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CHRISTOPHER D. RICH, Clerk
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Attorneys for Plaintiff Eagle Urban Renewal Agency.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

EAGLE URBAN RENEWAL AGENCY, a
body politic corporate of the State of Idaho,

Plaintiff,

vs.

Case No.: CV OC 1505221

STIPULATION FOR SETTLEMENT

RICHARD LEE SMITH and SANDY JO
SMITH, husband and wife, DRAINAGE
DISTRICT, NO. 2, a quasi-municipal
corporation, EAGLE FLOUR MILLING
COMPANY, INC., and Idaho corporation,
PETROLUEUM FACILITIES, INC., and
IDAHO POWER COMPANY,

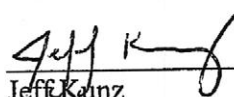
Defendants.

1. This case is settled pursuant to the terms set forth herein.
2. The existing building and asphalt on the property located on the subject property, located at 35 W. State St in Eagle, ID, will be demolished and removed within sixty (60) days, and no later than September 12, 2015. Smiths to do the demolition.
3. After the demolition occurs, this case will be dismissed without prejudice.

COPY


4. Smiths agree to dismiss the related lawsuit, Case No. CV OC 1511679 against the EURA and City of Eagle, with prejudice, within five (5) days of EURA's dismissal.
5. Each party shall bear their own attorneys' fees and costs of suit.
6. The Smiths agree to keep the property free of blight and in a clear and clean condition, in compliance with all applicable City Codes. Any violation of code, including failure to keep the weeds down, will result in a breach of this agreement and be subject to a penalty of \$250.00 to be paid by the Smiths, whether or not City Code Enforcement issues a citation. Smiths shall have fifteen (15) days after notice from the City of Eagle or EURA to cure the defect, and if Smiths fail to do so within that time period, Smiths shall pay a penalty for breach of contract of \$250, with no more than one penalty imposed per calendar month. If Smiths fail to cure the violation(s) within 15 days, then EURA shall have the right to enter the property and cure the problem, and Smiths shall pay the reasonable costs of the same within 10 days of being presented with an invoice by EURA. Condemnation shall not be reinitiated for violation of this paragraph; the remedies herein are exclusive.
7. Smiths agree to develop the property, or sell to a developer, and have a development under construction (all entitlements in place and ground broken), no later than December 31, 2016. In the event that the Smiths fail to do so, the property may again be the subject of a condemnation action, for any public purpose, on or after January 1, 2017.
8. This settlement is subject to ratification by the full EURA Board. The Board will meet on Friday, July 17th, 2015 to take action on the agreement. EURA will vacate the Motion for Possession Hearing scheduled for July 16, 2015.
9. EURA agrees not to file another condemnation action against the Smiths prior to December 31, 2016.
10. EURA to pay an administrative settlement to Smiths of \$67,500. Half that amount, \$33,750, shall be paid within twenty (20) days after demolition referenced in paragraph two (2) herein is complete and inspected by EURA. The remaining half shall be paid upon start of construction for a development on the property, or upon closing of the sale of the property if Smiths elect to sell rather than develop.

Plaintiff:



Jeff Kanz
Chairman, EURA

Defendant:


Sandy Smith


Heather A. Cunningham
Counsel for Plaintiff


Richard Smith


Chad Lamer
Counsel for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15th day of July, 2015, a true and correct copy of the foregoing was served upon the following:

Chad Lamer
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