

McCall Redevelopment Agency
***AMENDED* Agenda**
September 21, 2021 – 8:00 am
Legion Hall
216 E. Park Street, McCall, ID 83638 and [Teams Meeting](#)

This will be both an in person and virtual meeting. The May 2020 City of McCall Action Plan has been adjusted due to an exponential increase in the number of positive Covid-19 related illnesses. In accordance with the City's September 13, 2021 Regression Plan, Legion Hall's audience capacity is 2. The Agency Commissioners and staff who are anticipated to be in attendance is 2. Masks are required in accordance with the CDC guideline and 6 foot physical distancing are required

All other persons may be in attendance virtually via Teams. Any member of the public can join and listen only to the meeting at 8:00 a.m. by calling in as follows: 208-634-8900 Meeting ID 423 987 081# If there are any questions or you would like a computer link, contact Michelle Groenevelt, Community and Economic Development Director at mgroenevelt@mccall.id.us or (208)534-5229.

CALL TO ORDER AND ROLL CALL

Monty Moore, Colby Nielsen, Rick Fereday, Nic Swanson, Mike Maciaszek, Tabitha Martineau and Lew Ross.

AMEND AGENDA (ACTION ITEM)

CONSENT AGENDA (ACTION ITEM)

- Reimbursement approval to the City for costs associated with the Brown Park Improvement Project
- Invoice ICRMP dated September 4, 2021
- Invoice Star News dated August 5, 2021
- Invoice Elam & Burke date August 31, 2021
- Minutes August 17, 2021
- Minutes September 7, 2021

NEW BUSINESS

- Financials and Cash Flow – Linda Stokes
- Consider for adoption Resolution No. 06-2021 conveying the parcel located at 1614 Davis Avenue, Parcel No. RPM0000009110, and the parcels with no street address, identified as Parcel Nos. RPM017201100A and RPM0172011009A by quitclaim deeds to the City, together with Restrictive Covenant Agreements (**ACTION ITEM**)
- Mill Whistle Update – Amy Westover
- Lakefront Construction Project Update – Kurt Wolf, Nathan Stewart

NEXT MEETING

Next Regular Meeting – October 19, 2021

ADJOURN

American with Disabilities Act Notice: McCall Legion Hall is accessible to persons with disabilities. If you need assistance, contact City Hall at 634-7142.

McCall Redevelopment Agency
Minutes
August 17, 2021 – 8:00 am
Legion Hall
216 E. Park Street, McCall, ID 83638 and TEAMS meeting

CALL TO ORDER AND ROLL CALL

Monty Moore, Colby Nielsen, Rick Fereday, Nic Swanson, Mike Maciaszek, Tabitha Martineau and Lew Ross were present. Community and Economic Development Director Michelle Groenevelt, Public Works Director Nathan Stewart, Economic Development Director Delta James, City Treasurer Linda Stoke and Permit Technician Rachel Santiago-Govier were also present.

CONSENT AGENDA

- Invoice Elam & Burke July 31, 2021 (Action Item)
- Invoice Westover Artworks August 10, 2021 (Action Item)
- Reimbursement approval to The City of McCall for cost associated with the Brown Park Improvement Project (Action Item)

Chair Fereday requested to remove the reimbursement approval from the Consent Agenda.

Member Swanson made a motion to approve the Consent Agenda. Member Martineau seconded the motion. All members voted aye and the motion carried.

Nathan Stewart gave an explanation on the reimbursements to the City.

Member Moore made a motion to approve the \$284,811.35 reimbursement to the City of McCall. Member Swanson seconded the motion. All members voted aye and the motion carried.

NEW BUSINESS

- Mill Whistle Update – Amy Westover

Ms. Westover gave an update on the whistle project including fabrication. The footer for the sculpture has been designed and Matt Falvey will be making it. She did a site visit with Matt and Kurt Wolf and they discussed the location of the interpretive sign. Falvey's will help them set the sculpture as well because they will be on site already. Irrigation work will begin Oct 18th and they hope to have it set before then. She also met with Walt and Delta from the Historic Preservation Committee and discussed the signage info. The whistle is now repaired and will be finished with a company in Boise. They performed another test blow at her studio to determine the distance of the bells to perfect the tone.

The boiler will be kept inside on the trailer and the garage door will be great access to pull it on to a pad. They could also blow the whistle down there.

- Draft Schedule for October 28, 2021 MRA Closeout and Mill Whistle Dedication event – Delta James

Ms. James described the schedule and events that they would like to have happen. Mr. Stewart stated that Horrocks would like to help with the celebration financially. Heidi Carter would be the likely contact. Ms. James will reach out to her once she has her cost estimate completed.

- (Action Item) - **Public hearing** on the FY22 Downtown West plan budget

Chair Fereday opened and closed the public hearing without comment from the public.

No comments were submitted in writing.

- (Action Item) – consider Resolution no. 04-2021 adopting the FY22 budget for the West Downtown budget

Member Moore made a motion to adopt Resolution no. 04-2021. Member Ross seconded the motion. A Roll Call vote was held. Member Moore - Aye, Member Nielsen - Aye, Chair Fereday - Aye, Member Swanson - Aye, Member Maciaszek - Aye, Member Martineau - Aye, Member Ross - Aye.

- (Action Item) – **Public hearing** on the FY22 Termination budget for the 1990 Railroad Avenue plan

Chair Fereday opened and closed the public hearing without comment from the public.

No comments were submitted in writing.

- (Action Item) – consider Resolution no. 03-2021 adopting the FY22 termination budget for the 1990 Railroad Avenue plan

Member Swanson made a motion to adopt Resolution No. 03-2021. Member Maciaszek seconded the motion. A Roll Call vote was held. A Roll Call vote was held. Member Moore - Aye, Member Nielsen - Aye, Chair Fereday - Aye, Member Swanson - Aye, Member Maciaszek - Aye, Member Martineau - Aye, Member Ross - Aye.

- Brown Park Improvement update – Kurt Wolf

In lieu of Mr. Wolf, Mr. Stewart presented the Brown Park and Waterfront improvement update.

Ms. Conrad spoke about an update to the City Council but we will not be doing a budget amendment until later in the year.

- Financial Statements and Cash Flow- Linda Stokes

Treasurer Stokes explained the financials and cash flow and answered a few questions from the board. They will do a budget amendment later in the year but not at the next special meeting.

NEXT MEETING

Special Meeting – August 31st, 2021

Next Regular Meeting –September 21st, 2021

ADJOURN

Member Swanson made a motion to adjourn. Member Moore seconded the motion. All members voted aye and the meeting was adjourned.

Signed: September 21, 2021

Attest:

Rick Fereday
MRA Chair

Michelle Groenevelt
Community Development Director

SPECIAL MEETING
McCall Redevelopment Agency
Minutes

September 7, 2021 – 8:00 am

Legion Hall

216 E. Park Street, McCall, ID 83638 and [TEAMS meeting](#)

CALL TO ORDER AND ROLL CALL

Colby Nielsen, Rick Fereday, Tabitha Martineau and Lew Ross were present. Monty Moore, Nic Swanson and Mike Maciaszek were absent. Community and Economic Development Director Michelle Groenevelt and Permit Technician Rachel Santiago-Govier were also present. Michelle Groenevelt

NEW BUSINESS

- (Action Item) - Consider approval of Resolution no. 05-2021 regarding Supplemental Termination Resolution including an Updated Termination Budget and an Updated Plan.

Consulting Attorney Meghan Conrad presented the Resolution and gave an update about the increment value that was merged with the base value and is available for the taxing district to take their budget capacity increase for FY22. The termination is working its way through the process like it should. At the time of the June meeting, it was anticipated that all project costs and the project would be completed on or before September 30th, 2021 however, due to supply chain issues, it will not be completed in time and the funds will be carried over into FY22 and will be used to complete this project. This lets the taxing districts know they will no receive any money at the end of September.

Member Martineau made a motion to approve Resolution no. 05-2021. Member Ross seconded the motion. A roll call vote was held. Member Martineau – Aye. Member Ross – Aye. Member Nielsen – Aye. Chair Fereday – Aye.

NEXT MEETING

Next Regular Meeting –September 21, 2021

ADJOURN

Member Ross made a motion to adjourn. Member Martineau seconded the motion. All members voted aye and the meeting was adjourned.

Signed: September 21, 2021

Attest:

Rick Fereday
MRA Chair

Michelle Groenevelt
Community Development Director

Waterfront Brown Park Improvement Expenditures
Due from MRA to City of McCall

<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice No.</u>	<u>Task Order</u>	<u>Amount</u>	
Horrock's Engineers, Inc.	2/26/2021	60300	20-08 Lake Street and Brown Park Improvements Evaluation	4,143.60	✓
Horrock's Engineers, Inc.	2/26/2021	60300	20-09 Brown Park Slope Stabilization Improvements	1,391.51	✓
Horrock's Engineers, Inc.	2/26/2021	60300	21-04 E. Lake Street Shoreline & Waterfront Improvements	2,385.96	✓
Horrock's Engineers, Inc.	2/26/2021	60300	21-05 Brown Park Improvements	1,160.94	✓
Horrock's Engineers, Inc.	3/17/2021	60567	20-08 Lake Street and Brown Park Improvements Evaluation	2,301.46	✓
Horrock's Engineers, Inc.	3/17/2021	60567	20-09 Brown Park Slope Stabilization Improvements	3,691.66	✓
Horrock's Engineers, Inc.	3/17/2021	60567	21-04 E. Lake Street Shoreline & Waterfront Improvements	37,432.34	✓
Horrock's Engineers, Inc.	3/17/2021	60567	21-05 Brown Park Improvements	29,806.00	
Horrock's Engineers, Inc.	5/4/2021	61222	20-09 Brown Park Slope Stabilization Improvements	3,974.38	✓
Horrock's Engineers, Inc.	5/4/2021	61222	21-04 E. Lake Street Shoreline & Waterfront Improvements	3,269.17	✓
Horrock's Engineers, Inc.	5/4/2021	61222	21-05 Brown Park Improvements	21,776.78	✓
Horrock's Engineers, Inc.	6/7/2021	61774	20-08 Lake Street and Brown Park Improvements Evaluation	3,088.75	✓
Horrock's Engineers, Inc.	6/7/2021	61774	20-09 Brown Park Slope Stabilization Improvements	2,218.08	✓
Horrock's Engineers, Inc.	6/7/2021	61774	21-04 E. Lake Street Shoreline & Waterfront Improvements	16,310.02	✓
Horrock's Engineers, Inc.	6/29/2021	62227	20-09 Brown Park Slope Stabilization Improvements	3,813.01	✓
Horrock's Engineers, Inc.	6/29/2021	62227	21-04 E. Lake Street Shoreline & Waterfront Improvements	18,385.72	✓
Horrock's Engineers, Inc.	6/29/2021	62227	21-05 Brown Park Improvements	23,950.19	✓
Droulard Land Surveying	7/1/2021	4480	Brown Park Field GPS Survey	206.00	
Falvey's, LLC	7/13/2021	Pay App 1	E. Lake Str. Waterfront & Brown Park Improvements	103,712.45	
Horrock's Engineers, Inc.	7/14/2021	62645	20-09 Brown Park Slope Stabilization Improvements	104.80	
Horrock's Engineers, Inc.	7/14/2021	62645	21-05 Brown Park Improvements	1,688.53	
Due to City of McCall as of 07/31/2021				284,811.35	FY21
					Pd Ck #101503
<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice No.</u>	<u>Task Order</u>	<u>Amount</u>	
Droulard Land Surveying	7/1/2021	4480	Brown Park Field GPS Survey - Transposition Error (s/be \$260.00)	54.00	
Falvey's LLC	8/3/2021	Pay App 2	E. Lake Str. Waterfront & Brown Park Improvements	113,650.39	
Falvey's LLC	8/20/2021	Pay App 3	E. Lake Str. Waterfront & Brown Park Improvements	47,537.53	
Horrock's Engineers, Inc.	9/1/2021	63490	21-04 E. Lake Street Shoreline & Waterfront Improvements	4,099.30	
Horrock's Engineers, Inc.	9/1/2021	63490	21-05 Brown Park Improvements	78.82	
Horrock's Engineers, Inc.	9/1/2021	63490	21-17 Survey Services	2,142.50	
Falvey's LLC	9/14/2021	Pay App 4	E. Lake Str. Waterfront & Brown Park Improvements	109,879.38	
Due to City of McCall for Brwon Park as of 09/01/2021				277,441.92	90-40-600-971.0
Star News	8/5/2021	56838	MRA Revenue Allocation Areas - Public Hearing Notices	1,633.50	90-40-150-300.0
Total Due to City of McCall as of 09/01/2021				279,075.42	FY21

Member Billing Contact:

BessieJo Wagner
McCall Redevelopment Agency
216 E Park Street
McCall, ID 83638

Invoice Date: 9/4/2021
Invoice Number: 18024 - 2022 - 1
Policy Period: 10-1-21 to 9-30-22
Policy Number: 41A18024100121

90-40-150-410

\$1673.00

Insurance Billing

DESCRIPTION
10/1/2021 - 9/30/2022 Policy Year Annual Premium: \$1,673.00
Minimum Due 10/1/2021: \$836.50
Balance Due 4/1/2022: \$836.50
For proper application, please do not combine other payments with your premium remittance.

Please Detach and Submit with Payment

Member:

McCall Redevelopment Agency
216 E Park Street
McCall, ID 83638

Make Checks Payable to:

ICRMP
PO Box 15116
Boise, ID 83715

Invoice Date:	9/4/2021
Invoice Number:	18024 - 2022 - 1
Due Date:	10/4/2021
Minimum Due:	\$836.50
Amount Paid:	

Write Amount Paid Here

Please fill in new contact information below:

Name		Title	
Address		City	State Zip Code
Office Phone #			
Email Address			

SUMMARY OF ICRMP PUBLIC ENTITY POLICY CHANGES
October 1, 2021 through September 30, 2022

A. SECTION II. GENERAL DEFINITIONS

Item 1: A. (14.) *Mobile Equipment* – CLARIFY

Adopted the definition from standardized commercial property insurance to clarify those items it applies.

Item 2: A. (18.) d. *Pollutant* – CLARIFY

Added clarity that item d. is a stand-alone part of the definition as it was formally party of item c.

B. SECTION V. PROPERTY INSURANCE

Item 1: Limit of Indemnification — CLARIFY

Moved language from the Conditions section to the Property Insurance Provided section to bring clarity to our overall limit of indemnification within this section.

Item 2: Property Insurance Provided – *Additional Coverages* — CLARIFY

Moved language from the Conditions to the Property Insurance Provided section to bring clarity that all of the items referenced are additional coverages. Further, added language to each property insurance provided item to clarify it insures against all risks of direct physical loss, unless excluded elsewhere.

Item 3: Exclusion D. (4.) (b.) – *Standing Timber* – REDUCTION

Added the term standing timber to excluded item.

Item 4: Exclusion D. (4.) (i.) – *Levies* - CLARIFY

Added the term levies to clarify it is a type of earthen dam.

Item 5: Exclusion D. (4.) (j.) – *Membranes* - CLARIFY

Added the term “however characterized, with the intent and design” to clarify that we do not intend to provide coverage to any type of membrane as detailed.

C. SECTION VI – CRIME INSURANCE

Item 1: Insuring Agreement – *Surety Bond* – CLARIFY

Moved the item from Conditions in this section to the Insuring Agreement section to clarify that this Crime section does provide coverage in lieu of a Public Officials Surety Bond as required by Idaho Code 59-804.

Item 2: Insuring Agreement – *Surety Bond* – REDUCTION

Specified a limit for the Policy in Lieu of Public Officials Surety Bond of \$50,000 per occurrence, not to exceed \$500,000 in the aggregate for all claims annually within the Declarations pages.

Item 3: Insuring Agreement – *Notary Bond* – CLARIFY

Added the term “Notary Bond” to the Surety Bond Insuring Agreement to clarify this is covered under this bond coverage as allowed under Idaho Code 59-804.

Item 4: Insuring Agreement – *Notary Bond* – REDUCTION

Specified a sublimit for the Notary Bond for the Policy in Lieu of Public Officials Surety Bond of \$25,000 per occurrence within the Declarations pages. Also added a condition to the Notary Bond coverage, along with a standard exclusion related to the types of Notary Bond claims not covered.

D. SECTION IX, EMPLOYMENT PRACTICES LIABILITY

Item 1: Condition C. (2.) – *Deductible* - REDUCTION

Increased deductible for claims for damages brought forth under this coverage section brought by any employee relating to personnel-related actions. This deductible applies for any claim arising out of wrongful termination, constructive discharge, retaliation, breach of employment contract, violation of due process rights relating to employment and/or any other constitutional or statutory rights, unlawful discrimination, harassment of any type, assault, battery, and/or any claim resulting from or related to any type of unlawful or unfair employment practice. This deductible structure applies whether the alleged damages arise from negligent, intentional or any other type of otherwise wrongful conduct. However, these deductibles will be waived if you consult with us before such employment action, including termination or suspension of employment, and has followed all reasonable advice provided by us or an attorney assigned by us with respect to such employment action.

E. SECTION XV, ENDORSEMENTS

Item 1: #5 Cyber Liability Endorsement. – REDUCTION

Replaced Cyber Liability Endorsement in its entirety in this policy with all new coverage language. The primary change is to the Ransomware limit in that it is being reduced to \$50,000 per claim and in the aggregate annually.



1000 N. First Street -
McCall, ID 83638

Invoice

Date	Invoice #
8/5/21	56838

Bill To

CITY OF MCCALL
216 EAST PARK STREET
MCCALL ID 83638

10-48-150-400

8/13/21

W. A. Roenevelt

Due Date	Terms
9/4/21	Net 30

Description	Qty	Rate	Amount
Display Advertising-DOWNTOWN UR BUDGET-JULY 29-3X8.75	26.25	11.00	288.75
Display Advertising-DOWNTOWN UR BUDGET-AUGUST 5-3X8.75	26.25	11.00	288.75
Display Advertising-RAILROAD AVE UR BUDGET-JULY 29-3X16	48	11.00	528.00
Display Advertising-RAILROAD AVE UR BUDGET-AUGUST 5-3X16	48	11.00	528.00
		Total	\$1,633.50
Phone #	E-mail	Payments/Credits	
(208) 630-4327	starcarol@frontier.com	Balance Due	
			\$0.00
			\$1,633.50

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

McCall Redevelopment Agency
Attn: Michelle Groenevelt
216 East Park Street
McCall, ID 83638

August 31, 2021

Invoice # 192389
Billing Atty - MSC

FOR PROFESSIONAL SERVICES RENDERED

From August 2, 2021 Through August 31, 2021

RE: General

CLIENT/MATTER: 09259-00003

		HOURS		AMOUNT
8/02/21	MSC	.10	Call with Alan Dornfest to discuss status of the 1990 plan termination.	21.50
8/04/21	AKS	1.20	Revise draft resolution and quitclaim deeds for property conveyance to City. Draft and revise restrictive covenants to restrict to public use. Send email with drafts and comments.	240.00
8/08/21	MSC	4.90	Work on preparing for the upcoming agency board meeting and identify action items. Work on budget resolutions for the downtown west RAA and the 1990 Railroad Avenue RAA. Consider sequencing of tasks. Work on drafting the supplemental termination resolution and the supplemental termination plan in anticipation of potential carryover. Review draft deeds and covenants and provide comment on same in preparation for circulating to the city attorney. Work on drafting the termination ordinance. Note areas of follow up with agency staff. Draft detailed email communication to agency staff concerning agenda items, sequencing, requested information and next steps. Circulate update email to city attorney concerning current status, draft termination ordinance and sequencing of documents, and the conveyance of the two MRA parcels.	1,053.50
8/12/21	MSC	.20	Review and provide comment on the draft agenda.	43.00
8/13/21	AKS	.60	Revise restrictions to include comments on public	120.00

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251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

RE: General

CLIENT/MATTER: 09259-00003
August 31, 2021
Invoice # 192389

			use verbiage. Draft and send email with comments and restrictions.	
8/13/21	MSC	.80	Review draft board packet and provide guidance to Michelle Groenevelt re certain agenda items. Review email communication from Nathan Stewart concerning construction delays and carryover costs. Call with Nathan Stewart re same. Review revised drafts of the restrictive covenants and quitclaim deeds.	172.00
8/16/21	MSC	.50	Call with Michelle Groenevelt to discuss upcoming meeting agenda items, sequencing and open items/pending tasks.	107.50
8/17/21	MSC	1.30	Attend and participate in the MRA meeting virtually. Draft follow up email communication to Linda Stokes concerning updated termination budget.	279.50
8/18/21	MSC	.10	Review and follow up on email communications with MRA administrator related to finalizing the transfer of real property and status of the first amendment to the construction agreement.	21.50
8/19/21	MSC	.50	Call with Rachel Santiago Govier to discuss finalizing the First Amendment and consider timing of finalizing of the original 2020 Construction Agreement. Review city of McCall website to determine date of the city council's consideration of the 2020 Construction Agreement and a final executed copy of the agreement. Follow up with city-agency staff re same.	107.50
8/23/21	AKS	.20	Review deed information from client. Request vesting deeds from title company.	40.00
8/23/21	SSF	.20	Research Valley County real property records and communicate with title company re last vesting deed.	20.00
8/25/21	AKS	.20	(NO CHARGE) Review information on parcels and location for conveyance to City. Email correspondence regarding deeds and legal descriptions.	N/C
8/25/21	SSF	1.50	(NO CHARGE) Communicate with title company re last vesting deeds for 1614 Davis Avenue and	N/C

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251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

RE: General

CLIENT/MATTER: 09259-00003

August 31, 2021

Invoice # 192389

			vacant parcels. Research Valley County property records re parcels owned by McCall Redevelopment Agency or McCall Urban Renewal Agency. Communicate with Amanda Schaus and Meghan Conrad re the same.	
8/26/21	SSF	.30	Communicate with title company re last vesting deeds and narrowing the time frame for document search.	30.00
8/27/21	AKS	.20	Review vesting deed for Davis property. Revise quitclaim deed to the City to convey property.	40.00
8/27/21	MSC	.50	Call with Linda Stokes to discuss updated termination budget.	107.50
8/29/21	MSC	.90	Review and assess property information received for agency owned parcels in order to complete the property disposition. Review Valley County GIS for information re agency owned parcels and compare data sets. Follow up with Michelle Groenevelt re status update.	193.50
8/30/21	AKS	1.00	Review deed descriptions, legals and assessor information, to confirm correct deeds and parcels. Revise deeds, resolution and restrictive covenants to match.	200.00
8/31/21	AKS	.50	Review and revise final documents regarding conveyance of property. Email correspondence regarding final documents.	100.00
8/31/21	MSC	.30	Review and follow up on finalization of conveyance related documents. Call with Michelle Groenevelt to discuss upcoming agenda items and next steps.	64.50
			PROFESSIONAL FEES	2,961.50

ELAM & BURKE
ATTORNEYS AT LAW

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

RE: General

CLIENT/MATTER: 09259-00003
August 31, 2021
Invoice # 192389

Timekeeper	Staff	Rate	Hours	Amount	Non-Chargeable	
					Hours	Amount
Schaus, Amanda K.	Of Counsel	200.00	3.70	740.00	.20	40.00
Conrad, Meghan S.	Shareholder	215.00	10.10	2,171.50	.00	.00
Finlayson, S.	Paralegal	100.00	.50	50.00	1.50	150.00
			14.30	2,961.50	1.70	190.00

INVOICE TOTAL

2,961.50

<div> <div>CONTROL CENTER</div> </div>	FORECAST												
	Cash Balance (Average)	1,137,279	Maximum Cash										
	Final balance	608,189	Minimum Cash										

McCall Urban Renewal Agency

Cash Flow (Forecast)

Cash Received

													YTD
1- Cash from Operations	Actual OCT '20	Actual NOV '20	Actual DEC '20	Actual JAN '21	Actual FEB '21	Actual MAR '21	Actual APR '21	Actual MAY '21	Actual JUN '21	Actual JUL '21	Actual AUG '21	Estimated SEP '21	Estimated TOTAL
Property Taxes	443	538	1,899	473,461	48,010	5,263	7,570	10,203	33,165	182,062	5,008		767,622
Interest (assumes no rate increases)	4	430	531	446	292	201	205	176	169	144	136	134	2,869
Cash from Operations	447	968	2,431	473,907	48,302	5,464	7,775	10,380	33,334	182,207	5,144	134	
2- Additional Cash Received	OCT '20	NOV '20	DEC '20	JAN '21	FEB '21	MAR '21	APR '21	MAY '21	JUN '21	JUL '21	AUG '21	SEP '21	
Miscellaneous Revenue													
MRA Share CARES ACT GPSGI						16,442							16,442
Additional Cash Received						16,442							
Cash Received	447	968	2,431	473,907	48,302	21,906	7,775	10,380	33,334	182,207	5,144	134	

	Actual OCT '20	Actual NOV '20	Actual DEC '20	Actual JAN '21	Actual FEB '21	Actual MAR '21	Actual APR '21	Actual MAY '21	Actual JUN '21	Actual JUL '21	Actual AUG '21	Estimated SEP '21	YTD Actual TOTAL
1- Expenditures from Operations													
Professional Services													
Elam & Burke, P.A.			929		1,253			4,461	1,581	3,081	1,946	10,000	23,250
Redevelopment Assoc.of Idaho					1,250								1,250
Star News							21				1,634		1,654
Insurance - ICRMP				1,546									1,546
US Bank Acct Charges	130	142	142	130	185	191	186	167	166	183	183	183	1,990
Brown Park / E. Lake Str. Imp. Trf to City													
1.Public Art - committed \$100,000			15,000			10,000			40,000	35,000			100,000
2.Public Art - committed \$45,000										1,750	38,250		40,000
3.Brown Park / E. Lake Str. Wf													
Miscellaneous Vendors			611	1,995						260			2,866
Falvey's LLC.- sort & screen material			27,816										27,816
Falvey's LLC.- Brown Park Stabilization				361,897									361,897
Falvey's LLC.- Waterfront Improv.										103,712	161,188	207,826	472,726
Horrock's Task Orders:													
TO #20-08 LakeSt/Brwn Park Imprv.			108,395	21,050	4,144	2,301			3,089			2,706	141,685
TO #20-09 Brown Park Slope Stablz.			52,794	11,138	1,392	3,692		3,974	6,031	105		1,803	80,928
TO #20-09A Shoreline Stabilization CEI				207								2,483	2,690
TO #21-04 E.Lake Str. Shoreline & WF Improv				2,192	2,386	37,432		3,269	34,696		372		80,347
TO #21-04A E.Lake Str. WF/Brwn Park CEI											3,727	21,246	24,973
TO #21-05 Brown Park Improvements				1,800	1,161	29,806		21,777	23,950	1,689	79	19,468	99,730
TO #21-06 E. Lake & Hemlock ROW Strscape												28,649	28,649
TO #21-17 Survey Services											2,143	28,950	31,092
SubTotal Spent on Operations	130	142	205,687	401,955	11,770	83,423	206	33,648	109,513	145,779	209,520	323,314	1,525,089

Cash Flow

	OCT '20	NOV '20	DEC '20	JAN '21	FEB '21	MAR '21	APR '21	MAY '21	JUN '21	JUL '21	AUG '21	SEP '21	TOTAL
--	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	-------

Initial Cash Balance	1,346,344	1,346,660	1,347,486	1,144,230	1,216,182	1,252,714	1,191,197	1,198,766	1,175,497	1,099,317	1,135,745	931,369	
Cash Received	447	968	2,431	473,907	48,302	21,906	7,775	10,380	33,334	182,207	5,144	134	786,934
Cash Spent	-130	-142	-205,687	-401,955	-11,770	-83,423	-206	-33,648	-109,513	-145,779	-209,520	-323,314	-1,525,089
Net Cash Flow (Rev over Exp.)	316	826	-203,257	71,952	36,532	-61,517	7,568	-23,269	-76,179	36,427	-204,376	-323,180	-738,155
Cash Balance	1,346,660	1,347,486	1,144,230	1,216,182	1,252,714	1,191,197	1,198,766	1,175,497	1,099,317	1,135,745	931,369	608,189	

DT W UR Project				Cash Flow (Forecast)										
Cash Received														
Per County Clerk will not receive increment revenue until December 2020													YTD	
1- Cash from Operations	Actual OCT '20	Actual NOV '20	Actual DEC '20	Actual JAN '21	Actual FEB '21	Actual MAR '21	Actual APR '21	Actual MAY '21	Actual JUN '21	Actual JUL '21	Actual AUG '21	Estimated SEP '21	Estimated TOTAL	UNEARNED TOTAL
Tax Increment			1,112	47,261	1,526	805	4,224	326	1,935	24,530	1,505	291	83,515	1,149
Interest (assumes no rate increases)														1,000
Cash from Operations			1,112	47,261	1,526	805	4,224	326	1,935	24,530	1,505	291	2,148	
2- Additional Cash Received	OCT '20	NOV '20	DEC '20	JAN '21	FEB '21	MAR '21	APR '21	MAY '21	JUN '21	JUL '21	AUG '21	SEP '21	TOTAL	
Miscellaneous Revenue														
MRA Share CARES ACT GPSGI						1,754								
Additional Cash Received						1,754								
Cash Received			1,112	47,261	1,526	2,559	4,224	326	1,935	24,530	1,505	291	2,149	
	Actual OCT '20	Actual NOV '20	Actual DEC '20	Actual JAN '21	Actual FEB '21	Actual MAR '21	Actual APR '21	Actual MAY '21	Actual JUN '21	Actual JUL '21	Actual AUG '21	Estimated SEP '21	YTD Actual TOTAL	UNEXPENDED TOTAL
1- Expenditures from Operations														
Professional Services														20,000
Elam & Burke, P.A.														
Engineering Services														
Reserved - Future Capital														65,664
SubTotal Spent on Operations														85,664
Cash Flow														
	OCT '20	NOV '20	DEC '20	JAN '21	FEB '21	MAR '21	APR '21	MAY '21	JUN '21	JUL '21	AUG '21	SEP '21	TOTAL	
Initial Cash Balance				1,112	48,373	49,899	52,458	56,682	57,008	58,943	83,473	84,978		
Cash Received			1,112	47,261	1,526	2,559	4,224	326	1,935	24,530	1,505	291	85,269	
Cash Spent														
Net Cash Flow (Rev over Exp.)			1,112	47,261	1,526	2,559	4,224	326	1,935	24,530	1,505	291	85,269	
Cash Balance			1,112	48,373	49,899	52,458	56,682	57,008	58,943	83,473	84,978	85,269		

CITY OF MCCALL
BALANCE SHEET
AUGUST 31, 2021

URBAN RENEWAL AGENCY FUND

ASSETS

90-10100	CASH ALLOCATED TO OTHER FUNDS	(19,223.52)	
90-10102	CASH ALLOCATED-OTHER UR DISTR.	(85,083.84)	
90-11200	URD CHECKING ACCT.		87,828.51	
90-11201	CASH - LGIP #3389		1,161,248.03	
90-13013	DUE FROM OTHER FUNDS		53,498.34	
90-16300	IMPROVEMENTS OTHER THAN BLDGS		3,498,650.00	
90-16310	ACCUM DPN OTHER IMPROV.	(2,699,360.00)	
90-16600	BOND ISSUANCE COSTS		.16	
90-17000	LAND		293,115.13	
90-18000	PROPERTY TAX RECEIVABLE		765,454.00	
	TOTAL ASSETS			3,056,126.81

LIABILITIES AND EQUITY

LIABILITIES

90-20213	DUE TO OTHER FUNDS		103,162.00	
90-21100	DEFERRED REVENUE - PROP TAXES		762,984.00	
90-21160	PREPAID INTEREST	(18,250.00)	
90-21161	ACCUMULATED AMORT - PPD INT		18,250.00	
90-22550	URD CURRENT PORTION		.32	
90-23250	U.R. 2007A BOND ISSUE PREMIUM		32,879.90	
90-23251	ACCUMULATED AMORT. PREMIUM	(32,880.00)	
	TOTAL LIABILITIES			866,146.22

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
90-29000	FUND BALANCE	2,246,144.40		
90-29100	INVESTMENT IN FIXED ASSETS	.10		
	REVENUE OVER EXPENDITURES - YTD	(56,163.91)	
	BALANCE - CURRENT DATE		2,189,980.59	
	TOTAL FUND EQUITY			2,189,980.59
	TOTAL LIABILITIES AND EQUITY			3,056,126.81

CITY OF MCCALL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING AUGUST 31, 2021

URBAN RENEWAL AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
	<u>TAX INCREMENT REVENUE</u>					
90-30-010-100.0	TAX INCREMENT	5,008.27	767,622.42	793,819.00	26,196.58	96.7
	TOTAL TAX INCREMENT REVENUE	5,008.27	767,622.42	793,819.00	26,196.58	96.7
	<u>INTEREST REVENUE</u>					
90-30-045-100.0	INTEREST INCOME	135.58	2,734.98	8,400.00	5,665.02	32.6
	TOTAL INTEREST REVENUE	135.58	2,734.98	8,400.00	5,665.02	32.6
	<u>APPROPRIATED FUND BALANCE</u>					
90-30-050-997.0	APPROPRIATED FUND BALANCE	.00	.00	1,215,162.00	1,215,162.00	.0
	TOTAL APPROPRIATED FUND BALANCE	.00	.00	1,215,162.00	1,215,162.00	.0
	<u>OTHER REVENUE</u>					
90-30-070-900.0	MISCELLANEOUS REVENUE	.00	16,442.36	.00	(16,442.36)	.0
	TOTAL OTHER REVENUE	.00	16,442.36	.00	(16,442.36)	.0
	TOTAL FUND REVENUE	5,143.85	786,799.76	2,017,381.00	1,230,581.24	39.0

CITY OF MCCALL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING AUGUST 31, 2021

URBAN RENEWAL AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>URBAN RENEWAL AGENCY EXPENSES</u>					
	<u>OPERATING EXPENSE</u>					
90-40-150-300.0	PROFESSIONAL SERVICES	40,195.50	52,770.17	51,250.00	(1,520.17)	103.0
90-40-150-350.0	ENGINEER SERVICES	.00	.00	100,000.00	100,000.00	.0
90-40-150-410.0	INSURANCE	.00	1,546.00	1,546.00	.00	100.0
90-40-150-657.0	BANK CHARGES	182.60	1,806.65	1,625.00	(181.65)	111.2
	TOTAL OPERATING EXPENSE	40,378.10	56,122.82	154,421.00	98,298.18	36.3
	<u>CAPITAL EXPENSE</u>					
90-40-200-700.0	DT PUBLIC ART	.00	101,750.00	90,000.00	(11,750.00)	113.1
	TOTAL CAPITAL EXPENSE	.00	101,750.00	90,000.00	(11,750.00)	113.1
	<u>INTER-FUND TRANSFER EXPENSE</u>					
90-40-600-971.0	FUND TRF-COMMERCIAL WATERFRONT	284,811.35	685,090.85	1,772,960.00	1,087,869.15	38.6
	TOTAL INTER-FUND TRANSFER EXPENSE	284,811.35	685,090.85	1,772,960.00	1,087,869.15	38.6
	TOTAL URBAN RENEWAL AGENCY EXPENSE	325,189.45	842,963.67	2,017,381.00	1,174,417.33	41.8
	TOTAL FUND REVENUE	5,143.85	786,799.76	2,017,381.00	1,230,581.24	39.0
	TOTAL FUND EXPENDITURES	325,189.45	842,963.67	2,017,381.00	1,174,417.33	41.8
	NET REVENUE OVER EXPENDITURES	(320,045.60)	(56,163.91)	.00	56,163.91	.0
	<u>CONTINGENCY</u>					
	REV/EXP WITH CONTINGENCY	(320,045.60)	(56,163.91)	.00	56,163.91	.0

CITY OF MCCALL
BALANCE SHEET
AUGUST 31, 2021

DT W URBAN RENEWAL PRJ.

ASSETS

91-10102	CASH ALLOCATED-OTHER UR DISTR.	85,083.84	
91-18000	PROPERTY TAX RECEIVABLE	76,540.00	
	TOTAL ASSETS		161,623.84

LIABILITIES AND EQUITY

LIABILITIES

91-21100	DEFERRED REVENUE - PROP TAXES	76,540.00	
	TOTAL LIABILITIES		76,540.00

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	85,083.84	
	BALANCE - CURRENT DATE	85,083.84	
	TOTAL FUND EQUITY		85,083.84
	TOTAL LIABILITIES AND EQUITY		161,623.84

CITY OF MCCALL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING AUGUST 31, 2021

DT W URBAN RENEWAL PRJ.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
	<u>TAX INCREMENT REVENUE</u>					
91-30-010-100.0	TAX INCREMENT	1,504.69	83,330.20	84,664.00	1,333.80	98.4
	TOTAL TAX INCREMENT REVENUE	1,504.69	83,330.20	84,664.00	1,333.80	98.4
	<u>INTEREST REVENUE</u>					
91-30-045-100.0	INTEREST INCOME	.00	.00	1,000.00	1,000.00	.0
	TOTAL INTEREST REVENUE	.00	.00	1,000.00	1,000.00	.0
	<u>OTHER REVENUE</u>					
91-30-070-900.0	MISCELLANEOUS REVENUE	.00	1,753.64	.00	(1,753.64)	.0
	TOTAL OTHER REVENUE	.00	1,753.64	.00	(1,753.64)	.0
	TOTAL FUND REVENUE	1,504.69	85,083.84	85,664.00	580.16	99.3

CITY OF MCCALL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING AUGUST 31, 2021

DT W URBAN RENEWAL PRJ.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DT W URBAN RENEWAL PRJ EXPENSES</u>					
	<u>OPERATING EXPENSE</u>					
91-40-150-300.0	PROFESSIONAL SERVICES	.00	.00	20,000.00	20,000.00	.0
	TOTAL OPERATING EXPENSE	.00	.00	20,000.00	20,000.00	.0
	<u>CAPITAL EXPENSE</u>					
91-40-200-998.0	RESERVED - FUTURE CAPITAL	.00	.00	65,664.00	65,664.00	.0
	TOTAL CAPITAL EXPENSE	.00	.00	65,664.00	65,664.00	.0
	TOTAL DT W URBAN RENEWAL PRJ EXPENSE	.00	.00	85,664.00	85,664.00	.0
	TOTAL FUND REVENUE	1,504.69	85,083.84	85,664.00	580.16	99.3
	TOTAL FUND EXPENDITURES	.00	.00	85,664.00	85,664.00	.0
	NET REVENUE OVER EXPENDITURES	1,504.69	85,083.84	.00	(85,083.84)	.0
	<u>CONTINGENCY</u>					
	REV/EXP WITH CONTINGENCY	1,504.69	85,083.84	.00	(85,083.84)	.0

RESOLUTION NO. 06-2021

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF MCCALL, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF MCCALL, IDAHO, ALSO KNOWN AS THE MCCALL REDEVELOPMENT AGENCY, APPROVING THE CONVEYANCE OF AGENCY REAL PROPERTY PARCEL NO. RPM0000009110, LOCATED AT 1614 DAVIS AVENUE AND PARCEL NOS. RPM0172011007A AND RPM0172011009A, WITH NO STREET ADDRESS, TO THE CITY OF MCCALL BY QUITCLAIM DEEDS AND WITHOUT CONSIDERATION WITH PUBLIC USE RESTRICTIONS; AUTHORIZING AND DIRECTING THE AGENCY CHAIR AND/OR ADMINISTRATOR TO MAKE ANY TECHNICAL CORRECTIONS TO EACH DEED AND/OR ITS CORRESPONDING RESTRICTIVE COVENANT AGREEMENT; AUTHORIZING AND DIRECTING THE AGENCY CHAIR TO EXECUTE THE QUITCLAIM DEEDS AND RESTRICTIONS ON BEHALF OF THE AGENCY; AUTHORIZING AND DIRECTING THE AGENCY CHAIR AND/OR AGENCY ADMINISTRATOR TO DELIVER THE QUITCLAIM DEEDS AND RESTRICTIONS TO THE CITY OF MCCALL FOR ACCEPTANCE AND RECORDING WITH THE VALLEY COUNTY RECORDER; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of McCall, Idaho, also known as the McCall Redevelopment Agency, an independent public body, corporate and politic, an urban renewal agency created by and existing under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended ("**Law**"), a duly created and functioning urban renewal agency for McCall, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council ("**City Council**") of the City of McCall, Idaho ("**City**"), after notice duly published, conducted a public hearing on the 1990 Urban Renewal Plan for the Railroad Avenue Area (the "**Railroad Avenue Plan**");

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 578 on December 13, 1990, approving the Railroad Avenue Plan, making certain findings and establishing the Railroad Avenue revenue allocation area;

WHEREAS, in 2006, pursuant to Section 900 of the Railroad Avenue Plan, the Agency prepared the 2006 Updated Urban Renewal Plan ("**Amended Railroad Avenue Plan**");

WHEREAS, the Amended Railroad Avenue Plan and the corresponding revenue allocation area will be referred to as the "**Project Area**";

WHEREAS, the Railroad Avenue Plan, as amended, contained a revenue allocation financing provision pursuant to the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended ("**Act**");

WHEREAS, in order to achieve the objectives of the Railroad Avenue Plan, as amended, the Agency is authorized to acquire real property for the revitalization of areas within the Project Area;

WHEREAS, in 1993, the Agency acquired certain real property, identified as Parcel No. RPM0000009110 and commonly known as 1614 Davis Avenue in McCall (the “**Davis Parcel**”);

WHEREAS, in 1996, the Agency acquired certain real property, identified as Parcel Nos. RPM017201100A and RPM0172011009A with no street address (the “**Vacant Lot Parcels**,” collectively the Davis Parcel and the Vacant Lot Parcels may be referred to as the “**Parcels**”);

WHEREAS, the Agency issued several requests for proposals in an effort to develop the Parcels; however, such efforts were unsuccessful and the Parcels remain undeveloped;

WHEREAS, the termination date for this revenue allocation area, as set forth in the Railroad Avenue Plan, as amended, is December 31, 2020, except for revenues to be received in 2021, as authorized pursuant to Idaho Code § 50-2905(7);

WHEREAS, with the closure of the Project Area and completion of the Railroad Avenue Plan, as amended, the Agency seeks to transfer the Parcels to the City;

WHEREAS, Idaho Code § 50-2015 allows the Agency to convey real property to the City without consideration and subject to the terms and conditions as the Agency deems necessary;

WHEREAS, the Parcels were acquired with revenue allocation proceeds and should be used for public purposes unless determined at a later time another use better serves the Agency, City, and the public;

WHEREAS, the City has indicated its willingness to accept the Parcels by Quitclaim Deeds together with the Restrictive Covenant Agreements and to expend any funds necessary to maintain the Parcels in their current condition;

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to approve the quitclaim of the Parcels, without consideration to the City, together with the Restrictive Covenant Agreements, and to direct Agency staff to take all necessary steps to effectuate the same.

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

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

Section 2: That the Quitclaim Deed for Parcel No. RPM00000091100, commonly known as 1614 Davis Avenue, McCall, Idaho, a copy of which is attached hereto as Exhibit A-1, and the Restrictive Covenant Agreement for such Parcel, a copy of which is attached hereto as Exhibit A-2, as both documents are incorporated herein by reference, are hereby approved and adopted;

Section 3: That the Quitclaim Deed for Parcel Nos. RP0172011007A and RP0172011009A, in McCall, Idaho, a copy of which is attached hereto as Exhibit B-1, and the Restrictive Covenant Agreement

for such Parcel, a copy of which is attached hereto as Exhibit B-2, as both documents are incorporated herein by reference, are hereby approved and adopted;

Section 4: That the Chair is authorized and directed to execute the Quitclaim Deeds and Restrictive Covenant Agreements on behalf of the Agency, subject to any necessary technical changes to the Quitclaim Deeds and Restrictive Covenant Agreements that are consistent with the intent of the Quitclaim Deeds and Restrictive Covenant Agreements, and thereafter deliver the Quitclaim Deeds and Restrictive Covenants to the City of McCall for formal acceptance by the McCall City Council and subsequent recording with the Valley County Recorder, with the Quitclaim Deed recorded first and then the Restrictive Covenant for each Parcel in order; and

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 McCall, Idaho, on September 21, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 21st day of September 2021.

APPROVED:

MCCALL REDEVELOPMENT AGENCY

By: _____
Rick Fereday, Chair

ATTEST:

By: _____
_____, Secretary

EXHIBIT A -1

Quitclaim Deed for Parcel No. RPM0000009110
Commonly known as 1614 Davis Avenue, McCall, Idaho

EXHIBIT A -2

Restrictive Covenant Agreement for Parcel No. RPM0000009110
commonly known as 1614 Davis Ave

EXHIBIT B-1

Quitclaim Deed for Parcel Nos. RPM0172011007A and RPM0172011009A
No Street Address

EXHIBIT B-2

Restrictive Covenant Agreement for Parcel Nos. RPM0172011007A and RPM1072011009A
No Street Address

4821-7279-2562, v. 1

KST
KST

WARRANTY DEED

For Value Received, Charles E. Chapman and Carol L. Chapman,
husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto

Urban Renewal Agency of McCall, a/k/a the McCall Redevelopment
Agency, a statutory agency

whose address is: P.O. Box 986, McCall, Idaho 83638

the grantee, the following described premises, to-wit:

All that certain lot, piece or parcel of land situated in Valley
County, Idaho and shown as Lots 6, 7, 8 and 9, Block 11, First
Addition to the Townsite of McCall, a plat which is recorded in the
office of the Recorder of Valley County, Idaho.

TO HAVE AND TO HOLD the premises with their appurtenances unto the
said Grantees, their heirs and assigns forever. And the said
Grantors do hereby covenant to and with the said Grantees, that
they are the owners in fee simple of said premises that said
premises are free from all encumbrances except the 1996 taxes and
assessments and that they will warrant and defend the same from all
lawful claims whatsoever.

Dated: 12-24-96

Charles E. Chapman
Charles E. Chapman

Carol L. Chapman
Carol L. Chapman

State of Idaho)
) ss
County of Valley)

On the 24 day of Dec, 1996 before me, Mary Ann
Mary Ann a notary public in and for said State,
personally appeared Charles E. Chapman and Carol L. Chapman
known to me to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the
same.

Mary Ann
Notary Public
Residing at: McCall, Idaho
Commission Expires: 5-26-00

Commission Expires 5-26-2000

223293
VINE: Book #10
BY: J. J. WEINRICH
FEE: 3.00
VALLEY COUNTY RECORDER
'96 DEC 27 PM 2 02
REQUESTED BY
RECORDED

THE PROMISSORY NOTE OR NOTES, DEED OF TRUST AND
ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL
ADVANCES MUST BE PRESENTED WITH THIS REQUEST

DATE: _____

TO: Mountain Title & Escrow Company, Inc

You are hereby authorized and requested to execute a
reconveyance to the Trustors under Deed of Trust dated _____
and recorded on _____ 19__, under Instrument
No. _____, records of Valley County, Idaho, executed by
Urban Renewal Agency of McCall, a/k/a the McCall Redevelopment
Agency, a statutory agency, as Grantors
Mountain Title & Escrow Company, Inc as Trustee _____
to Charles E. Chapman and Carol L. Chapman, husband and wife
as Beneficiaries

The undersigned hereby certifies that they are the owners
and holders of the debt mentioned in said Deed of Trust and that
the same has never been assigned or transferred.

Charles E. Chapman

Charles E. Chapman

Carol L. Chapman

Carol L. Chapman

Receipt of Documents
page 2

Mountain Title & Escrow Co., Inc. is hereby authorized to deliver by certified mail, or personally, at any time it, at its sole discretion, elects to do so, or upon demand, the instrument(s) and/or document(s) above described, to a another licensed and bonded escrow company or bank within the State of Idaho as any one of the undersigned Owners may designate in writing and thereby be released from any and all liability. This Collection Agreement is not transferable without the written consent of Mountain Title & Escrow Co., Inc. Mountain Title & Escrow Co., Inc. is hereby authorized to release to the Payor or its successors in interest any information concerning terms, payment, history, etc.

SIGNATURE OF OWNERS

Charles E. Chapman
Charles E. Chapman

Carol L. Chapman
Carol L. Chapman

The undersigned hereby acknowledges receipt of the documents set out above and agrees to hold and dispose of same in accordance with the instructions set forth herein.

MOUNTAIN TITLE & ESCROW CO., INC.

BY: _____

Acknowledgement by Grantor

The undersigned Grantor in the Deed of Trust held for collection pursuant to the above instructions, hereby acknowledges that said collection is under the sole control of the Beneficiary therein and, as such, the Beneficiary may assign, sell, hypothecate said Deed of Trust and the obligation secured thereby or may cancel this collection unilaterally without the consent of the Grantor at any time.

SIGNATURE OF GRANTOR

Kenneth Twergo
Urban Renewal Agency of McCall
Kenneth Twergo, Vice Chairman

Gary P. Shimun
Gary P. Shimun, Executive Dir.

TAXPAYER INFORMATION-SUBSTITUTE W-9

Certification: I have received Instructions for completion of substitute W-9.
Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding.

You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on you tax return.

Charles E. Chapman 473 32 2204
Seller Kenneth Twergo SS Number Exempt
Buyer Gary P. Shimun SS Number exempt

PC/ac

DEED OF TRUST

THIS DEED OF TRUST, Made this 26th day of December, 1996, between Urban Renewal Agency of McCall, a/k/a the McCall Redevelopment Agency, a statutory agency, herein called GRANTOR; whose address is P.O. Box 986, McCall, Idaho 83638; MOUNTAIN TITLE & ESCROW CO., INC., herein called TRUSTEE, and Charles E. Chapman and Carol L. Chapman, husband and wife, herein called BENEFICIARY.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Valley, State of Idaho, described as follows and containing not more than twenty acres:

All that certain lot, piece or parcel of land situated in Valley County, Idaho and shown as Lots 6, 7, 8, and 9, Block 11, First Addition to the Townsite of McCall, a plat which is recorded in the office of the Recorder of Valley County, Idaho.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of ONE HUNDRED SIX THOUSAND SEVEN HUNDRED NINETY THREE DOLLARS AND 60/100--- (\$ 106,793.60), final payment due December 31, 2001, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. PROVIDED, HOWEVER, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and further provided that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, and when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall, at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this Deed of Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof with interest from date of expenditure at lesser of 7 per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay counsel's reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payments of: all sums expended under the terms hereof, not then repaid, with accrued interest thereon; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the gender used shall also include the masculine, feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at the address of Grantor which is set forth above.

GRANTOR(S)

Urban Renewal Agency of McCall

Kenneth Twergo
By: Kenneth Twergo, Vice Chairman

Gary P. Shimun
Gary P. Shimun,
Executive Director

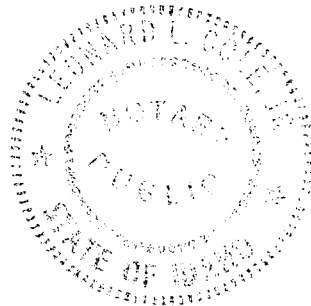
STATE OF IDAHO)
) ss
COUNTY OF VALLEY)

On this 26 day of Dec, 1996, before me, Leonard L. Cole Jr

the undersigned, a Notary Public in and for said State, personally appeared Kenneth Twergo and Gary P. Shimun, known to me to be the Vice Chairman and Executive Director of Urban Renewal Agency of McCall and acknowledged to me they executed the same.

In Witness whereof, I have herunto set my hand and affixed my official seal the day and year first above written.

Leonard L. Cole Jr
Notary Public for Idaho
Residing at: CASCADE
My Commission Expires: 1-13-97



THESE FIGURES ARE ONLY APPROXIMATIONS

Amortization Schedule
12/15/1998

Principal balance: \$85,341.79
Interest rate: 7.00000% | | Variable Rate

Maturity Date: 12/31/2001 Payer: URBAN RENEWAL
Payment Amount: \$21,358.72 Recipient: C CHAPMAN
Does not include fees, reserves, or other.

Payment	Payment Date	Interest Payment	Principal Payment	Principal Balance
1	12/24/1998	5957.56	15401.16	69940.63
1998 Totals		5957.56	15401.16	
2	12/24/1999	4882.43	16476.29	53464.34
1999 Totals		4882.43	16476.29	
3	12/24/2000	3732.47	17626.25	35838.09
2000 Totals		3732.47	17626.25	
4	12/24/2001	2501.66	18857.06	16981.03
2001 Totals		2501.66	18857.06	
		17074.12	68360.76	

Amount of last payment: 21358.72 ^{NLT} 12/31
This amount does not include fees, reserves, or other.

WARNING! The maturity date entered for this schedule shows 12/31/2001.
The schedule shows a maturity date of 12/24/2001.

BUYER(S)/BORROWER(S) CLOSING STATEMENT

Prepared by
Mountain Title & Escrow
120 N. Main Street
P.O. Box 798
Cascade, Id. 83611
208-382-4206

SELLER(S): Charles E. Chapman and Carol L. Chapman

PURCHASER(S): Urban Renewal Agency of McCall

PROPERTY: Lots 6,7,8 & 9/Blk 11 First , Addn Twn of McCall

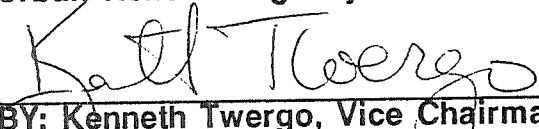
FILE NO.#: 17599

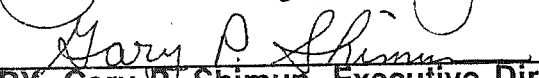
SETTLEMENT DATE: 12/31/96

PRORATION DATE: 12/31/96

	CHARGES	CREDITS
Sales Price:.....	142,500.00	
Settlement Fee:.....	335.00	
Owner's Policy Amount:.....	684.00	
Interest from 7/25/96:	6,793.60	
Deed of Trust to Seller:.....		106,793.60
Additional Recording:.....	15.00	
CASH DUE FROM PURCHASERS:.....		43,534.00
TOTALS:	150,327.60	150,327.60

Urban Renewal Agency of McCall


BY: Kenneth Twergo, Vice Chairman,


BY: Gary P. Shimun, Executive Directo,

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

1992 ALTA Owner's Policy

Owner's Policy Number
136 - 00 - 673955

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS—CONTINUED

by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to its Corporate Headquarters, 6630 West Broad Street, Richmond, Virginia 23230. Mailing address: P.O. Box 27567, Richmond, Virginia 23261.

IN WITNESS WHEREOF the Company has caused this policy to be signed and sealed, to be valid when Schedule A is countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

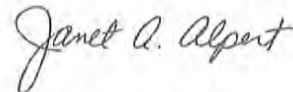
Lawyers Title Insurance Corporation

Attest:



Secretary

By:



President

POLICY OF TITLE INSURANCE

A WORD OF THANKS . . .

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title Insurance Corporation.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy, contact the office that issued your policy or you may write to:

Consumer Affairs Department

Lawyers Title Insurance Corporation

P.O. Box 27567

Richmond, Virginia 23261

TOLL FREE NUMBER: 1-800-446-7086

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE A

CASE NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	ENDORSEMENTS	POLICY NUMBER
Urban Re./ Chapman	12/27/96	\$142,500.00		136-00-673955

OWNER'S POLICY

1. Name of Insured:

Urban Renewal Agency of McCall a/k/a the McCall Redevelopment
Agency, a statutory agency

2. The estate or interest in the land which is covered by this policy is:

Fee Simple.

3. Title to the estate or interest in the land is vested in:

Urban Renewal Agency of McCall a/k/a the McCall Redevelopment
Agency, a statutory agency

4. The land referred to in this policy is described as follows:

All that certain lot, piece or parcel of land situated in Valley
County, Idaho and shown as Lots 6, 7, 8, and 9, Block 11, First
Addition to the Townsite of McCall, a plat which is recorded in the
office of the Recorder of Valley County, Idaho.

Mountain Title & Escrow Company, Inc.. Cascade, ID 83611


Counterparty Signature Authorized Officer or Agent

Issued at (Location)

Lawyers Title Insurance Corporation

OWNER'S POLICY

CASE NUMBER
Urban Renewal/ Chapman

SCHEDULE B

POLICY NUMBER
136-00-673955

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown by public records.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public record.
3. Easements, or claims of easements, not shown by public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Act authorizing the insurance thereof, water rights, claims or title to water.
6. Taxes for the year 1997 and subsequent years are a lien and not yet due and payable. Taxes for 1996 are paid in full.
7. Assessment or liens by Valley County for garbage collection, as provided for by law.
8. MCCALL'S FIRST ADDITION filings in the office of the Recorder of Valley County, Idaho as follows:
 - Plat, Book 1 of Plats at page 28
 - Dedication, Book 1 of Miscellaneous at page 213
9. DEED OF TRUST
 - GRANTOR: Urban Renewal Agency of McCall, a/k/a the McCall Redevelopment Agency, a statutory agency
 - TRUSTEE: Mountain Title & Escrow Company, Inc.
 - BENEFICIARY: Charles E. Chapman or Carol L. Chapman, husband and wife
 - DATED: December 26, 1996
 - RECORDED: December 27, 1996 as Instrument #223294
 - AMOUNT: \$106,793.60

**PROMISSORY NOTE
SECURED BY DEED OF TRUST**

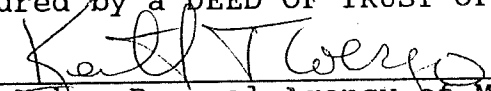
\$106,793.60

Dec. 26, 1996

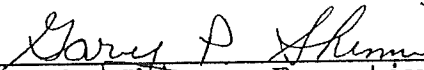
I promise to pay to the order of Charles E. Chapman and Carol L. Chapman, ONE HUNDRED SIX THOUSAND SEVEN HUNDRED NINETY THREE AND 60/100---DOLLARS, payable in lawful money of the United States of America, with interest thereon in like money, from 12/31/96 until paid, at the rate of 7 per cent per annum. Principal and Interest to be paid as follows:

ANNUAL payments in the amount of \$21,358.72 plus interest due on or before the 31st day of December, 1997, but not before December 1, and a like payment on or before the 31st day of each and every year, thereafter until December 31, 2001, but not before December 1 of each year, when all the remaining principal plus any accrued interest shall be due and payable. Buyer reserves the right to prepayment without penalty, shall be due and payable, any such prepayment shall not operate to defer any scheduled payment as it may otherwise fall due. If an early payoff is made all interest through December 31, 2001 will be due and payable.

Each payment shall be credited first on interest due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, We/I the undersigned, promise to pay such sum as the Court may fix as attorney's fees. The maker and endorser hereon jointly and severally waive presentment for payment, demand, protest and notice of protest of non-payment of this note. This note is secured by a DEED OF TRUST OF EVEN DATE.


Urban Renewal Agency of McCall
By: Kenneth Twergo, Vice Chairman

Due: December 31, 2001


By: Gary P. Shimun, Executive Director

OL
/ ac

ESCROW COLLECTION DEPARTMENT
Receipt for Documents

Date:

For the Collection Account of Owner
Charles E. Chapman and Carol L. Chapman SS# 473-32-2204
P.O. Box 162, McCall, Idaho 83638 Phone (208) 634-2061

Payor
Urban Renewal Agency of McCall SS# exempt
P.O. Box 986, McCall, Idaho 83638 Phone (208) 634-7142

Note Amount \$106,793.60 Interest Rate 7% from 12/31/96

Interest will be computed on unpaid balance to date of each payment unless otherwise instructed.

Documents Deposited: Promissory Note-Recorded Deed of Trust-Request for Reconveyance

Until further written notice from the Owner, funds shall be disposed of as follows: (☒) Remit () Checking () Savings

*See attached
instructions # 3*

Collection Fee paid by (x) Buyer () Seller () Split

The undersigned Owner has read the foregoing instructions and states that they are correct to the best of his knowledge and agrees as follows:

In consideration of the promises and the consent of Mountain Title & Escrow Co., Inc. to act as holder of the time collection deposited herewith, Mountain Title shall receive an initial filing fee of \$250.00 and a monthly collection fee of \$7.00. The escrow holder reserves the right to increase the collection charges on this Escrow at any time by giving notice of such increase to the parties to this escrow by regular mail at the last address left with the escrow holder.

In accepting this collection, Mountain Title & Escrow Co., Inc. assumes only to use ordinary diligence in safe keeping the instruments and any other documents received by it. It is understood and agreed that Mountain Title shall act only as a receiver of money paid on the above described item, which monies shall be distributed in accordance with the above instructions, and that Mountain Title assumes no duty or responsibility with respect to notice, demand, notice of non-payment, protest, notice of protest, suit, probate or bankruptcy claims, statutes of limitation, taxes, insurance payments, assessments, liens or endorsements heretofore made. All notices, if any, shall be sent by Owner at Owner's expense.

PURCHASE AGREEMENT

This Agreement is made at McCall, Idaho, on November 27, 1996, by CHARLES E. CHAPMAN and CAROL L. CHAPMAN, husband and wife, called "Seller" in the rest of this Agreement, and the URBAN RENEWAL AGENCY of McCall, a/k/a the McCall Redevelopment Agency, a statutory agency, called "Buyer" in the rest of this Agreement, who make this contract to sell and buy the real property described in this Agreement, for and in consideration of the mutual promises stated in this Agreement.

RECITALS

1. Seller is the owner of the real property located in the City of McCall, Valley County, State of Idaho, described as follows:
All that certain lot, piece or parcel of land situated in Valley County, Idaho and shown as all of Lots 6, 7, 8 and 9, Block 11, McCall's First Addition to the Townsite of McCall, a plat of which is recorded in the office of the Recorder of Valley County, Idaho,
There are no improvements on the land.
2. Buyer filed an action in condemnation to take the property during the summer of 1996, and the Seller and Buyer have concluded that it would be advantageous to reach agreement rather than letting the Courts resolve the matter. The Seller desires to sell and the Buyer desires to purchase the property for the purchase price and on the terms and conditions set forth in this Agreement.

AGREEMENTS

3. Purchase Price and Terms of Payment The total purchase price of the property is One Hundred Forty-Two Thousand Five Hundred Dollars (\$142,500.00), which shall be paid as follows:
 - a. By cash at closing - \$42,500.00, including interest on the entire purchase price at the rate of 10.875% from July 25, 1996 to date of closing.
 - b. By the giving of a promissory note, secured by a deed of trust as provided below, for the remaining balance, payable in five equal annual installments of principal, each plus interest accrued through date of payment at the rate of 7% per annum. Such installments are to be paid on or before December 31, 1997, but not before December 1 of such year; and on or before December 31 of each of the next four years thereafter, but not before December 1 of such year. Buyer may if Buyer so elects deposit with the escrow agent at any time a sum of money reasonably calculated with interest anticipated to be earned on it to be sufficient to make any remaining payments as they become due, or purchase and place with escrow agent an annuity which will make such payments as they become due, but such escrow agent shall not disburse to Seller prior to the relevant December 1; in any event in which such a deposit is not adequate to make all such payments when due, or is more than sufficient, Buyer shall make up the deficiency, or be entitled to the surplus.
4. Title The title to the property to be conveyed by Seller shall be good and marketable title, clear of all liens, encumbrances, defects and burdens, except utility easements of record, and zoning ordinances.
5. Evidence of Title Conclusive evidence of delivery of title in accordance with the foregoing requirements shall be a standard form owner's policy in the amount of the purchase price, which shall show title to the real property vested in Buyer and in accord with preliminary commitment COM0549-96 issued by Mountain Title and Escrow Company, Inc.

LETTER OF CLOSING INSTRUCTIONS

TO

MOUNTAIN TITLE & ESCROW COMPANY, INC.

120 Main Street/P.O. Box 798, Cascade, Id. 83611/208-382-4206

ESCROW NO. 17599

DATE:

We, the undersigned, hereby instruct Mountain Title & Escrow Co., Inc., hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information:

PROPERTY: Lots 6,7,8 & 9/Blk 11 First Addition Townsite of McCall Valley County, Idaho

BUYER: Urban Renewal Agency of McCall

SELLER: Charles E. Chapman and Carol L. Chapman

TERMS:

SALE PRICE	\$142,500.00
EM DEPOSIT	\$0 in the form of ck held by MT&EC.
CASH	\$ see closing
ASSUMPTION	\$0
NEW LOAN	\$0
CONTRACT/DT	\$106,793.60

(all assumption balances set out above shall be adjusted if necessary to the actual balances upon written verification from lender, If this transaction involves a new loan, these instructions must conform with the instructions from said lender.)

PRO-RATION DATE:12/31/96 CLOSING DATE:12/31/96. The closing agent is instructed to pro-rate all items to be pro-rated as of the above date with the Seller being responsible for all such items up to but not including the date of pro-ration and the Buyer being responsible for such items from and including the date of pro-ration.

COSTS: The following items shall be paid by Buyer (B), Seller (S), Divided (D) or paid outside of closing (POC)

(N/A) Attorney's Fee	B(S) Title Insurance, Owner's Policy
B(D) Closing Fee	(N/A) Title Insurance, Loan Policy
B(D) Escrow Set-up Fee	B(D) Escrow Monthly Fee
(N/A) Real Estate Commission to	
(N/A) Real Estate Commission to	

Read and Approved

LETTER OF CLOSING INSTRUCTIONS
PAGE 2, CONTINUED

TITLE INSURANCE: Insurer Mt. Title & Escrow Order No. COM0549-96
S (X) std () ext. coverage owners policy Amt. \$142,500.00
N/A () std () ext. coverage loan policy Amt. \$
N/A () std () ext. coverage purchasers policy Amt. \$

HAZARD INSURANCE: If Applicable, Obtain New

When the closing agent has received all properly executed documents and all funds necessary for the completion of this transaction and the title insurer is in a position to issue the type of policy(s) set out above, subject only to exceptions No's 1 through 9 plus any new documents recorded at closing as set out in their preliminary report dated June 12, 1996 and their usual printed exceptions, the closing agent is hereby authorized and instructed to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due to delay in disbursing beyond the control of the closing agent, for which the respective party shall be given an accounting.

The parties have entered into a contract for the purchase and sale of subject property entitled Purchase & Sale Agreement dated November 27, 1996, hereinafter referred to as the contract. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Contract as well as these instructions, HOWEVER, in the event the terms of the contract and the terms of these instructions shall conflict, the terms of these instructions shall control.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all costs expended by it and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee and parties hereto agree to be jointly and severable liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto, EXCEPT that in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition of the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

The closing agent shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of The United States of America or The State of Idaho.

Read and Approved

ea cl XHX KST

LETTER OF CLOSING INSTRUCTIONS
PAGE 3: CONTINUED

The property taxes for 1996 shall be paid and pro-rated backwards on the basis of the 1996 tax assessed in the amount of \$764.12. The parties hereto acknowledge that there may be a difference between the amount of taxes pro-rated and the actual tax assessment ultimately levied. The parties further acknowledge that under Idaho Code Sections 63-403 and 63-2203, "New and Additional Assessments" and "Adjustments of Taxes by the Board of Commissioners", additional taxes may be levied. The parties hereto agree to hold the closing agent harmless for any pro-ration difference between themselves. The closing agent shall not pro-rate any utility charges, unless specifically instructed to do so.

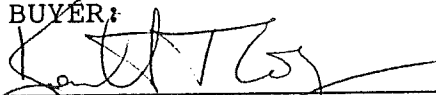
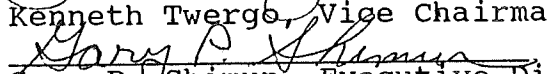
The closing agent is directed to comply with the instructions contained in these instructions and the parties hereto agree to indemnify and hold harmless the closing agent from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

We hereby authorize Mountain Title & Escrow to payoff AND CLOSE any debts as stated in the closing statement and receive all documents held by the lender/beneficiary for our benefit.

THESE CLOSING INSTRUCTIONS CONSTITUTE A LEGALLY BINDING AGREEMENT,
IF NOT FULLY UNDERSTOOD, SEEK LEGAL COUNSEL

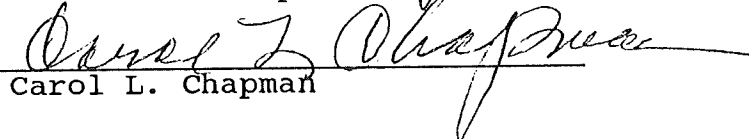
Additional Instructions:

BUYER:

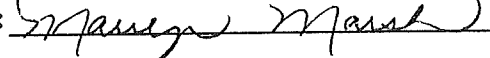

Urban Renewal Agency of McCall
Kenneth Twergo, Vice Chairman

Gary P. Shimun, Executive Dir.

SELLER:


Charles E. Chapman


Carol L. Chapman

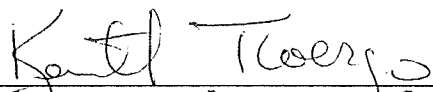
MOUNTAIN TITLE & ESCROW CO., INC.

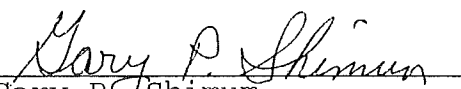
BY: 

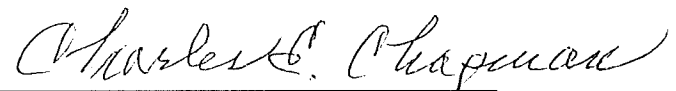
December 24, 1996


To Ted Burton, Esq
CITY OF MCCALL

Since we were to receive the accumulated 10.875% interest at closing and Mountain Title and Escrow Co, Inc included that amount (\$6,793.60) in the remaining balance, we would like the option of receiving this amount sometime in 1997.


Urban Renewal Agency of McCall
Kenneth Twergo, Vice Chairman


Gary P. Shimun
Executive Director


Charles E. Chapman


Carol L. Chapman

WARRANTY DEED

For Value Received Robert Joseph Mandery,

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
City of McCall Urban Renewal Agency,
whose address is: City Hall, McCall, ID 83638

Hereinafter called the Grantee, the following described premises situated in Valley County, Idaho,
to-wit:

A tract of land in Lot 1, Section 9, Township 18 North, Range 3 East, Boise Meridian, in Valley
County, Idaho, more particularly described as follows:

Beginning at a point 450 feet north from the southeast corner of said Lot 1 thence west 362 feet;
thence north 100 feet; thence east 362 feet; thence south 100 feet to the point of beginning.

EXCEPTING therefrom a strip of land 25 feet wide along the east side as deeded by the Dewey Davis
Estate, a corp. to the Village of McCall and recorded in Book 9 of Deeds page 607 records of Valley
County, Idaho, to be used as a street or public highway, dated June 17, 1916

Subject to current year's taxes, irrigation district assessments, public utility easements, subdivision
restrictions and U.S. Patent reservations.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee
and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with
the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from
all encumbrances except as above described and that Grantor will warrant and defend the same from
all lawful claims whatsoever.

Dated: 8/2/93

Robert J. Mandery
Robert Joseph Mandery

STATE OF IDAHO)
COUNTY OF VALLEY) ss.

On this 2nd day of AUGUST, 1993 before me, the undersigned Notary
Public, personally appeared Robert Joseph Mandery, known or identified to me to be the person(s)
whose name is subscribed to the within instrument, and acknowledged to me that he executed
the same.

(SEAL)

Michael R. Anderson
Notary Public State of IDAHO
Residing at: McCall
Commission Expires: 1-29-99

197803
CENTRAL IDAHO TITLE
REQUESTED BY:
RECORDED
Aug 3 41
TYPE: Books H 8
VALLEY
BY: [Signature]
FEE: 3.00

Recording Requested by:

McCall Redevelopment Agency
216 E. Park Street
McCall, Idaho 83638
Attn: City Clerk's Office

QUITCLAIM DEED

FOR VALUE RECEIVED, the Urban Renewal Agency of the City of McCall, also known as McCall Redevelopment Agency, an independent public body, corporate and politic, organized under the laws of the state of Idaho and having a mailing address of 216 E. Park Street, McCall, Idaho 83638, does hereby convey release, remise, and forever quitclaim unto the City of McCall, an Idaho municipal corporation, whose address is 216 E. Park Street, McCall, Idaho 83638, all right, title, and interest of McCall Redevelopment Agency in and to the following described real property situated in Valley County, State of Idaho, more particularly described as follows, to wit:

All that certain lot, piece or parcel of land situated in Valley County, Idaho and shown as Lots 6, 7, 8 and 9, Block 11, First Addition to the Townsite of McCall, a plat which is recorded in the office of the Recorder of Valley County, Idaho.

TO HAVE AND TO HOLD the said premises, unto the City of McCall and its successors and assigns forever.

DATED this ____ day of _____, 2021.

URBAN RENEWAL AGENCY OF THE CITY OF
MCCALL a/k/a MCCALL REDEVELOPMENT AGENCY

By: Rick Fereday, Chair

STATE OF IDAHO)
) ss.
County of Valley)

On this _____ day of _____, 2021, before me, a Notary Public in and for the state of Idaho, personally appeared Rick Fereday, known or identified to me to be the Chair of the URBAN RENEWAL AGENCY OF THE CITY OF MCCALL a/k/a MCCALL REDEVELOPMENT AGENCY, the independent public body, corporate and politic, that executed the foregoing instrument, and acknowledged to me that he had authority to execute same on behalf of the McCall Redevelopment Agency.

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

Notary Public for Idaho
My Commission Expires:_____

ACCEPTANCE

I, Bob Giles, Mayor of the City of McCall, on behalf of the City of McCall, do hereby acknowledge receipt of the foregoing Quitclaim Deed for the property more particularly described above and do agree to accept the terms contained in said Quitclaim Deed.

DATED this _____ day of _____, 2021.

CITY OF MCCALL

By: _____
Bob Giles, Mayor

STATE OF IDAHO)
) ss.
County of Valley)

On this _____ day of _____, 2021, before me, a Notary Public in and for the State of Idaho, personally appeared Bob Giles, known or identified to me to be the Mayor of the City of McCall, an Idaho municipal corporation, who executed the foregoing instrument, on behalf of the City of McCall, and acknowledged to me that the City of McCall executed the same.

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

Notary Public for Idaho
My Commission Expires: _____

4822-1847-0386, v. 1

Recording Requested by:
McCall Redevelopment Agency
216 E. Park Street
McCall, Idaho 83638
Attn: City Clerk's Office

RESTRICTIVE COVENANT AGREEMENT

This Restrictive Covenant Agreement ("**Agreement**") is made as of _____, 2021 ("**Effective Date**"), by and between The Urban Renewal Agency of the City of McCall, Idaho, also known as McCall Redevelopment Agency, an independent public body, corporate and politic, organized under the laws of the state of Idaho ("**Agency**") and having a mailing address of 216 E. Park Street, McCall, Idaho 83638, and the City of McCall, an Idaho municipal corporation ("**City**"), whose address is 216 E. Park Street, McCall, Idaho 83638. The Agency or City may be referred to herein as the "parties" or a "party" as the case may be.

Recitals

A. Agency is conveying that certain real property described on Exhibit A attached hereto and incorporated herein by reference ("**Property**") to the City.

B. Agency and City agree that the use and conveyance of the Property will have certain restrictions, subject to the terms and conditions contained herein.

Agreement

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is agreed and acknowledged, the parties agree as follows:

1. **Restrictions:** The following restrictive covenants apply to the Property: (i) the Property may only be used for public purposes; (ii) the Property may only be conveyed to a tax supported governmental unit; and (iii) any monetary consideration received for a conveyance of all or a portion of the Property will solely be used for the design, construction, or purchase of improvements or real property within a current or former urban renewal area as identified in an urban renewal plan adopted by the City.

2. **Miscellaneous.** This Agreement contains the entire agreement between the parties hereto and supersedes and replaces all prior agreements, negotiations or understandings, written or oral, with respect to the subject matter hereof. This Agreement may only be amended or terminated in writing signed by the owner of the Property and the Agency. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Idaho. This Agreement runs with the land and will inure to the benefit of and be binding upon the parties, their successors and assigns, and to successors in title to the Property. In the event any person initiates or defends any legal action or proceeding to enforce or interpret the terms of this Agreement, the prevailing party of such action or proceeding shall be entitled to recover from the losing party its reasonable attorney's fees and costs, including attorney's fees and costs on any appeal.

Dated as of the Effective Date.

MCCALL REDEVELOPMENT AGENCY

CITY OF MCCALL

By: Rick Fereday, Chair

By: Bob Giles, Mayor

STATE OF IDAHO)

) ss.

County of Valley)

On this ____ day of _____, 2021, before me, a Notary Public in and for the state of Idaho, personally appeared Rick Fereday, known or identified to me to be the Chair of the MCCALL REDEVELOPMENT AGENCY, the independent public body, corporate and politic, that executed the foregoing instrument, and acknowledged to me that he had authority to execute same on behalf of the McCall Redevelopment Agency.

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

Notary Public for Idaho

My Commission Expires: _____

STATE OF IDAHO)

) ss.

County of Valley)

On this ____ day of _____, 2021, before me, a Notary Public in and for the state of Idaho, personally appeared Bob Giles, known or identified to me to be the Mayor of the City of McCall, an Idaho municipal corporation, who executed the foregoing instrument, on behalf of the City of McCall, and acknowledged to me that the City of McCall executed the same.

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

Notary Public for Idaho

My Commission Expires: _____

EXHIBIT A
Property

All that certain lot, piece or parcel of land situated in Valley County, Idaho and shown as Lots 6, 7, 8 and 9, Block 11, First Addition to the Townsite of McCall, a plat which is recorded in the office of the Recorder of Valley County, Idaho.

4826-1843-6084, v. 3

Recording Requested by:

McCall Redevelopment Agency
216 E. Park Street
McCall, Idaho 83638
Attn: City Clerk's Office

QUITCLAIM DEED

FOR VALUE RECEIVED, the McCall Redevelopment Agency, also known as the City of McCall Urban Renewal Agency, also known as the McCall Redevelopment Agency, an independent public body, corporate and politic, organized under the laws of the state of Idaho and having a mailing address of 216 E. Park Street, McCall, Idaho 83638, does hereby convey release, remise, and forever quitclaim unto the City of McCall, an Idaho municipal corporation, whose address is 216 E. Park Street, McCall, Idaho 83638, all right, title, and interest of McCall Redevelopment Agency in and to the following described real property situated in Valley County, State of Idaho, more particularly described as follows, to wit:

A tract of land in Lot 1, Section 9, Township 18 North, Range 3 East, Boise Meridian, in Valley County, Idaho, more particularly described as follows:

Beginning at a point 450 feet north from the southeast corner of said Lot 1 thence west 362 feet; thence north 100 feet; thence east 362 feet; thence south 100 feet to the point of beginning.

EXCEPTING therefrom a strip of land 25 feet wide along the east side as deeded by the Dewey Davis Estate, a corp. to the Village of McCall and recorded in Book 9 of Deeds page 607 records of Valley County, Idaho, to be used as a street or public highway, dated June 17, 1916

TO HAVE AND TO HOLD the premises, unto the City of McCall and its successors and assigns forever.

DATED this ____ day of _____, 2021.

MCCALL REDEVELOPMENT AGENCY a/k/a
CITY OF MCCALL URBAN RENEWAL AGENCY

By: Rick Fereday, Chair

STATE OF IDAHO)
) ss.
County of Valley)

On this _____ day of _____, 2021, before me, a Notary Public in and for the State of Idaho, personally appeared Rick Fereday, known or identified to me to be the Chair of the CITY OF McCALL URBAN RENEWAL AGENCY, the independent public body, corporate and politic, that executed the foregoing instrument, and acknowledged to me that he had authority to execute same on behalf of the McCall Redevelopment Agency.

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

Notary Public for Idaho
My Commission Expires:_____

ACCEPTANCE

I, Bob Giles, Mayor of the city of McCall, on behalf of the city of McCall, do hereby acknowledge receipt of the foregoing Quitclaim Deed for the property more particularly described above, and do agree to accept the terms contained in said Quitclaim Deed.

DATED this _____ day of _____, 2021.

CITY OF McCALL

By: _____
Bob Giles, Mayor

STATE OF IDAHO)
) ss.
County of Valley)

On this _____ day of _____, 2021, before me, a Notary Public in and for the state of Idaho, personally appeared Bob Giles, known or identified to me to be the Mayor of the City of McCall, an Idaho municipal corporation, who executed the foregoing instrument, on behalf of the City of McCall, and acknowledged to me that the City of McCall executed the same.

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

Notary Public for Idaho
My Commission Expires: _____

Recording Requested by:

McCall Redevelopment Agency
216 E. Park Street
McCall, Idaho 83638
Attn: City Clerk's Office

**RESTRICTIVE COVENANT AGREEMENT
(1614 Davis)**

This Restrictive Covenant Agreement ("**Agreement**") is made as of _____, 2021 ("**Effective Date**"), by and between The Urban Renewal Agency of the City of McCall, Idaho, also known as McCall Redevelopment Agency, an independent public body, corporate and politic, organized under the laws of the state of Idaho ("**Agency**") and having a mailing address of 216 E. Park Street, McCall, Idaho 83638, and the City of McCall, an Idaho municipal corporation ("**City**"), whose address is 216 E. Park Street, McCall, Idaho 83638. The Agency or City may be referred to herein as the "parties" or a "party" as the case may be.

Recitals

A. Agency is conveying that certain real property described on Exhibit A attached hereto and incorporated herein by reference ("**Property**") to the City.

B. Agency and City agree that the use and conveyance of the Property will have certain restrictions, subject to the terms and conditions contained herein.

Agreement

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is agreed and acknowledged, the parties agree as follows:

1. Restrictions: The following restrictive covenants apply to the Property: (i) the Property may only be used for public purposes; (ii) the Property may only be conveyed to a tax supported governmental unit; and (iii) any monetary consideration received for a conveyance of all or a portion of the Property will solely be used for the design, construction, or purchase of improvements or real property within a current or former urban renewal area as identified in an urban renewal plan adopted by the City.

2. Miscellaneous. This Agreement contains the entire agreement between the parties hereto and supersedes and replaces all prior agreements, negotiations or understandings, written or oral, with respect to the subject matter hereof. This Agreement may only be amended or terminated in writing signed by the owner of the Property and the Agency. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Idaho. This Agreement runs with the land and will inure to the benefit of and be binding upon the parties, their successors and assigns, and to successors in title to the Property. In the event any person initiates or defends any legal action or proceeding to enforce or interpret the terms of this Agreement, the prevailing party of such action or proceeding shall be entitled to recover from the losing party its reasonable attorney's fees and costs, including attorney's fees and costs on any appeal.

Dated as of the Effective Date.

MCCALL REDEVELOPMENT AGENCY

CITY OF MCCALL

By: Rick Fereday, Chair

By: Bob Giles, Mayor

STATE OF IDAHO)

) ss.

County of Valley)

On this ____ day of _____, 2021, before me, a Notary Public in and for the state of Idaho, personally appeared Rick Fereday, known or identified to me to be the Chair of the MCCALL REDEVELOPMENT AGENCY, the independent public body, corporate and politic, that executed the foregoing instrument, and acknowledged to me that he had authority to execute same on behalf of the McCall Redevelopment Agency.

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

Notary Public for Idaho

My Commission Expires: _____

STATE OF IDAHO)

) ss.

County of Valley)

On this ____ day of _____, 2021, before me, a Notary Public in and for the state of Idaho, personally appeared Bob Giles, known or identified to me to be the Mayor of the City of McCall, an Idaho municipal corporation, who executed the foregoing instrument, on behalf of the City of McCall, and acknowledged to me that the City of McCall executed the same.

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

Notary Public for Idaho

My Commission Expires: _____

EXHIBIT A
Property

A tract of land in Lot 1, Section 9, Township 18 North, Range 3 East, Boise Meridian, in Valley County, Idaho, more particularly described as follows:

Beginning at a point 450 feet north from the southeast corner of said Lot 1 thence west 362 feet; thence north 100 feet; thence east 362 feet; thence south 100 feet to the point of beginning.

EXCEPTING therefrom a strip of land 25 feet wide along the east side as deeded by the Dewey Davis Estate, a corp. to the Village of McCall and recorded in Book 9 of Deeds page 607 records of Valley County, Idaho, to be used as a street or public highway, dated June 17, 1916

4841-7275-2372, v. 3