

COST SHARING DEVELOPMENT AGREEMENT

This Agreement is made and entered into by and between INDIAN HILLS TRADING CO., LLC, (hereinafter referred to as "Indian Hills") and PALOUSE PRAIRIE EDUCATIONAL ORGANIZATION, INC., (hereinafter referred to as "Palouse Prairie") to provide terms for the shared costs of certain development projects related to real property owned by both parties.

WITNESSETH:

WHEREAS, INDIAN HILLS is the owner of undeveloped real property located in Moscow, Latah County, Idaho known as Tax Parcel No. RPM00000 176230 and said real property has been subdivided and is scheduled to be developed as the Indian Hills 9th Addition ("9th Addition").

WHEREAS, PALOUSE PRAIRIE is the owner of undeveloped real property located in Moscow, Latah County, Idaho known as Tax Parcel No. RPM00000176750 and said real property is scheduled to be developed as the site for Palouse Prairie Charter School ("the School Site").

WHEREAS, the 9th Addition and the School Site are adjacent to one another as shown on the Latah County Geographical Information System parcel map.

WHEREAS, the 9th Addition development is in the infrastructure process phase of development, with an infrastructure project to begin and be completed in 2018 ("Infrastructure Project").

WHEREAS, it is beneficial to the parties that portions of the 9th Addition Infrastructure Project include work to be performed for the benefit of the School Site or for the joint benefit of the parties, specifically portions related to earthwork and site development; construction of a joint storm water detention basin; and installation of certain water, sewer, and storm drain utilities adjacent to the School Site.

WHEREAS, Indian Hills has hired Hammond Engineering & Development Company, Inc. ("HEDCO") as project engineer to oversee the Infrastructure Project.

WHEREAS, following a sealed bid process, HEDCO and Indian Hills have entered into a and agreement ("Contractor Agreement") with M.L. Albright & Sons, Inc., to act as General Contractor for the Infrastructure Project ("General Contractor").

WHEREAS, said Contractor Agreement contains certain Bid Items related to those certain projects for the benefit of the School Site, to-wit: Bid Item 2b; Bid Item 7b; Bid Item 7d; and Bid Item 17. A copy of all Bid Items is attached hereto as EXHIBIT "A" and incorporated for reference.

WHEREAS, the parties contemplate and agree that they should share the cost of specific portions of the Infrastructure Project that benefit or concern both parties.

WHEREAS, the parties now desire to enter into this Agreement for the purpose of reducing to writing a cost-sharing agreement and the parties' rights and obligations pertaining to the Infrastructure Project.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is agreed that the parties shall have certain rights, obligations, including cost-sharing obligations, related to the Infrastructure Project as follows:

OBLIGATIONS OF PALOUSE PRAIRIE

1. Subject to the terms of this Agreement, Palouse Prairie shall pay to Indian Hills for specific Bid Items benefiting the School Site, as follows:
 - a. Bid Item 2b: \$54,436.75, which is One Hundred Percent (100%) of funds the General Contractor is contractually entitled to receive from Indian Hills related to the successful completion of the Earthwork for Area II (School) described in said Bid Item.
 - b. Bid Item 7b: \$4,906.25, which is Fifty Percent (50%) of funds the General Contractor is contractually entitled receive from Indian Hills related to the successful installation of Two Hundred and Fifty linear feet (250 LF) of 15" Diameter High Density Polyethylene N-12 Strom Sewer Pipe.
 - c. Bid Item 7d: \$1,903.50, which is Fifty Percent (50%) of funds the General Contractor is contractually entitled receive from Indian Hills related to the successful installation of Nine and One Half vertical feet (9.5 VF) of Storm Sewer Manholes.
 - d. Bid Item 17: \$5,436.80, which is Fifty Percent (50%) of funds the General Contractor is contractually entitled receive from Indian Hills related to the successful installation of the Joint Stormwater Basin System as shown on HEDCO Civil Drawing C15 attached hereto and incorporated for reference as EXHIBIT "B".
2. Each payment owing to Indian Hills by Palouse Prairie under this Agreement shall be made according to the payment schedule set forth in the Contract Agreement between Indian Hills and the General Contractor.
3. In the event that any Bid Item results in an actual cost that is higher than the amount described herein, the parties shall renegotiate the terms of this Agreement related to that specific Bid Item, but neither party shall be entitled to renegotiation of any other term of this Agreement unless otherwise agreed to by the Parties.

OBLIGATIONS OF INDIAN HILLS

4. Except as otherwise stated herein, Indian Hills is responsible for any and all costs, including any fees, taxes, and assessments relating the Infrastructure Project and the 9th Addition.
5. Indian Hills shall abide by all terms, obligations, and responsibilities, and otherwise fully perform under those terms of the Contract Agreement with the General Contractor that relate to Palouse Prairie as described herein.
6. Prior to any payment to the General Contractor for any of those certain Bid Items related to the School Site as described herein, Indian Hills shall attain all necessary lien releases or lien waivers from all contractors, subcontractors, suppliers, or other such persons or entities with a right to lien pursuant to Idaho Code 45 § 501 et seq.
7. Indian Hills shall ensure all work related to the Bid Items described herein is completed in compliance with all applicable laws, rules, regulations, and trade standards.
8. Indian Hills shall ensure all contractors or subcontractors performing work related to the Bid Items described herein agree to warrant and indemnify any improper or defective work, which requires corrective work.
9. Indian Hills shall enforce all terms of the Contractor Agreement between Indian Hills and the General Contractor related to those certain Bid Items related to Palouse Prairie and described herein, provided that Palouse Prairie shall indemnify Indian Hills for all costs related to such enforcement, including but not limited to costs incurred in the prosecution or defense of any lawsuit thereto.
10. In the event of a dispute between Indian Hills and the General Contractor or other person or entity entitled to a lien by Idaho Code 45 § 501 et seq., Indian Hills shall take reasonable steps to exempt the real property owned by Palouse Prairie from that real property, which is subject to a mechanic's lien, materialman's lien, or claim thereof, provided however that said dispute is unrelated to the Bid Items described herein and provided that Palouse Prairie has paid to Indian Hills the sums related to said Bid Items as set forth herein.

GENERAL OBLIGATIONS

11. The parties shall execute such documents and take such actions as may be necessary or appropriate to carry out the purposes of this Agreement.
12. This Agreement constitutes the entire agreement between the Parties with respect to maintenance and repair of the Road, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any party except to the extent incorporated in this Agreement.
13. Any modification of this Agreement or additional obligation assumed by any party

in connection with this Agreement shall be binding only if evidenced in writing signed by each party or authorized representative or their successors.

14. The failure of any Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
15. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures or other such agreed upon mediator before resorting to arbitration, litigation, or some other dispute resolution procedure.
16. In the event of legal proceedings related to this Agreement, the venue for such legal proceedings will be Latah County, Idaho.
17. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Idaho.
18. In the event any legal action is filed relating to the terms and performance of this Agreement, the unsuccessful Party in such action shall pay to the successful Party, in addition to all sums either Party may be called upon to pay under the terms of the Agreement, a reasonable sum for the successful Party's attorney fees and costs.
19. This agreement may be executed in any number of counter parts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year written below.

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DATED this 3rd day of May, 2018

INDIAN HILLS TRADING CO., LLC.

By: Sally Powers
SALLY POWERS
MANAGING MEMBER

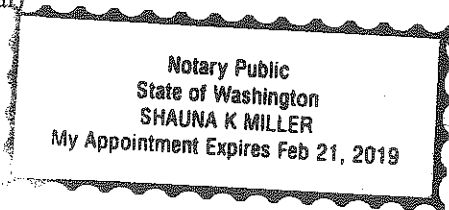
STATE OF WASHINGTON)

County of Adams) ss.

On this _____ day of May, 2018, before me the undersigned a Notary Public in and for the State of Washington, personally appeared Sally Powers, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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

(seal)



Shauna K Miller
Notary Public in and for the State of
Washington, residing at Washburna.
My commission expires: Feb 21, 2019

DATED this _____ day of May, 2018

PALOUSE PRAIRIE EDUCATIONAL ORGANIZATION, INC.:

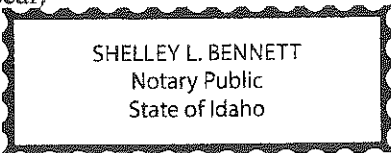
By: *Amy Ball*
AMY BALL
PRESIDENT/CHAIRPERSON

STATE OF IDAHO)
 ss.
County of Latah)

On this 11 day of May, 2018, before me the undersigned a Notary Public in and for the State of Idaho, personally appeared Amy Ball, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

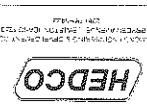
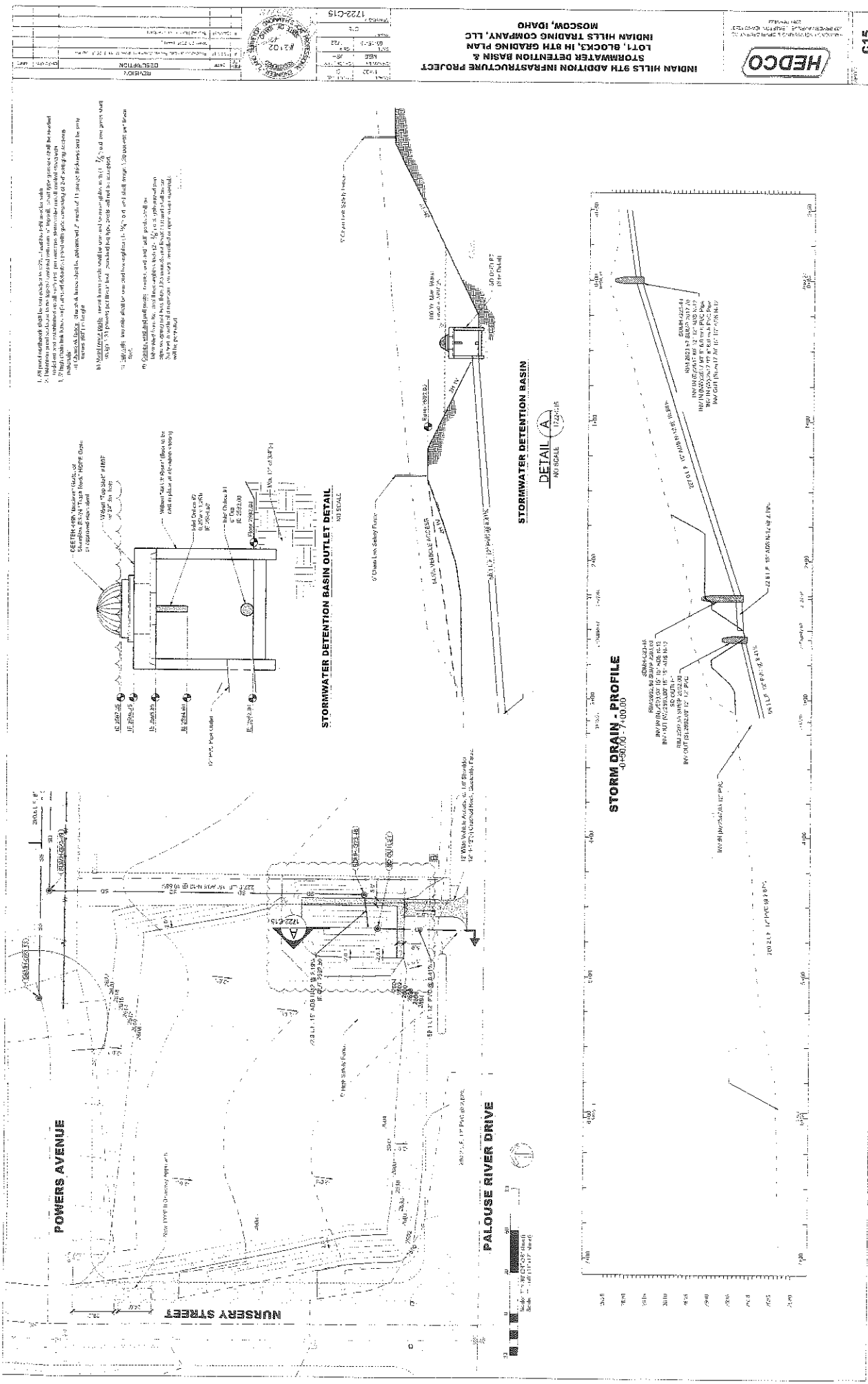
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)



Shelley Bennett
Notary Public in and for the State of
Idaho, residing at *Moscow*.
My commission expires: *8-7-23*

Exhibit "B" 1507



INDIAN HILLS 9TH ADDITION INFRASTRUCTURE PROJECT
 STORMWATER DETENTION BASIN &
 LOT 1, BLOCK 3, 14 8TH GRADING PLAN
 INDIAN HILLS TRADING COMPANY, LLC
 MOSCOW, IDAHO

1722-C15

DATE	12/20/17
BY	JL
CHECKED	JK
SCALE	AS SHOWN
PROJECT	INDIAN HILLS 9TH ADDITION INFRASTRUCTURE PROJECT
SHEET NO.	1722-C15
TOTAL SHEETS	1722-C15

C15

Exhibit 'A'

BID TABULATION

Indian Hills 9th Addition
Infrastructure Project

Bid Date 3-30-2018

ITEM No	TITLE	QTY	UNIT	ENGINEER'S ESTIMATE		M.L. Albright & Sons, Inc. Lewiston, ID		Crea Construction, Inc. Lewiston, ID		Germer Construction Moscow, ID		Western Construction Lewiston, ID	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization, Bonds, Insurance, etc.	1	L.S.		\$35,000.00		\$35,000.00		\$50,000.00		\$50,000.00		\$60,280.00
2a.)	Project Earthwork for Area I (Subdivision)	1	L.S.		\$97,200.00		\$116,127.50		\$128,500.00		\$98,918.00		\$110,000.00
2b.)	Project Earthwork for Area II (School)	1	L.S.		\$50,400.00		\$54,436.75		\$50,000.00		\$41,011.00		\$65,000.00
3a.)	4" Crushed Rock Base Course (1 1/4")	6,100	S.Y.	\$4.00	\$24,400.00	\$5.97	\$36,417.00	\$5.25	\$32,025.00	\$3.96	\$21,156.00	\$3.50	\$21,350.00
3b.)	10" Crushed Rock Base Course (3/4")	5,400	S.Y.	\$3.75	\$20,250.00	\$3.97	\$21,438.00	\$4.25	\$22,850.00	\$3.96	\$21,384.00	\$3.50	\$18,900.00
4a.)	4" Bituminous Pavement	5,400	S.Y.	\$19.00	\$102,600.00	\$20.00	\$108,000.00	\$20.00	\$108,000.00	\$20.50	\$110,700.00	\$20.00	\$108,000.00
4b.)	Cast Iron Monument Casings	7	Each	\$500.00	\$3,500.00	\$235.00	\$1,645.00	\$450.00	\$3,150.00	\$320.00	\$2,240.00	\$900.00	\$6,300.00
5	Concrete "High-Back" Curb & Gutter	2500	L.F.	\$15.00	\$37,500.00	\$14.07	\$35,175.00	\$15.50	\$38,750.00	\$15.50	\$38,750.00	\$15.00	\$37,500.00
6	Catch Basins	7	Each	\$1,500.00	\$10,500.00	\$1,123.00	\$7,861.00	\$1,250.00	\$8,750.00	\$1,800.00	\$12,600.00	\$1,750.00	\$12,250.00
7a.)	12" Dia. HDPE N-12 Storm Sewer	1150	L.F.	\$32.00	\$36,800.00	\$29.00	\$33,350.00	\$32.00	\$36,800.00	\$34.00	\$39,100.00	\$40.00	\$46,000.00
7b.)	15" Dia. HDPE N-12 Storm Sewer	580	L.F.	\$35.00	\$20,300.00	\$39.25	\$22,766.00	\$38.00	\$22,040.00	\$42.00	\$24,360.00	\$40.00	\$23,200.00
7c.)	4" Dia. PVC Storm Sewer Service Lines	1300	L.F.	\$20.00	\$26,000.00	\$18.80	\$24,440.00	\$22.00	\$28,600.00	\$26.00	\$33,800.00	\$25.00	\$32,500.00
7d.)	Storm Sewer Manholes	57	V.F.	\$400.00	\$22,800.00	\$400.75	\$22,842.75	\$385.00	\$21,945.00	\$350.00	\$19,950.00	\$430.00	\$24,510.00
8a.)	8" Diameter PVC Sanitary Sewer Pipe	1440	L.F.	\$30.00	\$43,200.00	\$26.85	\$38,664.00	\$45.00	\$64,800.00	\$35.00	\$50,400.00	\$42.00	\$60,480.00
8b.)	10" Diameter PVC Sanitary Sewer Pipe	460	L.F.	\$33.00	\$15,180.00	\$29.95	\$13,777.00	\$37.00	\$17,020.00	\$38.00	\$17,480.00	\$45.00	\$20,700.00
8c.)	4" Diameter PVC Sanitary Service Lines	1300	L.F.	\$20.00	\$26,000.00	\$17.00	\$22,100.00	\$23.00	\$29,900.00	\$25.00	\$32,500.00	\$25.00	\$32,500.00
9	Sanitary Sewer Manholes	82	V.F.	\$400.00	\$32,800.00	\$346.80	\$28,437.60	\$300.00	\$24,600.00	\$350.00	\$28,700.00	\$360.00	\$29,520.00
10a.)	8" Diameter PVC Water Pipe & Fittings	730	L.F.	\$32.00	\$23,360.00	\$29.80	\$21,754.00	\$32.00	\$23,360.00	\$45.00	\$32,850.00	\$42.00	\$30,660.00
10b.)	10" Diameter PVC Water Pipe & Fittings	930	L.F.	\$35.00	\$32,550.00	\$40.10	\$37,293.00	\$42.00	\$39,060.00	\$52.00	\$48,360.00	\$45.00	\$41,850.00
11a.)	8" Gate Valves	3	Each	\$1,500.00	\$4,500.00	\$1,573.10	\$4,719.30	\$1,175.00	\$3,525.00	\$1,450.00	\$4,350.00	\$1,200.00	\$3,600.00
11b.)	10" Gate Valves	3	Each	\$2,000.00	\$6,000.00	\$2,161.00	\$6,483.00	\$1,850.00	\$5,550.00	\$1,803.00	\$5,409.00	\$1,800.00	\$5,400.00
12a.)	5' Concrete Sidewalk	12,500	S.F.	\$4.25	\$53,125.00	\$5.15	\$64,375.00	\$5.70	\$71,250.00	\$5.00	\$62,500.00	\$5.00	\$62,500.00
12b.)	Pedestrian Ramps	10	Each	\$800.00	\$8,000.00	\$829.50	\$8,295.00	\$575.00	\$5,750.00	\$1,200.00	\$12,000.00	\$1,100.00	\$11,000.00
12c.)	Concrete Driveway Approaches	2	Each	\$2,500.00	\$5,000.00	\$2,195.25	\$4,390.50	\$2,150.00	\$4,300.00	\$3,150.00	\$6,300.00	\$3,000.00	\$6,000.00
13	Utilities Trenching	2,000	L.F.	\$10.00	\$20,000.00	\$9.75	\$19,500.00	\$3.75	\$7,500.00	\$18.00	\$36,000.00	\$15.00	\$30,000.00
14	Utilities Conduit	Allowance	L.S.		\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00
15	Fire Hydrants	4	Each	\$4,500.00	\$18,000.00	\$4,713.40	\$18,853.60	\$4,500.00	\$18,000.00	\$4,500.00	\$18,000.00	\$4,800.00	\$19,200.00
16	Water Services	28	Each	\$1,000.00	\$28,000.00	\$861.00	\$24,108.00	\$775.00	\$21,700.00	\$1,000.00	\$10,000.00	\$600.00	\$16,800.00
17	Joint Stormwater Basin System	1	L.S.		\$17,500.00		\$10,873.60		\$18,000.00		\$22,880.00		\$15,000.00
18	Ecology Block Retaining Wall	1	L.S.		\$8,700.00		\$9,020.00		\$4,000.00		\$19,200.00		\$11,000.00
19	Maintenance & Protect of Traffic	1	L.S.		\$2,500.00		\$2,000.00		\$1,400.00		\$6,000.00		\$5,000.00
20	Fabricated Bollards	2	Each	\$900.00	\$1,800.00	\$495.00	\$990.00	\$325.00	\$650.00	\$400.00	\$800.00	\$500.00	\$1,000.00
21	Construction Phase SW Management	1	L.S.		\$8,000.00		\$7,504.00		\$7,800.00		\$46,800.00		\$5,000.00
	BASE BID TOTAL				\$856,465.00		\$907,935.60		\$934,675.00		\$978,498.00		\$988,000.00

\$4906.25 76' * 250' @ 39.25 / 50/50
7403.50 7d * * 9.5 vert. feet @ 400.75 / 50/50

HEDCO, Inc.
528 Bryden Avenue
Lewiston, ID 83501