewal Plan

City Administrator, Duce explained there were some questions that arose on the zoning of the project in the plan that were brought to his attention late this afternoon before the meeting. Duce stated, we need to get those questions answered before we approve the plan. He suggested we go through the plan as planned, but we do not need to make any motion to approve the resolution at this time. We will bring it back to the meeting in March. The questions came from the City Staff. Duce explained the questions and where they were on the plan. He explained it on Attachment 4 of the Plan. The R-3 section is where the apartments that Bob Head is currently working on with Planning & Zoning and moving forward on. That is the year 1 project and there are no problems with that. Plan year 9 shows there is another set of apartments located in that Industrial District. That Industrial District area does not permit outright apartment buildings, according to staff today. They may need a conditional permit. We are going to dig a little deeper on that question to make sure that it doesn't create an issue with Planning & Zoning when the plan goes to them to see that it matches the Comp Plan. Rather than pass a resolution to adopt the plan and then find out, it's red flagged for Planning & Zoning and then creates a red flag for the City Council, we want to get it figured out and resolved first.

Duce stated that he and Megan looked at whether this plan was still feasible to accomplish without those apartments. According to the feasibility done by Tom Lien, the answer is yes, but it pushes it out close to the 20th year. Prior to this, we were at the 13th or 14th year, so it would extend that out, which then creates a possible rift for the Developer. It would be nicer to see it happen in year 13 and not have to worry about year 20 coming along and having enough money to pay it back. It would still be up to the Developer to give the final go ahead on that. We wanted to make sure all those questions were answered, that is why we want to remove Action Item #6 off the agenda for tonight. We decided since everyone is here, we will go through the plan and you can take it home and review it and in March after everyone has had time to review it, you can come back with any questions. We can answer those questions, if there are no questions, we can move forward with the resolution.

Megan with Elam & Burke went through the Silverado Urban Renewal Plan stating what is in the plan and what information is required by state law. She gave clarification that the plan provides a basic framework with how development is anticipated to occur within the boundaries of the project area. She gave an overview of the plan and pointed out sections of the plan that should be reviewed and studied for clarification of the plan.

6)) **ACTION ITEM: CONSIDERATION OF THE RESOLUTION TO ADOPT THE SILVERADO URBAN RENEWAL PLAN**

No action taken on the Resolution to Adopt the Silverado Urban Renewal Plan, it will be added to the March 4, 2020 Agenda.

7) ADJOURN

Meeting was adjourned at 6:58 pm.

Destry Randles, Chair

Attest:

Lorrann D. Morrell, Deputy Clerk

Rathdrum City Hall is an ADA accessible building. Assistance for persons with disabilities will be provided upon 24-hours' notice prior to the meeting.

Report Criteria:

[Report] Vendor Number = 690

Due Date	Discount Lost Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt
05/04/2020		690	ELAM & BURKE ATTORN	184348	2,264.50	.00	.00	2,264.50			
05/04/2020		690	ELAM & BURKE ATTORN	184859	77.00	.00	.00	77.00			
Grand Totals:				2	2,341.50	.00	.00	2,341.50			

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
05/04/2020	2,341.50	.00	.00	2,341.50	2,341.50
Grand Totals:	2,341.50	.00	.00	2,341.50	

RESOLUTION NO. 2020-001

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF RATHDRUM, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF RATHDRUM, IDAHO, AUTHORIZING AGENCY TO ENTER INTO AN OWNER PARTICIPATION AGREEMENT WITH BEYOND GREEN, INC.; AUTHORIZING THE CHAIR OR VICE CHAIR AND THE SECRETARY OF AGENCY TO TAKE APPROPRIATE ACTION; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Rathdrum, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), a duly created and functioning urban renewal agency for Rathdrum, Idaho, hereinafter referred to as the “Agency.”

WHEREAS, the Rathdrum City Council adopted its Ordinance No. 583 on November 13, 2019, approving the Urban Renewal Plan for the West Rathdrum Urban Renewal Project (hereinafter the “Urban Renewal Plan”) to be administered by the Agency;

WHEREAS, Beyond Green, Inc. (“Participant”) owns and controls two parcels totaling approximately 334 undeveloped acres zoned Industrial and R-3 (Multi-Family Residential – High Density) located outside of the downtown core in the southwest part of the city of Rathdrum (the “City”). The Industrial zone additionally allows all principal uses permitted outright in C1 and C2 Commercial zoning districts. The parcels are generally located south of Lancaster Road, north of W. Wyoming Road and east and west of Greensferry Road. The proposed Rathdrum Industrial Park 1 is partially bounded by W. Lancaster Road to the north and N. Greensferry to the west, including the adjacent roadways. This area may be referred to as “Site 1.” The proposed Rathdrum Industrial Park 2 is partially bounded by OK Corral Road on the north, North Greensferry Road to the east, and W. Wyoming road to the south, including the adjacent roadways. This area may be referred to as “Site 2.” (Hereinafter, Site 1 and Site 2 may collectively be referred to as the “Site” as defined below.);

WHEREAS, Participant intends on constructing certain public improvements including water and sewer system improvements (which may be situated outside of the Site, although Participant is not obligated to construct any off-Site improvements), electrical system improvements, new collector and arterial streets, and improvements to existing roadways and intersections in conjunction with the development of new commercial and industrial projects on the Site, together with high-density residential projects (the “Project”);

WHEREAS, the Urban Renewal Plan authorizes the Agency to use revenue allocation

financing to fund specific projects and improvements to implement the Urban Renewal Plan;

WHEREAS, the Urban Renewal Plan authorizes the Agency to enter into owner participation agreements to implement the Urban Renewal Plan;

WHEREAS, Agency and Participant have negotiated the major terms of Agency's participation in the funding of certain improvements to the public infrastructure and other eligible expenses (collectively the "Agency Funded Public Improvements");

WHEREAS, the Agency Funded Public Improvements implement several objectives outlined in the Urban Renewal Plan;

WHEREAS, as a result of Participant's agreement to construct the Agency Funded Public Improvements, Participant's commitment to comply with the terms of the Urban Renewal Plan, and Agency's commitment to reimburse Participant in compliance with the Urban Renewal Plan, the Parties deem it necessary to enter into an Owner Participation Agreement to define their respective obligations;

WHEREAS, Participant and the City intend to enter into one or more development agreements, setting forth certain obligations by the Participant concerning the public improvements related to Participant's project;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Owner Participation Agreement, attached hereto as Exhibit A, and to authorize the Chair or Vice-Chair to execute and the Secretary to attest the Owner Participation Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF RATHDRUM, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Owner Participation Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the Owner Participation Agreement.

Section 3. That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the Owner Participation Agreement and to execute all necessary documents required to implement the actions contemplated by the Owner Participation Agreement, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Owner Participation Agreement or other documents are acceptable, upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Owner Participation Agreement and the comments

and discussions received at the May 6, 2020, Agency Board meeting; Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Rathdrum, Idaho, on May 6, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on May 6, 2020.

APPROVED:

By _____
Chair of the Board

ATTEST:

By Secretary

OWNER PARTICIPATION AGREEMENT

By and Between

The Urban Renewal Agency of the City of Rathdrum also known as the Rathdrum
Urban Renewal Agency

and

Beyond Green, Inc.

for the

WEST RATHDRUM INDUSTRIAL PARK PROJECT

OWNER PARTICIPATION AGREEMENT

THIS OWNER PARTICIPATION AGREEMENT (hereinafter "Agreement") is entered into by and between the Urban Renewal Agency of the City of Rathdrum, also known as the Rathdrum Urban Renewal Agency, an independent public body, corporate and politic (hereinafter "Agency"), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the "Law"), and undertaking projects under the authority of the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the "Act"), and Beyond Green, Inc., an Idaho corporation authorized to do business in the State of Idaho (hereinafter "Participant"), collectively referred to as the "Parties" and each individually as "Party," on the terms and provisions set forth below.

RECITALS

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

WHEREAS, the Rathdrum City Council adopted its Ordinance No. 575 on November 13, 2019, approving the Urban Renewal Plan for the West Rathdrum Urban Renewal Project (hereinafter the "Urban Renewal Plan");

WHEREAS, Participant owns and controls two parcels totaling approximately 334 undeveloped acres zoned Industrial and R-3 (Multi-Family Residential – High Density) located outside of the downtown core in the southwest part of the City of Rathdrum (the "City"). The Industrial zone additionally allows all principal uses permitted outright in C1 and C2 Commercial zoning districts. The parcels are generally located south of Lancaster Road, north of W. Wyoming Road and east and west of Greensferry Road. The proposed Rathdrum Industrial Park 1 is partially bounded by W. Lancaster Road to the north and N. Greensferry to the west, including the adjacent roadways. This area may be referred to as "Site 1." The proposed Rathdrum Industrial Park 2 is partially bounded by OK Corral Road on the north, North Greensferry Road to the east, and W. Wyoming road to the south, including the adjacent roadways. This area may be referred to as "Site 2." (hereinafter, Site 1 and Site 2 may collectively be referred to as the "Site" as defined below);

WHEREAS, Participant intends on constructing water and sewer system improvements (which may be situated outside of the Site, although Participant is not obligated to construct any off-Site improvements), electrical system improvements, new collector and arterial streets, and improvements to existing

roadways and intersections in conjunction with the development of new commercial and industrial projects on the Site, together with high-density residential projects (the "Project");

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

WHEREAS, the Urban Renewal Plan authorizes the Agency to enter into owner participation agreements to implement the Urban Renewal Plan;

WHEREAS, Agency and Participant have negotiated the major terms of Agency's participation in the funding of certain improvements to the public infrastructure and other eligible expenses (collectively the "Agency Funded Public Improvements");

WHEREAS, the Agency Funded Public Improvements implement several objectives outlined in the Urban Renewal Plan;

WHEREAS, as a result of Participant's agreement to construct the Agency Funded Public Improvements, Participant's commitment to comply with the terms of the Urban Renewal Plan, and Agency's commitment to reimburse Participant in compliance with the Urban Renewal Plan, the Parties deem it necessary to enter into this Owner Participation Agreement to define their respective obligations;

WHEREAS, Participant and the City intend to enter into one or more development agreements (the "City Development Agreement"), setting forth certain obligations by the Participant concerning the public improvements related to Participant's project;

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

I. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed) and shall continue until all obligations of each Party are complete, or December 31, 2039, whichever is earlier.

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement, and Interest

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

The purpose of this Agreement is to effectuate the Urban Renewal Plan by providing for the reimbursement of constructed public improvements, as generally identified in Attachment 3, on or adjacent to the Site. Additionally, this Agreement provides for the reimbursement of certain mutually consented to public improvements which may be constructed off-Site and required by development occurring on the Site that cannot reasonably be located on the Site, such as certain sewer and water system improvements, including but not limited to a new water tank and LS#4 basin wastewater improvements.

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

B. The Plan

This Agreement is subject to the provisions of the Urban Renewal Plan.

C. The Project Area

The Urban Renewal Project Area ("Project Area") is located in the City, and the exact boundaries of the Project Area are the same as the boundaries of the Site.

D. The Site

The Site is the entirety of the Project Area shown on the "Map of the Site," attached to this Agreement as Attachment 1 which is incorporated herein by reference, and as more particularly described in the "Legal Description" of the Site, attached hereto as Attachment 2 which is incorporated herein by reference.

E. Agency Participation Policy

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

F. Parties to This Agreement

1. Agency

The Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Law and the Act. The office of the Agency is located at Rathdrum City Hall, 8047 W. Main Street, Rathdrum, Idaho 83858. "Agency," as used in this Agreement, includes the Urban Renewal Agency and any assignee of or successor to its rights, powers, and responsibilities.

2. Participant

The Participant is Beyond Green, Inc., an Idaho corporation. The principal address of the Participant is 909 W. 1st Avenue, Ste. B, Spokane, Washington, 99201-4001.

Whenever the term "Participant" is used herein, such term shall include any assignee or successor in interest approved or consented to by the Agency, which consent should not be unreasonably withheld. The Participant qualifies as an "owner participant" as that term is used in the Urban Renewal Plan.

G. The Private Development and City Agreements

1. The Private Development

The Private Development shall mean the development undertaken by Participant or the approved successors or assigns upon the Site. The Private Development consists of the construction of new commercial and industrial projects on the Site, together with high-density residential projects. The Private Development and any further development upon the Site or any portion of the Site shall comply with all the provisions of the Urban Renewal Plan, all applicable City building and zoning ordinances, and any other City Agreements and Approvals as defined in Section II.G(2).

2. City Agreements and Approvals

“City Agreements and Approvals” shall mean those certain agreements between Participant and City, concerning, among other things, any required building permits and other approvals by City for the development of the Private Development on the Site, including any City Development Agreement, as the same may be subsequently negotiated and amended.

Any default by Participant of the City Agreements and Approvals, including but not limited to any and all applicable City ordinances, not cured within any applicable cure period shall constitute a default under this Agreement with the Agency reserving any of its rights and remedies under this Agreement concerning default.

III. IMPROVEMENT OF THE SITE AND AGENCY'S PARTICIPATION

A. Development Design

Participant agrees that the Private Development will be in full compliance with the Urban Renewal Plan, all applicable City building and zoning ordinances, and any City Agreements and Approvals.

B. Cost of Construction

The cost of the Private Development and the Agency Funded Improvements, defined below, shall be borne by the Participant except as otherwise set forth herein.

C. Agency, City, and Other Governmental Agency Permits

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

D. Agency Funded Public Improvements

The Agency Funded Public Improvements are directly related to public infrastructure and are: (a) critical to the development and/or redevelopment of the Site and (b) provide a higher quality of development that should assist Agency in meeting the objectives of the Urban Renewal Plan. Because of the Private Development, which achieves several of the objectives contained within the Urban Renewal Plan, Agency finds that a portion of the public improvements related to Private Development of the Site may be reimbursed by the Agency. Agency finds

that the Agency Funded Public Improvements are in the best public interest and provide for enhanced development of the Site within the Project Area.

In consideration of the terms of this Agreement and subject to certain conditions as contained in this Agreement, Agency agrees to pay the costs of certain approved Agency Funded Public Improvements, inclusive of design and engineering costs, as verified by the Agency. Approved Agency Funded Public Improvements shall include those improvements listed on Attachment 3.

E. Agency Review of Construction Documents

Upon Agency's request, Agency shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Agency Funded Public Improvements (collectively the "Agency Funded Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Agency Funded Public Improvements are constructed consistent with the Agency Funded Public Improvement Construction Documents and are undertaken in a reasonable manner. For purposes of this Section and Section F, below, Participant shall be presumed to have utilized commercially reasonable contracting, budgeting and bidding practices if (1) Participant's general contractor solicits or solicited competitive bids for the Agency Funded Public Improvements pursuant to Title 67, Chapter 28, Idaho Code, as amended (2) the work is performed by Idaho public works licensed contractors, (3) and such work is not performed by an affiliate or subsidiary of Participant.

F. Reimbursement Obligation

1. Amount of Reimbursement

In consideration of Participant's construction of the Agency Funded Public Improvements, Agency, subject to the terms of this Agreement, agrees to reimburse Participant an amount equal to the Actual Eligible Costs, as defined below, of the Agency Funded Public Improvements, not to exceed Forty-Six Million One Hundred Seventeen Thousand One Hundred and 00/100 dollars (\$46,117,100.00), with no interest accruing on the Reimbursement Obligation (defined below).

2. Notification, Inspection, Approval

Upon completion of construction of any category of the Agency Funded Public Improvements associated with the Project and on not less than a quarterly basis during construction, Participant shall notify Agency in writing to request a meeting with the Agency Administrator to determine if the completed Agency Funded Public Improvements meet the requirements of this Agreement (the "Notification of Completion"). Agency shall provide Participant with written confirmation in a form

generally consistent with the Confirmation of Agency Reimbursement form attached hereto as Attachment 4 that the completed Agency Funded Public Improvements are eligible for reimbursement as follows:

- (a) With respect to each Notification of Completion, Participant is responsible for submitting detailed schedule of values, invoices and receipts for work performed as part of the Project, in a form deemed acceptable by the Agency Administrator (the "Cost Documentation") which will permit Agency to determine the Actual Eligible Costs, which shall be the actual costs to construct the Agency Funded Public Improvements, including costs incurred prior to the Effective Date of this Agreement, as approved by the Agency Administrator, including but not limited to those costs incurred pursuant to the Memorandum of Understanding by and between Agency and Participant, dated August 29, 2018 (the "MOU"). Cost Documentation shall include the following:
 - i. An accounting of the costs associated with the completed Agency Funded Public Improvements and evidence of payment of such costs by Participant. Participant shall include a schedule of values that includes line items for the Agency Funded Public Improvements for reimbursement so they are identifiable separate from other line items, invoices from Participant's design professionals, general contractor, subcontractor(s), and material suppliers for each type of eligible cost item, which shall specify quantities and unit costs of installed materials.
 - ii. Explanation of any significant deviation between the initial cost estimates in the Urban Renewal Plan and Attachment 3 and the actual costs in the Cost Documentation.
 - iii. Additional documentation or clarifications as requested by the Agency Administrator.
- (b) The Agency Administrator shall have the right to review the Cost Documentation, to inspect the completed Agency Funded Public Improvements, and to obtain independent verification that the quantities of work claimed and the costs associated therewith are accurate, commercially reasonable, appropriate for the completed Agency Funded Public Improvements and consistent with the cost estimates provided by Participant to Agency prior to construction, and meet objectives of Title 67, Chapter 28, Idaho Code. The Agency's approval shall not be unreasonably delayed or withheld.

(c) Within thirty (30) days of Agency's receipt of the Cost Documentation, the Agency Administrator shall notify Participant in writing of Agency's acceptance or rejection of the Cost Documentation and Agency's determination of the Actual Eligible Costs to be reimbursed, memorialized in a confirmation form consistent with the Confirmation of Agency Reimbursement form set forth in **Attachment 4**, to be executed by the Participant and the Agency. Agency shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in the Agency Funded Public Improvement Construction Documents. In no event shall the total for all Actual Eligible Costs exceed the amount allowed by Section II.F(1). If Participant disagrees with Agency's calculation of the Actual Eligible Costs, Participant must respond to Agency in writing within three (3) business days explaining why Participant believes Agency's calculation was in error and providing any evidence to support any such contentions Participant wants Agency to consider. Agency shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant Agency will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

Agency's determination of the Actual Eligible Costs is within its sole discretion.

(d) As the Agency Funded Public Improvements associated with the Project are anticipated to be phased in over the term of the Plan and are dependent upon the timing of any proposed development, it is understood Participant will likely submit more than one Notification of Completion and that Participant and Agency will enter into several Confirmation of Agency Reimbursement in a form consistent with **Attachment 4**.

3. Allocation of Costs

Agency and Participant agree Participant shall be able to allocate expenses among the various items listed on Attachment 3 so long as the total amount of those items shall not exceed Forty-Six Million One Hundred Seventeen Thousand One Hundred and 00/100 dollars (\$46,117,100.00). Participant shall notify Agency Administrator of the allocation of costs amongst the items listed on Attachment 3.

4. Reimbursement

Participant shall initially pay for all of the costs of construction for the Agency Funded Public Improvements associated with the Project. By approval of this Agreement by Agency's Board of Commissioners, Agency has authorized reimbursement for the Actual Eligible Costs of the Agency Funded Public Improvements (the "Reimbursement Obligation") as set forth in Section F, Section G and the other provisions of this Agreement.

G. Reimbursement Procedure

1. Agency's Reimbursement Obligation shall not commence until (1) the first Certificate of Occupancy, or the equivalent thereof, is issued for the Private Development, or upon the City's acceptance of the improvements required to be constructed as described in any City Agreements and Approvals; and (2) revenue allocation proceeds as described in the Act are received by the Agency.

2. In conjunction with its receipt of revenue allocation proceeds on a biannual basis, the Agency will retain fifteen percent (15%) of the revenue allocation proceeds per year for Project Area operating and administrative expenses, as well as Plan implementation costs for additional public infrastructure improvements, and agrees to make payment to Participant of the remaining tax increment revenue allocation proceeds actually received and arising from the Site commencing from the first date the Agency receives revenue allocation proceeds arising from the Site subsequent to the satisfaction of the conditions set forth in Section G(1) and until such time as the Reimbursement Obligation has been paid in full or the termination of the revenue allocation authority under the Urban Renewal Plan on or before December 31, 2039, whichever occurs first. **PARTICIPANT ACKNOWLEDGES THE REVENUE ALLOCATION PROCEEDS MAY NOT BE SUFFICIENT TO PAY OFF THE REIMBURSEMENT OBLIGATION ON OR BEFORE THE TERMINATION OF THE REVENUE ALLOCATION AUTHORITY UNDER THE URBAN RENEWAL PLAN AND ASSUMES THAT RISK.**

3. The biannual payments are due to Participant within thirty (30) days of receipt of revenue allocation proceeds from the Site by Agency.

4. Agency shall have no obligation to make payments to the Participant for taxes collected and paid to Agency beyond the term described herein.

5. Agency may pay, at any time, in whole or in part, without penalty, the then remaining outstanding balance of the Reimbursement Obligation.

6. All payment due hereunder shall be paid to the Participant, and future owners of units created on the Site as part of the Project shall have no claim or entitlement to such payments as a result such ownership.

7. Non-general Obligation

As provided by Idaho Code Section 50-2910, the obligations of Agency hereunder shall not constitute a general obligation or debt of the Agency, the State of Idaho, or any of its political subdivisions, or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the monies deposited in the special fund or funds provided for herein and pledged hereby to the payment of principal on this Reimbursement Obligation.

H. Taxes

The Act provides that Agency will be paid revenue allocation proceeds contingent on the amount of assessed value as determined by the Kootenai County Assessor each year and the rate of tax levy or the percentage of assessment levied by each of the taxing agencies. Agency is not a guarantor of the assessment determination made by Kootenai County Assessor or guarantor of collection of taxes by the Kootenai County Treasurer.

Participant shall pay, when due, all real estate and personal property taxes and assessments assessed and levied on Participant's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Participant's successors. Except as set forth herein, nothing herein contained shall be deemed to prohibit Participant from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to Participant with respect thereto; provided, such contest does not subject the Site or any portion thereof to forfeiture or sale.

The increment tax revenues from the Site (as determined from the assessment records of the Kootenai County Assessor and the payment records of the Kootenai County Treasurer) shall be paid to Participant if and only as they are paid to Agency by Kootenai County, the entity which has the legal responsibility to collect property taxes.

Participant recognizes Agency has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property, personal property and operating property taxes. Participant also recognizes the ability of Agency to reimburse Participant for the Reimbursement Obligation is dependent on the ad valorem assessment and collection process. Therefore, in the event insufficient taxes are received by Agency because of reduction of the tax levy rate or assessed values less than assumed by Agency and Participant or in the event of any tax delinquency by any owner of parcels within the Site or by any tenant related to personal property, Participant must elect to either pay the delinquent taxes or in-lieu-of taxes reflecting higher assessments or levy rate on behalf of those taxpayers or receive less reimbursement from Agency to pay the Reimbursement Obligation.

Participant, or its successors or assigns, shall not apply for or otherwise request any exemption or reduction in property taxes on the Site pursuant to Idaho Code §§ 63-602NN, 63-4404, 63-602II, or Idaho Code §§ 63-606A or 63-602W, or similar exemptions, during the term of the Urban Renewal Plan, unless otherwise consented to by the Agency in writing.

I. Liens/Payment of General Contractor

Participant hereby certifies that as of the Effective Date no mechanic's or materialman's liens have been placed on the Site, as defined above, and that the general contractor and all subcontractors have been or will be paid in full for all work performed on the Private Development. In the event any materialman's liens are placed on the Site, Participant agrees Agency may suspend any payments required under this Agreement until any liens or claims related to the Project and made by any contractor, subcontractor, or material supplier that performed work on the Private Development have been satisfied.

J. Agency Contribution Assignable

Agency and Participant agree that Agency's obligations run only to Participant or its assignee and that Agency is under no obligation to grant any additional consideration or greater participation than set forth herein. Participant shall have the absolute right to assign its right to receive any payments to its lender, its successor, or other entity designated by Participant.

K. Indemnification

Participant shall indemnify and hold Agency and its respective commissioners, officers, agents, consultants, and employees (collectively referred to in this Section K as "Agency") harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable

architect, design and attorney fees (collectively referred to in this Section K as “Claim”), which may be imposed upon or incurred by or asserted against Agency and for which Agency may be legally liable under applicable law (excluding any liability or obligation Agency assumes by contract) by reason of any of the following occurrences, provided Participant shall have no obligation to indemnify and hold Agency harmless from and against any Claim to the extent it arises from the negligence or willful act or omission of Agency or Agency’s contractors and associated subcontractors:

1. Any work done in, on, or about the Site, including the Agency Funded Public Improvements, or work related to the Agency Funded Public Improvements; or
2. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or any part thereof; or
3. Any negligent or intentional wrongful act or omission on the part of Participant or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
4. Any accident, injury, or damage to any person or property occurring in, on, or about the Site or any part thereof, during construction; or
5. Any failure on the part of Participant to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.
6. Funding, by Agency, of the Agency Funded Public Improvements.

In case any such Claim is brought against Agency, Participant, upon written notice from Agency, shall, at Participant’s expense, resist or defend such Claim.

Participant shall also indemnify and hold harmless and defend Agency and its commissioners, officers, agents, consultants and employees from and against any and all claims or causes of action asserted by entities or individuals that are not a party to this Agreement regarding the validity or legality of this Agreement and the reimbursement to Participant of the costs of the Agency Funded Public Improvements by Agency (collectively referred to in this Section as “legality claim”). Upon the final decision of a court of competent jurisdiction that is not appealed or not appealable regarding the legality claim determining that the reimbursement to Participant by Agency of the costs of the Agency Funded Public Improvements is unlawful or invalid, the Agency shall have no further obligation or liability to

reimburse or make payments to Participant for the costs associated with the Agency Funded Public Improvements and Participant shall solely bear the responsibility for such costs. Upon the final decision of a court of competent jurisdiction that is not appealed or not appealable regarding the legality claim determining that the reimbursement to Participant by Agency of the costs of the Agency Funded Public Improvements is unlawful or invalid, then Participant, in Agency's sole discretion, may be required to return any funds paid by Agency to Participant for the Agency Funded Public Improvements within ninety (90) days of written request from Agency to Participant.

If a legality claim is made, then Agency and Participant shall jointly defend against said claim. Participant has the discretion to hire its own legal counsel with Participant reimbursing the Agency for its reasonable fees and costs, including without limitation, attorney and expert witness fees and costs.

If a claim, other than a legality claim, is brought against Agency or its respective commissioners, officers, agents, consultants and employees by reason of any such claim, Participant, upon written notice from Agency shall, at Participant's expense, bear the costs and expense of defending Agency against such action or proceedings by counsel selected by Agency.

L. Insurance

Participant shall, or through its contractor constructing the Agency Funded Public Improvements, shall, at Participant's sole cost, obtain and maintain in force for the duration of the Agreement (including the warranty period) insurance of the following types, with limits not less than those set forth below, and in a form acceptable to Agency:

1. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage, with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$4,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name Agency, including its respective affiliates, and City as additional insureds.
2. Workers' Compensation Insurance, if Participant has employees, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. If Participant has employees, Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of

mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$2,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.

4. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Participant hereby releases Agency, including its respective affiliates, commissioners, and employees, for losses or claims for bodily injury or property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Project.

5. Certificates of insurance, reasonably satisfactory in form to Agency (ACORD form or equivalent), shall be supplied to Agency evidencing that the insurance required above is in force, and that notice will be given to Agency prior to any cancellation of the policies in accordance with the policies. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.

6. Except as otherwise stated above, the obligations set forth in this Section shall remain in effect only until the date City accepts the dedication of the Agency Funded Public Improvements, plus any warranty period.

7. All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of Idaho.

8. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. Participant's General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that Participant has

obtained the insurance required in this Section shall in no manner lessen or affect Participant's other obligations or liabilities set forth in the Agreement.

N. Warranty

Participant warrants that the materials and workmanship employed in the construction of the Agency Funded Public Improvements shall be good quality and shall conform to generally accepted standards within the construction industry and agrees to repair any non-conforming improvements during the warranty period upon receipt of notice from Agency of such non-conforming improvements. Such warranty and repair obligation shall extend for a period of one (1) year after acceptance of the Agency Funded Public Improvements by the City or for the period described in any City Agreements and Approvals. Provided, nothing herein shall limit the time within which Agency may bring an action against Participant on account of Participant's failure to otherwise construct such improvements in accordance with this Agreement.

O. Maintenance

Participant recognizes Agency has no specific authority to accept maintenance responsibility of the Agency Funded Public Improvements. Participant anticipates that the City and or various public utilities may accept ownership and maintenance obligations of some or all of the Agency Funded Public Improvements; however, such acceptance is not a condition precedent to the obligations of the Parties hereto.

IV. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Urban Renewal Plan for the period of time the Urban Renewal Plan is in force and effect.

B. Effect and Duration of Covenants

Covenants contained in this Agreement shall remain in effect until sooner of December 31, 2039, or the date on which the Urban Renewal Plan terminates, whichever is sooner. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the part of the Participant and any successors and assigns to the Site, or any part thereof, for the benefit of and in favor of Agency, its successors and assigns.

C. Local, State and Federal Laws

Participant covenants that it will carry out the construction of the Agency Funded Public Improvements in conformity with all applicable laws, including all applicable federal and state labor standards and anti-discrimination laws.

V. DEFAULTS, DISPUTE RESOLUTION, REMEDIES, AND TERMINATION

A. Defaults in General

Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said forty-five (45) day period, has rectified the particulars specified in said notice of default, provided that in the case where rectifying the matters specified in the notice of default requires more than forty-five (45) days, such notified Party shall not be in default so long as they commence prior to the expiration of the forty-five (45) days and diligently pursue actions needed to rectify such matters. In the event of a default, the nondefaulting Party may do the following:

1. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
2. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, and, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
3. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
4. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
5. In the event Participant defaults under this Agreement, Agency (the nondefaulting Party) shall have the right to suspend or terminate

its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, Agency's obligation for payment shall be deemed extinguished. In addition, if Agency funds shall have been paid, Agency may seek reimbursement of any amounts paid to Participant up to the amount of damages incurred by Agency for Participant's default.

Any default by Participant under any City Agreements and Approvals shall be deemed a default under this Agreement.

B. Dispute Resolution

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

C. Legal Actions

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

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

D. Rights and Remedies Are Cumulative

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

other default by the other Party. Agency reserves the right to withhold reimbursement to Participant for any Participant default.

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

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

B. Conflicts of Interest

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

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

C. Non-liability of Agency Officials and Employees

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

D. Successors and Assigns

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

E. Attorney Fees and Costs

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

F. Severability

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

G. Headings

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

H. Counterparts

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

I. Forced Delay; Extension of Times of Performance

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

J. Inspection of Books and Records

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

K. Attachments and Exhibits Made a Part

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

L. No Joint Venture or Partnership. Agency and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Participant a joint venture or partners.

VII. AMENDMENTS TO THIS AGREEMENT

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

VIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement, including Attachments 1 through 4, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

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

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

[signatures on following page]

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2020, before me,
_____, the undersigned notary public in and for said county
and state, personally appeared _____, known or identified to me to be the
Chair of the Urban Renewal Agency of the City of Rathdrum, Idaho, the
independent public body corporate and politic, that executed the within
instrument, and known to me to be the person that executed the within instrument
on behalf of said Agency and acknowledged to me that such Agency executed the
same for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____

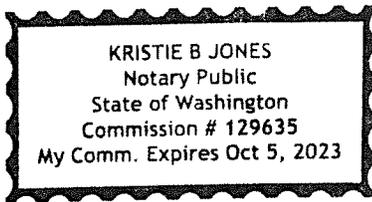
STATE OF WASHINGTON)

) ss.

County of Spokane)

On this 16th day of April, 2020, before me, Kristie B. Jones, the undersigned notary public in and for said county and state, personally appeared Jeffrey L. Bonholtz, known or identified to me to be the Secretary of Beyond Green, Inc., and the person who signed the within instrument, and acknowledged to me that he has authority to execute and executed the foregoing instrument for the purposes therein contained on behalf of Beyond Green, Inc.

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

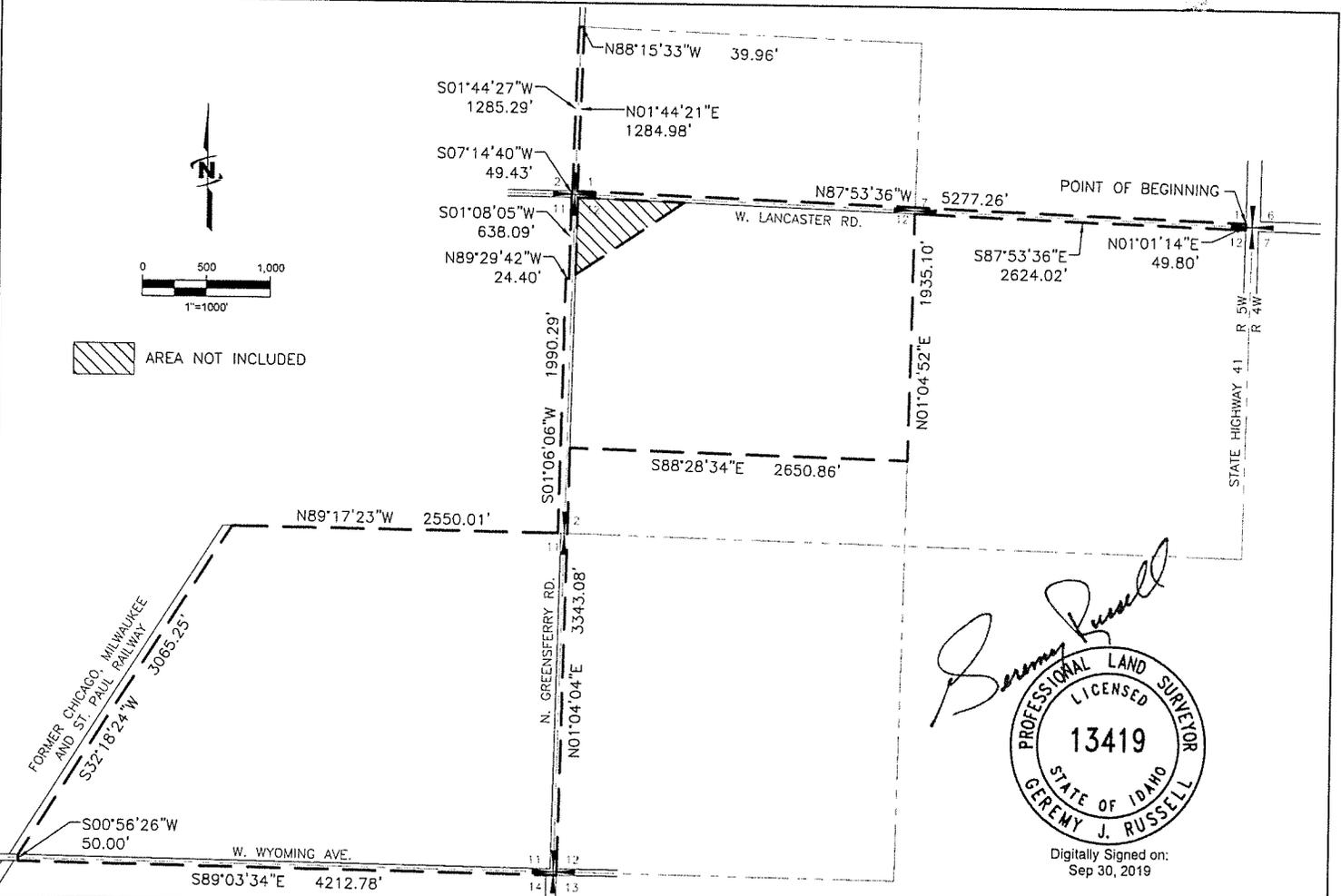


Kristie B. Jones
Notary Public for Idaho
Commission Expires 10-5-23

Attachment 1

Map of the Site

PLU Data 500-2019-4-99244 Plotted by: David Gantz
Date: 09/20/2019 10:51:18 AM
FILE CITY OF RATHDRUM URBAN RENEWAL DISTRICT BOUNDARY



Jeremy Russell
 PROFESSIONAL LAND SURVEYOR
 LICENSED
 13419
 STATE OF IDAHO
 GEREY J. RUSSELL
 Digitally Signed on:
 Sep 30, 2019



WEST RATHDRUM URBAN RENEWAL DISTRICT BOUNDARY

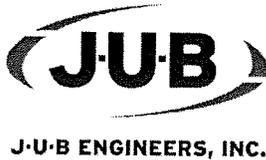
A PORTION OF SECTIONS 1, 2, 11, 12, 13, AND 14,
 TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M.,
 CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO

Attachment 2

Legal Description

Legal Description of Project Area and Revenue Allocation Area

An area consisting of approximately 334 undeveloped acres as more particularly described on the following page.



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT ____

LEGAL DESCRIPTION
of the
WEST RATHDRUM URBAN RENEWAL DISTRICT BOUNDARY

September 26, 2019

That portion of Sections 1, 11, 12, 13, and 14, Township 51 North, Range 5 West, B.M., City of Rathdrum, Kootenai County, Idaho, Kootenai County, Idaho, described as follows:

BEGINNING at the intersection of the westerly right-of-way line of State Highway 41 and the northerly right-of-way line of Lancaster Road;

thence North $87^{\circ}53'36''$ West along said northerly right-of-way line a distance of 5,277.26 feet, more or less, to the easterly right-of-way line of Greensferry Road;

thence North $01^{\circ}44'21''$ East along said easterly right-of-way line a distance of 1,284.98 feet, more or less, to the north line of the SW1/4 of the SW1/4 of said Section 1;

thence North $88^{\circ}15'33''$ West along said north line (and the westerly extension thereof), a distance of 39.96 feet, more or less, to the westerly right-of-way line of said Greensferry Road;

thence South $01^{\circ}44'27''$ West along said westerly right-of-way line, a distance of 1,285.29 feet, more or less, to the intersection of said westerly right-of-way line of Greensferry Road and the northerly right-of-way line of said Lancaster Road;

thence leaving said intersection, South $07^{\circ}14'40''$ West, a distance of 49.43 feet, more or less, to the intersection of said westerly right-of-way line of Greensferry Road the southerly right-of-way line of said Lancaster Road;

thence continuing along said westerly right-of-way line of Greensferry Road the following three (3) courses:

1. South $01^{\circ}08'05''$ West, a distance of 638.09 feet;
2. North $89^{\circ}29'42''$ West, a distance of 24.40 feet;
3. South $01^{\circ}06'06''$ West, a distance of 1,990.29 feet, more or less, to the north line of the SE1/4 of said Section 11;

thence North $89^{\circ}17'23''$ West along said north line, a distance of 2,550.01 feet, more or less, to the easterly right-of-way line the former Chicago, Milwaukee and St. Paul Railway right-of-way line;

thence South $32^{\circ}18'24''$ West along said easterly right-of-way line, a distance of 3,065.25 feet, more or less to the intersection of said easterly right-of-way line and the northerly right-of-way line of Wyoming Avenue;

thence leaving said northerly right-of-way line, South 00°56'26" West, a distance of 50.00 feet, more or less, to the southerly right-of-way line of said Wyoming Avenue;

thence South 89°03'34" East along said southerly right-of-way line of Wyoming Avenue, a distance of 4,212.78 feet, more or less, to the easterly right-of-way line of said Greensferry Road;

thence North 01°04'04" East along said easterly right-of-way line of Greensferry Road, a distance of 3,343.08 feet, more or less, to the south line of the N1/2 of the S1/2 of the NW1/4 of said Section 12;

thence South 88°28'34" East along said south line of the N1/2 of the S1/2 of the NW1/4 of said Section 12, a distance of 2,650.86 feet, more or less, to the east line of said NW1/4;

thence North 01°04'52" East along said east line, a distance of 1,935.10 feet, more or less, to the southerly right-of-way line of said Lancaster Road;

thence South 87°53'36" East along said southerly right-of-way line, a distance of 2,624.02 feet, more or less, to the westerly right-of-way line of said State Highway 41;

thence North 01°01'14" East, a distance of 49.80 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

That portion of the NW1/4 of the NW1/4 of Section 12, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

COMMENCING at the northwest corner of said Section 12 (from which the East 1/4 corner of said Section 12 bears South 01°06'21" West, 2,652.75 feet); thence South 43°01'23" East, a distance of 35.29 feet, more or less, to a point on the southerly right-of-way line of West Lancaster Road, said point being the POINT OF BEGINNING.

thence South 87°53'36" East, along said southerly right-of-way line, 836.25 feet, more or less, to the intersection of the northwesterly boundary of a 100-foot wide Pacific Gas Transmission Company right-of-way agreement, recorded December 9, 1960, Book 184 of Deeds, Page 167, records of Kootenai County;

thence South 55°54'20" West, along said northwesterly boundary, 1,023.60 feet, more or less, to a point on the easterly right-of-way line of North Greensferry Road;

thence North 01°08'05" East, along said easterly right-of-way line, 604.65 feet, more or less, to the POINT OF BEGINNING.



Digitally Signed:
Sep 30, 2019



Attachment 3

Agency Funded Public Improvements

Agency Funded Public Improvement	Estimated Total Cost
Site 1 – Public Roadways, Curb, Gutter, Sidewalk; Water and Sewer Mains; Other Utilities	\$7,863,000
Site 2- Public Roadways, Curb, Gutter, Sidewalk; Water and Sewer Mains; Other Utilities	\$21,834,000
Other Lancaster Road Improvements	\$2,809,500
Other Greensferry Road Improvements	\$1,549,600
Greensferry Basin 12" Gravity Interceptor	\$248,000
1 MG Water Tank (Composite Elevated, Working Volume)	\$4,500,000
LS#4 Basin Wastewater Improvements	\$7,313,000
TOTAL	\$46,117,100

Not to Exceed Amount

\$46,117,100.00

*The Agency Funded Public Improvements identified above constructed by Participant are eligible for reimbursement subject to the terms of this Agreement. Nothing contained herein shall create an obligation on behalf of Participant to construct the Agency Funded Public Improvements.

Attachment 4

Confirmation of Agency Reimbursement

4821-1965-9694, v. 6

1
2
3
4

CONFIRMATION OF AGENCY REIMBURSEMENT NO. _____

This Confirmation of Agency Reimbursement (“Confirmation”) is entered into between Urban Renewal Agency of the City of Rathdrum, also known as the Rathdrum Urban Renewal Agency, an independent public body, corporate and politic (hereinafter “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the “Law”), and undertaking projects under the authority of the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the “Act”), and Beyond Green, Inc., an Idaho corporation authorized to do business in the State of Idaho (hereinafter “Participant”). The Effective Date of this Confirmation is the date last signed by the parties.

WITNESSETH:

1. Agency Contribution

Agency has, pursuant to the procedures set forth in the Owner Participation Agreement by and between the Agency and Participant with an effective date of _____ (the “OPA”), determined the Actual Eligible Costs for those certain Agency Funded Public Improvements as those terms are defined in the OPA and as specifically identified below, shall be _____ and ___/100 dollars (\$ _____) (the “Agency Reimbursement”) for the [identify Agency Funded Public Improvements subject to reimbursement in this Confirmation].

2. Payment Terms.

Agency agrees to reimburse Participant for the amount of the Agency Reimbursement, without interest from the Effective Date of this Confirmation pursuant to the Reimbursement Procedure set forth in the OPA.

Participant acknowledges that the Agency Reimbursement may not be paid in full if the revenue allocation proceeds available for reimbursement under the Urban Renewal Plan and pursuant to the OPA, are less than the Agency Reimbursement.

If the Agency Reimbursement is not fully reimbursed by December 31, 2039, the Agency will not be obligated to make any additional payments.

To the extent there is more than one Confirmation of Agency Reimbursement between the parties and pursuant to the OPA, then payment will be applied to the Confirmation with the earliest Effective Date first, until paid in full, or until December 31, 2039, whichever occurs first.

3. Limitation on Making Payments

It is the intention of the parties that Participant shall only be paid from the revenue allocation proceeds, if any, which are allocated to Agency as a direct result of the Private Development, as defined in the OPA, constructed by the Participant or others in the Project Area. If, for any reason, the revenue allocation proceeds anticipated to be received by Agency as a direct result of the Private Development in the Project Area are reduced, curtailed or limited in any way by market conditions, actions by Participant, legislative enactments, initiative referendum, judicial decree, or other, the Agency shall have no obligation to pay the Agency Reimbursement to Participant as described in this Confirmation from other sources or monies which Agency has or might hereinafter received.

4. Except as expressly modified above, the terms and conditions of the OPA are still binding on Agency and Participant as set forth in such OPA.

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

AGENCY

URBAN RENEWAL AGENCY OF THE CITY OF RATHDRUM, IDAHO

By: _____
_____, Chair

Date: _____

ATTEST:

By: _____

_____,
Secretary

PARTICIPANT

BEYOND GREEN, INC.

By: _____
Gerald Dicker, President

Date: _____