



MEETING AGENDA
MEETING OF THE BOARD OF COMMISSIONERS
Wednesday, March 08, 2017, 7:30am
Meridian City Hall, City Council Conference Room
33 East Broadway Avenue - Meridian, Idaho

1. Call Meeting to Order [Basalone]:

2. Roll-call Attendance [Basalone]:

_____ Dan Basalone – Chairman
 _____ Dave Winder – Vice-Chairman
 _____ Nathan Mueller– Secretary/Treasurer

_____ Keith Bird – Member
 _____ Callie Zamzow - Member
 _____ Tammy de Weerd – Member
 _____ Jim Escobar – Member
 _____ Rob McCarvel – Member
 _____ Rick Ritter – Member

_____ Todd Lakey – Counsel
 _____ Ashley Squyres – Administrator

3. Confirm Agenda [Basalone]:

4. Approve Consent Agenda [Basalone]: These items will be approved by a single vote unless a Board member requests to remove an item for specific discussion and/or action.

- a. **Approve Minutes of the February 22, 2017 Regular Meeting**
- b. **Approve February 2017 Administrator’s Report**

ACTION AND PRESENTATION ITEMS

5. Legislative Update [Scott Turlington]

6. Consideration of Approval of the Memorandum of Agreement for the FY2017 Downtown Tree Replacement Partnership with the City of Meridian and Corresponding Resolution 17-005 [Lakey]

7. Consideration of Approval of a Development Agreement with Novembrewhisky, LLC and Corresponding Resolution 17-009 [Lakey]

8. Consideration of Approval of the Revised Subrecipient Agreement for Improvements at 116 East Broadway Avenue for Team MC, LLC and Corresponding Resolution 17-006 [Lakey]

9. Consideration of Approval of the Owner Participation Agreement for Improvements at 116 East Broadway Avenue for Team MC, LLC and Corresponding Resolution 17-007 [Lakey]

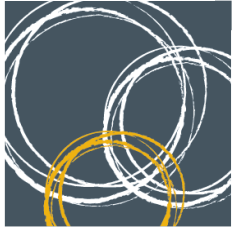
10. **Consideration of Approval of the Subrecipient Agreement for Improvements at 1108 NE 2.5-Street for Cole Valley Christian School and Corresponding Resolution 17-008 [Lakey]**

DISCUSSION ITEMS

11. **Ten Mile Urban Renewal District Update [Squyres/Lakey]**
12. **Upcoming Committee Meetings [Squyres]**
13. **Counsel's Report [Lakey]:** Counsel Lakey will review legal topics that need to be brought to the attention of the Board.
14. **Administrator's Report [Squyres]:** Administrator Squyres will review topics that need to be brought to the attention of the Board.
15. **Chairman's Report**
16. **Public Comment**
17. **Adjourn the Meeting [Basalone]:**

Executive Session per Idaho State Code 74-206: The Board may go into executive session pursuant to Idaho Code Section 74-206 with the specific applicable code subsection cited as part of the motion to go into executive session.

Regular meetings of the Meridian Development Corporation Board of Commissioners are scheduled for the second Wednesday of each month at 7:30 am and the fourth Wednesday at 4:00 pm in the North Conference Room at the Meridian City Hall.



MEETING MINUTES
MEETING OF THE BOARD OF COMMISSIONERS
Wednesday, February 22, 2017, 4:00pm
Meridian City Hall, City Council Conference Room
33 East Broadway Avenue - Meridian, Idaho

1. Call Meeting to Order [Escobar]:

At 4:00pm, Chairman Escobar called the meeting to order.

2. Roll-call Attendance [Escobar]:

<u>X</u>	Jim Escobar – Chairman	<u>O</u>	Keith Bird – Member
<u>X</u>	Dan Basalone – Vice-Chairman [Left at 5:20pm]	<u>O</u>	Callie Zamzow – Member
<u>X</u>	Dave Winder– Secretary/Treasurer	<u>O</u>	Tammy de Weerd – Member [Arrived at 4:15pm]
		<u>X</u>	Nathan Mueller – Member
		<u>X</u>	Rob McCarvel – Member
		<u>X</u>	Rick Ritter – Member
		<u>X</u>	Todd Lakey – Counsel [Left at 5:03pm]
		<u>X</u>	Ashley Squyres – Administrator

3. Confirm Agenda [Escobar]:

A motion was made by Commissioner Basalone and seconded by Commissioner Winder to confirm the agenda with the removal of Item #5 and to move Item #7 to Item #5.

ALL AYES.

4. Approve Consent Agenda [Escobar]: These items will be approved by a single vote unless a Board member requests to remove an item for specific discussion and/or action.

- a. Approve Minutes of the February 08, 2017 Regular Meeting**
- b. Approve January 2017 Notice of Bills Paid and Financials**

A motion was made by Commissioner Winder and seconded by Commissioner McCarvel to approve the consent agenda.

ALL AYES.

ACTION AND PRESENTATION ITEMS

5. Legislative Update [Scott Turlington]

This item was removed from the agenda.

6. FY2017 Downtown Tree Replacement Presentation by Meridian Parks and Recreation [Elroy Huff]

Elroy Huff from the Meridian Parks and Recreation Department presented the proposed downtown tree projects for FY17. A MOU will be brought back to the board at the March 08 meeting to commit the \$25,000 for the program.

7. Consideration of Approval of a Development Agreement with Novembrewhiskey, LLC and Corresponding Resolution 16-064. The Board may go into Executive Session per Idaho Code Section 74-206(1)(d) to consider records that are exempt from disclosure as provided in Chapter 1, Title 74 Idaho Code. [Lakey]

Chairman Escobar recused himself due to a conflict of interest and Commissioner Basalone took over the presiding of the meeting.

Commissioner Winder made a motion with Commissioner McCarvel seconding to go into Executive Session pursuant to Idaho Code Section 74-206(1)(d) to consider records exempt from disclosure.

EXECUTIVE SESSION COMMENCES

A motion was made by Commissioner Winder and seconded by Commissioner Ritter to come out of executive session.

Counsel Lakey reviewed the draft Development Agreement with the board. It is hopeful that a final agreement can be approved at the March 08 meeting.

8. Consideration of Approval of the Revised Façade Improvement Application for Team MC, LLC [Winder]

Chairman Escobar recuses himself due to a conflict of interest.

Commissioner Winder and Administrator Squyres reviewed the modifications Meridian Cycles is proposing for both the façade improvement request and the forthcoming owner participation agreement to their new location. The costs have also been further refined for the façade improvement and the request is now for \$65,105 which is almost \$20,000 less than what was previously approved by the board.

The request also updated the request for the owner participation agreement adding in demolition costs. The board discussed if whether some of the costs could fall under the façade improvement reimbursement program vs an OPA. The board would like Counsel Lakey to build in flexibility into the façade improvement subrecipient agreement.

A motion was made by Commissioner Mueller and seconded by Commissioner Ritter to move forward with a subrecipient agreement.

ALL AYES.

9. Consideration of Approval of the Façade Improvement Application for Cole Valley Christian School [Winder]

Commissioner Winder and Administrator Squyres reviewed the application requesting for \$35,000 for the restoration of the historic building across from the school. The building is in disrepair and will be utilized as public restrooms for the football games and can also be utilized as public meeting space.

Commissioner Basalone praised the school for this restoration and Commissioner de Weerd stated that the school as been a great community partner.

A motion was made by Commissioner Ritter and seconded by Commissioner McCarvel to move forward with a subrecipient agreement.

ALL AYES.

10. Election of Officers for March 2017 through February 2018 and Corresponding Resolution 17-003 [Escobar]

Administrator Squyres reviewed the current slate of candidates based upon previous interest expressed. Chairman Escobar opened up nominations.

For Secretary/Treasurer, a motion was made by Commissioner Winder and seconded by Commissioner de Weerd to nominate and appoint Commissioner Mueller as the new Secretary/Treasurer.

ALL AYES.

For Vice Chairman, a motion was made by Commissioner Ritter and seconded by Commissioner McCarvel to nominate and appoint Commissioner Winder as the new Vice Chairman.

ALL AYES.

For Chairman, a motion was made by Commissioner Ritter and seconded by Commissioner Winder to appoint Commissioner Basalone as the new Chairman.

ALL AYES.

Squyres read the resolution with all of the appointed board members.

A motion was made by Commissioner de Weerd and seconded by Commissioner Ritter to approve the resolution.

11. Consideration of Approval of an Amendment to the Forsgren Nine Mile Floodplain Study and Corresponding Resolution 17-004 [Squyres]

Administrator Squyres reviewed the need for additional survey work to finalize the Nine Mile floodplain study. A motion was made by Commissioner de Weerd and seconded by Commissioner Winder to approve the Change Order in the amount of \$1,700.

ALL AYES.

12. Consideration of Partnership with the City of Meridian to utilize unallocated CDBG funds towards downtown sidewalk projects [Basalone/Squyres/Caleb Hood]

Caleb Hood introduced Chris Pope, the City's new CDBG Administrator. Caleb reviewed the opportunity to utilize unused CDBG funds and the possible list of projects recommended to the board by the Downtown Parking, Transportation, and Streetscape Committee. The board agreed with the recommendation and Administrator Squyres will work with Caleb and ACHD to obtain high level cost estimates and a subrecipient agreement with the City.

DISCUSSION ITEMS

13. Downtown Parking, Transportation, and Streetscape Committee Update [Basalone]

Administrator Squyres reviewed the meeting notes with the board.

14. Property Committee Update [Winder]

Commissioner Winder reviewed the meeting notes. Commissioner de Weerd stated that she is meeting with ProBuild. Commissioner Mueller will also attend the meeting.

15. Public Relations Committee Update [Mueller]

Commissioner Mueller reviewed the meeting notes with the board.

16. Ten Mile Urban Renewal District Update [Squyres/Lakey]

Squyres let the board know that Brighton will be submitting monthly reports as to the progress at Ten Mile. Commissioner de Weerd informed the board of the new employer, Paylocity, who will be locating in the new project.

17. Upcoming Committee Meetings [Squyres]

Squyres reviewed the upcoming committee meetings with the board.

18. Counsel's Report [Lakey]: Counsel Lakey will review legal topics that need to be brought to the attention of the Board.

No report.

19. Administrator's Report [Squyres]: Administrator Squyres will review topics that need to be brought to the attention of the Board.

No report.

20. Chairman's Report

No report.

21. Public Comment

No public comment.

22. Adjourn the Meeting [Escobar]:

At 6:04pm, a motion was made by Commissioner de Weerd and seconded by Commissioner Winder to adjourn the meeting.

ALL AYES.

Dan Basalone, Chairman



MERIDIAN
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REVIVE • RENEW • REDEFINE

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To: Board Members, Meridian Development Corporation
From: Ashley Squyres, Administrator
Date: March 01, 2017
RE: February 2017 Administrator Activities

This is intended to be a brief summary of the February 2017 Administrator activities conducted by AF Public Solutions, LLC. Included within the project summaries is work completed during the month.

Notable Items from February 2017:

- Executive Committee Meetings: Coordination of and attendance at Executive Committee meetings with discussions of on-going issues and priorities along with setting of the agendas for the Board meetings.
- Board Meetings: Planning for, coordination of and attendance at two [2] regular board meetings.
- Board Administration: Coordination with WaTrust on bank documents for new board members.
- Property: Coordination of and attendance at one [1] committee meeting. Coordination with Meridian Cycles on their revised applications for the Façade Improvement Grant and Owner Participation Agreement for their new location. Coordination with Cole Valley Christian regarding their façade improvement request. On-going updates and coordination with Josh Evarts re: 703 and 713 North Main Street. Communication with the owner of the El Tenampa building regarding the façade improvement program.
- Downtown Parking, Transportation and Streetscape: Coordination of and attendance at two [2] committee meetings. On-going coordination with Keller Associates as to the lighting study for Phase II of Main Street. On-going coordination with ACHD and the City on the estimated Pine Avenue costs. Coordination with Sean Kelly pertaining to unused CDBG funds for sidewalk improvements.

- Public Relations: Coordination of and attendance at one [1] committee meeting and one [1] separate meeting with Gallatin Public Affairs. Attendance at a separate meeting with Commissioner Mueller to discuss the property one-sheet. On-going management of the MDC and MDBA Facebook pages. Update of the MDC website as necessary and coordination with Tribute Media as to modifications needed to the site.
- Ten Mile URD: On-going communications and coordination with Brighton Corporation and legal counsel pertaining to the February board meeting.
- Wayfinding and Signage: On-going coordination with Rizen Creative on the modifications to the Destination Downtown banners and the kiosk panels.
- Downtown Meridian Business Association: Attendance at one [1] board meeting along with a follow up meeting with the Vice Chairman.
- Urban Renewal Legislative Affairs: On-going communication with MDC lobbyist as to his on-going discussions with legislators as to 2017 expectations.
- Other Meetings/Communications: Attendance at the State of the City. Attendance at a meeting with the City's consultant for the low to moderate income study. Attendance at the Meridian Children's Museum board meeting. Attendance at the Chamber's Economic Development Committee meeting. Attendance at the monthly Chamber luncheon. Attendance at the Mayor's meeting with various entities related to bonding and community initiatives. Numerous communications via telephone and email with Marty Schindler pertaining to Idaho Avenue next steps.

MERIDIAN DEVELOPMENT CORPORATION
THE URBAN RENEWAL AGENCY OF THE CITY OF MERIDIAN

RESOLUTION NO. 17-005

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY
OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION:

A RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE URBAN RENEWAL AGENCY
OF MERIDIAN, IDAHO, APPROVING THE 2017 SCOPE
OF WORK PURSUANT TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN MDC AND THE CITY OF
MERIDIAN FOR TREE AND TREE GRATE
REPLACEMENT ATTACHED HERETO AS "EXHIBIT A"
("SCOPE"); AUTHORIZING THE ADMINISTRATOR TO
TAKE ALL NECESSARY ACTION REQUIRED TO
IMPLEMENT THE SCOPE; AND PROVIDING AN
EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Meridian, Idaho, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency of the City of Meridian, Idaho, hereinafter referred to as the "MDC."

WHEREAS, the MDC, an independent public body, corporate and politic, is an 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, as amended and supplemented, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29; as amended and supplemented (collectively the "Act");

WHEREAS, the MDC was established by Resolution No. 01-367 of the City Council of the City of Meridian, Idaho (hereinafter the "City Council"), adopted July 24, 2001;

WHEREAS, the City Council of the City of Meridian, Idaho (the "City"), on October 8, 2002, after notice duly published, conducted a public hearing on the Meridian Revitalization Plan (the "Revitalization Plan");

WHEREAS, following said public hearing the City adopted its Ordinance No. 02-987 on December 3, 2002, approving the Revitalization Plan and making certain findings;

RESOLUTION NO. 17-005 Approval of 2017 Scope of Work Tree MOU with City of Meridian

WHEREAS, the MDC and the CITY have entered into a Memorandum of Understanding (“MOU”) establishing their cooperative relationship regarding replacement of trees and tree grates in the downtown area;

WHEREAS, the city has submitted the proposed scope of work for 2017 replacement of trees and tree grates in the downtown area (“Scope”) which is attached hereto as Exhibit A;

WHEREAS, MDC desires to approve the attached Scope subject to the terms of the 2011 MOU between the City and MDC;

WHEREAS, pursuant to the MOU the total amount that MDC will reimburse the City for the items noted in the Scope shall not exceed twenty-five thousand dollars (\$25,000.00);

WHEREAS, the Board of Commissioners finds it is in the best public interest to approve the Scope.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION, AS FOLLOWS:

- Section 1: That the above statements are true and correct
- Section 2: That the Board approves the Scope pursuant to the MOU between the MDC and the CITY and that any reimbursement of expenses paid to the City shall not exceed twenty-five thousand dollars (\$25,000.00).
- Section 3: That the approval of the Scope pursuant to the MOU is in the best interest of the public and MDC.
- Section 4: That the Administrator is hereby authorized to take all necessary action required to implement reimbursement under the MOU in an amount not to exceed twenty-five thousand dollars (\$25,000.00) for tree and tree grate replacement pursuant to the MOU between the City and MDC.
- Section 5: 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 Meridian, Idaho, a/k/a the Meridian Development Corporation, on March 8th, 2017. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 8th day of March, 2017.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE MERIDIAN DEVELOPMENT CORPORATION

AND

NOVEMBREWISKY PROPERTIES, LLC.

March 8, 2017

703 and 713 Development Project

DEVELOPMENT AGREEMENT

THIS DEVELOPEMNT AGREEMENT ("DA") is entered into as of the 8th day of March, 2017, by and between the MERIDIAN DEVELOPMENT CORPORATION, the urban renewal agency for the City for Meridian ("City"), an independent public body, corporate and politic, organized and existing under the urban renewal laws of the State of Idaho (the "Agency") and NOVEMBREWISKY PROPERTIES., LLC., an Idaho limited liability company (referred to as "Participant"). Agency and Participant are collectively referred to as "Parties."

RECITALS

WHEREAS, the MDC, an independent public body, corporate and politic, is an 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, as amended and supplemented, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29; as amended and supplemented (collectively the "Act");

WHEREAS, the MDC was established by Resolution No. 01-367 of the City Council of the City of Meridian, Idaho (hereinafter the "City Council"), adopted July 24, 2001;

WHEREAS, the City Council of the City of Meridian, Idaho (the "City"), on October 8, 2002, after notice duly published, conducted a public hearing on the Meridian Revitalization Plan (the "Plan");

WHEREAS, following said public hearing the City adopted its Ordinance No. 02-987 on December 3, 2002, approving the Revitalization Plan and making certain findings;

WHEREAS, The Agency owns two parcels of real property generally described as 703 North Main Street and 713 North Main Street which are located within the downtown area of City of Meridian and within the Agency boundaries;

WHEREAS, the specific legal description for the property at 703 N. Main is attached hereto as Exhibit A and incorporated by reference herein;

WHEREAS, the specific legal description for the property at 713 N. Main is attached hereto as Exhibit B and incorporated by reference herein;

WHEREAS, the property located at 703 N. Main is being leased by the Treasure Valley Children's Theater and the property located at 713 N. Main is being leased by the Meridian Library District with both leases referencing the Agency's ability to provide notice of termination of the lease should the Agency desire to sell the properties for redevelopment;

WHEREAS, on the Agency issued a Request for Proposal regarding its two properties which requested proposals from interested persons and entities regarding the purchase, lease or development of the properties with the proposals to be submitted on September 16, 2016;

WHEREAS, the Participant was the only one to submit a proposal in response regarding the potential purchase, lease or use of the properties and Participant's Proposal is attached hereto as Exhibit C and incorporated by reference herein;

WHEREAS, the Agency desires to see the properties redevelopment in a timely manner and is willing to support timely redevelopment of their properties in accordance with the Agency's Plan;

WHEREAS, the property committee for the Agency and the Agency Board reviewed the proposal from the Participant and desired to pursue negotiations to enter an agreement with the Participant based on the Participant's proposal;

WHEREAS, the Participant proposes to construct a three-story commercial, office and residential building on the property located at 703 and if that is successful proposes to purchase and similarly develop the property located at 713 N. Main St.;

WHEREAS, based on the lack of proposals received and the goals and requirements of the Agency that are to be imposed on redevelopment of the properties so that it conforms with the Plan, the Agency recognizes that timely development of the properties in the desired manner is not commercially feasible without the assistance of the Agency;

WHEREAS, the Agency is willing to transfer the one or both properties to Participant for redevelopment in accordance with the terms of this DA and cover a portion of the costs associated with the redevelopment of the properties with the specific reimbursable Improvements listed in Exhibit D which is attached hereto and incorporated by reference herein;

WHEREAS, the Participant desires to enter into and be subject to this DA and affirms its authority to execute and enter into this DA;

WHEREAS, as a result of the Participant's commitment to proceed with the redevelopment of the properties, the Participant's commitment to comply with the terms of the Plan, and the Agency's commitment to work with the Participant as described herein, the Parties deem it necessary to enter into this DA to define their respective obligations;

NOW, THEREFORE, based upon the mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Agency and the Participant agree as follows:

I. SUBJECT OF AGREEMENT

A. Development Agreement

The purpose of this DA is to effectuate the Plan and a portion of the Meridian Urban Renewal Project (the "Urban Renewal Project") by providing for transfer of the 703 Property and the 713 Property to Participant and for reimbursement of certain improvements required by the Ada County Highway District ("ACHD"), the City of Meridian and the Agency. The specific "Improvements" that may be reimbursed are noted in Exhibit D and include such things as street improvements, sidewalks, curbs, gutters, ditches, utilities, street lights, demolition of existing structures, parking areas, landscaping and components of the building exterior that enable it to conform with downtown historic character. The timeline for Participant to complete the redevelopment of the 703 Property is set forth in Exhibit E attached hereto and incorporated by reference herein.

The development of the Site and construction of the reimbursable Improvements pursuant to this Agreement and the fulfillment of the terms of this Agreement are in the vital and best interests of the Agency and the health, safety, and welfare of its residents of the City 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 Agency and the Plan.

The above noted recitals are hereby incorporated into this Agreement as if set forth fully herein.

The term of this Agreement shall be through December 31st 2019 or until the redevelopment of the 703 Property and the 713 Property is/are completed, whichever occurs first. This DA may be earlier terminated by the parties as provided herein and portions of this DA pertaining to the obligations of Participant shall survive expiration and termination of this DA.

B. The Plan

This Agreement is subject to the provisions of the Plan, initially approved by the City Council, pursuant to Ordinance No. 02-987 on December 3, 2002.

C. The Properties

The 703 Property and the 713 Property Site are located within the Urban Renewal Project Area. The more specific legal descriptions for the respective properties are attached to this Agreement as Exhibits A and B. The above noted properties may be referred to as the "Site."

D. Agency Participation Policy

Generally, the Agency has agreed to financially participate with a private developer when such participation, in the Agency's complete discretion, achieves and conforms with the goals and objectives of the Plan and the law, is not duplicative of other public entity funding, does not replace or substitute for the obligations imposed by other governmental agencies on the Participant, when funding is available and where the applicable project is a priority for the Agency.

E. Parties to This Agreement

1. The Agency

The Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, Title 50, Chapter 20, Idaho Code, and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code. The mailing address of the Agency is 104 E. Fairview Ave., #239, Meridian, Idaho 83642. "Agency," as used in this Agreement, includes the Meridian Development Corporation and any assignee of or successor to its rights, powers, and responsibilities.

2. The Participant

The Participant is Novembrewhisky Properties, LLC. an Idaho liability company. The principal address to be used for the Participant is 77 E. Idaho Ave., Meridian, Idaho 83642.

Whenever the term "Participant" is used herein, such term shall include any permitted nominee, assignee, purchaser, or successor in interest as herein provided. The Participant represents and warrants that their undertakings pursuant to this Agreement are and will be used for the purpose of the timely development and/or redevelopment of the Site and not for speculation in land holding. The Participant further recognizes that in view of: (1) the importance of the Site to the general health, safety and welfare of the community; (2) the reliance by the Agency on the reputation, past experience with and the business expertise of the Participant and the continuing interest and obligation which the Participant will have in the Site to assure the quality of the use, operation, and maintenance of the development thereof; and (3) the fact that a change in control of the Participant, or any other act or transaction involving or resulting in a significant change in the ownership or a change with respect to the identity of the parties in control of the Participant or the degree thereof, is for practical purposes a transfer or disposition of the Site. The qualification and identity of the Participant are of particular importance to the City and the Agency. It is because of the qualifications and identity of the Participant and the nature of the Participant's that the Agency has entered into this Agreement with the Participant.

No voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this Agreement except as expressly set forth herein. Except as provided below, the Participant shall not assign all or any part of their rights and obligations under this Agreement without the prior written approval of the Agency. For the reasons stated above, the Participant represents and warrants for itself and any of its successor(s) in interest that during the term of this Agreement, except as expressly provided herein, there shall be no change in the President/CEO/Manager of the Participant (other than such changes occasioned solely by the death or incapacity of an individual) without the prior written approval of the Agency, which approval shall not be unreasonably withheld or delayed. Any upcoming change in the

President/CEO/Manager of the Participant shall require immediate notification of such change by the Participant and written approval by the Agency, which approval shall not be unreasonably withheld.

It shall not be unreasonable for the Agency to withhold or delay its approval when using criteria such as those used by this and other redevelopment agencies in selecting participants for similar developments or because the proposed transferee does not have the current financial strength, experience, or reputation for integrity equal to or better than the Participant as of the date this Agreement has been executed by the Agency. This Agreement may be terminated by the Agency if there is any unpermitted significant change (voluntary or involuntary) in the management or control of the Participant in violation of this Agreement (other than changes occasioned solely by the death or incapacity of an individual) that has not been approved by the Agency previous to that change, if such change occurs prior to the completion of the development of the Site as evidenced by the issuance of a Certificate of Completion therefore.

Notwithstanding the foregoing and any other provisions hereof, the Participant reserves the right, at their discretion and without the prior written consent of the Agency, to join and associate with other persons in joint ventures, partnerships, or other entities for the purpose of acquiring and developing the Site or portions thereof, provided that the Participant remains fully responsible to the Agency as provided in this Agreement with respect to the Site. Any significant change during the period of this Agreement in the controlling interest of the Participant or the control by the Participant of the development of the Reimbursable Public Improvements covered by this Agreement is subject to the approval of the Agency. Provided, however, that the Participant shall be allowed to add to their development team certain consultants and other development professionals.

F. Development

The Participant shall make reasonable efforts to proceed within the Scope and Schedule of Development as set forth within Exhibit E of this Agreement. The Private Development and any development upon the Site by Participant, their successors, assigns, or purchasers of the Site or any portion of the Site shall comply with all the

provisions of the Plan, any City Agreements, any City Conditions of Approval, and all applicable regulations, requirements, ordinances and codes of agencies with jurisdiction.

G. Transfer of Property

The Agency shall transfer its ownership interest in the 703 Property to Participant via warranty deed within 60 days of the execution of this DA. Any closing costs shared be shared equally by the Parties.

H. Option

Agency hereby grants and Participant shall have an option to purchase the 713 Property for the sum of one dollar (\$1.00) and right of first refusal for said property until December 31, 2018 subject to the conditions noted herein. The Parties recognize that the 713 Property is currently leased to the Meridian Library and the parties desire to allow them to complete as much of the lease term as reasonably possible. The Parties recognize that Agency has the ability to seek proposals or list the property for sale during the time Participant holds the above described option. Participant may excise this option prior to Agency receiving a legitimate written offer to purchase the 713 Property. Once Agency receives such a written offer then Participant's option to purchase is extinguished. Agency shall notify Participant and provide a copy of the written offer. Participant shall have thirty (30) days from the date of the written notice of the offer to purchase the property for the amount of the offer. If Participant fails to timely purchase the property, then Agency may sell the property to the buyer without further notice to or the permission of the Participant. If a potential buyer that made such an offer does not purchase the property and the term of this Agreement has not yet expired, then Participant's option and right of first refusal shall be reinstated as if there had been no legitimate offer made to Agency.

If Participant desires to exercise its option it shall give written notice to Agency of Participant's desire to exercise this option to purchase and indicate a present ability to do so, which written notice shall be given by certified mail, return receipt requested, to

Agency on or before December 31, 2018. The notice from Participant must also include Participant's development plan for the property including the development timeline. A failure to provide said notice and attachments within the timeframe set forth herein shall cause this option to expire. In the event Participant delivers a proper notice desiring to exercise its option, then the Agency shall meet with the Participant to review its re-development plans for the property and the timeline for development. Agency has complete discretion on whether to accept the proposed development plans and timeline. If the Agency does not accept Participant's development plan and timeline then the option to purchase shall be deemed to have expired upon written notice of the rejection by the Agency to the Participant. If the Agency accepts the proposed development plan and timeline, then said acceptance and any corresponding modifications or additions to this DA must be executed in writing by the Parties to be effective and shall constitute an amendment to this DA. This amendment to the DA will specify the date the 713 property is to be transferred to Participant.

I. Reimbursable Improvements

The reimbursable Improvements noted in this DA will improve and enhance the public amenities and infrastructure within the Agency boundaries and the desired character and appearance of re-development within of the downtown core and provide for greater public health, safety and welfare. Because of the development achieves several of the objectives contained within the Plan, the Agency finds that this DA is in the best public interest, will improve safety and traffic access, and provide for enhanced development of the Site and economic success of the Plan Area.

Generally, the objective of the Agency is to fund those activities which comply with the eligibility criteria set forth in the Idaho Urban Renewal Law, the Idaho Economic Development Act, and the Plan.

In consideration of the terms of this Agreement, Agency agrees to reimburse Participant for the reasonable costs of the reimbursable Improvements, in the amount of one hundred sixty-five thousand dollars (\$165,000.00) as defined herein. The reimbursable Improvements consist of the improvements described in Exhibit D of this

Agreement. The reimbursable Improvements defined in Exhibit D are considered all-inclusive and can only be modified by mutual written agreement of the Parties.

The Parties agree that all reimbursement payments to be made under this Agreement for the reimbursable Improvements are to be made to Participant. To receive reimbursement, Participant must provide written documentation acceptable to Agency from the City, ACHD and any other applicable government agencies that the reimbursable Improvements have been completed in accordance with the applicable agency's specifications and requirements and that said agency has accepted or approved said improvements. Said reimbursement amount to be paid to Participant as provided in Exhibit D.

J. Re-Development of the Site by Participant

The Site currently consists older outdated buildings and comprises underdeveloped property. Participant agrees its redevelopment of the Site will be constructed as generally provided in this Agreement and the Exhibits attached hereto and incorporated herein by reference, and in compliance with the information and terms contained in this Agreement, the Plan and any City conditions of approval.

The Participant shall carry out the redevelopment of the Site in compliance with those plans and designs submitted to the Agency and the City. Prior to commencement of construction, the Participant shall provide the Agency with those drawings, plans, and specifications then required by the City of Meridian Planning and Zoning Department and/or Building Department. The Parties grant to the Agency the authority to reject or require modification to these documents as part of the approval process with the City. The Agency is not required to exercise this authority to review and approve but if it desires to do so it must do so within 30 days of the receipt of the documents from the Participant or they will be deemed acceptable to the Agency. Any subsequent modification of the Agency-approved Basic Concept Drawings, Private Development Plan, City Agreement or City Conditions of Approval shall require the further similar opportunity for review and approval of the Agency.

K. Bodily Injury, Property Damage, and Worker's Compensation Insurance

No later than ten (10) business days following the execution of a deed by the Agency transferring property to Participant, the Participant shall furnish or cause to be furnished to the Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least \$2,000,000 for any person, \$2,000,000 for any occurrence, and \$2,000,000 property damage, naming the Agency as an additional insured. The Participant shall maintain workers' compensation insurance as required by law and also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Participant and any contractor with whom they have contracted for the performance of work on the Reimbursable Public Improvements carries workers' compensation insurance as required by law. Upon request by the Agency, Participant shall furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that any contractor with whom Participant has contracted for the performance of work on the Site outside of the Reimbursable Public Improvements carries workers' compensation insurance as required by law.

L. Indemnification

Participant shall indemnify, defend and hold Agency and its respective officers, agents, consultants and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "general claim"), which may be imposed upon or incurred by or asserted against Agency or its respective officers, agents, consultants and employees by reason of any of the following:

- a. Any and all work done in, on, off, or about the Site, including, without limitation, the construction of any and all buildings, facilities and improvements;

- b. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or area, or any part thereof, where the work by Participant is being performed;
- c. Any negligence on the part of Participant or any of their agents, consultants, contractors, subcontractors, servants, employees, subtenants, operators, licensees, guests or invitees;
- d. Any accident, injury, or damage to any person or property occurring in, on, about or enroute to or from the Site or area where the work by Participant is being performed or any part thereof, whether during construction or after construction; and/or
- e. 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.

Participant shall also indemnify and hold harmless and defend Agency and its 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 reimbursable Improvements by Agency (“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 reimbursable 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 reimbursable 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 reimbursable 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 reimbursable 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 their 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 officers, agents, consultants and employees by reason of any such claim, Participant, upon written notice from Agency shall, at Participant's expense, bear the cost and expense of defending Agency against such action or proceedings by counsel selected by Agency.

M. Rights of Access During Construction

Representatives of the Agency and the City shall have the reasonable right of access to the Site without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in rehabilitating and/or constructing the improvements.

N. Antidiscrimination During Construction

The Participant, for themselves and their successors and assigns, agree that in the rehabilitation and/or construction of improvements on the Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin unless otherwise permitted by federal or state law.

O. Agreement to be Recorded Affecting Real Property

Concurrent with this Agreement, the Participant and the Agency have executed an "Agreement to be Recorded Affecting Real Property," attached hereto as Exhibit F

and incorporated herein by reference, which provides for certain covenants and agreements on the part of the Participant consistent with the terms and purposes of this Agreement. The Agency is authorized to record and shall record the Agreement to be Recorded Affecting Real Property after completion of the Participant's re-development of the applicable property and completion and acceptance by the Agency and other applicable agencies of the reimbursable Improvements covered under this Agreement pertaining to the applicable portions of the Site.

The Parties shall also prepare and approve a Memorandum of Agreement as described in Section IV C of this Agreement. The Memorandum of Agreement shall be recorded within ten (10) days of the effective date of this Agreement.

P. City, ACHD, ITD and Other Approvals

Participant shall keep Agency advised of the approval process of City, ACHD and any other applicable agencies and advise the Agency immediately, if any action of the aforementioned agencies shall affect the scope, schedule and/or purpose of the Agreement.

II. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA

A. Use of the Site

The Participant agrees and covenants to devote the Site to the uses specified in this DA and the Plan and to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect and comply with the on-going obligations described herein. This provision shall be included within the Agreement to be Recorded Against Real Property.

B. Obligation to Refrain from Discrimination

The Participant covenants and agrees for themselves, their successors, their assigns, and every successor in interest to the Site or any part thereof that, unless otherwise permitted by federal fair housing laws, there shall be no discrimination against

or segregation of any person or group of persons on account of race, age, color, creed, religion, sex, marital status, handicap, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall the Participant themselves or any person claiming under or through them establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site unless otherwise permitted by applicable federal fair housing laws. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

C. Form of Nondiscrimination and Nonsegregation Clause

The Participant shall refrain from restricting the rental, sale, or lease of the Site on the basis of race, age, color, creed, religion, sex, handicap, marital status, ancestry, or national origin of any person unless otherwise permitted by applicable federal fair housing laws. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that, unless otherwise permitted by federal fair housing laws, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, age, handicap, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed unless otherwise permitted by federal fair housing laws. The foregoing covenants shall run with the land."
2. In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through, him, that this lease is made and accepted upon and subject to the following conditions:

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

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

D. Effect and Duration of Covenants

The covenants contained in this Section II of this DA shall remain in effect until December 31, 2026 (the termination date of the Plan). The covenants against discrimination contained in Sections II of this Agreement shall remain in effect in perpetuity. 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, and the tenants, lessees, sublessees, and occupants of the Site, for the benefit of and in favor of the Agency, its successors and assigns, the City, and any successor in interest thereto.

E. Taxes

The Participant and/or owner(s) of the Site or any portions thereof shall pay when due all applicable real estate and personal property taxes and assessments assessed and levied on the Site or their respective portions thereof. This provision or covenant shall run with the land and be binding upon Participant’ successors and the successors

of the owner(s) of the Site or portions thereof. Except as set forth below, nothing herein contained shall be deemed to prohibit the Participant from contesting the validity or amount of any tax, assessment, encumbrance, or lien or to limit the remedies available to the Participant with respect thereto; provided, such contest does not subject the Site or any portion thereof to forfeiture or sale. Participant and Agency agree to cooperate in the submittal of information to the Ada County Assessor to aid in the assessment process of the Site. Participant recognizes the Agency has little or no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of the Agency to fully satisfy its obligations to the Participant under this Agreement is dependent on the ad valorem assessment and collection process. Therefore, in the event insufficient annual net tax increment revenues generated by the Site are received by the Agency because of reductions of the tax levy rates or assessed values being 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 receive less reimbursement from the Agency.

III. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

Subject to any approved extensions of time as set forth in this Agreement, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The Party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence and during any period of curing shall not be in default.

The Party claiming default shall give written notice of default to the party in default specifying the default complained of, and the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice; said thirty (30) days constitutes the period to cure any default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert, or enforce any such rights or remedies. The time to cure a default shall not commence until notice is provided.

It is expressly understood and agreed that each of the covenants, promises, stipulations and agreements of the Parties hereto and under the provisions of this DA, the Plan and City Conditions of Approval are made to the other and that each covenant, promise, stipulation, and agreement of the Parties shall be deemed and construed as material. It is further understood and agreed that the failure, refusal, or neglect for any reason whatsoever of either party to perform any of the covenants, promises, stipulations, or agreements to be performed by that Party pursuant to the terms and provisions of this Agreement, the Plan or the City Conditions of Approval shall constitute a material default on the part of that Party giving to the other party the right to exercise each and every of its remedies reserved in or under or otherwise the right to enforce this Agreement, the Plan and the City Conditions of Approval in accordance with the provisions of this article and other provisions relating to default in either this Agreement, the Plan or the City Conditions of Approval. Any reference to default or act of default under the provisions of the Plan or City Conditions of Approval shall be deemed to be a corresponding and simultaneous default under this Agreement. The City conditions of approval may take the form of a formal approval letter, agreement or decision with several conditions of approval and references to established City standards.

B. Legal Actions

In addition to any other rights or remedies, any party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court of the County of Ada, State of Idaho, in any other appropriate court in that county, or in the United States District Court for the District of Idaho. The nondefaulting party may also, at their option, cure the default and collect the

attorney fees and costs incurred by virtue of curing or correcting the party's breach. Further, the nondefaulting party may pursue an action to require the defaulting party to specifically perform the terms and conditions of this Agreement. The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

C. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party. The Agency rights and remedies retained by the Agency shall include without limitation: an action for specific performance, damages or other equitable remedy and withholding payment of its funds then due under this Agreement.

D. Damages

If the Agency or the Participant defaults with regard to any of the provisions of this Agreement, the nondefaulting party shall provide written notice of such default to the defaulting party. If the default is not cured within thirty (30) days after providing notice of default, the defaulting party shall be liable to the other party for any damages caused by such default.

It is understood and agreed by the Parties that since real property is to be conveyed to Participant under this DA without a right of reversion, damages for Participant's failure to comply with the terms of this DA will be very difficult to determine. Therefore, should Participant fail to comply with the terms and conditions of this DA, Agency may demand that Participant pay the Agency the sum of one hundred sixty thousand dollars (\$160,00.00) as liquidated damages. This amount is not intended by the Parties to be a penalty but is an effort to cover some of the damages that will be suffered by Agency. This amount will be paid by Participant to Agency within thirty (30) days of the date of the Agency's written demand.

E. Specific Performance

If the Agency or the Participant defaults under any of the provisions of this Agreement, the nondefaulting party shall provide written notice of such default to the defaulting party. If the default is not commenced to be cured by the defaulting party within thirty (30) days of providing the notice of default, the nondefaulting party, at the nondefaulting party's option, may institute an action for specific performance of the terms of this Agreement or for other equitable relief. In addition, if, in the reasonable judgment of the Agency based upon the Agency's review of the construction plans and drawings submitted to it by the Participant and upon the Agency's physical inspection of the Site and any reimbursable Improvements, the Agency determines at any time, that the construction work deviates materially from the specifications set forth in such plans and drawings (other than such deviations as shall have been previously approved by the Agency), the Agency shall provide written notice of such deviation to the Participant. If the Participant does not cure such deviation within thirty (30) days of providing such notice, the Agency, at the Agency's option, may institute an action for specific performance compelling the Participant to correct such deviation or for other equitable relief. Agency is not obligated to review and point out any such deviations.

F. Termination

If either party is in breach or default of the terms of this DA, then upon proper notice and opportunity to cure as provided herein, the non-defaulting party may terminate this DA. Upon such termination, non-defaulting party shall have no further liability to the other under this Agreement.

IV. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between the Agency and Participant shall be sufficiently given if dispatched by regular mail or registered or certified mail, postage prepaid, return receipt requested, to the last known address 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. Nonliability of Agency Officials and Employees

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

C. Memorandum of Agreement and Recording

It is agreed by both the Agency and the Participant that, in lieu of the entire Agreement, a memorandum or short form of this Agreement shall be prepared and be recorded in the records of Ada County, Idaho in the form attached hereto as Attachment 6. All covenants and conditions set forth herein shall be appurtenant and shall run with the land and shall be binding upon Participant' heirs, successors, and assigns.

Upon the completion of the re-development on the Site and applicable acceptance thereof by the appropriate agency, then any and all duties, obligations, or undertakings of the Participant would pass to and be assumed by any successor in interest to the Participant to the extent any successor receives, takes or assumes Participant's ownership and/or interest in all or any portion of the Site.

D. Attorney Fees and Costs

In the event that either party to this Agreement shall initiate an action to enforce any of the provisions hereof in any action at law or in equity, the non-prevailing party to such action 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 in the judgment entered in such action.

E. Severability

The provisions in this Agreement are severable. Should any one or more of the provisions of this Agreement for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

F. 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.

G. Counterparts

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

H. 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 thirty (30) days after such dispute arises. If the Parties fail to resolve the dispute informally 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 or other mutually agreeable timeframe after such commencement 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.

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; 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; 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 the Agency and Participant.

J. Inspection of Books and Records

The parties shall have the right, upon not less than seventy-two (72) hour notice, at all reasonable times, to inspect the books and records of the other party.

K. Attachments and Exhibits Made a Part

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

L. Computation of Time

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As

used herein, "legal holiday" means a legal holiday recognized by the City on which the offices of the City are closed for City business.

M. No Third-Party Beneficiary or Joint Venture

The provisions of this Agreement are for the exclusive benefit of Agency and Participant and their authorized successors and assigns, and not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person except for provisions expressly for the benefit of a mortgagee of Participant or its successors and assigns. The parties hereto are no partners nor are they to be considered to be engaged in any joint venture.

N. Good Faith and Cooperation

It is agreed by Agency and Participant that it is in their mutual best interests and in the best interests of the public that the re-development of the Site proceed and be completed as herein agreed, and, to that end, the Parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this DA and shall deal fairly with each other.

V. AMENDMENTS TO THIS AGREEMENT

This Agreement may only be amended by mutual written agreement of the Parties hereto.

VI. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement comprises 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 provision of this Agreement must be in writing and signed by the appropriate authorities of the Agency and Participant.

VII. TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY

The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency.

AGENCY

Date: _____

MERIDIAN DEVELOPMENT CORPORATION

By _____
, Chairman

Attest _____
MDC Secretary

PARTICIPANT

Date: _____

NOVEMBREWISKY PROPERTIES, LLC

By _____
Joshua Evarts, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2017, before me, the undersigned notary public in and for said county and state, personally appeared _____ known or identified to me to be the Chairman of the Meridian Development Corporation, a 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 the 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
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2017, before me, the undersigned notary public in and for said county and state, personally appeared _____, known or identified to me to be the Secretary of the Meridian development Corporation, the public body corporate and politic, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of the 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
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2017, before me, a Notary Public in and for the State of Idaho, personally appeared Joshua Evarts known or identified to me to be the authorized manager of NOVEMBREWHISKY PROPERTIES, LLC the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

Exhibit A – Legal Description 703 N. Main

BOUNDARY DESCRIPTION FOR THE MERIDIAN DEVELOPMENT CORPORATION

MDC PARCEL

A parcel located in the NW ¼ of the SW ¼ of Section 7, Township 3 North, Range 1 East, Boise Meridian, and being a part of Lots 11 through 16 of Block 2 of the *AMENDED PLAT OF THE TOWNSITE OF MERIDIAN* as shown in Book 1 of Plats at Page 30 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southwesterly corner of the SW ¼ of said Section 7, from which a brass cap monument marking the northwesterly corner of said NW ¼ of the SW ¼ bears N 0°43'29" E a distance of 2652.60 feet;

Thence N 0°43'29" E along the westerly boundary of said SW ¼ a distance of 2032.08 feet to a point;

Thence leaving said westerly boundary S 89°22'36" E a distance of 308.18 feet to a point on the southerly boundary of said Lot 11 and the POINT OF BEGINNING;

Thence continuing S 89°22'36" E along the southerly boundary of said Lots 11 through 16 a distance of 175.32 feet to a 5/8 inch diameter iron pin marking the southeasterly corner of said Lot 16;

Thence N 0°33'11" E along the easterly boundary of said Lot 16 a distance of 60.02 feet to a 5/8 inch diameter iron pin;

Thence leaving said easterly boundary N 89°22'36" W a distance of 149.91 feet to a 5/8 inch diameter iron pin on the westerly boundary of said Lot 12;

Thence S 0°36'37" W along last said westerly boundary a distance of 34.87 feet to a point;

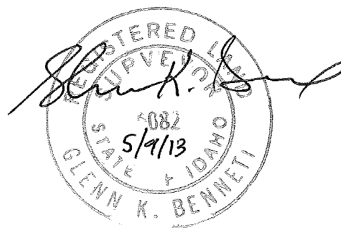
Thence leaving said westerly boundary N 89°23'23" W a distance of 27.57 feet to a point;

Thence S 0°35'05" W a distance of 17.46 feet to a point;

Thence a distance of 8.10 feet along the arc of a 14.50 foot radius curve left, said curve having a central angle of 32°01'30" and a long chord bearing S 15°25'40" E a distance of 8.00 feet to the POINT OF BEGINNING.

This parcel contains 0.22 acres and is subject to any easements existing or in use.

Prepared by: Glenn K. Bennett
Civil Survey Consultants, Inc.
May 9, 2013



Attachment B – Legal Description 713 N. Main

The North half of Lots 12, 13, 14, 15 and 16, in Block 2 of the Amended Townsite of Meridian, according to the Official Plat thereof, filed in Book 1 of Plats at Page 30, records of Ada County, State of Idaho.

Exhibit C– Proposal

Proposal Cover Sheet Meridian Development Corporation RFP

Name of Entity or Individual Making the Proposal:

Novembrewhisky Properties, LLC

Name and Title of Individual Authorized to Act on Behalf of the Individual/Entity and who is signing below:

Joshua Evarts, Managing Member

My/our proposal relates to the following subject property or properties (Check those that apply):

 X BOC Building – 703 N. Main St., Meridian Idaho

 X WF Building – 713 N. Main St., Meridian Idaho

By signing this Cover Sheet I understand and agree on behalf of myself, if submitted by an individual, or on behalf of the company/corporation, if submitted by an entity, that this proposal is good for 90 days, that I/we will conduct any negotiations in good faith with MDC and that MDC has the complete discretion whether to select or reject a proposal and/or any alternatives contained therein and accept or reject any agreement prior to the full execution of an agreement resulting from this RFP.


Name: _____

Title: Managing Member

Date: September 30, 2016



Novembrewhisky Properties, LLC is honored to present this proposal in response to:

Meridian Development Corporation (MDC) Urban Renewal Agency RFP for the following:

- 1. The real property, building and improvements located at 703 N. Main St., Meridian, Idaho 83642 which is the former Bank of the Cascades Building and the former MDC Groundfloor (BOC Building); and/or*
- 2. The real property, building and improvements located at 713 N. Main St., Meridian, Idaho 83642 which is the former Washington Federal Building (WF Building).*

Josh Evarts, 208-631-9229, JOSH@NOVEMBREWHIKSY.COM



September 30, 2016

Meridian Development Corp (MDC)

Attn: Ashley Squyres

33 E Broadway Ave

Meridian, Idaho 83642

208-477-1632

RE: RFP Response

Ms. Squyres,

Thank you for the opportunity to present the enclosed RFP response to MDC. My journey towards this project has been a unique one. It began last Fall as my wife and I discussed what the next chapter of life would hold for us after our youngest child graduates from Cole Valley Christian High School in Spring of 2017. After long deliberation, we determined our dream would be to stay Meridian residents for the next 25+ years and would begin the exploration for a downsized home in, or near downtown for us to move into in late 2017.

As this exploration revealed itself, our daughter took a job in Denver, CO selling downtown lofts. They were beautiful properties that allowed for unmatched live/work options in a vibrant downtown. This prompted Lori and I to dream about the possibility of having these kinds of options in downtown Meridian. With a shrinking amount of land in our downtown, the ONLY option for true renewal and growth is to go VERTICAL. Mixed use developments that support ground floor retail, mid floor commercial offices and top floor residential lofts must be pursued to change the dynamics in our downtown as a destination and community for the kinds of businesses and residents that will drive future value for the entire downtown district. We have a 75-foot ceiling for downtown buildings...we need to press it up and go big.

We began conversations with the McFadden representatives to purchase the original Meridian Exchange Bank property on the corner of Broadway and 2nd for this kind of development. We concurrently had some rough drawing and budgets assembled by a local architect for a development on that site. As this property is tied up in estate adjudication, we walked downtown and looked for other options. This led to discussions with MDC regarding the long-

Josh Evarts, 208-631-9229, JOSH@NOVEMBREWHISKY.COM

term plans for the bank properties being offered in this RFP. MDC, wisely, opened up this RFP opportunity for all interested parties to respond with their vision for these key properties.

In this document, my wife and I will propose a vision, plan and schedule for these properties. We will handle them individually as a Phase One (703) and Phase Two (713) efforts. I deliberately kept this proposal concise as we anticipate details to be refined in conjunction with MDC if we are fortunate enough to be selected as your partner in this.

The unintended consequences of all of this is the potential displacement of two KEY partners in our downtown; the Treasure Valley Children's Theater and our unBound library that currently occupy these sites. As a city, we have grown two fabulous assets, through discounted leases and development resources, without a long-term plan for meeting their permanent physical location needs. I share this as I will not be the entity that displaces them. I am not going to offer a prescribed start date for my project. I am ready to go anytime. I have met with both Autumn and Gretchen to this end and am excited about directions both of them are taking to make a development on these properties a reality.

I would caution both MDC and the City of Meridian to be careful in the future. As we move (as a city) to aggressively pursue development and renewal of our downtown, we cannot encumber physical property assets with occupants that do not have an exit strategy (if the city intends to use these assets for development and renewal). I am not being preachy here. I am well aware of the larger economic environments (including failed RFPs) that led to TVCT, unBound and New Ventures Lab. I share this as an encouragement that we are seeing real renewal in our downtown that requires the city to participate with the assets on the tax payer balance sheet.

I have run ALL the numbers on this proposal. My bank, Mountain American Credit Union, is standing by to partner with me as they did for both the Heritage Building and the Vault. I am not going to spend significant time on my track record. It speaks for itself. Lori and I were able to attract a key Meridian partners in the Heritage Hop Haus and SaaSFocus as tenants in the Heritage Building. Gross incomes for employees in that building will exceed \$2.5M in 2017. The Vault continues to be a great success story and asset for our downtown, bringing dozens of unique events each year and showcasing our rich history to residents and students every week.

With opportunity comes risk. This proposal, for Lori and I, does not "pencil-out" as a near-term, financially wise project. Like Cortez, we are burning the ships as we arrive in the New World. We will sell our personal residence in Meridian and commit to being the first loft residents in the Phase One, *Main and Broadway* building. We will commit to building an anchor development in our downtown that will set the bar for future development. That is our investment. I am asking MDC to make an equal investment and sacrifice. Our request is simple, and is the same for each Phase of development:

1. That MDC would deed the physical properties over to us for development, at no charge, when we finalize the Development Agreement for each property as determined by MDC

Josh Evarts, 208-631-9229, JOSH@NOVEMBREWHIKSY.COM

2. That MDC would contribute 10% of the determined project cost of development as finalized in the Development Agreement for each Phase (i.e. We have planned for Phase One to cost ~\$1.65M in project costs, we would ask MDC to contribute \$165k to that amount) We arrived at this contribution based on average architectural fees (8-10% of new construction project cost) plus the demolition of the existing structures. We would expect mutual approval of all architectural plans under this agreement to ensure complete alignment with the long-term vision from the City of Meridian.

We are well aware of the big ask we are proposing to you. However, when you consider the future of downtown Meridian that will be impacted by this project and the investment being made by my wife and I (in partnership with MDC)... it is worth it all.

Thank you for your consideration.

Humbly,



Josh Evarts, Managing Member
Novembrewhisky Properties, LLC
208-631-9229

Josh Evarts, 208-631-9229, JOSH@NOVEMBREWHISKY.COM

Phase One: 703 N Main Street

Vision: This property is currently occupied by the Treasure Valley Children's Theater. It is the natural beginning for our development efforts as the hard corner of Main and Broadway. That is why we have chosen the brand and identity:



This will establish the tone and vision for our downtown for decades to come. The current site will support (given parking requirements and other mechanical footprints) a four-story property developed as follows:

- a. Ground Floor: 3,800 sqft of retail commercial space. We have already started discussion with the anchor restaurant tenant (2,500 sqft), leaving a 1,300 sqft space to be leased prior to project completion. We have a commercial agent working this strategy now.
- b. Second Floor: 4,000 sqft of commercial office space. This space will be designed to attract technology firms into our downtown. This provides high salary professionals who spend money where they work and are the potential live/work residents that would be attracted to a downtown loft living concept.



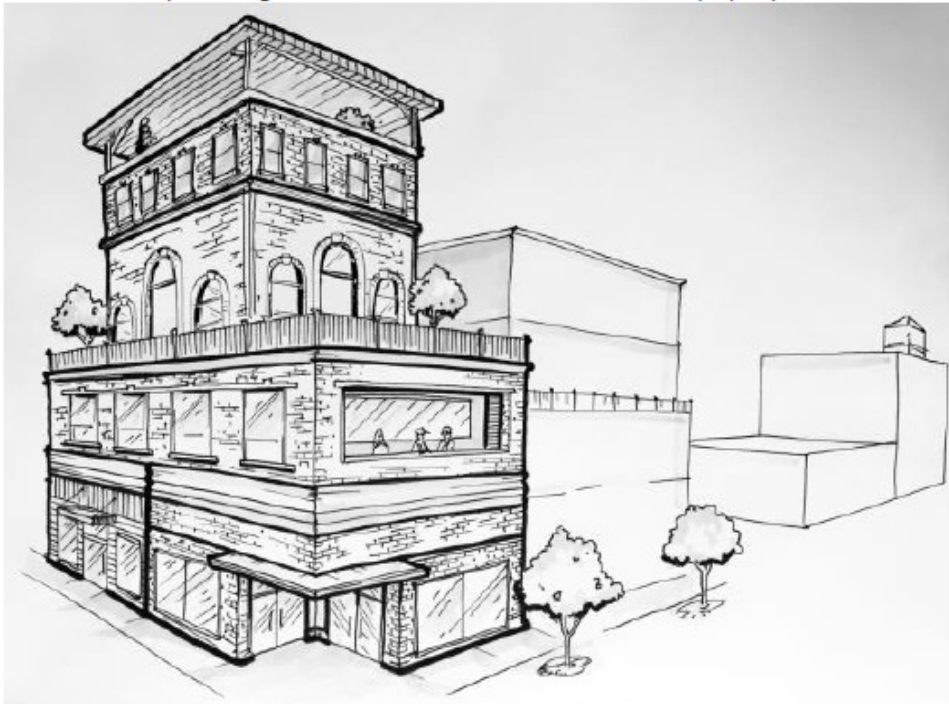
- c. Third/Fourth Floor: TBD Residential Lofts. Based on parking requirements, we can develop up to three units here, but this is the place where we have the most flexibility

Josh Evarts, 208-631-9229, JOSH@NOVEMBREWHIKSY.COM

as my wife and I will be living there for the next 25+ years. Our commitment is to two floors to meet the objective of going VERTICAL, but specifics will be determined as we finalize the Development Agreement with MDC.



The initial concept drawing below is a draft of our vision for what this property could be!



Josh Evarts, 208-631-9229, JOSH@NOVEMBREWHIKSY.COM

Plan: The estimated project cost for Phase One is \$1.65M. This is a significant investment that addresses MDC objectives as follows:

MDC Goals	Main and Broadway Project
Strengthening the economic base of the area and community and stimulating new commercial expansion, employment and economic growth.	7,800 sqft of leasable commercial space that is intimately aligned with the vision of Destination Meridian. Creation of the first loft-style, mixed-use, residential living concept in downtown Meridian.
Strengthening the tax base by encouraging private development and increasing the assessed values of properties within the district.	A projected \$2M valued physical property being added to the tax roll for the Ada County Assessor (when land values are added to the valuation).
Eliminating of obsolete building types and inadequate public improvements and facilities.	This bank building has exhausted its useful life and must be torn down to accommodate commercial use apart from a bank.
Promoting modern integrated development with appropriate setbacks, parking, and pedestrian and vehicle circulation.	This site already provides sufficient parking to accommodate the proposed commercial parking requirements. Covered garages are included in the design plans for residential units.
Providing unity and integrity of design in the district.	The proposed design is a modern take on a classic brick construction. We will work closely with MDC during final plan creation to ensure unity.
Promoting an improved environment for new commercial and residential developments.	This project is a standard for all future downtown renewal projects to follow. Even though the numbers do not fully support a residential concept today, it will provide the thought leadership needed to entice future developers.
Converting currently vacant buildings and underdeveloped land into residential, commercial, lodging, retail, office, public and private parking and public and semi-public uses.	With the pending vacancy of TVCT, this is the perfect opportunity to transform this corner of downtown Meridian into a dynamic and successful mixed-use development.

Schedule: We are estimating a 12-month construction period following execution of the Development Agreement with MDC, transfer of the deeded property to my wife and I, plan approval from the City of Meridian and clearing of the property.

Josh Evarts, 208-631-9229, JOSH@NOVEMBREWHIKSY.COM

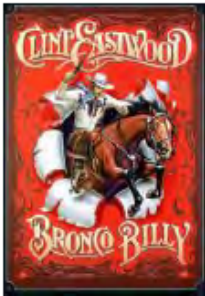
Phase Two: 713 N Main Street

Vision: This property is currently occupied by the MLD unBound branch. Lori and I believe that this site would be a natural Phase Two project that would break ground 14 months after the Phase One project is complete. This schedule is designed to faithfully determine the best use mix for Phase Two. Is there a more optimal mix of commercial vs. residential that might be developed to facilitate the evolving needs of downtown Meridian?

Plan: Our design will be a perfect complement to Phase One, with complete agreement from MDC as we jointly work towards our Development Agreement for Phase Two. Transfer of the deeded property and a 10% match of project cost would be expected. However, transfer of the deed would not be expected until the Development Agreement is executed in order to protect the city.

Schedule: Schedule TBD based on plan execution above.

Bronco Billy



One additional historical consideration Lori and I have discussed has been the creation of a mixed drink to be served in our home at private events in honor of the 1980, Clint Eastwood film shot on location. The drink will be named the "Bronco Billy". It will be a modern take on an old fashioned, garnished with candied bacon and charred orange peel.

I also intend to hold an annual viewing of the western classic during historic preservation month...on my patio.

Closing

In closing, passion is key for project success. This is NOT a get rich or power move from Lori and I. We genuinely love this city and want to add value anyway we can. I have a passion for these unique property developments. This one in particular is so strategic, I believe it will change the trajectory of downtown Meridian...forever. It is a big ask of all us to be bold enough to take on this challenge. I am honored you would consider me for the job.

Given the significant scope of this proposal, I am happy to come brief this in person and field any questions you may have publically.

Joshua Evarts, Managing Member
Novembrewhisky Properties, LLC

Josh Evarts, 208-631-9229, JOSH@NOVEMBREWHIKSY.COM





General Development

The development of the re-development upon the Site shall be in acceptable conformity with the Agency's Plan, all applicable City building, zoning, design review approval and subdivision ordinances and the City Conditions of Approval. The Agency and the Participant will cooperate and direct their consultants to cooperate so as to ensure the continuity and coordination vitally necessary for the proper and timely completion of the re-development to be constructed on the Site.

All improvements constructed by the Participant shall be constructed substantially in accordance with this Scope and Schedule of Development, Plan, City Agreements, City conditions of approval, with plans and drawings which have been submitted to the City and other applicable agencies and the Agency. Plans and drawings are to be submitted to the Agency for review and approval concurrent with submission to the City and other applicable agency as they are to be reviewed and approved by the Agency in accordance with this Agreement. The Participant shall also provide the Agency with the plans and the specifications of the reimbursable Improvements for review and approval at the same time they are submitted to the applicable agency. Agency may defer to and concur with the City approval process and the results thereof.

Any development or construction not in substantial accordance with this Scope and Schedule of Development shall require the approval of the Agency.

Generally, the Private Development consists of a mix of commercial, retail, office and residential uses.

Once construction has commenced, the Participant shall proceed diligently and continuously, subject to all of the terms and conditions of this Agreement. Construction shall be continued diligently until completed on or before the times set forth herein.

Exhibit D – Reimbursable Improvements
REIMBURSABLE IMPROVEMENTS

Generally, the objective of the funding of the reimbursable Improvements is to fund those activities, which comply with the eligibility criteria set forth in the Idaho Urban Renewal Law, the Idaho Economic Development Act and the Plan. In consideration of Participant being required to comply with the foregoing as well as the other terms and conditions of this Agreement, MDC agrees to reimburse Participant for certain improvements and costs as described in this Exhibit. Improvements that are eligible for reimbursement include the following: demolition and site preparation work (MDC may choose to perform that work prior to transfer of the property and deduct it from the amount to be reimbursed or allow Participant to perform the work and seek reimbursement); construction, replacement, repair or upgrading of any public improvements/infrastructure and any connections thereto as well as any associated fees; costs associated with the exterior façade of the building abutting Broadway or Main Street as the exterior is designed and approved by MDC to provide a style and look that is consistent with the historic character of the downtown area and a connection to the existing historic structures. MDC may spread the reimbursement payments over fiscal years 2016-2017, 2017-2018 and 2018-2019 as funds are available and budgeted and without incurring any interest charges.

Exhibit E Schedule

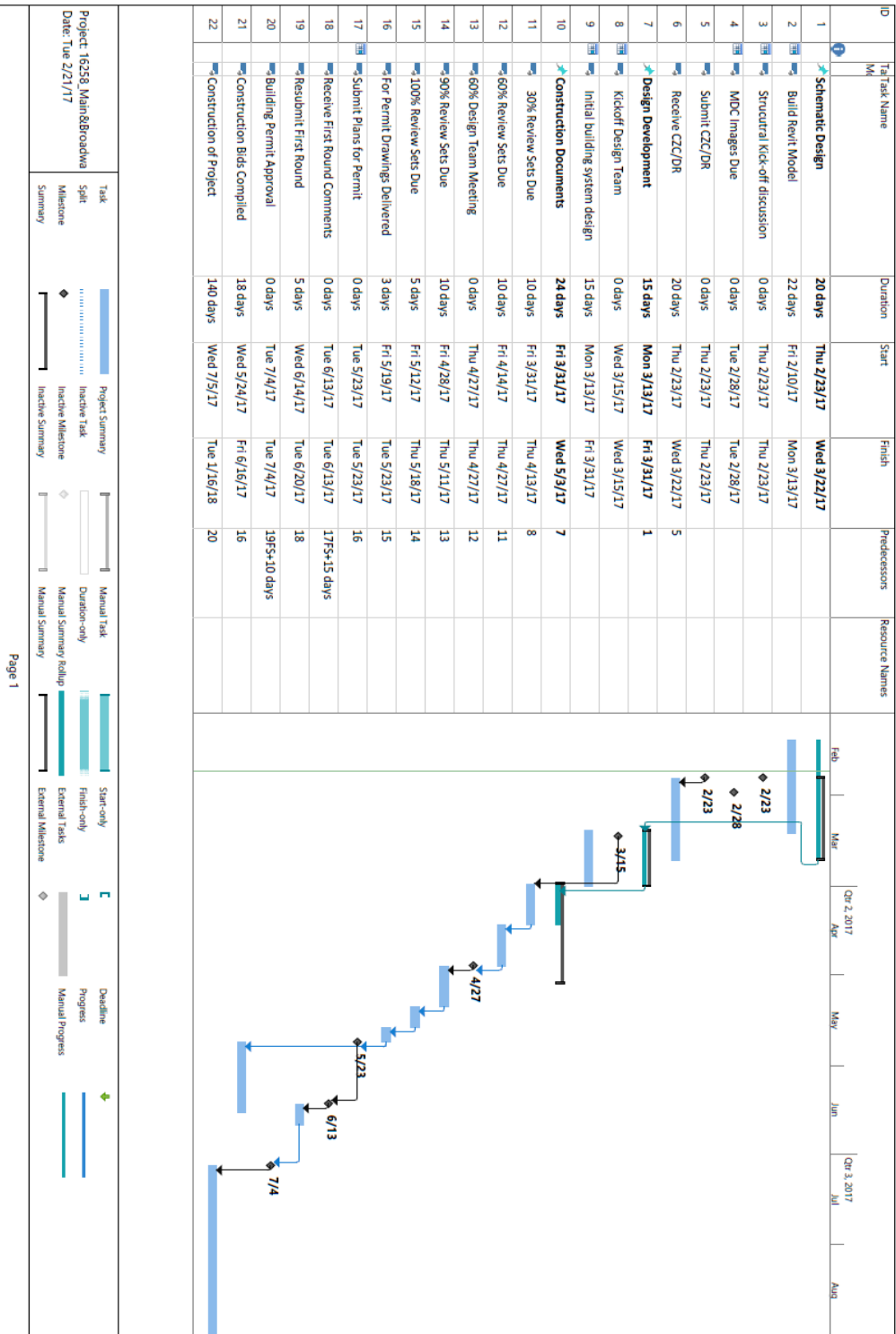


Exhibit F
Agreement to Be Recorded Affecting Real Property – One for Each of the three properties in the Site

RECORDED AT THE REQUEST OF:

The Urban Renewal Agency of the City of Meridian,
also known as the Meridian Development Corporation, and
Novembrewhisky Properties, LLC

WHEN RECORDED, RETURN TO:

The Meridian Development Corporation, and Novembrewhisky Properties, LLC

MERIDIAN URBAN RENEWAL PLAN
MERIDIAN, IDAHO

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

THIS AGREEMENT is entered into this ____ day of _____, 2017, by and between the MERIDIAN DEVELOPMENT CORPORATION, the Urban Renewal Agency for the City of Meridian, a public body, corporate and politic (hereinafter referred to as the “Agency”), and Novembrewhisky Properties, LLC (hereinafter referred to as the “Participant”), with reference to the following:

A. The Participant is the present owner of certain real property (the “Site”) located in the City of Meridian, County of Ada, State of Idaho, legally described in the attached Exhibit A.

B. The Site is within the Meridian Urban Renewal Plan Project Area (the “Project”) in the City of Meridian and is subject to the provisions of the Meridian Urban Renewal Plan (the “Plan”), adopted by the City Council of the City of Meridian. The Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. Recordation of this Agreement at the Agency’s request is conclusive evidence that the Participant has rehabilitated and/or constructed the reimbursable Improvements on the Site and have otherwise developed the Site in accordance with the Plan and pursuant to the terms and provisions of a certain “Development Agreement” entered into between the Agency and the Participant on _____, 2017 (hereinafter “Development Agreement”).

NOW, THEREFORE, THE AGENCY AND THE PARTICIPANT HEREBY AGREE AS FOLLOWS:

1. The Agency hereby acknowledges that the Participant, upon execution of this Agreement, intends to rehabilitate and prior to recording of this Agreement has rehabilitated and/or constructed certain improvements on the Site as noted in and pursuant to the Development Agreement and in accordance with the Plan.

2. The Participant, on behalf of themselves and their successors, assigns, and each successor in interest to the Site or any part thereof, hereby covenants and agrees as follows:

- a. The Participant agrees to use, devote, and maintain the Site and each part thereof for the purposes and uses specified in the Plan.
- b. The Participant or the City, ACHD or other responsible agency, as applicable and as may be agreed upon, will maintain any public improvements and landscaping on the Site in a clean and orderly condition and in good condition and repair and to keep the Site free from any accumulation of debris and waste materials.
- c. The Participant agrees that Section II of the Development Agreement; Section III ___ of the Development Agreement; and Attachment 3, Scope and Schedule of Development, relating to the reimbursement and payment by the Agency, and maintenance of the reimbursable Improvements of the Development Agreement shall remain valid and effective following expiration of the Development Agreement;
- d. Unless otherwise permitted by federal fair housing laws, the Participant agrees not to discriminate upon the basis of age, race, color, creed, religion, sex, disability, marital status, ancestry or national origin in the sale, lease, sublease, transfer, or rental or in the use, occupancy, tenure, or enjoyment of the Site or any improvements thereon. Each and every deed, lease, and contract entered into with respect to the Site shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:
 - (1) In deeds: “The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that, unless otherwise permitted by federal fair housing laws, there shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, creed, religion, sex, disability, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself, or any person claiming under or through him, establish or permit any such practice or

practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land unless otherwise permitted by federal fair housing laws.”

- (2) In leases: “The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, that this lease is made and accepted upon and subject to the following conditions:

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

- (3) In contracts: “Unless otherwise permitted by federal fair housing laws, there shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, creed, religion, disability, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land unless otherwise permitted by federal fair housing laws.”

3. Unless otherwise permitted by federal fair housing laws, there shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, creed, religion, disability, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, nor shall the Agency or Participant or any person claiming under or through them establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site or any part thereof unless otherwise permitted by federal fair housing laws.

4. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Participant and any successor in interest to the Site, or any part thereof, for the benefit of and in favor of the Agency, its successors and assigns. The covenants contained in Sections 2a and 2c of this Agreement shall remain in effect until December 31, 2026 (the termination date of the Plan). The covenants against discrimination (contained in Sections 2d and 3) shall remain in effect in perpetuity as of the date first above written.

MERIDIAN DEVELOPMENT CORPORATION,
URBAN RENEWAL AGENCY OF THE
CITY OF MERIDIAN "AGENCY"

By _____
Chairman

By _____
Secretary

Novembrewhisky Properties, LLC
"PARTICIPANT"

By _____
Its _____

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 201__, before me, _____,
the undersigned notary public in and for said state, personally appeared
_____, known or identified to me to be the _____ of
Novembrewhisky Properties, LLC, the _____ that executed the
within instrument, and acknowledged to me that he/she executed the same on behalf of
Novembrewhisky Properties, LLC for the purposes therein contained.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 20__ , before me, _____, the
undersigned notary public in and for said state, personally appeared _____,
known or identified to me to be the _____ of the MERIDIAN
DEVELOPMENT CORPORATION the public body, corporate and politic, that executed the
within instrument, and acknowledged to me that he/she executed the same on behalf of
MERIDIAN DEVELOPMENT CORPORATION for the purposes therein contained.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____

Exhibit A

Legal Description of the Site

[Exhibit A to Agreement to be inserted.]

Exhibit G
Memorandum of Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Borton-Lakey Law
Attn: Todd M. Lakey
141 E. Carlton Ave.
Meridian, Idaho 83642

(Space Above for Recorder's Use)

MEMORANDUM OF DEVELOPMENT AGREEMENT

This MEMORANDUM OF DEVELOPMENT AGREEMENT (this "**Memorandum**") is made and entered into as of the 8th day of March, 2017 (the "**Effective Date**"), by and between the MERIDIAN DEVELOPMENT CORPORATION, a public body corporate and politic, formed under the urban renewal laws of the state of Idaho ("Agency") and NOVEMBREWHISKY PROPERTIES, LLC ("Participant"). Agency and Participant may be referred to herein individually as a "**Party**," and collectively as the "**Parties**."

RECITALS

A. WHEREAS, Agency and Participant entered into that certain Development Agreement, of even date herewith (the "**Agreement**"), relating to the development of certain properties owned or controlled by Participant located in the City of Meridian, Ada County and more particularly described in Exhibit A attached hereto and incorporated by reference herein ("Site"). The Parties agreed that Participant would construct certain improvements on the Site in accordance with the Agreement and that the construction of the improvements and the development and future use of the Site would be in accordance with the Agreement and the Agency's Plan. The Agreement is expressly incorporated herein by reference and made a part hereof as though fully set forth herein.

B. WHEREAS, by this Memorandum, the Parties desire to provide public notice of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Public Notice. All members of the general public are hereby placed on notice of inquiry as to the specific provisions of the Agreement, all of which are incorporated herein by reference with the same force and effect as if herein set forth in full. This Memorandum shall be recorded in the real estate records of Ada County, State of Idaho, in lieu of recording the entire Agreement.

2. Term. The term of the Agreement shall commence on the effective date of the Agreement and shall continue until December 31, 2026, as set forth more fully in the Agreement. A copy of the Agreement may be obtained from the Meridian Development Corporation.

3. Conflicts. In the event of any conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall control.

4. Captions and Capitalized Terms. Caption headings are inserted herein only as a matter of convenience of reference, and in no way serve to define, limit or describe the scope of intent of, or in any way affect this Memorandum. Capitalized terms not defined in this Memorandum shall have the meanings ascribed to them in the Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Development Agreement as of the date set forth above.

AGENCY:

Meridian Development Corporation

Name: _____
Chairman _____

Attest: _____
Secretary

PARTICIPANT

NOVEMBREWISKY PROPERTIES, LLC.

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2017, before me, a Notary Public in and for the State of Idaho, personally appeared _____ known or identified to me to be the authorized _____ of NOVEMBREWISKY PROPERTIES, LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2017, before me, _____, the undersigned notary public in and for said state, personally appeared _____, known or identified to me to be the Chairman of the Meridian Development Corporation the public body, corporate and politic, that executed the within instrument, and acknowledged to me that he executed the same on behalf of the Meridian development Corporation for the purposes therein contained.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2017, before me, _____,
the undersigned notary public in and for said state, personally appeared _____,
known or identified to me to be the Secretary of the Meridian Development Corporation
the public body, corporate and politic, that executed the within instrument, and
acknowledged to me that he executed the same on behalf of the Meridian Development
Corporation for the purposes therein contained.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____

EXHIBIT A
Legal Description of the Site

MERIDIAN DEVELOPMENT CORPORATION
THE URBAN RENEWAL AGENCY OF THE CITY OF MERIDIAN

RESOLUTION NO. 17-009

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN MDC AND NOVEMBREWISKY PROPERTIES, LLC. ("NOVEMBREWISKY") FOR THE DEVELOPMENT AND REDEVELOPMENT OF THE MDC PROPERTIES LOCATED AT 703 AND 713 NORTH MAIN STRRET; AUTHORIZING THE CHAIRMAN AND/OR VICE-CHAIRMAN AND SECRETARY TO SIGN THE AGREEMENT; AUTHORIZING THE ADMINISTRATOR TO TAKE ALL NECESSARY ACTION NECESSARY TO IMPLEMENT THE AGREEMENT; AUTHORIZING ANY TECHNICAL CHANGES TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Meridian, Idaho, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency of the City of Meridian, Idaho, hereinafter referred to as the "MDC."

WHEREAS, the MDC, an independent public body, corporate and politic, is an 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, as amended and supplemented, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29; as amended and supplemented (collectively the "Act");

WHEREAS, the MDC was established by Resolution No. 01-367 of the City Council of the City of Meridian, Idaho (hereinafter the "City Council"), adopted July 24, 2001;

WHEREAS, the City Council of the City of Meridian, Idaho (the "City"), on October 8, 2002, after notice duly published, conducted a public hearing on the Meridian Revitalization Plan (the "Revitalization Plan");

WHEREAS, following said public hearing the City adopted its Ordinance No. 02-987 on December 3, 2002, approving the Revitalization Plan and making certain findings;

WHEREAS, the MDC Board issued a request for the development, purchase and/or lease of either or both of two parcels of real property including corresponding buildings and site improvements located generally at 703 N. Main St., Meridian, Idaho 83642 and 713 N. Main St., Meridian Idaho 83642;

WHEREAS, The MDC accepted proposals from interested persons or entities on September 30, 2016.

WHEREAS, the proposal from Novembrewhiskey was the only proposal that was received by MDC;

WHEREAS, the Board reviewed the Novembrewhiskey proposal on October 12, 2016 and felt that the approach proposed by Novembrewhiskey to redevelop the property located at 703 N. Main first and then have an opportunity to develop the property at 713 N. Main would be a strong tool to promote development and re-development in the downtown core and be a catalyst for further economic growth and development and put the properties back on the tax rolls at a higher value;

WHEREAS, after reviewing the Novembrewhiskey proposal the Board accepted the proposal and authorized negotiation of a mutually acceptable Development Agreement with Novembrewhiskey Properties, LLC which was to be brought back to the Board for consideration;

WHEREAS, MDC and Novembrewhiskey Properties, LLC have agreed to enter into a Development Agreement, a copy of which is attached hereto as Exhibit A, for the development of the MDC properties located at 703 N. Main and 713 N. Main Street, Meridian Idaho.

WHEREAS, the Agreement attached hereto as Exhibit A reflects the desires of MDC and Novembrewhiskey regarding the development of the subject properties;

WHEREAS, in furtherance of the public purpose of MDC and its directives and initiatives, the Board of Commissioners finds it in the best public interest to approve and enter into the Agreement with Novembrewhiskey in the form as attached hereto as *Exhibit A*.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF MERIDIAN, IDAHO, A/K/A THE MERIDIAN DEVELOPMENT CORPORATION, AS FOLLOWS:

Section 1: That the above statements are true and correct

Section 2: That the Board confirms and authorizes the execution of the Agreement with Novembrewhiskey for board training services on the terms and conditions set forth in the Agreement attached hereto as Exhibit A, and that this Agreement has been determined to be in the best interest of the MDC.

Section 3: That the Chairman and Secretary of MDC are hereby authorized to sign and enter into the Agreement.

Section 4: That the Chairman, Vice-Chairman, and Secretary of MDC are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement and the Administrator is authorized to take all necessary action required to implement the Agreement subject to representations by MDC staff and legal counsel that all conditions precedent to actions contemplated in the Agreement, and any necessary technical changes to the Agreement, or other documents, are acceptable upon advice from MDC's legal counsel that said changes are consistent with the provisions of the Agreement.

Section 5: 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 Meridian, Idaho, a/k/a the Meridian Development Corporation, on March 8th, 2017.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on March 8th, 2017.

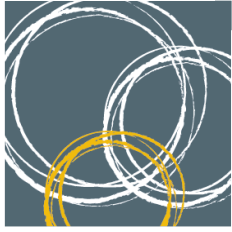
APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary

EXHIBIT A



MERIDIAN
development corp.
REVIVE • RENEW • REDEFINE

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208.477.1632
www.meridiandevelopmentcorp.com

UPCOMING MDC COMMITTEE AND OTHER MEETINGS

March 13, 2017:

Who: Public Relations Committee
When: 11am
Where: City Hall, City Council Conference Room

March 13, 2017:

Who: Children's Museum Committee
When: 4pm
Where: unBound

March 14, 2017:

Who: Executive Committee
When: 7:30am
Where: Ed's 50's Diner

March 14, 2017:

Who: MDBA Board Meeting
When: Noon
Where: unBound

March 15, 2017:

Who: Property Committee
When: 3pm
Where: City Hall, City Council Conference Room

March 15, 2017:

Who: Downtown Parking, Transportation, and Streetscape Committee
When: 4pm
Where: City Hall, City Council Conference Room

March 20, 2017:

Who: MDC-City Coordination Meeting
When: 2pm
Where: City Hall, Community Development

unBound

February 2017

Prepared by Nick Grove on March 3, 2017



By the numbers:

- In February we had 774 visits with a daily average of 34. (See Appendix)
- We answered 565 reference questions in February. (See Appendix)
- Social media stats: Facebook likes - 442, Twitter followers - 279, Instagram - 200

Equipment:

- Our 3D printers have surpassed 9000 hours of total print time. The original Ultimaker 2 has been experiencing intermittent printing issues and may need to be upgraded with Ultimaker 2+ kit.

Programs:

- Travis, the Silverstone Branch Manager, has held a program on Saturdays for teens where they are working together to assemble a 3D printer from a kit. They are working to have it ready for Teen Tech Week which is an annual themed week for libraries nationally to focus on engaging teens through tech events.
- The library is preparing to launch the Book-a-Bike program at the National Library Week Food Truck Rally on April 14. This will be a program where people can come to unBound and check out a bike. Final details are being worked out over the next 2 weeks.
- Members of the unBound team helped staff a Meridian Library booth at the IETA teacher conference in Boise. There we talked with educators from around the state about how they can integrate STE(A)M technology, tools and toys into the classrooms.

Facility:

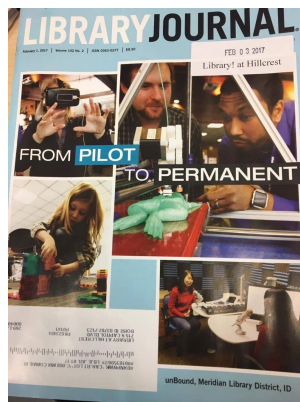
- The staff office has been further updated with shelves and some furniture reorganization to make more room for multiple staff members to have workspace and increase our storage.

Anecdotes:

- Several teens have been coming to 3D print fidget spinners. These small plastic toys are completed by adding skateboard/rollerblade bearings and can be used help people who fidget stay focused. One of the entrepreneuring teens has printed several that he has then sold to classmates.
- A regional tractor and farm equipment company met for 2 days in the unBound Business Nook. The had a team meeting here after being referred to use unBound by one of our regular patrons. The team members had breakfast and lunch in downtown both days of their meeting.

Quick Notes:

- unBound was featured in an article and on the cover of Library Journal. This is the second time in 11 months that unBound was recognized by this national library magazine.
 - <http://lj.libraryjournal.com/2017/02/lj-in-print/from-pilot-to-permanent-innovation/>
- unBound/Nick was featured in an article in the Idaho Business Review.
 - <http://idahobusinessreview.com/2017/02/20/a-word-with-nick-grove-of-the-meridian-library-districts-unbound/>
- On February 24, Nick was elected as President for the Meridian Downtown Business Association for 2017.



Appendix:

Door Count

	S	M	T	W	Th	F	S	Weekly Stats
Week 1 (Feb. 1-4)	Closed	X	X	38	37	48	30	153
Week 2 (Feb. 5-11)	Closed	32	34	40	18	25	43	192
Week 3 (Feb. 12-18)	Closed	37	16	22	34	52	41	202
Week 4 (Feb. 19-25)	Closed	X	33	49	13	47	38	180
Week 5 (Feb. 25-28)	Closed	22	25	X	X	X	X	47
Monthly Stats					Average	34	Total	774

Reference Questions

	S	M	T	W	Th	F	S	Weekly Stats
Week 1 (Feb. 1-4)	Closed	X	X	36	45	23	6	110
Week 2 (Feb. 5-11)	Closed	28	40	17	20	20	20	145
Week 3 (Feb. 12-18)	Closed	23	3	30	26	49	25	156
Week 4 (Feb. 19-25)	Closed	X	20	28	2	38	12	100
Week 5 (Feb. 25-28)	Closed	10	44	X	X	X	X	54
Monthly Stats					Average	25	Total	565



March 4, 2017

To: MDC Board

**From: Jon Wardle
Ten Mile Crossing, Inc.**

**RE: Ten Mile URD
March 2017 Report**

This report details the following:

1. Infrastructure.

Ten Mile Crossing

- TM Crossing No. 1 site infrastructure is in progress, and we have completed onsite sewer and water.
- Waiting for ACHD approval of public roads and storm drainage. Expect approval March 2017, and will commence these improvements.
- Design of the roundabout is nearly complete and will be submitted for ACHD approval.

Ten Mile Creek

- Culvert work within Ten Mile Drain has commenced and will complete by end of March 2017.

2. New building permits.

Ten Mile Crossing

- Building No. 3 was submitted for CZC / DR approval in February 2017. Building 3 is approximately 127,000 sf.
- Building No. 2 has received design approval, and a building permit is ready to be issued. Building 2 is approximately 60,000 sf.
- Building No. 1 has already commenced construction, and is anticipated to be completed July 2017. Building 1 is approximately 79,000 sf.

Ten Mile Creek

- Primary Health has received design approval, and a building permit is ready to be issued. No timeframe for construction has been provided.

3. New tenants secured for the project

Ten Mile Crossing

- Paylocity has signed a lease, and will occupy Building 3

4. New land entitlements and agreements pertaining to the project

Ten Mile Crossing

- We have requested a modification of the Ten Mile Crossing Development Agreement, with the purpose of bringing Building 3 and a potential hotel site into Phase 1 of Ten Mile Crossing.

Ten Mile Creek

- TM Creek No. 2 plans have been submitted to agencies for approval, and includes nine (9) building lots on approximately 11 acres.

5. Forthcoming pre-application meetings

Ten Mile Crossing

- A pre-application meeting was held in February 2017 to modify the Development Agreement

Ten Mile Creek

- None

6. Land use hearings within the project

Ten Mile Crossing

- None

Ten Mile Creek

- None