



**PLANNING & ZONING COMMISSION
MEETING AGENDA**

**January 26, 2022
5:30 PM**

Location: City Council Chambers, 408 N. Spokane Street, Post Falls, ID 83854

MEETING ATTENDEES ARE ENCOURAGED TO MAINTAIN A 6 FOOT SEPARATION FROM OTHER ATTENDEES AT THE MEETING AND MASKS ARE ENCOURAGED FOR THOSE WHO HAVE NOT BEEN FULLY VACCINATED FOR COVID-19.

THE MEETING MAY BE VIEWED ON CABLE CHANNEL 1300 OR LIVESTREAMED ON THE CITY'S YOUTUBE CHANNEL (<https://www.youtube.com/c/CityofPostFallsIdaho>).

WRITTEN TESTIMONY AT PUBLIC HEARINGS IN LIEU OF ATTENDING IN PERSON IS ENCOURAGED. WRITTEN TESTIMONY WILL BE CONSIDERED TO THE SAME EXTENT AS LIVE TESTIMONY.

REGULAR MEETING – 5:30 PM

CALL TO ORDER

*** PLEASE TURN OFF YOUR CELL PHONES ***

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Carey, Hampe, Steffensen, Davis, Ward, Schlotthauer, Kimball

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

AMENDMENTS TO THE AGENDA

Final action cannot be taken on an item added to the agenda after the start of the meeting unless an emergency is declared that requires action at the meeting. The declaration and justification must be approved by motion of the Council.

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

1. CONSENT CALENDAR

The consent calendar includes items which require formal Commission action, but which are typically routine or not of great controversy. Individual Commission members may ask that any specific item be removed from the consent calendar in order that it be discussed in greater detail. Explanatory information is included in the Commission agenda packet regarding these items and any contingencies are part of the approval.

ACTION ITEMS:

- a. Minutes – January 11, 2022, Planning and Zoning Commission Meeting

2. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Commission on an issue that is not on the agenda. Comments on issues that are planned for future meeting agendas should be held for that meeting

3. UNFINISHED / OLD BUSINESS

This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.

4. PUBLIC HEARINGS

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

ACTION ITEMS:

- A. Elm Place Subdivision File No. SUBD-0019-2021 – Ethan Porter, Associate Planner, to present
- B. River City Center Subdivision File No. SUBD-0020-2021 - Ethan Porter, Associate Planner, to present

5. ADMINISTRATIVE / STAFF REPORTS

6. COMMISSION COMMENT

7. ADJOURMENT

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: Ryan Davis Vice Chair: Ray Kimball
Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, James Steffensen, Kevin Ward



**PLANNING & ZONING COMMISSION
MEETING MINUTES**

**January 11, 2022
5:30 PM**

Location: City Council Chambers, 408 N. Spokane Street, Post Falls, ID 83854

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REGULAR MEETING – 5:30 PM

CALL TO ORDER

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PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Carey, Steffensen, Davis, Ward, Kimball - Present

Hampe, Schlotthauer - Excused

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

Herrington - Spoke on the deliberations and explaining that we will be going through each review criteria.

AMENDMENTS TO THE AGENDA

Final action cannot be taken on an item added to the agenda after the start of the meeting unless an emergency is declared that requires action at the meeting. The declaration and justification must be approved by motion of the Council.

N/A

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

None

1. CONSENT CALENDAR

The consent calendar includes items which require formal Commission action, but which are typically routine or not of great controversy. Individual Commission members may ask that any specific item be removed from the consent calendar in order that it be discussed in greater detail. Explanatory information is included in the Commission agenda packet regarding these items and any contingencies are part of the approval.

ACTION ITEMS:

- a. Minutes – December 14, 2021, Planning and Zoning Commission Meeting
- b. Reasoned Decision – Blue Spruce Meadows Subdivision File No. SUBD-0011-2021
- c. Zoning Recommendation – Angell Clark Zone Change File No. RZNE-0010-2021

Motion to approve by Steffensen

Second By: Carey

Vote: Kimball – Yes; Carey – Yes; Steffensen – Yes; Davis - Yes

Moved

2. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Commission regarding City-related issues that are not on the agenda. Persons wishing to speak will have 5 minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for that public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, by subsequent appointment. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring action must be placed on the agenda of an upcoming meeting. As such, the Commission cannot take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.

N/A

3. UNFINISHED/OLD BUSINESS

This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.

N/A

4. PUBLIC HEARINGS

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by

public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

ACTION ITEMS:

- A. Comprehensive Plan Amendment, KCRF/KCEMSS File No. CPA-0002-2021 – Anne Wescott, Galena Consulting to present (**Action Item**) – Tonight we are speaking to you as Planning and Zoning. On Page 11 of the Kootenai County report, the Capital Improvement Plan (CIP) for the Fire Department and EMS for the next ten years is offered in detail to determine if the CIP is in alignment with the Comprehensive Plan. The plan has not changed since it was presented in December.

Manley – I would like to make one clarification. A lot of what was presented by Anne Wescott of Galena Consulting dealt with the capital expenditures as part of the impact fees. What is being forwarded for recommendation is that Comp Plan Amendment portion. On Page 5.3 there is that additional language in there that is being requested to be amended under the services section.

Herrington – Page 68 of your agenda.

Manley – That additional language points to those master documents as presented as KCFR and KCEMSS.

Davis – So the language you are referring to is the Council's adopted impact fees for KCRF and KCEMSS and extended that whole piece?

Manley – Yes, it's all underlined.

Testimony:

In Favor – None

Neutral – None

Opposition – None

Carey moved to forward for approval City Council CPA-0004-2021

Second By: Steffensen

Vote Steffensen – Yes; Carey – Yes; Kimball – Yes; Davis – Yes

Moved

- B. Dual Brand Hotel Special Use Permit File No. USE-0006-2021 – Laura Jones, Associate Planner, to present. The owner is Bill Lawson of A & A Construction. Applicant is Dwight Hume of Land Use Solutions and Entitlement. (**Action Item**) – Special Use Permit approval to exceed the maximum height requirement of 45' within the Community Commercial Services (CCS) zoning designation, to construct a 5-story hotel with a maximum height of 60'. The project site is located south of Interstate 90 and north of E. 4th Avenue between North Idaho Street and E Seltice Way. The existing zoning to the north, west and east are CCS, which is currently vacant and being subdivided. To the southeast is Woodland Meadows R-3 multi-family residential. The area to the southwest

is zoned Smart Code 5 (SC5). The City of Post Falls will provide both water and sanitary sewer services. The applicant is proposing a hotel with 154 guest rooms. Amenities include a below-grade parking garage, restaurant, multi-conferencing center and indoor pool. Looking at the Bulk and Placement Table, you can see that for CCS, the maximum height allowance is 45 feet, which is why they are requesting a Special Use Permit to exceed that. Looking at the Future Land Use Map within the Comprehensive Plan, this is located within the business commercial future land use designation. The purpose of that land use designation is to provide for a variety of general service, retail, professional office and mixed-uses that serve local and regional residents as well as the traveling public. It should develop with multi-story buildings and a mixture of uses is encouraged, particularly in the City Center District. On the conceptual site plan, it shows they plan to gain access from the south off of 4th Avenue. On the conceptual elevation, you can see Interstate 90. That below grade parking level is here, and then conceptually, how those five stories may look compared to a single-story commercial building.

Review Criteria:

- Implementation of the special use will/will not conform to the purposes of the applicable zoning district. The special use in this case conforms to PFMC Section 18.16.010(B).
- Whether the proposed use constitutes an allowable special use as established by this chapter for the zoning district involved; and complies with all other applicable laws, ordinances, and regulations of the city and the state. The maximum height per PFMC Section 18.20.040 Official Bulk and Placement Table has a maximum allowed height of 45 feet, so in order to exceed 45 feet, they need a special use permit.
- Whether the proposed use will/will not be compatible with the health, safety, and welfare of the public or with land use in the vicinity. The proposed use should not negatively impact the health, safety, and welfare of the public or land uses in the vicinity.
 - Transportation: The proposed special use for building height is not anticipated to produce impacts that would adversely impact the adjoining transportation system.
 - Water Reclamation: The site will be connected to the City's Water Reclamation facilities. Existing facilities are in place and have the capacity and capability to handle the requested use.
 - Domestic Water: The proposed special use will be serviced by the City of Post Falls water system. Domestic water is being extended to the site as part of the required work for the underlying subdivision.
 - Mass Grading: The site is located within an area of current mass grading activity. Certification of mass grading is required prior to the issuance of any building permits.
- Whether the proposed use will/will not comply with the goals and policies found within the comprehensive plan. Goals 3, 4, 7 and 14 may be relevant to this special use permit. Policies 1, 5, 8, 70, and 84 may be relevant to this special use permit. The goals and policies are outlined in detail in the staff report.

All agencies have been notified. Kootenai County Fire and Rescue, Post Falls Police Department, and Idaho Department of Environmental Quality each responded that they remain neutral to the proposed special use.

Applicant – Dwight Hume, Land Use Solutions and Entitlement – I am Dwight Hume, and I am here on behalf of NA Construction. With me tonight is Bill Lawson, the developer, and also his architect, Russ Wolf, who can explain in more detail why the nature of project requires this extra height. As shared in our application submittal what triggered all of that was an obligation to accommodate the Dual Brand Hotel, it needed to be 150 units. When we use the site configuration, shape, acreage, and your standards for zoning, parking, setback, landscaping, it resulted in a footprint for the site that you see in the presentation by staff. There is no room to spread to accommodate. The hotel chain said they would come if we could give them 150 rooms. As a result, the byproduct was 154 units, but created the need to go one story higher. The CCS limit is 45 feet. We're asking for 60. The architect can give more detail why that dimension works. There are exceptions on your height. That's the mechanical that goes on the roof. My job as a land use planner is more attending to your criteria for approval. I answered the criteria in the affirmative. We are not in conflict with the Comp Plan, not in conflict with the zone, or the intent of the zone. The question then is really a very narrow one and that is will the height of this structure adversely impact surrounding land use. The answer is simply "no" because of the nature of where it is. It's out on the edge of the development, the urban renewal of this particular area. Coincidentally, it's 25 feet lower than the tower that was left from the former use in this area, namely the mill that was there. That is being used for historic benefits. Unless you have questions for me, I'd like the architect to give you more details.

Russ Wolf, Wolf Architectural Group, Spokane, WA – I appreciate being here to present some things about this project that are part of the whole process. We currently are developing 11 acres along the north frontage of 4th Street to include the improvements of Front Street. When you look at this site, this building is sitting in a depression from three sides. One of the mass grading solutions is to put the parking underneath and utilize that soil to balance this site. They are saving the silo in the back. The silo has opportunities to create a sense of place and it is really important to how we treat this property. It's in process. We're trying to perch it up, make it stable, and give it some effects that anchor the development to the public view. What's really critical to the floor plan of a hotel is where the center core of an elevator is and stair towers, how the corridors work and how far you have to take your bag for a comfort level. The more compact they are, the better they work. The better the land use is and so from our perspective, the building functions much better with one floor up rather than us taking more real estate that's already and committed and trying to extend the building so you have a really long corridor. It's more efficient and it builds efficiency throughout the whole process.

Carey – It's 55 feet maximum to the roof and then there are just a few mechanical protrusions above the roof. Is that correct?

Wolf – Yes. The first floor is 15 feet and then 10 feet for each floor after that.

Carey – And the entrance is going to be on 4th Street?

Wolf – It is. It's a shared entrance/exit with the whole development. It's one of three locations along 4th Street.

Steffensen – Provided that this is approved, what is the construction timeframe?

Wolf – We only have preliminary site plans at the moment. We would probably have two or three months of work before you would see an application for a permit.

Testimony:
In Favor – None
Neutral – None
Opposition – One

Opposed – Bob Flowers – 3914 E Maplewood Avenue – We’re not Coeur d’Alene. We don’t need to be building buildings that block the mountain and river views. If we approve this extra height, we’re setting a precedence for other projects that are going to be coming. They can spread out a little bit and utilize their land a little different. It isn’t the City’s job to make sure the contractor’s job pencil’s in right. They need to go by our rules. Changing the rules is not the way to do that.

Review Criteria Discussion:

- 1. Whether Implementation of the special use permit would/would not conform to the purposes of the applicable zoning district.**

Steffensen, Carey, Kimball and Davis agree that it is allowable within that zoning and that the additional 15 feet are reasonable.

- 2. Whether the proposed use constitutes an allowable special use as established by this chapter for the zoning district involved; and complies with all other applicable laws, ordinances and regulations of the city and state.**

Steffensen, Carey, Kimball and Davis agree that the request is in compliance.

- 3. Whether the proposed use will/will not be compatible with the health, safety and welfare of the public or with land uses within the vicinity of the proposal.**

Steffensen, Carey, Kimball and Davis agree that the proposed land use will not infringe any on residential and that the improvements in that area are needed. The location is one of the most appropriate in Post Falls for this purpose.

- 4. Whether the proposed use will/will not comply with the goals and policies found within the comprehensive plan.**

Steffensen, Carey, Kimball and Davis agree that the plans as outlined in the staff report are in accordance with the goals of the comprehensive plan.

Kimball moved to approve the Special Use Permit File No. USE-0006-2021 finding that it meets the review criteria set forth in the PFMC and adopting conditions 1- 3 and found in the staff report.

Second By: Carey

Vote Kimball – Yes; Carey – Yes; Steffensen – Yes; Davis - Yes

Moved

5. Pointe at Post Falls 4th Addition Subdivision File No. SUBD-0018-2021 - Laura Jones, Associate Planner, to present. The property owner is Pointe Partners, LLC. The applicant is HMH Engineering. (Action Item) – Approval of a 26-lot subdivision within the Community Commercial Services (CCS) and Industrial (I) zoning designations on approximately 47 acres. The site is located west of North Beck Road and south of West Pointe Parkway. The current land use is vacant. The City of Post Falls will provide both water services and sanitary sewer. The existing zoning for the site is CCS and Industrial. Most of the surrounding land uses are also industrial. The proposed subdivision plan is for 47 lots to be built out in 2 phases. Phase 1 – 13 lots, the extension of Baugh Way and eastern portion of Pointe Court Way. Phase 2 – 13 lots and the completion of Pointe Court Way.

Review Criteria for Subdivision

- Water will be provided by the City of Post Falls and modeling indicates that sufficient water service and fire flow will be available.
- Sufficient capacity at the Beck Road lift station exists for proposed commercial uses.
- Proposed streets are consistent with the transportation element of the comprehensive plan.
 - The subdivision and proposed layout accommodate connectivity and should not have a negative impact of the local transportation system.
 - The proposed commercial roadway classification for Pointe Court Way and Baugh Way are appropriate for the anticipated land uses.
 - Proposed Condition 7: The public roadway standards for the subdivision shall match the roadway classifications as shown in the project narrative. Baugh Way at the intersection of S. Baugh Way and Pointe Court Way may be reduced to a Local Commercial Street width. There was a discrepancy between the narrative language using “commercial roadway,” and the detail that was provided in one of the exhibits. This condition is to make sure we’re all on the same page.
 - Proposed Condition 8: Proposed Pointe Court needs to be renamed to meet street naming standards to “Beck Road,” looping back to W. Pointe Parkway at the westerly end of the subdivision.

Kimball – Was the detail that was provided larger?

Palus – I have had the opportunity to talk with the applicant about what transpired there. My understanding is Baugh Way itself was identified in the narrative as being a minor collector road. They show it correctly on the plans. It meets the minor collector standard at the north end then it reduces down in width. We don’t have a problem with it reducing down as it intersects Pointe Court Way on the south end at the commercial standard. Originally, Pointe Court was shown as a cul-de-sac. We requested that it get converted from a cul-de-sac to a public roadway to bend back up to Pointe Parkway to improve our ability to provide maintenance of the roadway as well as circulation.

- All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

- Previous mass grading activity did occur on the property as part of the initial Pointe at Post Falls development.
 - Additional geotechnical analysis may be requested if necessary and as determined by the engineering department.
- The area proposed for subdivision is zoned for the proposed uses and the uses conform to other requirements found in this code.
 - The proposed lots comply with the bulk and placement standards for the CCS and Industrial zoning designations.
 - Several of the proposed lots will result in mixed zoning and future zone changes may be necessary to accommodate future uses of these parcels.
- The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide service by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off-site mitigation will be dealt with through the obligation to pay development impact fees.
 - Impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, City water and water reclamations facilities.

All agencies have been notified. Post Falls Police Department remained neutral. Idaho Department of Environmental Quality had concerns that would be applicable at the time of construction. Idaho Department of Transportation responded with concerns of signal timing for the light located at the intersections of West Pointe Parkway and North Baugh Way and West Point Parkway and North Beck Road.

- The engineering department and streets department will coordinate with ITD for signal timing for these intersections.

Applicant – Jordan Tillet, HMM Engineering – I am just here representing Wadsworth Investment Group to answer any concerns that might come up. I would like to add that the proposed subdivision does not change the previously approved zoning or building intent for the lots outlined.

Testimony:

In Favor – None

Neutral – None

Opposition – None

Review Criteria Discussion:

- 1. Definite provision has been made for a water supply system that is adequate in terms of quantity and quality for the type of subdivision proposed.**

Steffensen, Carey, Kimball and Davis agree that the plans as outlined in the staff report certify that there is an adequate water supply and there were no issues.

- 2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.**

Steffensen, Carey, Kimball and Davis agree that there are no concerns based on the staff report.

3. **Proposed streets are consistent with the transportation element of the comprehensive plan.**

Steffensen, Carey, Kimball and Davis agree that it appears they are meeting the commercial standards.

4. **All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.**

Steffensen, Carey, Kimball and Davis agree that it appears any potential issues have been identified. Grading which occurred in the past may require testing in the future.

5. **The area proposed for subdivision is zoned for the proposed uses and the uses conform to other requirements found in this code.**

Steffensen, Carey, Kimball and Davis agree that it appears the plan conforms to the requirements and that it is a beneficial use for this area.

6. **The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off-site mitigation will be dealt with through the obligation to pay development impact fees.**

Steffensen, Carey, Kimball and Davis agree that there does not appear to be anything extraordinary within the plans which would not be covered by impact fees.

Conditions:

Steffensen, Carey, Kimball and Davis agree with Conditions 7 and 8 as presented.

Kimball moved to approve Subdivision File SUBD-0018-2021 finding that it meets the requirements set forth in the PFMC adopting Conditions 1-6 as found in the staff report with additional conditions 7 and 8 as presented in the staff presentation.

Seconded By: Steffensen

Vote Steffensen – Yes; Carey – Yes; Kimball – Yes; Davis – Yes.

Moved

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

None

7. ADJOURNMENT 6:40 PM

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Chair: Ryan Davis Vice Chair: Ray Kimball
Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, James Steffensen, Kevin Ward

Date: _____

Chair: _____

Attest: _____

**CITY OF POST FALLS
AGENDA REPORT**

DATE: January 6, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: ETHAN PORTER, ASSOCIATE PLANNER, 208-457-3353, eporter@postfallsidaho.org

SUBJECT: **DRAFT STAFF REPORT FOR JANUARY 26, 2022 P&Z COMMISSION MEETING – ELM PLACE SUBDIVISION PUBLIC HEARING**

PROJECT NAME / FILE NUMBER: Elm Place Subdivision/ SUBD-0019-2021

APPLICANT: Dobler Engineering, PO Box 3181 Hayden, ID 83835

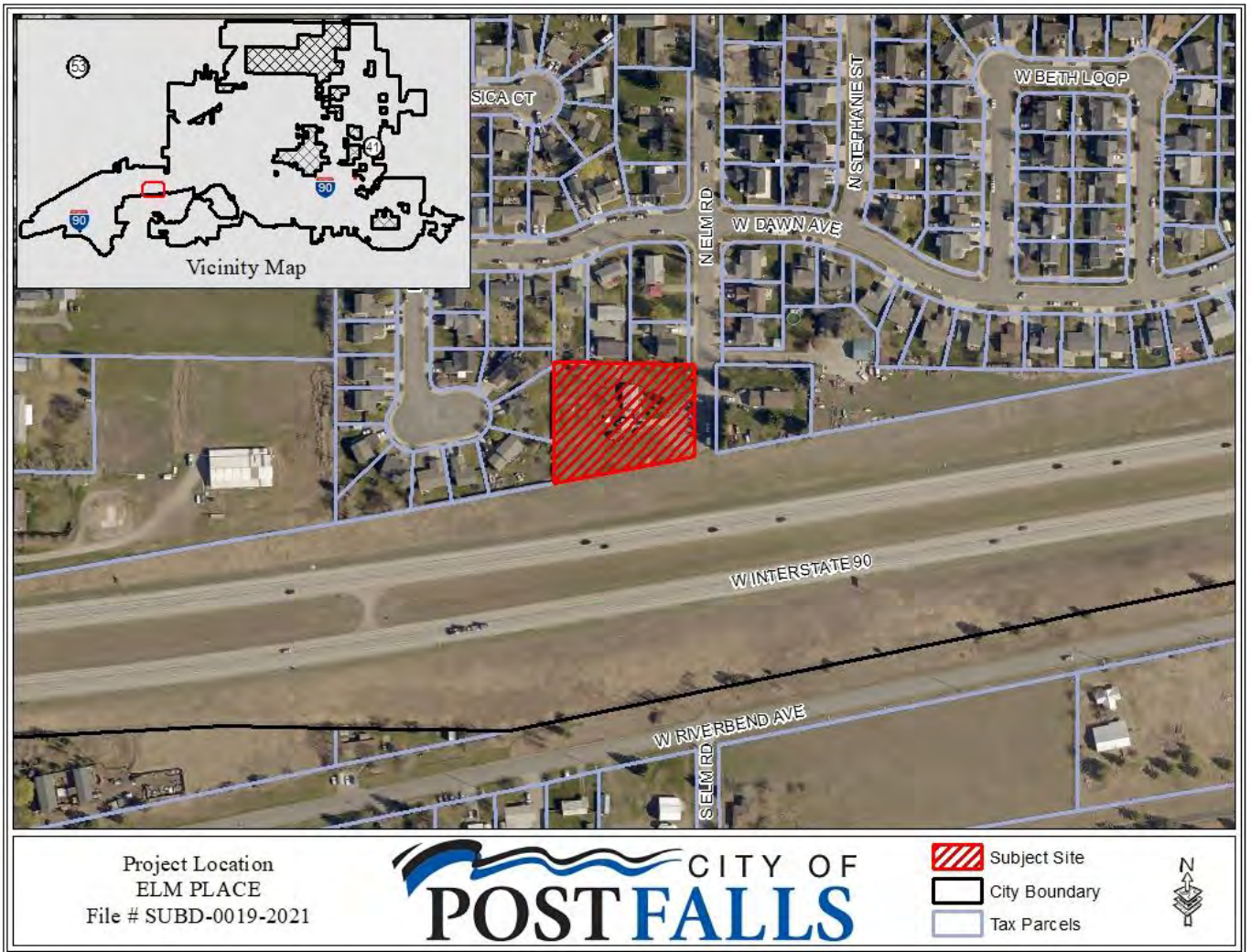
OWNER: Robert Wilhelm, 923 W Grange Ave., Post Falls, ID 83854

PROJECT DESCRIPTION: The applicant has requested to subdivide approximately 1.11 acres into 12 lots conforming to the R-2 twin home design standards and requirements in Post Falls Municipal Code (PFMC).

REQUESTED ACTION: The Planning & Zoning Commission is being asked to review and approve the proposed subdivision determining that it meets the requirements of the PFMC.

PROJECT LOCATION: The property is located north of Interstate 90 on the west side of Elm Street South of Seltice Way (See image below).

Vicinity Map:



PARCEL INFORMATION:

Property Size: 1.11 acres

Current Land Use: Single-Family Home

Current Zoning: Medium Density Residential (R-2)

Proposed Land Use: The proposed subdivision will include residential uses through Twin home design.

Surrounding Land Use: The land uses to the south include Interstate 90 right-of-way. Directly west and north of the site includes single-family homes. East of the proposed subdivision is a duplex.

Surrounding Zoning Districts: All properties surrounding the site is zoned as Residential Single-Family (R-1), except the south Interstate 90 right-of-way.

Water Provider: East Greenacres Irrigation District

Sewer: City of Post Falls

SITE IMAGES BELOW:

Looking west at subject site from Elm Road:



SUBDIVISION REVIEW CRITERIA (Post Falls Municipal Code Title 17.12.060, Subsection H):

1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.

Staff's Response: Water service to the project would be provided by East Greenacres Irrigation District (Exhibit A-7).

2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.

Staff's Response: The City of Post Falls has adequate capacity to provide service to the subdivision as proposed. The layout of the sanitary sewer system as proposed is adequate, subject to minor revisions needed to conform with design standards. Existing sanitary sewer is located at the north property line of the site in Elm Rd. The City of Post Falls has current capacity and is willing to provide service as proposed.

3. Proposed streets are consistent with the transportation element of the comprehensive plan.

Staff's Response: The subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system. Rights-of-way and easements shall be dedicated to the City of Post falls and streets constructed as shown in the preliminary plans.

- Private Roadway – The proposed private roadways shown a 28-foot width (curb face to curb face) with a sidewalk provided on one side. The proposed road cross section exceeds minimum design standards for private roadways. Parking shall be restricted to one side only. Additional parking is shown in a common tract between lots 10 and 11
- Multi Modal – The proposed sidewalks within the subdivision connect to existing facilities on Elm Street and allow separated pedestrian access within the surrounding transportation network.

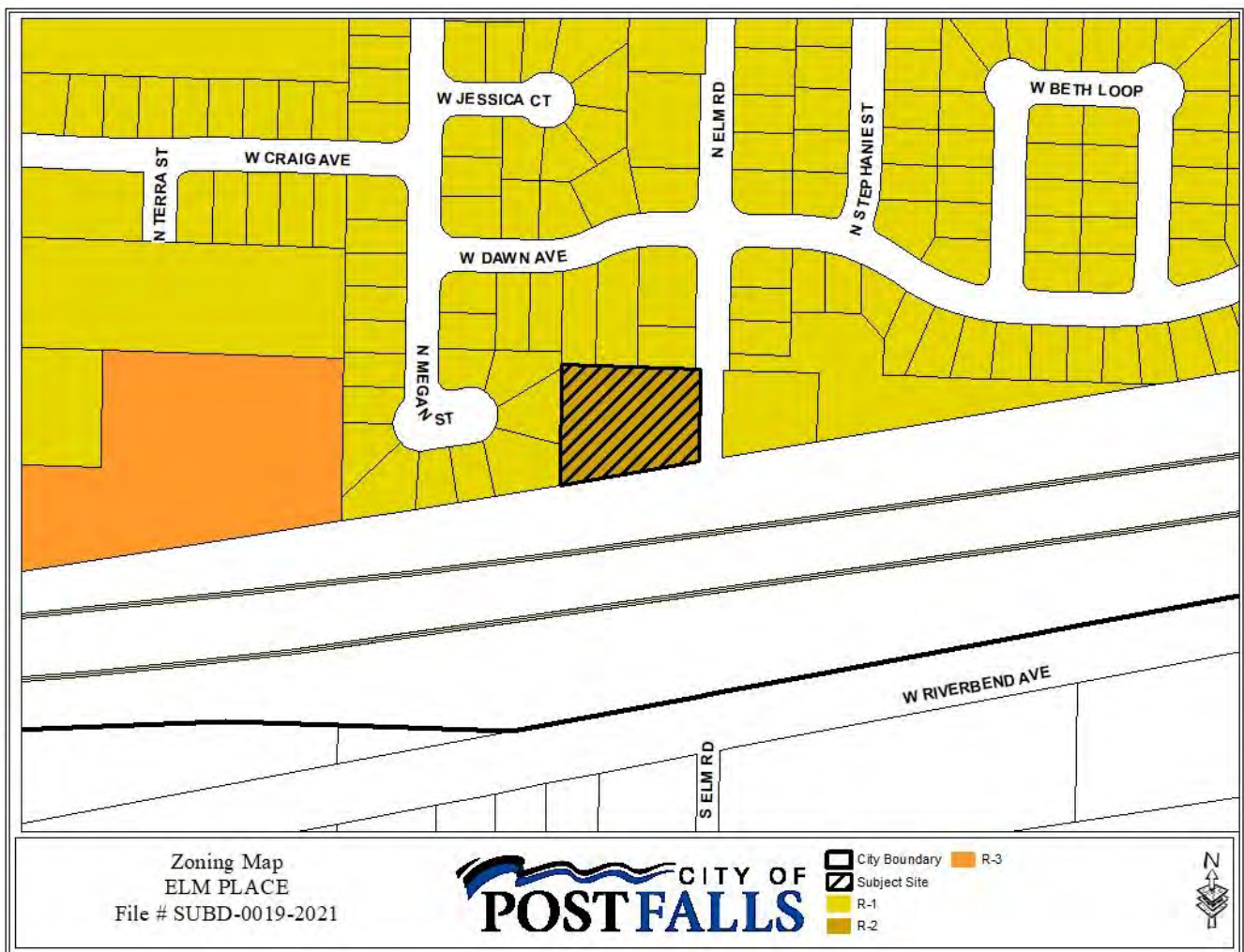
- All new street names shall be confirmed with Kootenai County prior to construction plan approval.

4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

Staff's Response: There are no soil or topographical conditions which have been identified as presenting hazards.

5. The area proposed for subdivision is zoned for the proposed uses and the uses conforms to other requirements found in this code.

Staff's Response: This subdivision request is in an appropriately zoned area (refer to the following map). This proposed subdivision is in an area surrounded by R-1 zoning.



6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.

Staff's Response: Impact fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets.

OTHER AGENCY COMMENTS:

PF Park & Rec	East Greenacres Irr. District	TransCanada GTN
Kootenai County Fire	Kootenai Electric	Time Warner Cable
PF Highway District	Ross Point Water	PF Police Department
PF School District	Verizon	Utilities (W/WW)
Avista Corp. (WWP-3)	Idaho Department of Lands	Urban Renewal Agency
Department of Environmental Quality	Panhandle Health District	Kootenai County Planning
Conoco, Inc. (Pipeline Co.)	NW Pipeline Corp.	KMPO
Yellowstone Pipeline Co.	Post Falls Post Office	TDS

- **Post Falls Police Department (Exhibit PA-1) – Remains Neutral**
- **Kootenai County Fire & Rescue Service (Exhibit PA-2) – Remains Neutral**
- **Post Falls Highway District (Exhibit PA-3) – Remains Neutral**

PUBLIC PROCESS: This project is processed as a Subdivision. A public hearing is held before the Planning & Zoning Commission; of which, will review the record, hear the staff report, and render a decision.

If the project is approved, a Master Development Agreement is prepared by staff, approved by City Council, and signed by the parties to the agreement.

Notice of the proposed subdivision was sent to appropriate jurisdictions and mailed to property owners within 300 feet of the proposed project on January 5, 2022. Notice has been published in the Post Falls Press on January 7, 2022. The property is scheduled to be posted by the January 14, 2022.

MOTION OPTIONS: The Planning and Zoning Commission shall approve as presented, make an approval with conditions or modifications, or disapprove the proposed Subdivision. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

FINDINGS & CONCLUSIONS: The Planning & Zoning Commission should adopt Findings and Conclusions when forming a reasoned decision. Staff proposes the following conditions upon a potential recommendation of approval of the proposed Elm Place Subdivision. The Commission may adopt additional conditions from review of the application or from discussion at the Commission meeting.

SUBDIVISION CONDITIONS: Should the Planning & Zoning Commission move to recommend approval; staff proposes the following conditions:

1. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. The proposed subdivision must be completed in a single phase.
3. A Master Development Agreement shall be prepared by staff, reviewed, and signed by the parties prior to commencement of any construction. A Construction Improvement Agreement shall be completed for each phase of construction.
4. Submitted Preliminary Construction Plans were reviewed from a conceptual basis only. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering

Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.

5. Except where an exception is granted, all streetlights and roadways shall be designed and constructed in accordance with City standards.
 - No exceptions to City Standards were requested
 - A 5’ sidewalk shall be provided along the north side of the identified “private road”.
 - The private roadway shall be restricted to parking on one side only.
6. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
7. A homeowner’s association shall be formed to provide for the maintenance and operation of the private roadway and open space / parking Tract

ATTACHMENTS:

Applicant’s Exhibits:

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Preliminary Subdivision Plan
Exhibit A-4	Auth Letter
Exhibit A-5	Guarantee
Exhibit A-7	Will Serve

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map

Testimony:

Exhibit PA-1	PFPD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	PFHD Comments



SUBDIVISION APPLICATION

Public Services Department – Planning Division

408 N. Spokane St. Post Falls, ID 83854
208.773.8708 Fax: 208.773.2505

STAFF USE ONLY

Date Submitted: _____ Received by: _____ Fee paid: _____ Permit # _____ Project# _____

PART 1 – REQUIRED MATERIAL

****THE APPLICATION WILL NOT BE ACCEPTED IF THE REQUIRED MATERIALS ARE NOT PROVIDED****

A subdivision is any division of a lot, tract or parcel into two or more lots and accompanied by proposed new streets or extension of existing streets, municipal sewer and water services.

(For additional information on this process and requirements please see PFMC 17.04)

Completed Subdivision Pre-application: Name of Subdivision at Pre-application stage, Date, and Tyler ID number

Completed application form

Application fee *(Per most recently adopted fee resolution)*

A written narrative: Describing the proposal

Subdivision Plans: (specific elements are identified in PFMC 17.12.040)

To include all lots being dimensioned and with square footage for each lot depicted, for the application to be considered complete.

Water District Will-Serve Letter: (MC Section 17.17.060(H)(1) – a subdivision cannot be approved unless a definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.)

Owner authorization: If there is to be an applicant or consultant acting on the owner’s behalf.

A report(s) by an Idaho licensed Title Company: *By a Title Company licensed in the state of Idaho, as to ownership of record and any interest of record in the subject property. Provide a report of property owners within 300 feet of the external boundaries of the proposed development. The applicant will incur a public hearing mailing fee in the amount of \$6.00 per hearing notice per property within the 300 feet radius. Applications are required to one (1) publication notice in the local newspaper and are \$300 per public hearing, of which can be paid at the time of application. *****NOTE***** if the notices are not paid at the time of application, the planning department will mail an invoice to the applicant for the public hearing mailing and publication fees; these fees must be paid before the application is place on the agenda*

NOTE: Subdivision applications that are not deemed complete will not be processed.

Plans Checked By: _____

Date: _____

PART 2 – APPLICATION INFORMATION

PROPERTY OWNER:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	EMAIL:
APPLICANT OR CONSULTANT:		STATUS: ENGINEER OTHER
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	EMAIL:

SUBDIVISION INFORMATION:

PROPOSED SUBDIVISION NAME:		
PROPERTY GENERAL LOCATION OR ADDRESS:		
PROPERTY LEGAL DESCRIPTION (ATTACH OR DESCRIBE):		
TAX PARCEL #:	EXISTING ZONING:	ADJACENT ZONING:
AVERAGE LOT SIZE:	CURRENT LAND USE:	ADJACENT LAND USE:
SIZE OF SITE:	NUMBER OF LOTS:	DENSITY:
DESCRIPTION OF PROJECT/REASON FOR REQUEST:		

SITE INFORMATION:

ASSESSOR'S PARCEL NUMBER(S):		
COMPREHENSIVE PLAN DESIGNATION:		
LOCATION OF PROPOSED ACCESS TO THE SITE:		
SIZE AND POINT OF UTILITIES CONNECTION:	WATER SIZE:	LOCATION:

	SEWER SIZE:	LOCATION:
NAME AND LOCATION OF NEAREST SCHOOL(S):		
LOCATION OF AND DISTANCE TO NEAREST FIRE STATION OR SUB-STATION:		
STREET(S) SERVING THE PROJECT (PROVIDE R-O-W AND PAVEMENT WIDTH):		
PHYSICAL DESCRIPTION OF SITE (TOPOGRAPHY, COVER, FEATURES):		
ANY PHYSICAL LIMITATIONS? (ROCK OUTCROPS, SLOPE, ETC.):		
	NO	YES (PLEASE ATTACH DESCRIPTION)

PART 3 – CERTIFICATION

****Applications will be scheduled to go before the Planning and Zoning Commission and/or City Council once the material submitted has been reviewed by staff and has been determined to be considered a complete application.**

CERTIFICATION:

I understand that the applicant or representative shall attend the public hearing before the Planning and Zoning Commission and City Council, and that the decision made by the City Council of Post Falls on a Subdivision is final; unless appealed by myself, by adjoining property owners, or by other affected persons. I also understand that the Subdivision Plat must be approved by the City Council before it can be recorded. All the information, statements, attachments and exhibits transmitted herewith are true to the best of my knowledge. I hereby certify that I am the owner or contract buyer.

DATED THIS _____ DAY OF _____ 20_____

Gordon Dobler

PART 4 – COMPLETED BY CITY STAFF:

COMPLETED PRE-APP:	YES:	NO:
	PRE-APP NAME:	PRE-APP FILE#:
IF NO PRE-APPLICATION, REASON?		



DOBLER ENGINEERING

ELM PLACE
Parcel # P-3900-05-046-AA
SUBDIVISION NARRATIVE

Introduction

On behalf of the property owner, Dobler Engineering is requesting approval of a major subdivision located on 455 Elm Road. The property is 1.11 acres and currently contains one single family residence. We are proposing a 12-lot subdivision conforming to the R2 (TWH) site performance criteria with lots varying in size from about 2465 sf to over 4929 sf, with the median lot size about 2792 sf.

The project will be completed in one phase.

Evaluation

Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.

The proposed subdivision will be served by East Greenacres Irrigation District. There is an exiting 8” main in Elm Rd. and we will extend an 8” main onto the property and provide fire hydrants as required. A will serve letter is provided.

Adequate provisions have been made for a public sewage system and that the existing Municipal system can accommodate the proposed sewer flows.

Sewer service will be provided by the City. The sewer system will be extended from Elm Rd into the subdivision. Initial conversations with the staff indicate that they have capacity and are willing to serve the property.

Proposed streets are consistent with the transportation element of the Comprehensive Plan.

We are proposing an internal private street of 28’ wide, with parking and sidewalk on one side. In addition, there would be shared driveways and additional off-street parking, to maximize the available on-street and off-street parking for residents and guests. The street, parking area, and stormwater facilities would be maintained by an HOA.



DOBLER ENGINEERING

All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

There are no known soil, topographical, or other hazards present on the site.

The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this Code.

The proposed land use and density conform to requirements of the R2-TWH zone

The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.

The full cost of the proposed improvements will be borne by the development.

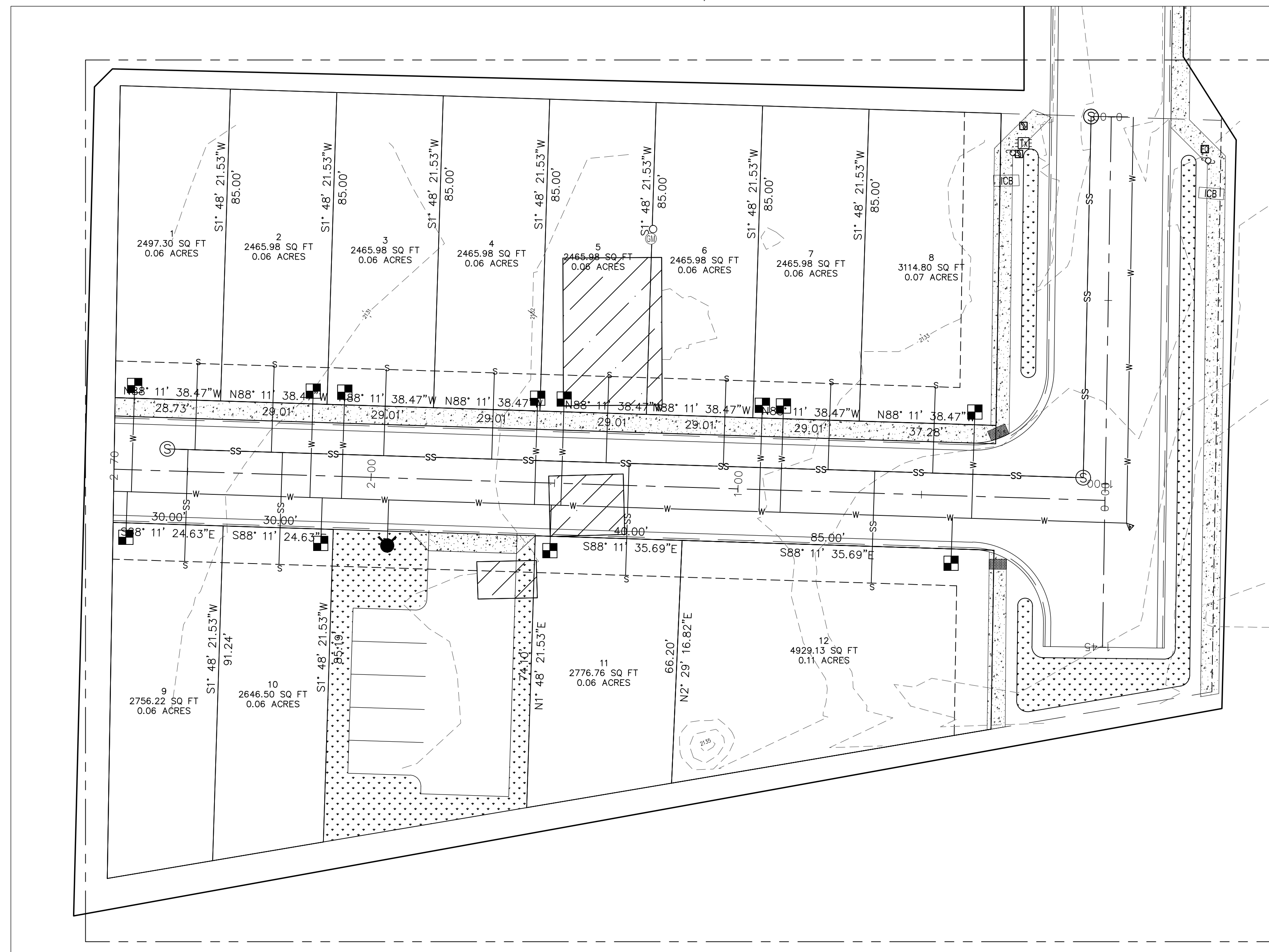
Summary

The proposed project meets the density requirements of the underlying zoning and can be adequately served by the available infrastructure. The proposed development is consistent with the Comprehensive Plan and the surrounding land uses. Approval of the requested modification will allow the creation of a neighborhood compatible with the surrounding developments.

PRELIMINARY PLATS FOR ELM STREET

POST FALLS, IDAHO

SCALE 1" = 20'



LEGEND	
	6" CSBC
	2" HMA ON 6" CSBC
	6" CEMENT CONCRETE ON 4" CSBC
	2 1/2" HMA ON 4" CSTC ON 8" CSBC WITHIN RIGHT-OF-WAY
	BREAK/RIDGE LINE
	VALLEY LINE
	FLOW LINE

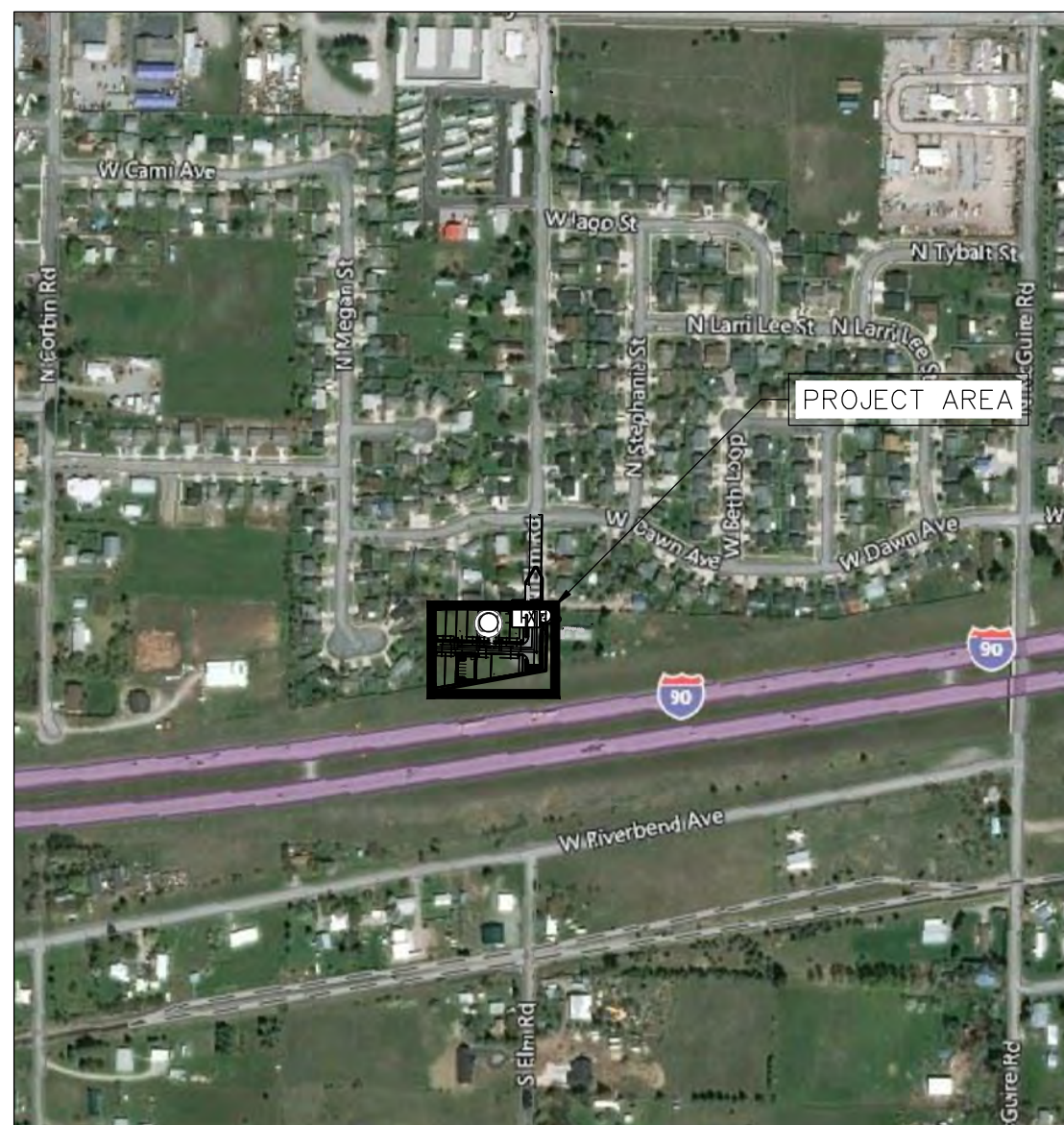
PROJECT OWNER
ROBERT WILHELM
923 W GRANGE AVE
POST FALLS, ID 83854

PROJECT ENGINEER
DOBLER ENGINEERING
P.O. BOX 31814
HAYDEN, ID 83835

SEWER SURVEYOR
CITY OF POST FALLS
408 N SPOKANE ST
POST FALLS, ID 83854

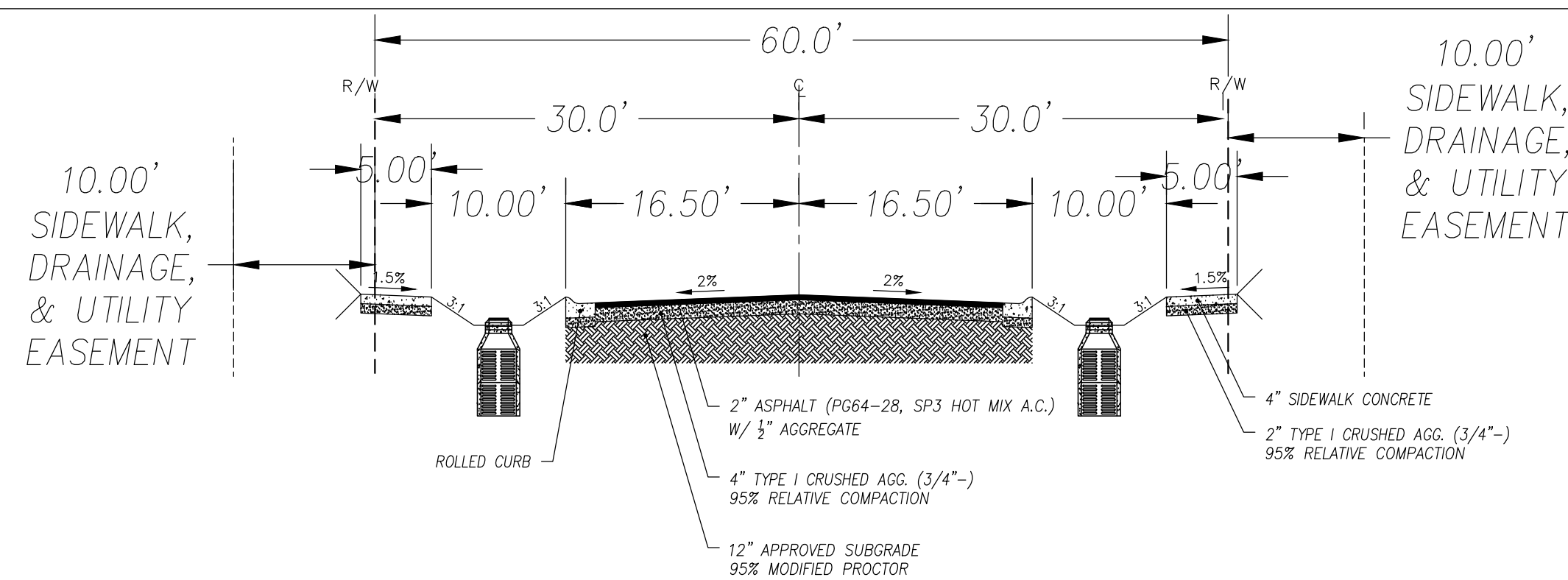
WATER SURVEYOR
EAST GREEN ACRES IRRIGATION DISTRICT
2722 N MCGUIRE RD
POST FALLS, ID 83835

SITE DATA
R-2(TWH) ZONING
1.111ac TOTAL SITE AREA
12 # OF RESIDENTIAL UNITS
10.80 DU/AC
2792.9sf AVERAGE LOT SIZE
2465.9sf MINIMUM LOT SIZE
4929.1sf MAXIMUM LOT SIZE

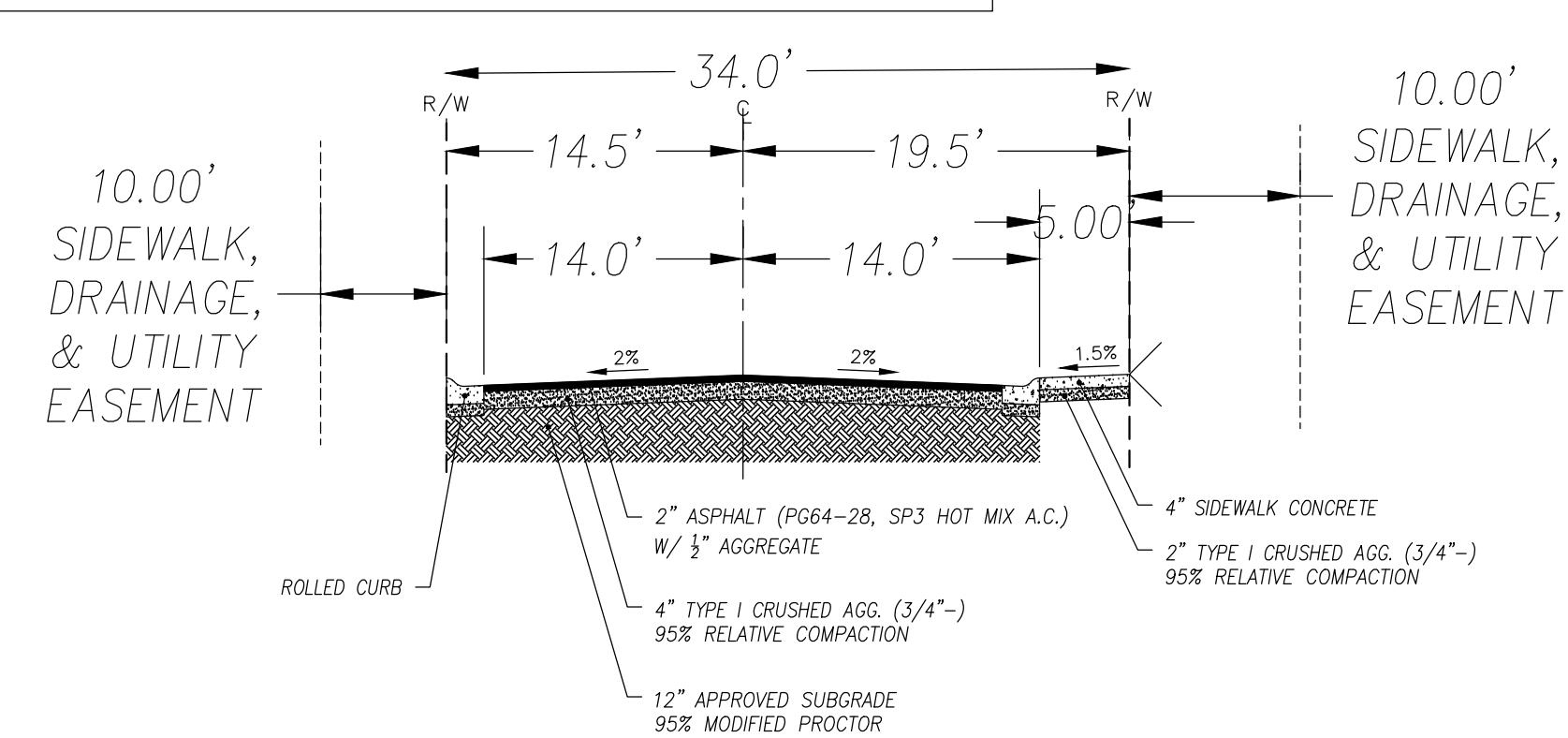


VICINITY MAP
SCALE: 1" = 500'

VERTICAL BENCHMARK
A 3" ALUMINUM CAP MARKED PLS 9114 HAVING AN ELEVATION OF 2160.73 VERTICAL DATUM NAVD-88

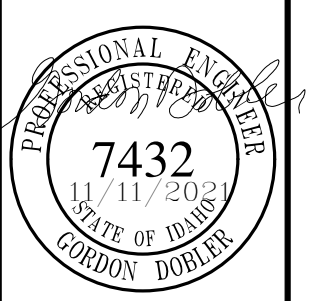
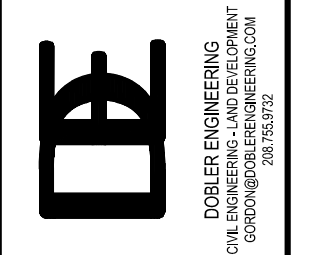


TYPICAL STREET SECTION ELM STREET
NOT TO SCALE



TYPICAL STREET SECTION PRIVATE DRIVE
NOT TO SCALE

NO.	DESCRIPTION	DATE



ELM STREET—PRELIMINARY PLATS
A PROJECT LOCATED IN THE CITY OF POST FALLS, IDAHO.

DESIGNED BY: GD
DRAFTED BY: MD
CHECKED BY: GD
DATE: 11/11/2021
JOB No.: 21-020

SHEET
C1



DOBLER ENGINEERING

November 15, 2021

Re: Letter of Authorization

To Whom It May Concern,

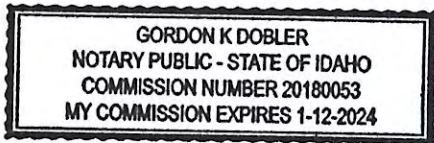
I hereby authorize Dobler Engineering to act on behalf of myself, Robert Wilhelm, in matters regarding the administration and processing of subdivision and related actions for the properties identified as Parcels P-3900-05-046-AA and P-3900-05-047-AA in Kootenai County, Idaho.

Robert Wilhelm
Robert Wilhelm

11/15/2021
Date

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

This record was acknowledged before me on *November 15*, 20*21*, by
Robert Wilhelm



Gordon Dobler
Notary Public for the State of Idaho
Residing at: *Kootenai County*
My Commission Expires: *1-12-2024*

GUARANTEE

Issued by

First American Title Company
1866 North Lakewood Drive, Coeur d'Alene, ID 83814
Title Officer: Cheryl Hovaldt
Phone: (208)667-0567
FAX: (208)765-2050

Exhibit A-5



First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-1014788-C

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records: (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

GUARANTEE CONDITIONS AND STIPULATIONS

1. **DEFINITION OF TERMS.**
The following terms when used in the Guarantee mean:
 - (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.**
An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice
3. **NO DUTY TO DEFEND OR PROSECUTE.**
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. **COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.**
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate

any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagor, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company,

the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee 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.

14. 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 Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.



First American Title

Guarantee

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1014788-C

Subdivision or Proposed Subdivision:

Order No.: 1014788-C

Reference No.:

Fee: \$200.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

Dobler Engineering

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH KOOTENAI COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding \$200.00.

THAT according to those public records which, under the recording laws of the State of Idaho, impart constructive notice of matters affecting the title to the lands described on the attached legal description:

TRACT 46, PLAT 9, EAST GREENACRES IRRIGATION DISTRICT, ACCORDING TO THE PLAT **RECORDED IN BOOK "B" OF PLATS, PAGE 86, RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO.**

EXCEPTING THEREFROM A PARCEL OF LAND IN TRACT 46, EAST GREENACRES PLAT NO. 9 **AS RECORDED IN BOOK "B" OF PLATS, PAGE 86, RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO** AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 46, WHICH BEARS NORTH 89°22'30" WEST, A DISTANCE OF 250.03 FEET FROM THE NORTHEAST CORNER OF TRACT 46;

THENCE, CONTINUING NORTH 89°22'30' WEST, A DISTANCE OF 391.62 FEET TO THE NORTHWEST CORNER OF TRACT 46;

THENCE SOUTH 00°14'09" EAST, ALONG THE WEST LINE OF TRACT 46 A DISTANCE OF 292.17 TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 90;

THENCE, NORTH 80°12'33' EAST, ALONG THE RIGHT OF WAY A DISTANCE OF 128.46 FEET;

THENCE NORTH 79°14'23" EAST, A DISTANCE OF 269.42 FEET;

THENCE NORTH 00°14'09" WEST, A DISTANCE OF 215.76 TEST TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE RIGHT OF WAY OF ELM ROAD AND INTERSTATE 90.

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Kootenai County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

(B) Parties holding liens or encumbrances on the title to said lands are:

1. 2021 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2021 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2021	\$2546.98	\$0.00	P390005046AA
2020	\$97.66	\$0.00	P390005046AA

Homeowners Exemption is not in effect for 2021.

Circuit breaker is not in effect for 2021.

Agricultural Exemption is not in effect for 2021.

2. Levies and assessments of East Greenacres Irrigation District, for which we find no delinquencies of record.
3. Deed of Trust dated June 19, 2019, to secure an original indebtedness of \$225,000.00, and any other amounts and/or obligations secured thereby
Recorded: June 19, 2019, as Instrument No. [2697986000](#)
Grantor: Robert Wilhelm, unmarried
Trustee: First American Title Company
Beneficiary: The WTW Revocable Trust dated December 20, 2017

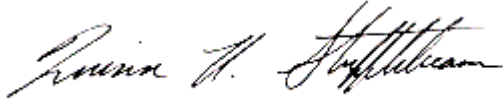
(C) Easements, claims of easements and restriction agreements of record are:

4. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded July 27, 1905, in [Book B of Plats, Page 86](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, condition or restriction violate 42 USC 3604(c).
5. Easement for Right of Way granted to State of Idaho, recorded June 25, 1975, as Instrument No. [674300](#).

Relinquishment of easement from the Idaho Transportation Department to the Post Falls Highway District recorded November 30, 1982 as Instrument No. [922278](#)

Date of Guarantee: October 27, 2021 at 7:30 A.M.

First American Title Company



By:
Authorized Countersignature



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do we Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact us dataprivacy@firstam.com or toll free at 1-866-718-0097.



First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California Residents over the last 12 months, please see "What Information Do We Collect About You" in www.firstam.com/privacy-policy. To learn about the sources from which we collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information", and "How Do We Share Your Information" in www.firstam.com/privacy-policy.

JIM BRANNON 8 P 2697986000
KOOTENAI COUNTY RECORDER
MMS 6/19/2019 9:45 AM
REQ OF FIRST AMERICAN TITLE -
KOOTENAI
RECORDING FEE: \$45.00 MD
Electronically Recorded

After recording, please mail to:

Robert S. Delaney, PLLC
Attorney at Law
3132 East Eighteenth Avenue
Spokane, Washington 99223

736725

DEED OF TRUST

THIS DEED OF TRUST is made on June 19, 2019 between **ROBERT WILHELM**, unmarried (the "Grantor"), whose address is 923 West Grange Avenue, Post Falls, Idaho 83854, **FIRST AMERICAN TITLE COMPANY** ("Trustee"), whose address is 1866 North Lakewood Drive, Coeur d' Alene, Idaho 83814, and **THE WTW REVOCABLE TRUST DATED DECEMBER 20, 2017** (the "Beneficiary"), whose address is P.O. Box 1238, Post Falls, Idaho 83877.

A. The Grantors hereby bargain, sell and convey to the Trustee in trust, with power of sale, the following described real property in Kootenai County, Idaho commonly known as 455 North Elm Road, Post Falls, Idaho 83854 (the "Property"):

Abbr. Lgl: PTN Tract 46, Plat 9, East Greenacres Irrigation District,
Kootenai County, Idaho.

For the full legal description see attached Exhibit "A"

Tax Parcel No: P390005046AA,

which Property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now for hereafter thereunto belonging to in any wise appertaining, and the rents, issues and profits thereof.

B. This Deed of Trust is for the purpose of securing performance of a Promissory Note (the "Note") of even date executed by the Grantor and each agreement therein contained, and payment of the sum **\$225,000.00** with

notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless the Trustee brings such action or proceeding.

14. **Successors and Assigns.** This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the Lender and owner of the note secured hereby, whether or not named as beneficiary herein.


15. **Remedies Cumulative.** The remedies described in this instrument, and the remedies described in the Note, are cumulative and distinct, and may be exercised concurrently or consecutively, as the Beneficiary and the Trustee determine. Nothing contained in this instrument shall bar the Beneficiary from disregarding this instrument and proceeding under the Note alone, if he so elects.

16. **Notice.** Until such time as either may notify the other in writing of a change of address, notice may be given to the Grantor or the Beneficiary when required under this instrument at the particular address set forth above for said party. All notices required by this instrument shall be in writing and shall state with particularity the information conveyed and the reasons why the notice is being given. Any notice may be given by deposit in the U.S. Mail at the addresses set forth above, by regular and certified mail, or by personal delivery.

17. **Severability.** The provisions of this instrument are several, and if a provision is determined to be invalid or unenforceable by a court of law or equity, the validity and enforceability of the rest of the instrument shall not be affected.

DATED: June 19, 2019.

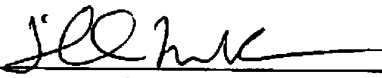
Grantor:

By: 
Robert Wilhelm

State of Idaho S
 S
County of Kootenai S

I certify that I know or have satisfactory evidence that Robert Wilhelm signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 18, 2019



Signature of Notary Public
Commission Expires: 2-7-21

JILLIAN M. KEHNE
Notary Public
State of Washington
My Commission Expires
February 07, 2021

Date: June 19, 2019

File No.: 736725-C (rh)

EXHIBIT 'A'

LEGAL DESCRIPTION:

TRACT 46, PLAT 9, EAST GREENACRES IRRIGATION DISTRICT, ACCORDING TO THE PLAT RECORDED IN BOOK "B" OF PLATS, PAGE 86, RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO.

EXCEPTING THEREFROM A PARCEL OF LAND IN TRACT 46, EAST GREENACRES PLAT NO. 9 AS RECORDED IN BOOK "B" OF PLATS, PAGE 86, RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 46, WHICH BEARS NORTH 89°22'30" WEST, A DISTANCE OF 250.03 FEET FROM THE NORTHEAST CORNER OF TRACT 46;

THENCE, CONTINUING NORTH 89°22'30' WEST, A DISTANCE OF 391.62 FEET TO THE NORTHWEST CORNER OF TRACT 46;

THENCE SOUTH 00°14'09" EAST, ALONG THE WEST LINE OF TRACT 46 A DISTANCE OF 292.17 TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 90;

THENCE, NORTH 80°12'33' EAST, ALONG THE RIGHT OF WAY A DISTANCE OF 128.46 FEET;

THENCE NORTH 79°14'23" EAST, A DISTANCE OF 269.42 FEET;

THENCE NORTH 00°14'09" WEST, A DISTANCE OF 215.76 TEST TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE RIGHT OF WAY OF ELM ROAD AND INTERSTATE 90.

674300

Project No. I-IG-90-1(91)0
Parcel No. 18-E-1

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That RICHARD J. HUBER and ANKIE HUBER, husband and wife, Grantors, for and in consideration of one and No/100 Dollars (\$1.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the STATE OF IDAHO, by and through the Idaho Transportation Board for the Division of Highways, Grantee, 3311 West State Street, Boise, Idaho 83703, and its successors and assigns, the right to go upon, occupy, and use a portion of Tract 46 lying North of the Coeur d'Alene and Spokane Railway Great Northern, Plat No. 9, East Greenacres according to the Official Plat thereof now on file and of record in Book B of Plats at Page 86 in the Office of the County Recorder of Kootenai County, Idaho, described as follows, to-wit:

A strip of land 120.0 feet wide adjacent and contiguous to and on the Northerly side of the Right of Way boundary of Interstate 90, Project No. I-IG-90-1(91)0, Highway Survey, as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and as described in that certain Warranty Deed to the State of Idaho executed on the 13th day of December 1972, and being as shown colored in red on the print marked Exhibit "A" attached hereto and herewith made a part hereof.

FOR THE PURPOSE OF CONSTRUCTING THEREON a turn around by the State of Idaho or its agents or contractors.

The aforesaid facility shall remain in place as constructed or installed for its intended purpose and shall not be removed or relocated by the Grantors, their heirs or assigns, without the prior approval of the Idaho Transportation Department, Division of Highways, or its assigns.

THE STATE OF IDAHO, its Agents or transferees, shall have the right to perform any maintenance they may deem necessary or wish to exercise in connection with the aforesaid facility (including but not restricted thereto, the right to make necessary repairs, alterations, removals or replacements thereof).

Together with the right and privilege of ingress and egress and from said property for said purposes.

It is expressly intended that these burdens and restrictions

shall run with the land and shall forever bind the Grantors, their heirs and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of April, 1975.

Richard J. Huber (SEAL)

Frankie Huber (SEAL)

STATE OF IDAHO }
County of Kootenai } ss.

On this 8th day of April, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard J. Huber and Frankie Huber, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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.

Carol R. Delts
Notary Public for Idaho
Residing at Coeur d'Alene



Filed and recorded at the request of State Dept. of Highways
at 4:15 o'clock P. M., this 5th day of April, 1975
By: Arleida Johnson Deputy
Fee \$ 3.00

Carol Delts
Ex-Officio Auditor-Recorder
Kootenai County, Idaho
Return to P.O. Box 7129 - Boise, Idaho

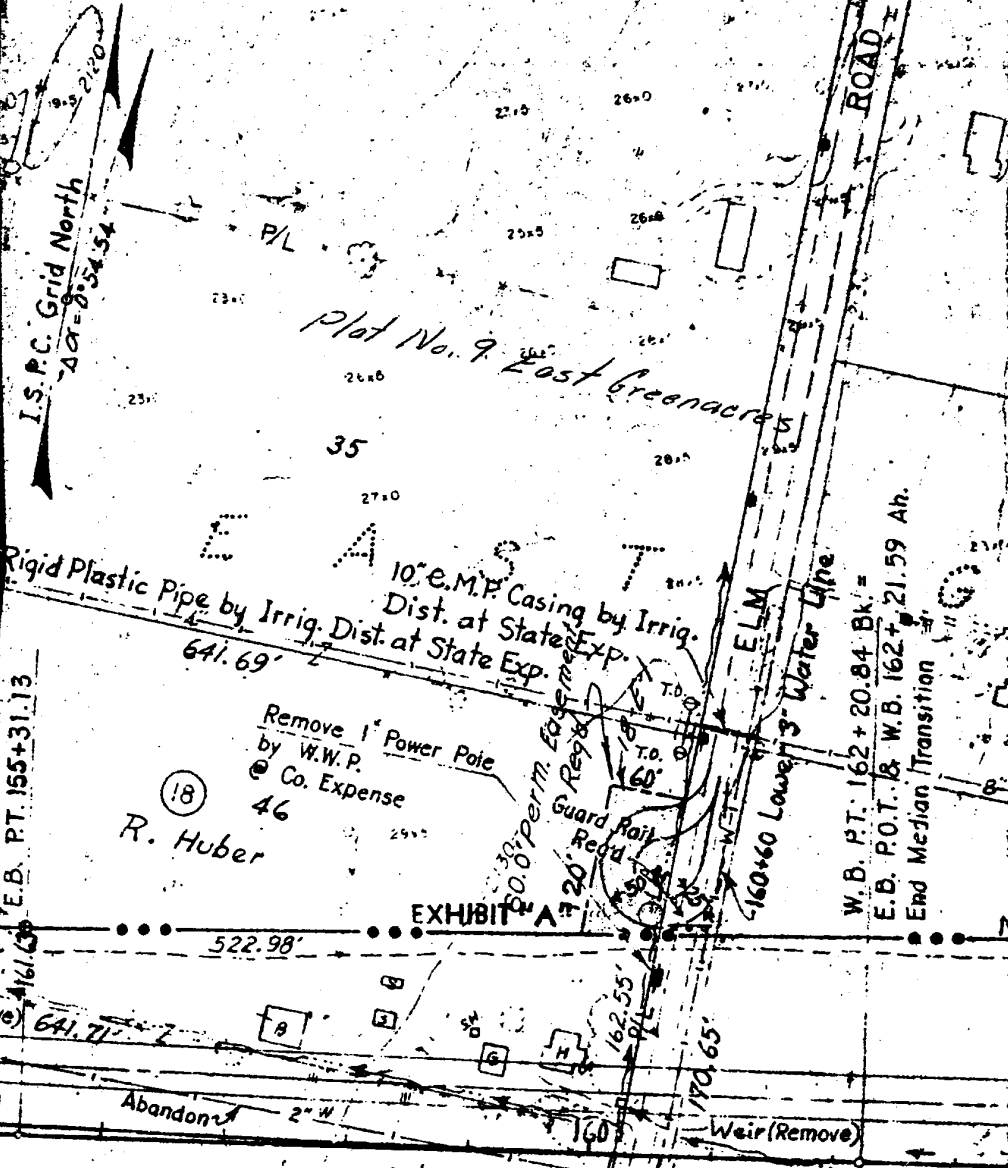
83107

07
57
56
I.S.P.C.
Pig
E.B. PT. 155+31.13
4/16/75

EXHIBIT "A"

T. 50 N.

T. 50 N., R. 5 W., B.M.



I.S.P.C. Grid North
40°-8'-34.54"

Plot No. 9 East Greenacre

Rigid Plastic Pipe by Irrig. Dist. at State Exp.
641.69'

Remove 1" Power Pole
by W.W.P.
Co. Expense
46

(18)
R. Huber

EXHIBIT A

E.B. P.T. 155+31.73

W.B. P.T. 162+20.84 Bk. =
E.B. P.O.T. & W.B. 162+21.59 Ah.
End Median Transition

160+60 Lower 3' Water Line

Abandon 2" W

Weir (Remove)

922228

EXHIBIT B-225

BOOK 122 PAGE 954

OFFICIAL MINUTES

WHEREAS, easements were acquired by the Idaho Transportation Department on sections of local roads within the Post Falls Highway District during the construction of Project No. I-90-1(51)0 all as shown on Exhibit "A" attached hereto; and

WHEREAS, said easements no longer are necessary for State Highway purposes and the Post Falls Highway District has requested said easements be relinquished to the Highway District; and

WHEREAS, said easements are described as Parcel No. 11-E-1, Parcel No. 17-E-1, and Parcel No. 18-E-1 as shown on Exhibits "B", "C", and "D" respectively;

THEREFORE BE IT RESOLVED, coincident with said relinquishment, all rights, title and interest of the Idaho Transportation Department in and to said Parcels be and hereby are relinquished effective this date to the Post Falls Highway District as their interest may appear.

RECOMMENDED

L.P. Shreeley
Section Head

IDAHO TRANSPORTATION BOARD

Carl C. Moore
Chairman

APPROVED

W.K. Soren
Administrator
Division of Highways

Royd L. Barron
Vice Chairman

APPROVED AS TO FORM:

Patricia Fanning

Roy Shaschen
Member

Nov 9, 1982
Date

Return to: State of Id, Transportation Dept., Box 7129, Boise, Id. 83707
Attn: Gwain Gould

STATE OF IDAHO)
) SS
COUNTY OF ADA)

On this 9th day of November 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL C. MOORE, LLOYD F. BARRON, and ROY I. STROSCHEIN, known to me to be the Chairman, Vice Chairman, and Member, respectively, of the Idaho Transportation Board of the State of Idaho, which Idaho Transportation Board executed the within instrument, and acknowledged to me that the said Idaho Transportation Board of the State of Idaho executed the same for the State of Idaho.

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

Mary Brooks
Notary Public for Idaho
Residing in Boise, Idaho



STATE OF IDAHO)
COUNTY OF KOOTENAI) SS
AT THE REQUEST OF
SAFECO TITLE COMPANY
At 45 minutes past 3 o'clock PM
NOV 30 1982
CAROL DENZ
By Shea Mitchell
Deputy
Fee \$ 12.00
Return to



EXHIBIT WA
 Sketch map of Post Falls
 vicinity, Groveland, Idaho,
 showing proposed
 to the State Highway
 November 1938

EXHIBIT "B"

EXHIBIT B-225

Plat No. 9
East Greenacres

BOOK 122 PAGE 955

42

Parcel No. 11-E-1
Esm't Dtd. 4/8/75
Rcd. 9/20/82
Bk. 319, Pg. 788
Inst. No. 9/6305
To be relinquished to
Post Falls Hwy. Dist.

30' Lt.
36' 20"
20' 22"
40' 37"
17' 72"
30' ft.

P.T. 130+87.31

55

134+13.44 ~ End Ramp = 62' Lt. 132+70 I-90

Perm. Esm't for
Turnaround

Spokane Road

Remove 1 Power Pole
by W.V.P. @ Co. Expense

589° 53' 30" E
15:1 Taper

Remove Pump & Well

133+30 24"x30"
(Casing)

130

58

Ruby Miner

10

Exist. Pump

Onstart

N 26° 12' 39" E

N 84° 52' 31" E

EXHIBIT "C"

EXHIBIT B-225

Plat No. 9
East Greenacres

Parcel No. 36
Esm't. Dtd. 3/3/75
Rcd. 6/5/75
Bk. 271, P. 660

Inst. No. 674301
To be relinquished to
Post Falls Hwy. Dist.

Carbin Road
Perm. Esm't for
Turnaround

E.B. PC 146+11.02

$N. 81^{\circ} 23' 10" E$

780.57

Guard Rail Req'd

W. B. Control

E. B. Control

52

Septic Tank

151+00 E.B.

20x5

No

45

V-175-3
2120.40

H

S

241.26

245.36

390.56

147.16

155.81

2120

20x5

211.9

3x0

23x0

25x5

23x0

20

23x5

23x0

20x5

No

4.0

23x0

25x0

C U - 32

EXHIBIT "D"

Plat No. 9
East Greenacres

Parcel No. 18-E-1
Esm't. Dtd. 4/8/75
Rcd. 6/5/75
BK. 271, Pg. 659
Inst. No. 674300
To be relinquished
to Post Falls Hwy. Dist.

Perm Esm't. for
Turnaround

Elm Road



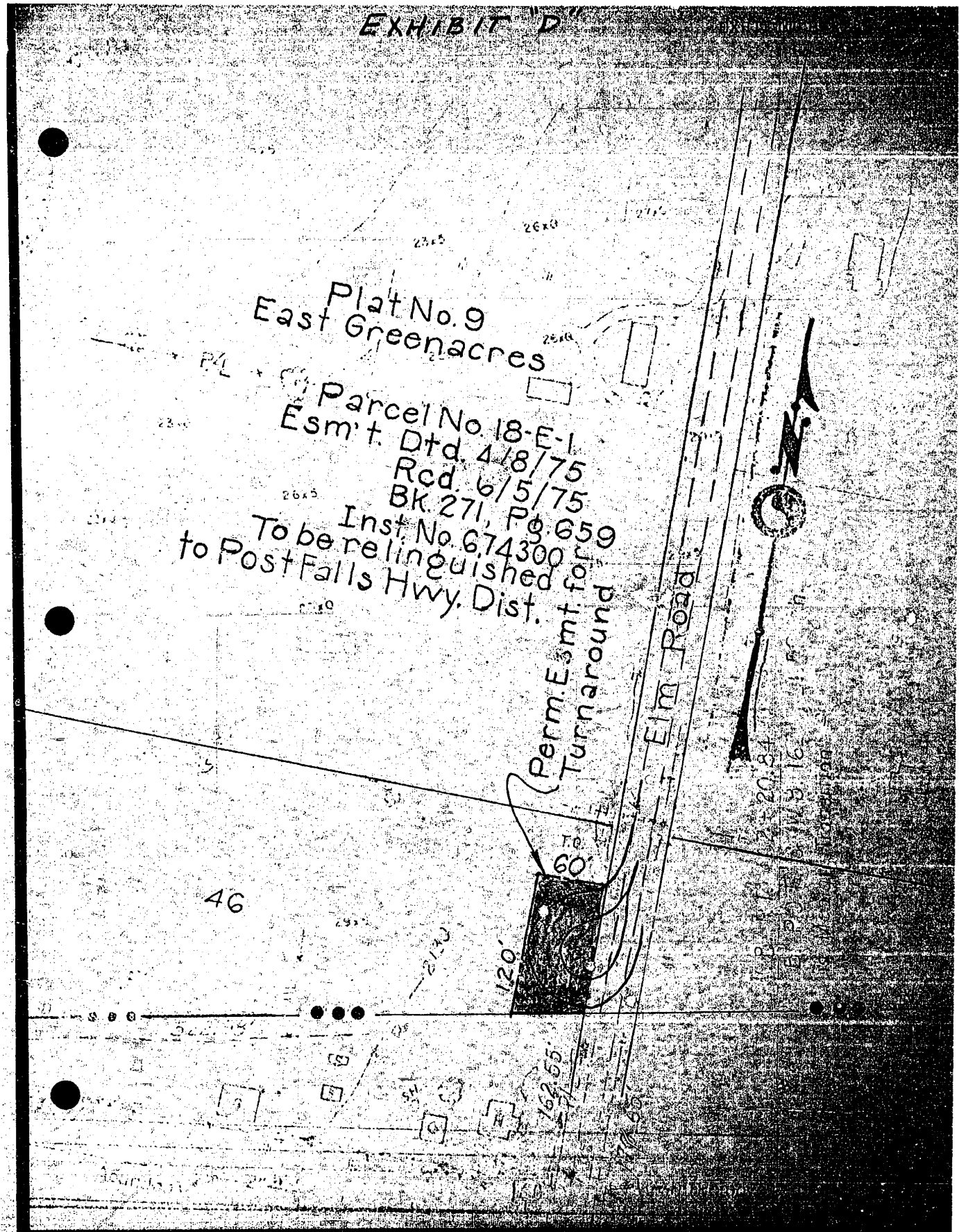
46

60'

120'

162.55'

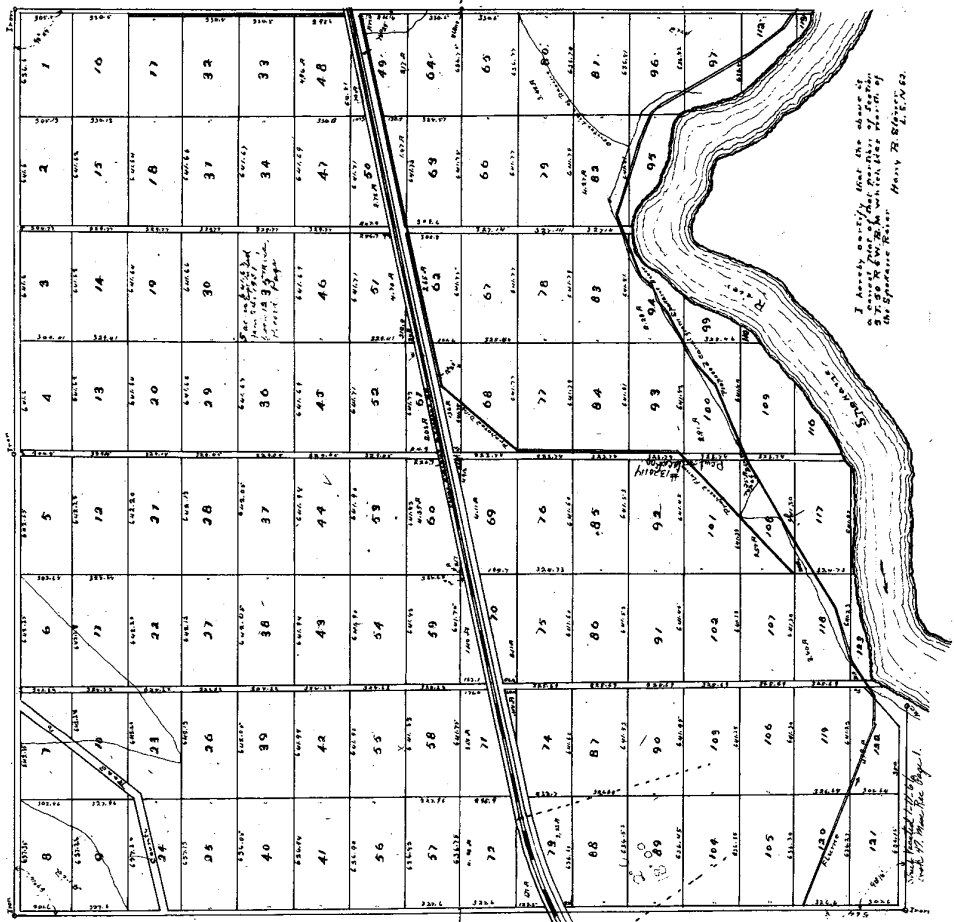
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19.16
10.00



B-86

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 100-25-100

Spokane Valley Land and Water Co
 PLAT No. 9
 EAST GREENACRES
 S. 34.5, T. 30.4N, R. 30.4W, 7th. N.
 May 7, 1902



I hereby certify that the above is a true and correct copy of the original plat as filed in the office of the Register of Deeds, Spokane, Idaho, on the 7th day of May, 1902.

DEDICATION

Know all men by these presents that the Spokane Valley Land and Water Company do hereby dedicate to the public use of the County of Shoshone, Idaho, the following described land, to-wit:

A certain tract of land, more particularly described as follows:

A certain tract of land, more particularly described as follows:

A certain tract of land, more particularly described as follows:



Spokane Valley Land & Water Co
 100-25-34
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First American Title Company
1866 North Lakewood Drive, P.O. Box 1747
Coeur d'Alene, ID 83816
Phone: (208)667-0567 / Fax: (208)765-2050

PR: AFFGRP

Ofc: 13 (3645)

Final Invoice

To: Dobler Engineering
1857 N. Lakewood Drive Ste 201
Coeur d' Alene, ID 83814

Invoice No.: 3645 - 131021901

Date: 11/12/2021

Our File No.: 1014788-C

Title Officer: Cheryl Hovaldt

Escrow Officer:

Customer ID: 736332

Attention: Gordon Dobler

Your Ref.:

Liability Amounts

RE: Property:
455 N. Elm Road , Post Falls, ID 83854

Buyers: Robert Wilhelm

Sellers:

Description of Charge	Invoice Amount
Miscellaneous Income Fee / Radius Report	\$100.00
Guarantee-Subdivision Guarantee	\$200.00

INVOICE TOTAL **\$300.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:

Attention: Accounts Receivable Department

*NOTE NEW REMITTANCE ADDRESS, LB# 1083, First American Title Company, PO Box 35146
Seattle, WA 98124-5146*

Tax Record

DATA AS OF: 11/11/2021 1:53:32 AM PST

PIN Number P390005046AA	Alternate ID 127482	Tax Roll Real Property
----------------------------	------------------------	---------------------------

Current Owner WILHELM ROBERT 923 W GRANGE AVE POST FALLS ID 83854	Owner Information Owner of Record WILHELM ROBERT	Lender
---	--	---------------

SITUS 455 N ELM RD LEGAL DESCRIPTION EAST GREENACRES IRR DISTRICT PLAT 9, TR 46 EX RW EX TX#17854	Location / Description TAG 011000
--	---

TaxYear: 2021 Bill Number: 225100 Tax Bill ID: 2892365

Installment					
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
Inst 1	12/20/2021	\$1,273.49	\$0.00	\$0.00	\$1,273.49
Inst 2	6/20/2022	\$1,273.49	\$0.00	\$0.00	\$1,273.49
Current Year					\$2,546.98

Delinquent Years					
Year	Bill Number	Tax	Penalty/Fee	Interest	Total Due
2020	242435	\$97.66	\$1.94	\$10.30	\$109.90
Total Delinquent					\$109.90

Year / Bill Number 2021 / 225100 ▾

Assessment Information							
Authority	Exempt	Taxable	Rate	Gross	Credits	Savings	Net Tax
1-KOOTENAI CO							
INDIGENT	0	251,340	0	0.00	0.00	0.00	0.00
DISTRICT COURT	0	251,340	0.000228862	57.52	0.00	0.00	57.52
NOXIOUS WEEDS	0	251,340	0.000013037	3.28	0.00	0.00	3.28
COUNTY FAIR	0	251,340	0.000004502	1.13	0.00	0.00	1.13
HISTORICAL SOCIETY	0	251,340	0.000000822	0.21	0.00	0.00	0.21
CURRENT EXPENSE	0	251,340	0.000243433	61.18	0.00	0.00	61.18
AIRPORT	0	251,340	0.000004915	1.24	0.00	0.00	1.24
REVALUATION	0	251,340	0.000113459	28.52	0.00	0.00	28.52
LIABILITY INSURANCE	0	251,340	0.000028875	7.26	0.00	0.00	7.26
JUSTICE FUND	0	251,340	0.001305439	328.11	0.00	0.00	328.11
PARKS & REC	0	251,340	0.00001535	3.86	0.00	0.00	3.86
HEALTH UNIT	0	251,340	0.000029414	7.39	0.00	0.00	7.39
210-CITY POST FALLS							
CITY OF POST FALLS	0	251,340	0.003413995	858.07	0.00	0.00	858.07
255-KC FIRE & RESCUE							
KOOTENAI CO FIRE & RESCUE	0	251,340	0.001618203	406.72	0.00	0.00	406.72
271-COMM LIBRARY NET J							
KOOTENAI CONSOLIDATED LIBRARY	0	251,340	0.000236	59.32	0.00	0.00	59.32
351-N ID COLLEGE							
NORTH IDAHO COLLEGE	0	251,340	0.000649505	163.25	0.00	0.00	163.25
354-KOOTENAI-EMS							
KOOTENAI CO EMS 47173	0	251,340	0.000115613	29.06	0.00	0.00	29.06
457-SOLID WASTE-S/A							

SOLID WASTE FEES	0	1	88	88.00	0.00	0.00	88.00
232-SCHOOL DIST #273-BOND							
SCHOOL DIST #273-POST FALLS	0	251,340	0.000521095	130.97	0.00	0.00	130.97
232-SCHOOL DIST#273-OTHER							
SCHOOL DIST #273-POST FALLS	0	251,340	0.000014919	3.75	0.00	0.00	3.75
232-SCHOOL DIST #273-SUPP							
SCHOOL DIST #273-POST FALLS SUPP	0	251,340	0.00085461	214.80	0.00	0.00	214.80
225-PF HIGHWAY #1-POST FALLS							
HD#1-POST FALLS-M&O	0	251,340	0.000042684	10.73	0.00	0.00	10.73
HD#1-DIST-SPECIAL BRIDGE	0	251,340	0.000257824	64.80	0.00	0.00	64.80
HD#1-DIST-TORT	0	251,340	0.000005347	1.34	0.00	0.00	1.34
HD#1-DIST-M&O	0	251,340	0.000042684	10.73	0.00	0.00	10.73
490-S/A-Aquifer Prot District							
Aquifer Protection District	0	6	1	5.74	0.00	0.00	5.74
Total Net Tax							2,546.98

Payment Information

Last Paid	Tax Year	Amount Paid	Receipt Number
7/2/2021	2020	\$1,297.52	U20.39414
By Whom ROBERT WILHELM			
11/24/2020	2020	\$1,297.53	U20.1711
By Whom ROBERT WILHELM			
11/5/2020	2019	\$1,384.88	U20.76
By Whom ROBERT WILHELM			
5/16/2020	2019	\$1,225.55	U19.27592
By Whom ROBERT L WILHELM			
5/16/2020	2019	\$73.80	U19.27604
By Whom ROBERT L WILHELM			
12/20/2018	2018	\$2,516.82	U18.11318
By Whom WAYNE D ATWELL			
12/14/2017	2017	\$2,355.11	U17.11158
By Whom ATWELL, WAYNE D ETUX TRUSTEES			
12/20/2016	2016	\$2,187.30	B16.15058
By Whom ATWELL WAYNE D ETUX TRUSTEES			

Kootenai County, Idaho

generated on 11/11/2021 6:41:57 PM CST

Parcel

Parcel Number P390005046AA	AIN 127482	Situs Address 455 N ELM RD, POST FALLS	Data as of 11/6/2021
--------------------------------------	----------------------	--	--------------------------------

Owner Information

Owner Name	WILHELM ROBERT
Owner Address	923 W GRANGE AVE POST FALLS ID 83854
Transfer Date	01/01/2019
Document #	
Deed Book/Page	

Location / Description

Tax Authority Group	011000	Current Legal Desc.	EAST GREENACRES IRR DISTRICT PLAT 9, TR 46 EX RW EX TX#17854 Section 05 Township 50N Range 05W
Situs Address	455 N ELM RD, POST FALLS		
Acreage	1.1110		

Parcel Type

Property Class Code	548- NREV
Neighborhood Code	2060 NW OF RIVER S OF STATELINE

Assessment Information

Appraisal Date	07-13-2021	Current Year	2021	Prior Year	2020
Market Value Land	\$161,110	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$90,230	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$251,340	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	1.1110	Total Market Value	\$251,340	Total Market Value	\$227,020
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber Exemption	\$0	Ag/Timber Exemption	\$0
		Other Exemptions	\$0	Other Exemptions	\$0
		Net Taxable Value	\$251,340	Net Taxable Value	\$227,020

JIM BRANNON 3 P 2697985000
KOOTENAI COUNTY RECORDER
MMS 6/19/2019 9:45 AM
REQ OF FIRST AMERICAN TITLE -
KOOTENAI
RECORDING FEE: \$15.00 DD
Electronically Recorded

After recording, please mail to:

Robert Wilhelm and
923 W Grange Ave
Post Falls, ID 83877

736 725

STATUTORY WARRANTY DEED

Wayne D. Atwell and Peggy R. Atwell, Trustees of the Wayne D. Atwell and Peggy R. Atwell Revocable Trust (the "Grantors"), for \$10.00 and other good and valuable consideration in hand paid, convey and warrant to **Robert Wilhelm**, an unmarried man (the "Grantees"), the following described real estate situated in the County of Kootenai, State of Idaho (the "Property"):

See Attached Exhibit A

TPN: 45281.0205

Subject to:

1. Easements, covenants, reservations, restrictions and conditions of record as of this date as disclosed by that certain Preliminary Commitment for Title Insurance issued by First American under Title Order No. 2844572; and
2. Real property taxes for the current year.

DATED: June 17, 2019

Grantors: Wayne D. Atwell and Peggy R. Atwell
Revocable Trust:

JUN 17 2019

By: Wayne D. Atwell
Wayne D. Atwell, Trustee

By: Peggy R. Atwell
Peggy R. Atwell, Trustee

See attached
Acknowledgment
or Jurat

**CALIFORNIA ALL-PURPOSE CERTIFICATE
OF ACKNOWLEDGMENT**

The Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

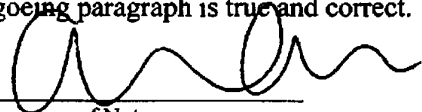
State of California
County of ALAMEDA

On 4/17/19 before me, AMMARA OM, NOTARY PUBLIC

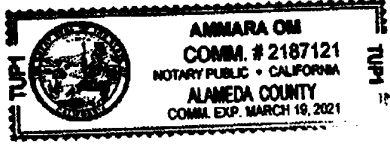
personally appeared WAYNE D. ATWELL AND

MARGARET R. ATWELL who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the state of California that the foregoing paragraph is true and correct.



Signature of Notary



Optional Information

Date of Document: 4/17/19

Type or Title of Document: STATUTORY WARRANTY DEED

Number of Pages in Document: _____

Document in a Foreign Language: _____

- Capacity of Signer:**
- _____ Trustee
 - _____ Power of Attorney
 - _____ CEO/CFO/COO
 - _____ President/Vice-President/Secretary/Treasurer
 - _____ Other: _____

Date: June 19, 2019

File No.: 736725-C (rh)

EXHIBIT 'A'

LEGAL DESCRIPTION:

TRACT 46, PLAT 9, EAST GREENACRES IRRIGATION DISTRICT, ACCORDING TO THE PLAT RECORDED IN BOOK "B" OF PLATS, PAGE 86, RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO.

EXCEPTING THEREFROM A PARCEL OF LAND IN TRACT 46, EAST GREENACRES PLAT NO. 9 AS RECORDED IN BOOK "B" OF PLATS, PAGE 86, RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 46, WHICH BEARS NORTH 89°22'30" WEST, A DISTANCE OF 250.03 FEET FROM THE NORTHEAST CORNER OF TRACT 46;

THENCE, CONTINUING NORTH 89°22'30" WEST, A DISTANCE OF 391.62 FEET TO THE NORTHWEST CORNER OF TRACT 46;

THENCE SOUTH 00°14'09" EAST, ALONG THE WEST LINE OF TRACT 46 A DISTANCE OF 292.17 TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 90;

THENCE, NORTH 80°12'33" EAST, ALONG THE RIGHT OF WAY A DISTANCE OF 128.46 FEET;

THENCE NORTH 79°14'23" EAST, A DISTANCE OF 269.42 FEET;

THENCE NORTH 00°14'09" WEST, A DISTANCE OF 215.76 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE RIGHT OF WAY OF ELM ROAD AND INTERSTATE 90.



EAST GREENACRES IRRIGATION DISTRICT

2722 North McGuire Road Post Falls, Idaho 83854 • (208) 773-7579

December 9, 2021

Dobler Engineering
Attn: Gordon Dobler
P.O. Box 3181
Hayden, ID 83835
gordon@doblerengineering.com

RE: Elm Place, Conceptual Approval

Dear Mr. Dobler:

The Subject received conceptual approval by the Board of Directors during our regular scheduled meeting held December 7, 2021. The project is located in Section 5, Township 50 N., Range 05 W., B.M. of Kootenai County, Idaho. The project is located within the boundary of EGID, and eligible to receive both Domestic and Irrigation water.

We have the capacity, willingness and intent to serve the Subject 12 lot residential subdivision conditional upon final review, and acceptance of the project drawings.

The Subject does not require any modification to Reclamation's original Rathdrum Prairie Unit Water Project.

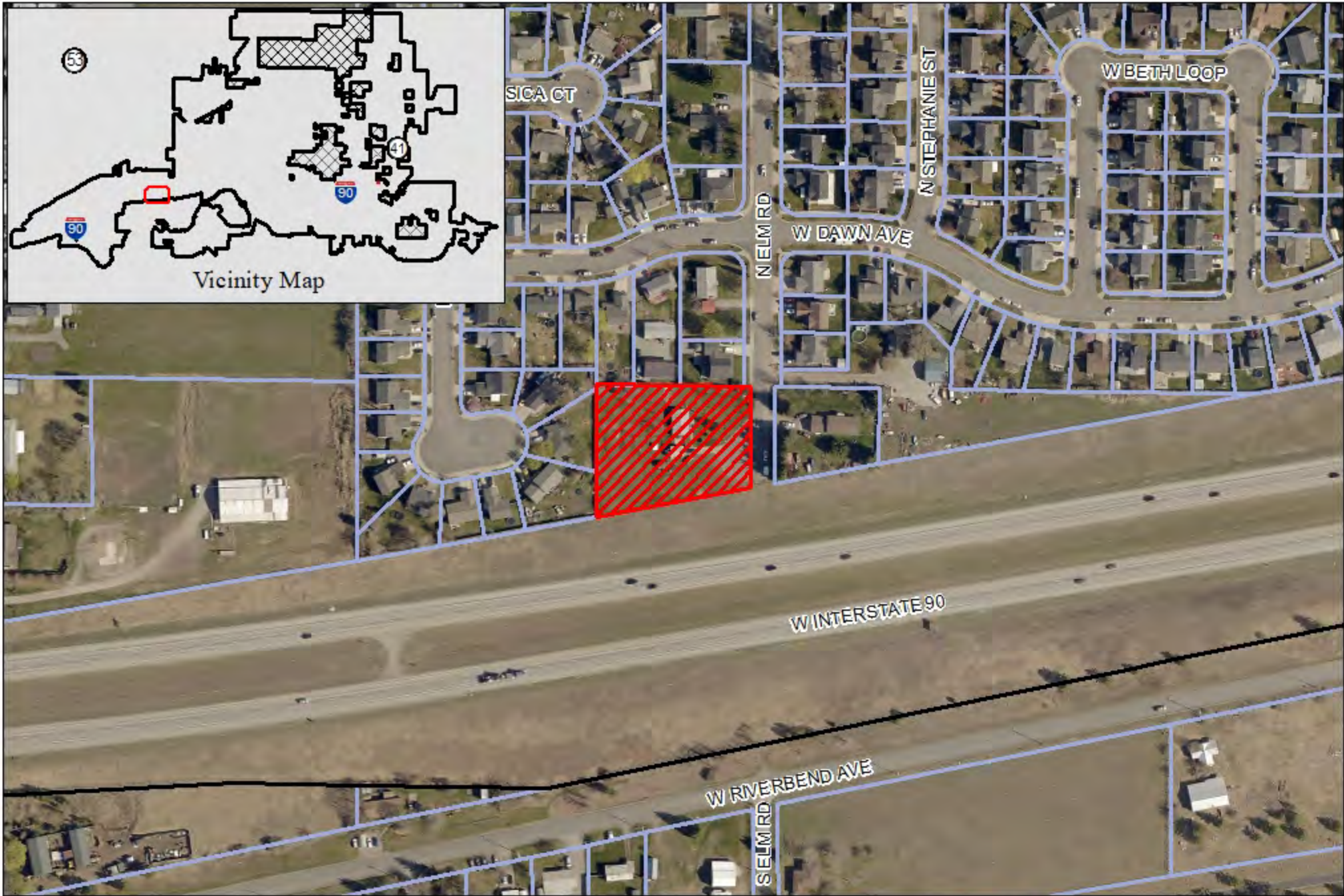
Should you have any questions, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron Wilson', is written over a horizontal line.




Ron Wilson
District Manager
ron@eastgreenacres.org

RW/ljs

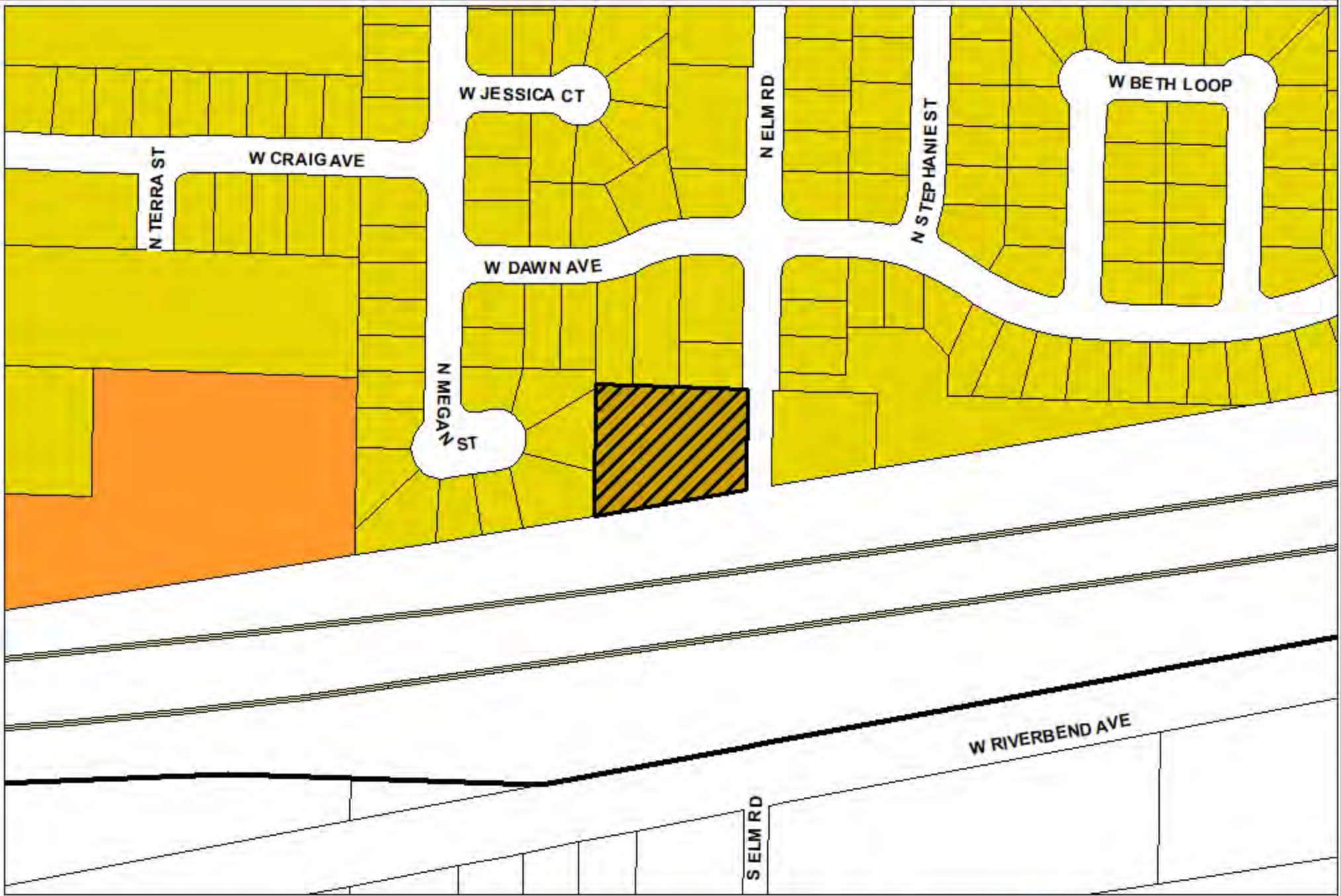


Project Location
 ELM PLACE
 File # SUBD-0019-2021



-  Subject Site
-  City Boundary
-  Tax Parcels



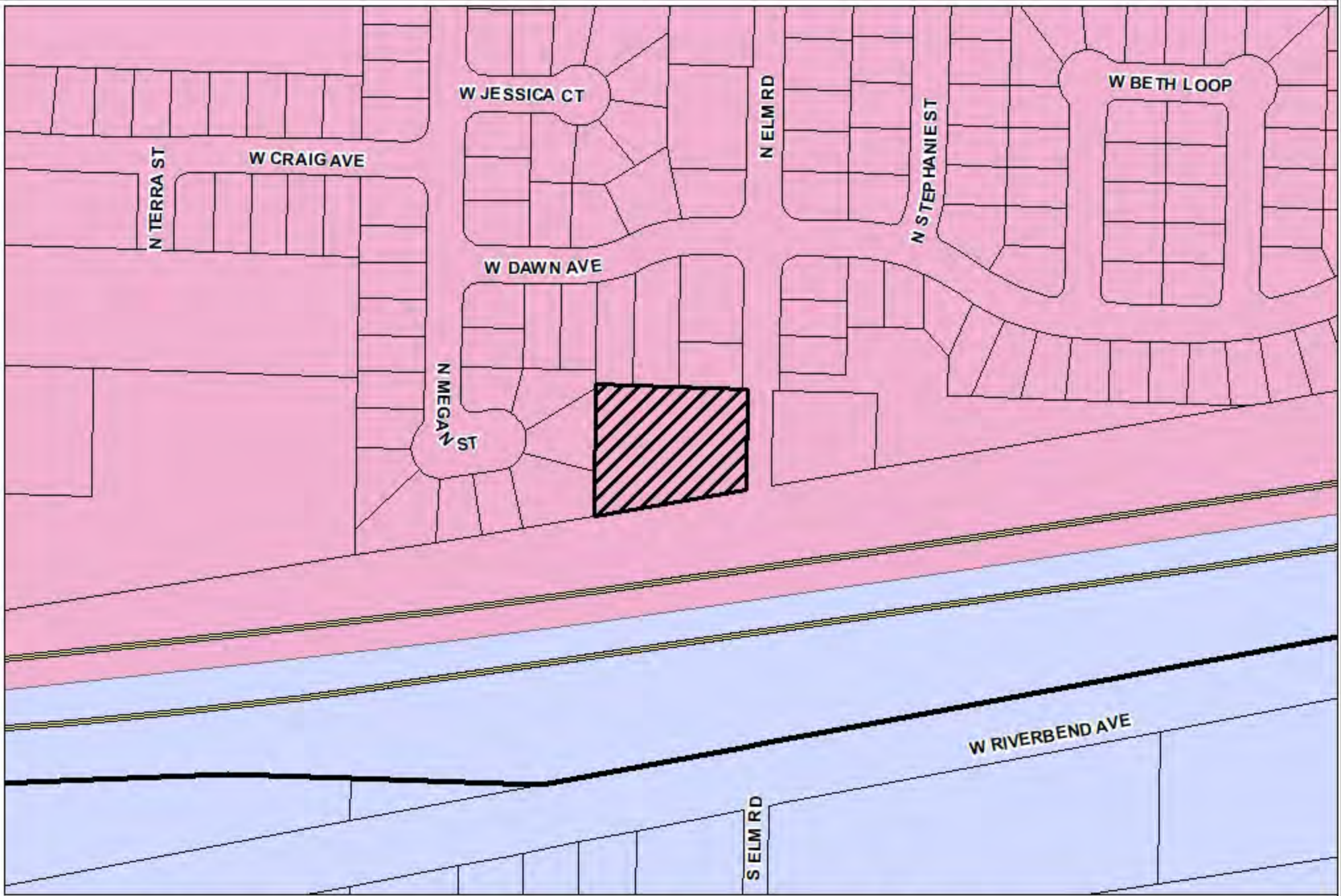


Zoning Map
 ELM PLACE
 File # SUBD-0019-2021



-  City Boundary
-  Subject Site
-  R-1
-  R-2
-  R-3





Future Land Use Designation
 ELM PLACE
 File # SUBD-0019-2021



-  City Boundary
-  Subject Site
-  Business/Commercial
-  Transitional





1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

January 7th, 2022

Amber Blanchette
Planning Specialist
ablanchette@postfallsidaho.org

Re: Elm Place Subdivision File No. SUBD-0019-2021

The Police Department has reviewed the above listed subdivision plan and will remain Neutral on this request. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

January 12, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

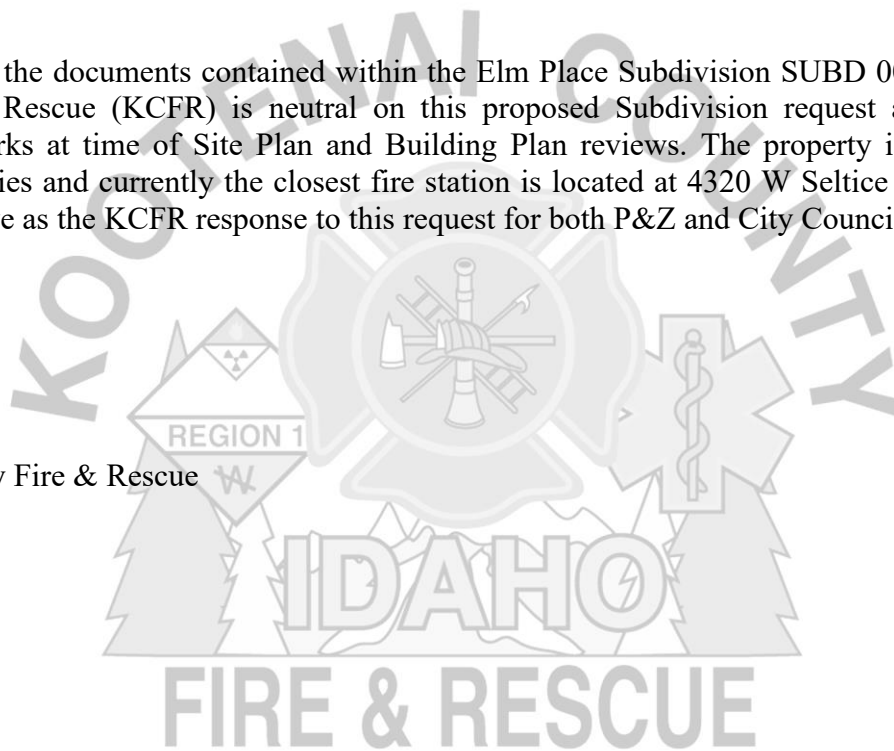
RE: Elm Place Subdivision SUBD-0019-2021

Amber,

I have reviewed the documents contained within the Elm Place Subdivision SUBD 0019-2021. Kootenai County Fire & Rescue (KCFR) is neutral on this proposed Subdivision request and will make any applicable remarks at time of Site Plan and Building Plan reviews. The property is within the KCFR District boundaries and currently the closest fire station is located at 4320 W Seltice Way. Please allow this letter to serve as the KCFR response to this request for both P&Z and City Council.

Cordially,

Jeryl Archer II
Kootenai County Fire & Rescue
Fire Marshal



Amber Blanchette

From: jonie@postfallshd.com
Sent: Monday, January 17, 2022 12:28 PM
To: Amber Blanchette
Subject: RE: Elm Place Subdivision File No. SUBD-0019-2021

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PFHD has no comment

Jonie Anderson
Administrative Assistant 1
Post Falls Highway District
p 208.765.3717
f 208.765.0493
contactus@postfallshd.com

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Friday, January 7, 2022 9:40 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfallsidaho.org>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erika Auger <eauger@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lindsay Spencer <lindsay@eastgreenacres.org>; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatel.com>; Naomi Tierney <ntierney@postfallsidaho.org>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <prestonh@postfallsidaho.org>; Rob Palus <rpalus@postfallsidaho.org>; Robert Seale <rseale@postfallsidaho.org>; Robin Bekkedahl <robin.bekkedahl@avistacorp.com>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon

Howard <showard@postfallsidaho.org>; Shelly Enderud <SEnderud@postfallsidaho.org>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <sherman@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfallsidaho.org>; Thomas Gwin <thomas.gwin@twcable.com>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfallsidaho.org>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>
Cc: Joe Malloy <jmalloy@postfallsidaho.org>; Josh Walker <jwalker@postfallsidaho.org>; Kenny Shove <kshove@postfallsidaho.org>; Kerri Thoreson <kerrit@postfallsidaho.org>; Lynn Borders <lborders1@frontier.com>; Ron Jacobson <rjacobson@postfallsidaho.org>; Nathan Ziegler <nziegler@postfallsidaho.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward <staciescakes@yahoo.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Ryan Davis <rldavis208@gmail.com>; Vicky Jo Carey <vjcarey@aol.com>
Subject: Elm Place Subdivision File No. SUBD-0019-2021

Good morning,

Attached is the notice to jurisdiction for the named subdivision for Planning and Zoning on January 26th. The draft staff report will be on the city's website shortly.

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfallsidaho.org



Fear is an illusion, ready to be overcome...

CITY OF POST FALLS AGENDA REPORT

DATE: January 6, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: ETHAN PORTER, ASSOCIATE PLANNER, 208-457-3353, eporter@postfallsidaho.org

SUBJECT: STAFF REPORT FOR JANUARY 26, 2022 P&Z COMMISSION MEETING – RIVER CITY CENTER SUBDIVISION PUBLIC HEARING

PROJECT NAME / FILE NUMBER: River City Center Subdivision/ SUBD-0020-2021

APPLICANT: Olson Engineering, PO Box 1894, Post Falls, ID 83877

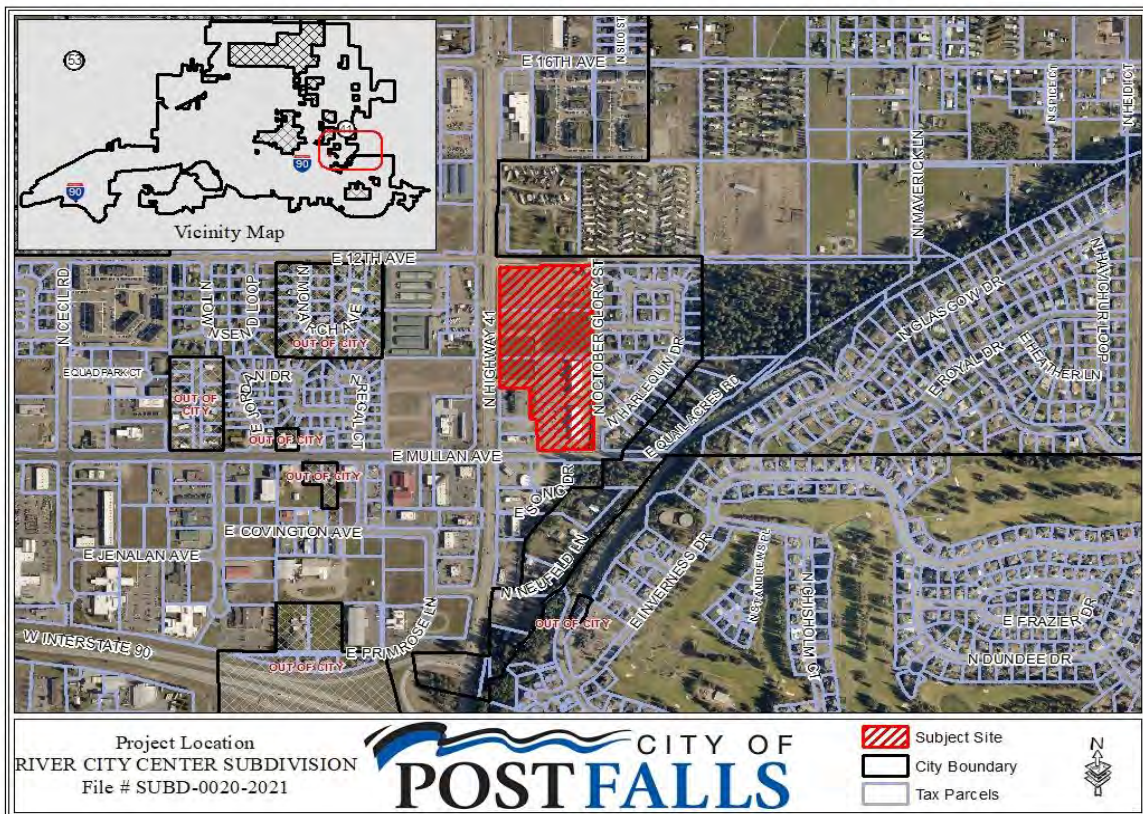
OWNER: 41 & Mullan Investments LLC, 12906 N Addison St., Spokane, WA 99218

PROJECT DESCRIPTION: The applicant has requested to subdivide approximately 14.4 acres into 6 lots conforming to the Community Commercial Services (CCS) standards and requirements.

REQUESTED ACTION: The Planning & Zoning Commission is being asked to review and approve the proposed subdivision determining that it meets the requirements of the Post Falls Municipal Code (PFMC).

PROJECT LOCATION: The property is located southeast of the intersection Highway 41 and 12th Avenue, west of October Glory Street (See image below).

Vicinity Map:



PARCEL INFORMATION:

Property Size: 14.4 acres

Current Land Use: Vacant with a portion of developed section including shops/retail uses.

Current Zoning: Community Commercial Services (CCS)

Proposed Land Use: The proposed land uses for the new lots is intended for new commercial businesses such as food services, grocery and/or retail.

Surrounding Land Use: The land uses to the east includes a single-family subdivision across October Glory St. On the south there is a commercial business next to a single-family home. Directly north is a mobile home park within Kootenai County. To the west there are commercial businesses across Highway 41.

Surrounding Zoning Districts: Properties surrounding the site include R-1 single-family to the east. South and West include CCS zoning and north is County jurisdiction that includes high density residential zoning.

Water Provider: Ross Point Water District

Sewer: City of Post Falls

SITE IMAGES BELOW:

Looking northwest at subject site from October Glory Street:



From Highway 41 (southern end) looking northeast at subject site:



From the intersection of Highway 41 and 12th Avenue looking southeast at subject site:



SUBDIVISION REVIEW CRITERIA (Post Falls Municipal Code Title 17.12.060, Subsection H):

1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.

Staff's Response: Water service to the project would be provided by the Ross Point Water Association (Exhibit A-8).

2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.

Staff's Response: The City of Post Falls has adequate capacity to provide service to the subdivision as proposed. Existing sewer mains are in place along the project's frontages with SH41, 12th Avenue and October Glory Street. The 12th Avenue Lift Station was recently reconstructed in the northeast corner of the property. The City is collecting surcharges from upstream development, of the 12th Ave. Lift Station, to offset future costs for installation of Force Mains from the lift station to the Water Reclamation Facility. The City is monitoring flows into the lift station and at another location for timing of the Force Mains. The City of Post Falls has current capacity and is willing to provide service to the subdivision, as proposed. Site-specific issues would be handled at the time of Site Plan Review.

When the 12th Avenue Lift Station was reconstructed, its physical location was relocated easterly into a new easement. An easement currently remains at the former site of the lift station. With completion of the platting of this subdivision, the easement at the former lift station site should be vacated as the site is no longer in service for its intended purpose and the City has no future needs that would fall within the purview of the aforementioned easement. (75' x 75' Lift Station Easement, as shown on the Plat of Crimson King Estates, Book J Page 377 Kootenai County Records, Instrument # 2056092000)

3. Proposed streets are consistent with the transportation element of the comprehensive plan.

Staff's Response: The subdivision lies next to existing developed roadways of SH41, 12th Avenue and October Glory Street.

- Private Roadway/ Drive Access – A Private shared access will be needed on proposed Lots 2 and 6 to allow access to Lots 1, 3, 4 and 5 and internal circulation route to October Glory SH41, 12th Avenue and October Glory Street.

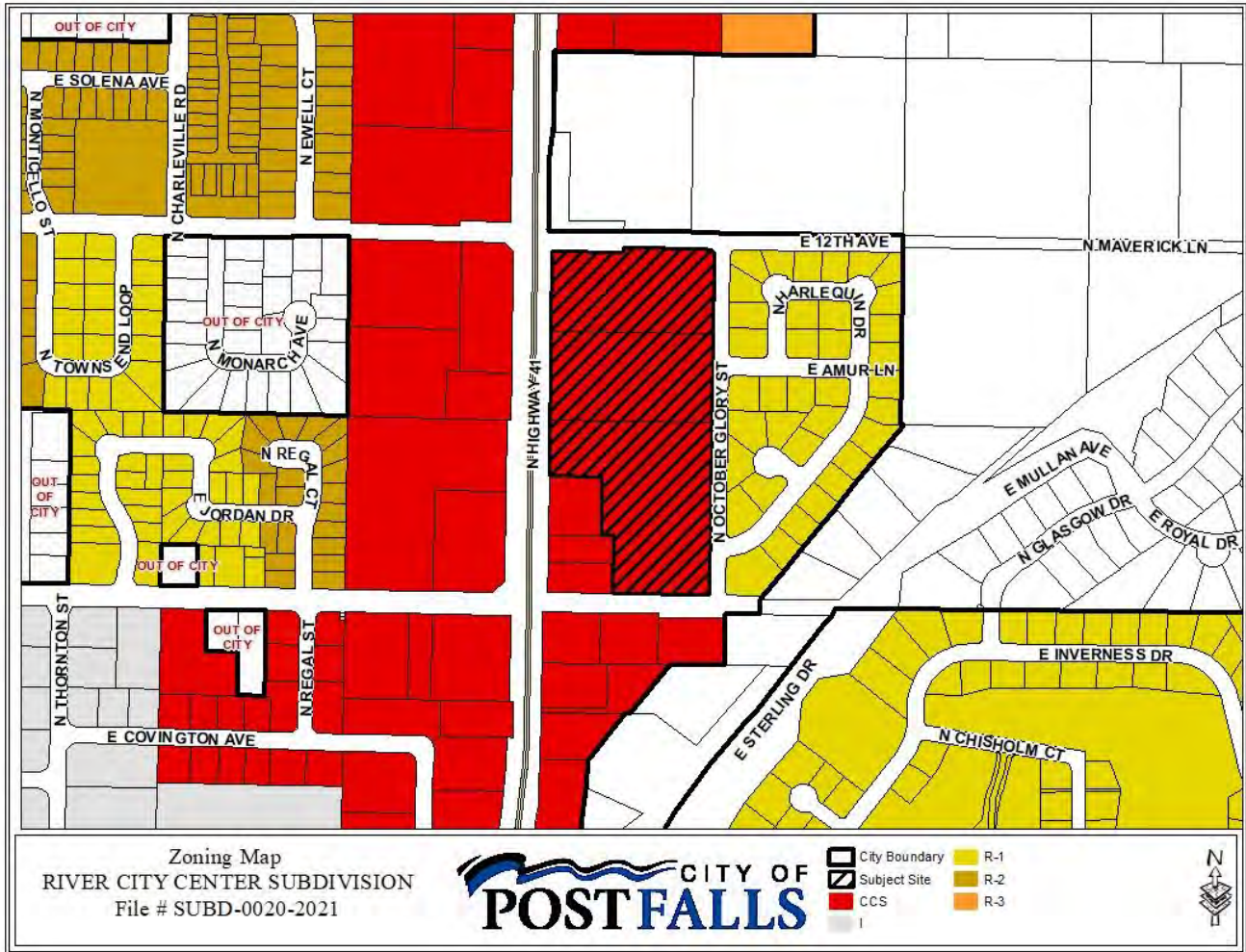
- Public Roadways
 - SH41 is scheduled for construction along the proposed projects frontage between 2023 and 2026, planned improvements will most likely limit site access to/from SH41 as right-in / right-out only. SH41 improvements will also include reconstruction of the Mullan Avenue / SH41 intersection to increase intersection capacity and improve safety. Site access along SH41 will need to be coordinated with the Idaho Transportation Department (ITD District 1)
 - 12th Avenue is classified as a Minor Collector Roadway. The intersection of 12th Avenue and SH41 is being converted into a ¾ - turn restriction (no thru movements across SH41 or left turns onto SH41) Access to 12th Avenue would be allowed in conformance with the City Access Standards. Frontage improvements are in place.
 - October Glory Street is classified as a Local Residential Roadway. The existing roadway was constructed to a 28' width standard with curb and gutter. Missing sections for sidewalk and roadway illumination will need to be installed with the subdivision. 28-foot roadways are restricted to parking on one-side only within the City Development Standards, Subdivision Improvements associated with this project should include posting of portions of October Glory Street as "no parking".
- Multi-modal facilities – A multi-modal pathway exists along the east side of SH41 from Seltice Way to 12th Ave. The State of Idaho is in the process of extending those facilities from 12th Ave. to the City of Rathdrum. These facilities will improve access to/from the site for surrounding residential properties.

4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

Staff's Response: There are no soil or topographical conditions which have been identified as presenting hazards.

5. The area proposed for subdivision is zoned for the proposed uses and the uses conforms to other requirements found in this code.

Staff's Response: This subdivision request is in an appropriately zoned area (**refer to the following map**). This proposed subdivision is along the Highway 41 Commercial Corridor and will meet commercial standards upon site development.



6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.

Staff's Response: Impact fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets.

OTHER AGENCY COMMENTS:

PF Park & Rec	East Greenacres Irr. District	TransCanada GTN
Kootenai County Fire	Kootenai Electric	Time Warner Cable
PF Highway District	Ross Point Water	PF Police Department
PF School District	Verizon	Utilities (W/WW)
Avista Corp. (WWP-3)	Idaho Department of Lands	Urban Renewal Agency
Department of Environmental Quality	Panhandle Health District	Kootenai County Planning
Conoco, Inc. (Pipeline Co.)	NW Pipeline Corp.	KMPO
Yellowstone Pipeline Co.	Post Falls Post Office	TDS

- **Post Falls Police Department (Exhibit PA-1) – Remains Neutral**
- **Kootenai County Fire & Rescue Service (Exhibit PA-2) – Remains Neutral**
- **Post Falls Highway District (Exhibit PA-3) – Remains Neutral**

PUBLIC PROCESS: This project is processed as a Subdivision. A public hearing is held before the Planning & Zoning Commission; of which, will review the record, hear the staff report, and render a decision.

If the project is approved, a Master Development Agreement is prepared by staff, approved by City Council, and signed by the parties to the agreement.

Notice of the proposed subdivision was sent to appropriate jurisdictions and mailed to property owners within 300 feet of the proposed project on January 5, 2022. Notice has been published in the Post Falls Press on January 7, 2022. The property is scheduled to be posted by the January 14, 2022.

MOTION OPTIONS: The Planning and Zoning Commission shall approve as presented, make an approval with conditions or modifications, or disapprove the proposed Subdivision. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

FINDINGS & CONCLUSIONS: The Planning & Zoning Commission should adopt Findings and Conclusions when forming a reasoned decision. Staff proposes the following conditions upon a potential recommendation of approval of the proposed River City Center Subdivision. The Commission may adopt additional conditions from review of the application or from discussion at the Commission meeting.

SUBDIVISION CONDITIONS: Should the Planning & Zoning Commission move to recommend approval; staff proposes the following conditions:

1. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. The proposed subdivision must be completed in a single phase.
3. A Master Development Agreement shall be prepared by staff, reviewed, and signed by the parties prior to commencement of any construction. A Construction Improvement Agreement shall be completed for each phase of construction.
4. Construction of services for Sewer and landscaping frontage improvements will be allowed with individual site development.
5. Construction of missing public frontage improvements: Roadway Illumination, sidewalk will be required to be constructed or bonded for prior to platting.
6. The plat shall contain language providing common shared access upon Lots 2 and 6 to the remainder of the properties
7. Final landscaping plans for the street trees will be submitted for review and approval as part of individual site plans. The Urban Forester shall be notified prior to planting.
8. Access to/from platted lots to SH41 will require approval by the Idaho Transportation Department and are subject to the States Access Standards.
9. With final platting it is recommended that City Council relinquishes the existing Lift Station Easement (75' x 75' Lift Station Easement, as shown on the Plat of Crimson King Estates, Book J Page 377 Kootenai County Records, Instrument # 2056092000) As the City has relocated the lift station, with a new easement, and the existing referenced easement is no longer needed or anticipated to be needed for its original intended purpose.

ATTACHMENTS:

Applicant's Exhibits:

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Preliminary Subdivision Plan
Exhibit A-4	Auth Letter
Exhibit A-5	Title Report
Exhibit A-8	Will Serve

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map

Testimony:

Exhibit PA-1	PFPD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	PFHD Comments



SUBDIVISION APPLICATION

Public Services Department – Planning Division

408 N. Spokane St. Post Falls, ID 83854
208.773.8708 Fax: 208.773.2505

STAFF USE ONLY			
Date Submitted:	11-19	Received by:	DB
Application Fee	2,800 ⁰⁰	Public Hearings:	\$300
		Mailing \$6*	= 228
File # SUBD-6020-2021			

PART 1 – Process of Completion and Public Hearing Schedule

1. Applications will need to be deemed complete by the Planning Department prior to being scheduled for a public hearing. Once the applicant has been issued a completeness letter from the Planning Department verifying the application is complete, the application will be eligible to be scheduled at the next available Public Hearing.
2. Each Completeness Review Period, will be reviewed within a 2-week period
3. There is a 45-day cut-off windows for a fully completed application (deemed complete) required, prior to being scheduled for the next available Public Hearing (See Note Below).

*****NOTE: Once we have 4 Public Hearings the following applicants will be moved to the next month's Hearing Date. *****

PART 1/A – REQUIRED MATERIAL

****THE APPLICATION WILL NOT BE ACCEPTED IF THE REQUIRED MATERIALS ARE NOT PROVIDED****

A subdivision is any division of a lot, tract or parcel into two or more lots and accompanied by proposed new streets or extension of existing streets, municipal sewer and water services.

(For additional information on this process and requirements please see PFMC 17.04)

- Completed Subdivision Pre-application:** Name of Subdivision at Pre-application stage, and Date of pre-app.
- Completed application form**
- Application fee** (Per most recently adopted fee resolution)
- A written narrative:** Describing the proposal
- Subdivision Plans:** (specific elements are identified in PFMC 17.12.040(A-C)) - To include all lots being dimensioned and with square footage for each lot depicted, for the application to be considered complete.
- Water District Will-Serve Letter:** (MC Section 17.17.060(H)(1) – a subdivision cannot be approved unless a definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.
- Owner authorization letter:** If there is to be an applicant or consultant acting on the owner's behalf.
- A report(s) by an Idaho licensed Title Company:** By a Title Company licensed in the state of Idaho, as to ownership of record and any interest of record in the subject property. Provide a report of property owners within 300 feet

of the external boundaries of the proposed development. (Labels are required – 2 sets) The applicant will incur a public hearing mailing fee in the amount of \$6.00 per hearing notice per property within the 300 feet radius. Applications are required to one (1) publication notice in the local newspaper and are \$300 per public hearing, of which can be paid at the time of application. ****NOTE** if the notices are not paid at the time of application, the planning department will mail an invoice to the applicant for the public hearing mailing and publication fees; these fees must be paid before the application is place on the agenda**

NOTE: Subdivision applications that are not deemed complete will not be processed.

Plans Checked By: _____

Date: _____

PART 2 – APPLICATION INFORMATION

PROPERTY OWNER: 41 & MULLAN INVESTMENTS LLC		
MAILING ADDRESS: 12906 N ADDISON ST		
CITY: Spokane	STATE: WA	ZIP: 99218
PHONE: (509) 954-6248	FAX:	EMAIL: jstrain@vandervertdev.com
APPLICANT OR CONSULTANT: Olson Engineering		STATUS: <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> OTHER
MAILING ADDRESS: PO Box 1894		
CITY: Post Falls	STATE: ID	ZIP: 83877
PHONE: (208) 449-2892	FAX:	EMAIL: db@oecivil.com

SUBDIVISION INFORMATION:

PROPOSED SUBDIVISION NAME: River City Center		
PROPERTY GENERAL LOCATION OR ADDRESS: East of SH 41, between Mullan Ave and 12th Ave		
PROPERTY LEGAL DESCRIPTION (ATTACH OR DESCRIBE): See attached legal description		
TAX PARCEL #: P-7050-31-057-AA, P-7050-31-056-AA, P-J377-004-001-A	EXISTING ZONING: Commercial	ADJACENT ZONING: Commercial /Residential
AVERAGE LOT SIZE: 2.40 acres	CURRENT LAND USE: Commercial/Vacant	ADJACENT LAND USE: Commercial /Residential
SIZE OF SITE: 14.4 acres	NUMBER OF LOTS: 6	DENSITY: 0.42 lots/acre

PART 4 – COMPLETED BY CITY STAFF:

COMPLETED PRE-APP:	YES:	NO:
	PRE-APP NAME:	PRE-APP FILE#:
IF NO PRE-APPLICATION, REASON?		

River City Center Subdivision – Narrative

The existing River City Center is located east of State Highway 41 between Mullan Avenue and 12th Avenue in Post Falls. Three (3) lots of the existing River City Center are being proposed to be subdivided to accommodate six (6) proposed new lots (see attached exhibit). The existing land use and zoning is commercial and the proposed land use for the new lots is commercial. The goal would be to extend the River City Center further north to accommodate for new businesses including food service and a grocery or retail store.

The following items are not included on the preliminary subdivision plan because the intent is for the new lots to be commercial pad sites that will have their own site plans:

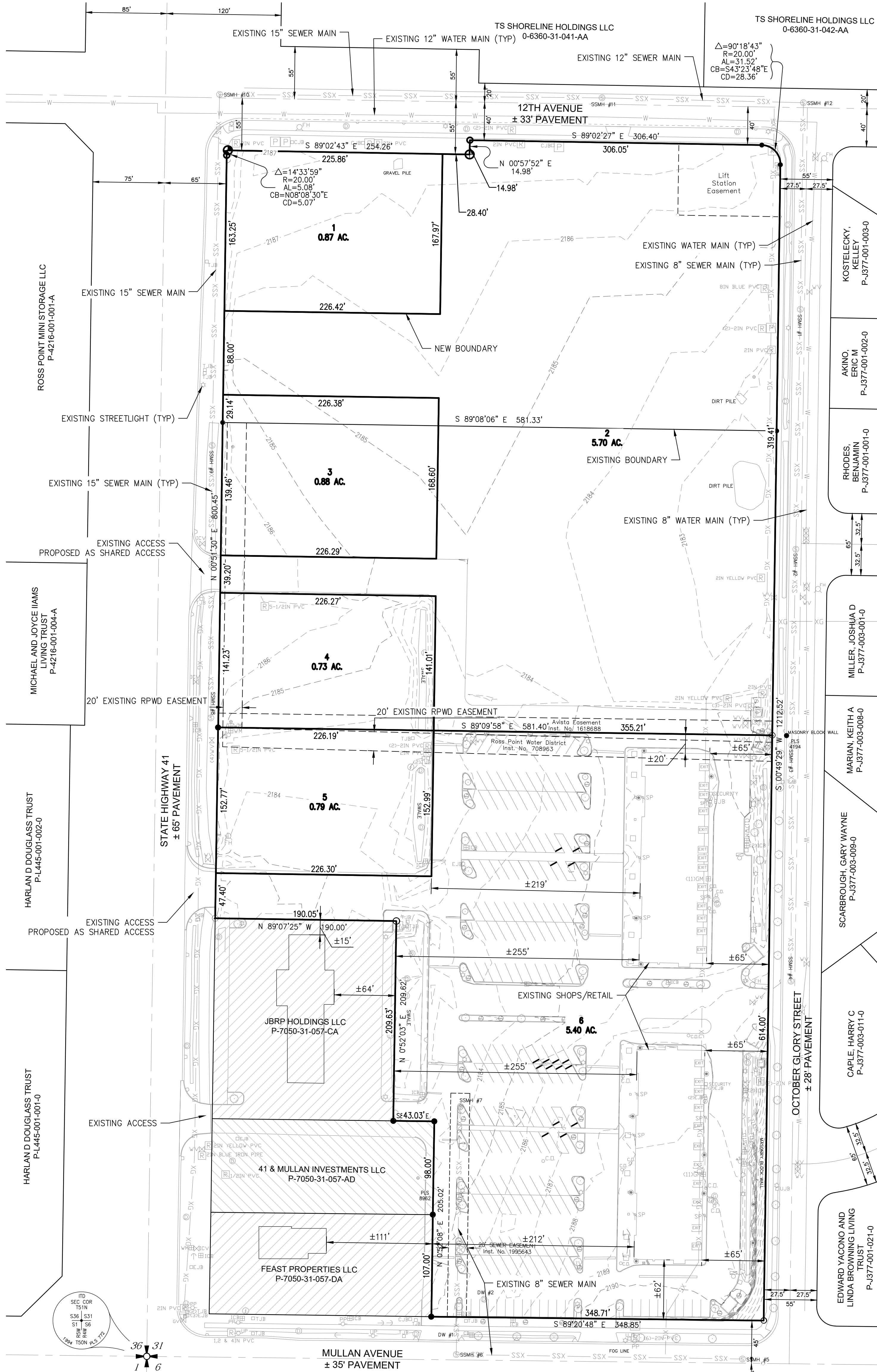
- Proposed water and sewer
- Proposed streetlights
- Proposed streets, curbs, swales, sidewalk, etc.

A will serve letter from RPWD was mailed to the City with a cc to Olson Engineering.

RIVER CITY CENTER PRELIMINARY SUBDIVISION PLAN

PARCEL NUMBERS P-7050-31-057-AA, P-7050-31-056-AA, P-J377-004-001-A
LOCATED IN THE SW 1/4 OF SEC. 31, T.51N., R.4W., B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

41 & MULLAN INVESTMENTS LLC
12906 N ADDISON ST
SPOKANE, WA 99218



SITE DATA TABLE

EXISTING ZONING: COMMERCIAL
PROPOSED ZONING: COMMERCIAL

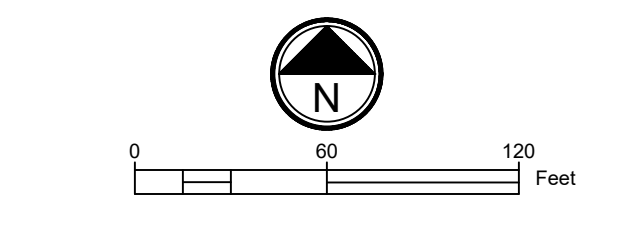
TOTAL LOT SIZE: 14.4 ACRES
EXISTING NUMBER OF LOTS: 3
EXISTING DENSITY: 0.21 LOTS PER ACRE
PROPOSED NUMBER OF LOTS: 6
PROPOSED DENSITY: 0.42 LOTS PER ACRE

LARGEST LOT SIZE: 5.70 ACRES
SMALLEST LOT SIZE: 0.73 ACRES
AVERAGE LOT SIZE: 2.40 ACRES

JECO INCORPORATED P-0000-006-3200	JECO INCORPORATED P-0000-006-3190	GARRETT, DEBBIE L P-0000-006-3170
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LEGEND OF EXISTING FEATURES

—	PROPERTY LINE	⊗	GAS VALVE	□	COMMUNICATION JUNCTION BOX
- - -	EASEMENT LINE	⊕	WATER VALVE	⊖	POWER POLE
—	CENTER LINE	⊙	FIRE HYDRANT	⊕	ELECTRICAL JUNCTION BOX
—SSX—SSX—	SANITARY SEWER MAIN	⊕	WATER METER	←	GUY WIRE
—W—	WATER MAIN	⊕	IRRIGATION CONTROL VALVE	⊕	UTILITY JUNCTION BOX
—XG—XG—XG—	GAS LINE	⊕	IRRIGATION CONTROL BOX	⊕	TELEPHONE JUNCTION BOX
⊙	SANITARY SEWER MANHOLE	⊕	DECIDUOUS TREE		
⊙	SANITARY SEWER CLEANOUT	⊕	DRYWELL		



Olson Engineering
P.O. Box 1894
Post Falls, ID 83877
208-651-4152
eo@oecivil.com

RIVER CITY CENTER
prj:
**STATE HIGHWAY 41
POST FALLS, IDAHO**
loc:
**PRELIMINARY
SUBDIVISION PLAN**
sh:

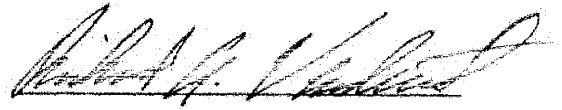
Exhibit A-3

November 17, 2021

To whom it may concern,

This document is to grant authorization for Olson Engineering to act on behalf of 41 and Mullan Investments for land use processes in the City of Post Falls. The properties in question are located on the northeast corner of Mullan Avenue and State Highway 41.

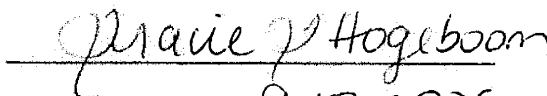
AIN 216542, 144544, 140515, and 304166



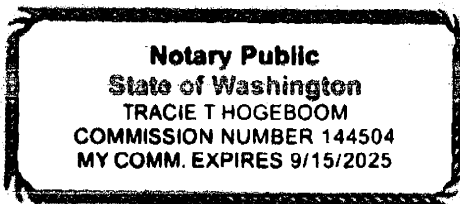
Authorized Agent
41 and Mullan Investments

State of WA, Spokane County

This record was signed before me on 11-18-2021 by Richard A Vanderveer



Commission expires on 9-15-2025





First American Title Company

1866 North Lakewood Drive, Coeur d'Alene, ID 83814

Phone (208)667-0567 - Fax (208)765-2050

Title Officer: Kim Hobbs - khobbs@gofirstam.com

COMMITMENT FOR TITLE INSURANCE

To: **Public Employee Retirement System of ID C/o Mr. Casey** Order No.: **545932-C**
Macomb DB Fitzpatrick & Co., Inc.
800 W. Main Street, Suite 1200
Boise, ID 83702

Attention:

Your Reference:

Re: Property Address: **River City Retail, Post Falls, ID 83854**



First American Title

Commitment

Title Insurance Commitment

BY

First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

This Policy contains an arbitration clause. All arbitrable matters when the Matter of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
FIRST AMERICAN TITLE INSURANCE COMPANY
 1 First American Way; Santa Ana, CA 92707.

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY	1
CONDITIONS	2
SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I – REQUIREMENTS	Insert
SCHEDULE B-II – EXCEPTIONS	Insert

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached) **This jacket was created electronically and constitutes an original document**

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I


or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

 <p>Schedule A</p>	<p>Title Insurance Commitment</p> <p>BY</p> <p>First American Title Insurance Company</p>
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THIRD COMMITMENT

File No.: 545932-C

1. Commitment Date : **April 14, 2015 at 7:30 A.M.**
2. Policy or Policies to be issued:

	Policy Amount	Premium Amount
--	----------------------	-----------------------

- X ALTA Extended Loan Policy of Title Insurance (6-17-06)
- ALTA Expanded Coverage Residential Loan Policy (rev. 1-1-08)

(Premium amount reflects \$no available credit)	\$ 3,061,000.00	\$ 9,074.00
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Proposed Insured:

Public Employee Retirement System of ID c/o DB Fitzpatrick & Company, Inc., its successors and/or assigns as their interests may appear as defined in the Conditions of this policy.

Endorsements: **9-06, FA-40, 22-06, 17-06, 18-06, 116.1-06, 116.07-06** \$ 390.00

Total Title Fees:	\$ 9,464.00
Underwriting Fees:	\$ 1,135.68
Agent Title Fees:	\$ 8,328.32

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

41 & Mullan Investments, LLC, an Idaho limited liability company

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

PARCEL I:

A TRACT OF LAND BEING TAX NUMBER 20844, AS DESCRIBED IN QUITCLAIM DEED ON FILE UNDER INSTRUMENT NUMBER 1984966, SITUATED IN THE SOUTH HALF OF TRACT 57, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE OFFICIAL PLAT ON FILE IN BOOK C AT PAGE 80, IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF POST FALLS,

KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31, MONUMENTED ACCORDING TO CORNER PERPETUATION AND FILING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 1807944 FROM WHICH THE WEST SIXTEENTH CORNER OF SAID SECTION 31, MONUMENTED ACCORDING TO CORNER PERPETUATION AND FILING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 1386005, BEARS, SOUTH 89°20'34" EAST, A DISTANCE OF 1323.38 FEET; THENCE

NORTH 56°01'38" EAST, A DISTANCE OF 79.19 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374 AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MULLAN AVENUE AND THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 41, THE POINT OF BEGINNING; THENCE

ALONG THE EAST RIGHT OF WAY LINE OF SAID STATE HIGHWAY 41, NORTH 00°51'30" EAST, A DISTANCE OF 205.00 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374 ON THE NORTH LINE OF SAID TAX NUMBER 208344 AND THE SOUTHWEST CORNER OF TAX NUMBER 20790 AS DESCRIBED IN WARRANTY DEED ON FILE UNDER INSTRUMENT NUMBER 1967596; THENCE

ALONG THE COMMON LINE BETWEEN SAID TAX NUMBERS 20844 AND 20790, SOUTH 89°20'34" EAST, A DISTANCE OF 190.00 FEET TO AN IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374 AT THE SOUTHEAST CORNER OF SAID TAX NUMBER 20790; THENCE

CONTINUING ALONG THE NORTH LINE OF SAID TAX NUMBER 20844, SOUTH 89°20'34" EAST, A DISTANCE OF 43.04 FEET TO AN IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374 AT THE NORTHEAST CORNER OF SAID TAX NUMBER 20844; THENCE

ALONG THE EAST LINE OF SAID TAX NUMBER 20844, SOUTH 00°52'08" WEST, A DISTANCE OF 205.00 FEET TO AN IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374 ON THE NORTH RIGHT OF WAY LINE OF MULLAN AVENUE; THENCE

ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°20'34" WEST, A DISTANCE OF 233.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

A TRACT OF LAND BEING A PORTION OF TAX NUMBER 22094, AS DESCRIBED IN WARRANTY DEED ON FILE UNDER INSTRUMENT NUMBER 2178518, SITUATED IN THE SOUTH HALF OF TRACT 57, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE OFFICIAL PLAT ON FILE IN BOOK C AT PAGE 80, IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31, MONUMENTED ACCORDING TO CORNER PERPETUATION AND FILING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 1807944 FROM WHICH THE WEST 1/16 CORNER OF SAID SECTION 31, MONUMENTED ACCORDING TO CORNER PERPETUATION AND FILING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 1386005, BEARS SOUTH 89°20'34" EAST, A DISTANCE OF 1323.38 FEET;

THENCE NORTH 56°01'38" EAST, A DISTANCE OF 79.19 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374 AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MULLAN AVENUE AND THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 41, THE POINT OF BEGINNING;

THENCE ALONG THE EAST RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 41, NORTH 00°51'30" EAST, A DISTANCE OF 107.00 FEET TO AN IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374;

THENCE LEAVING SAID EAST LINE, SOUTH 89°20'34" EAST, A DISTANCE OF 233.02 FEET TO AN IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374 ON THE EAST LINE OF SAID TAX NUMBER 22094;

THENCE ALONG SAID EAST LINE, SOUTH 00°52'08" WEST, A DISTANCE OF 107.00 FEET TO AN IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374, MONUMENTING THE SOUTHEAST CORNER OF SAID TAX NUMBER 22094 ON THE NORTH RIGHT OF WAY LINE OF MULLAN AVENUE;

THENCE ALONG THE SOUTH LINE OF SAID TAX NUMBER 22094 AND THE NORTH RIGHT OF WAY LINE OF SAID MULLAN AVENUE, NORTH 89°20'34" WEST, A DISTANCE OF 233.00 FEET TO THE POINT OF BEGINNING.

PARCEL II:

A TRACT OF LAND BEING ALL OF TAX NUMBERS 22095 AND 22096, AS DESCRIBED IN DEED ON FILE UNDER INSTRUMENT NUMBER 2178518, SITUATED IN TRACT 57, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE OFFICIAL PLAT ON FILE IN BOOK C AT PAGE 80, IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31, MONUMENTED ACCORDING TO CORNER PERPETUATION AND FILING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 1807944 FROM WHICH THE WEST 1/16 CORNER OF SAID SECTION 31, MONUMENTED ACCORDING TO CORNER PERPETUATION AND FILING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 1386005, BEARS, SOUTH 89°20'34" EAST, A DISTANCE OF 1323.38 FEET; THENCE

NORTH 56°01'38" EAST, A DISTANCE OF 79.19 FEET TO AN EXISTING IRON ROD, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374 AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MULLAN AVENUE AND THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 41; THENCE

ALONG SAID NORTH RIGHT OF WAY LINE OF MULLAN AVENUE, SOUTH 89°20'34" EAST, A DISTANCE OF 233.00 FEET TO AN EXISTING IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374 ON THE COMMON LINE BETWEEN TAX NUMBER 22094, AS DESCRIBED IN DEED ON FILE UNDER INSTRUMENT NUMBER 2178518 AND SAID TAX NUMBER 22095, THE POINT OF BEGINNING; THENCE

ALONG SAID COMMON LINE BETWEEN TAX NUMBERS 22094 AND 22095, NORTH 00°52'08" EAST, A DISTANCE OF 205.00 FEET TO AN EXISTING IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374, MONUMENTING THE NORTHEAST CORNER OF SAID TAX NUMBER 22094; THENCE

ALONG THE NORTH LINE OF SAID TAX NUMBER 22094, NORTH 89°20'34" WEST, A DISTANCE OF 43.03 FEET TO AN EXISTING IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374, MONUMENTING THE SOUTHEAST CORNER OF TAX NUMBER 20790, AS DESCRIBED IN WARRANTY DEED ON FILE UNDER INSTRUMENT NUMBER 1967596; THENCE

ALONG THE EAST LINE OF SAID TAX NUMBER 20790, NORTH 00°51'30" EAST, A DISTANCE OF 209.62 FEET TO AN EXISTING IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374, MONUMENTING THE NORTHEAST CORNER OF SAID TAX NUMBER 20790; THENCE

ALONG THE NORTH LINE OF TAX NUMBER 20790, WHICH IS COMMON WITH THE SOUTH LINE OF SAID TAX NUMBER 22096, NORTH 89°05'14" WEST, A DISTANCE OF 190.00 FEET TO AN EXISTING IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374, MONUMENTING THE SOUTHWEST CORNER OF SAID TAX NUMBER 22096 ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY NO. 41; THENCE

ALONG THE EAST RIGHT-OF-WAY LINE, NORTH 00°51'30" EAST, A DISTANCE OF 200.07 FEET, TO AN EXISTING IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374, MONUMENTING THE NORTHWEST CORNER OF SAID TAX NUMBER 22096 ON THE NORTH LINE OF SAID TRACT 57; THENCE

ALONG THE NORTH LINE OF SAID TAX NUMBERS 22095 AND 22096, WHICH IS THE NORTH LINE OF SAID TRACT 57, SOUTH 89°10'42" EAST, A DISTANCE OF 581.51 FEET TO AN EXISTING BRASS TACK AND WASHER MARKED PLS 6374, MONUMENTING THE NORTHEAST CORNER OF SAID TAX NUMBER 22095 ON THE WEST RIGHT OF WAY LINE OF OCTOBER GLORY STREET; THENCE

ALONG SAID WEST RIGHT OF WAY LINE OF OCTOBER GLORY STREET, SOUTH 00°49'48" WEST, A DISTANCE OF 613.86 FEET TO AN EXISTING IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374 AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF OCTOBER GLORY STREET AND THE NORTH RIGHT OF WAY LINE OF MULLAN AVENUE, THE SOUTHEAST CORNER OF SAID TAX NUMBER 22095; THENCE

ALONG THE NORTH RIGHT OF WAY LINE OF MULLAN AVENUE, NORTH 89°20'34" WEST, A DISTANCE OF 348.82 FEET TO THE POINT OF BEGINNING.

PARCEL III:

A TRACT OF LAND BEING THE SOUTH HALF OF TRACT 56, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE OFFICIAL PLAT ON FILE IN BOOK C AT PAGE 80, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31, MONUMENTED ACCORDING TO CORNER PERPETUATION AND FILING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 1807944, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 31, MONUMENTED ACCORDING TO CORNER PERPETUATION AND FILING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 1255256, BEARS, NORTH 00°51'30" EAST, A DISTANCE OF 2642.17 FEET; THENCE

ALONG THE WEST LINE OF SAID SECTION 31, NORTH 00°51'30" EAST, A DISTANCE OF 660.54; THENCE

LEAVING SAID WEST LINE, SOUTH 89°20'34" EAST, A DISTANCE OF 65.00 FEET TO AN IRON ROD, 30 INCHES LONG, 5/8 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 6374 ON THE NEW EAST RIGHT OF WAY LINE OF STATE HIGHWAY 41, THE POINT OF BEGINNING; THENCE

ALONG THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 41, NORTH 00°51'30" EAST, A DISTANCE OF 319.93 FEET TO AN EXISTING IRON ROD, 1/2 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 1003, MONUMENTING THE SOUTHWEST CORNER OF LOT 1, BLOCK 4, CRIMSON KING ESTATES, ACCORDING TO THE OFFICIAL PLAT ON FILE IN BOOK J AT PAGE 377; THENCE

ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID TRACT 56 WHICH IS COMMON WITH THE SOUTH LINE OF SAID LOT 1, BLOCK 4, SOUTH 89°08'03" EAST, A DISTANCE OF 581.36 FEET TO AN EXISTING IRON ROD, 1/2 INCH DIAMETER WITH A

PLASTIC CAP MARKED PLS 1003, MONUMENTING THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 4 AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED, ON THE WEST RIGHT OF WAY LINE OF OCTOBER GLORY STREET; THENCE

ALONG THE WEST RIGHT OF WAY LINE OF SAID OCTOBER GLORY STREET, SOUTH 00°50'14" WEST, A DISTANCE OF 319.46 FEET TO A BRASS TACK AND WASHER MARKED PLS 6374 ON THE COMMON LINE BETWEEN SAID TRACT 56 AND 57, POST FALLS IRRIGATED TRACTS; THENCE

ALONG THE COMMON LINE BETWEEN SAID TRACTS 56 AND 57, NORTH 89°10'42" WEST, A DISTANCE OF 581.51 FEET TO THE POINT OF BEGINNING.

PARCEL IV:

A TRACT OF LAND BEING ALL OF LOT 1, BLOCK 4, CRIMSON KING ESTATES, ACCORDING TO THE OFFICIAL PLAT ON FILE IN BOOK J AT PAGE 377, SITUATED IN THE NORTH HALF OF TRACT 56, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE OFFICIAL PLAT ON FILE IN BOOK C AT PAGE 80, IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31, MONUMENTED ACCORDING TO CORNER PERPETUATION AND FILING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 1807944, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 31 MONUMENTED ACCORDING TO CORNER PERPETUATION AND FILING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 1255256, BEARS, NORTH 00°51'30" EAST, A DISTANCE OF 2642.17 FEET; THENCE

ALONG THE WEST LINE OF SAID SECTION 31, NORTH 00°51'30" EAST, A DISTANCE OF 980.46 FEET; THENCE

LEAVING SAID WEST LINE, SOUTH 89°20'34" EAST, A DISTANCE OF 65.00 FEET TO AN IRON ROD, 1/2 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 1003 ON THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 41, THE POINT OF BEGINNING; THENCE

ALONG THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 41, NORTH 00°51'30" EAST, A DISTANCE OF 280.18 FEET TO AN EXISTING IRON ROD, 1/2 INCH DIAMETER WITH PLASTIC CAP MARKED PLS 1003 AT A POINT OF CURVATURE; THENCE

ALONG THE ARC OF A CURVE RIGHT, WHICH IS CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 891°24'39", AN ARC DISTANCE OF 31.91 FEET AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 45°15'32" EAST, 28.63 FEET TO AN EXISTING IRON ROD, 1/2 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 1003 AT A POINT OF TANGENCY ON THE SOUTH RIGHT OF WAY LINE OF 12TH STREET; THENCE

ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 89°00'27" EAST, A DISTANCE OF 541.29 FEET TO AN EXISTING IRON ROD, 1/2 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 1003 AT A POINT OF CURVATURE; THENCE

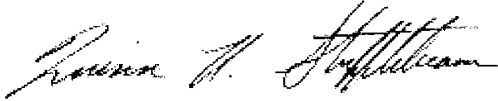
ALONG AN ARC OF A CURVE RIGHT, WHICH IS CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°01'14", AN ARC DISTANCE OF 31.42 FEET AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 44°10'25" EAST, 28.29 FEET TO AN IRON ROD, 1/2 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 1003 AT A POINT OF TANGENCY ON THE WEST RIGHT OF WAY LINE OF OCTOBER GLORY STREET; THENCE

ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 00°50'14" WEST, A DISTANCE OF

279.46 FEET TO AN EXISTING IRON ROD, 1/2 INCH DIAMETER WITH A PLASTIC CAP MARKED PLS 1003 AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 4 ON THE NORTH LINE OF THE SOUTH HALF OF TRACT 56; THENCE

ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 4, AND THE NORTH LINE OF THE SOUTH HALF OF TRACT 56, NORTH 89°08'03" WEST, A DISTANCE OF 581.36 FEET TO THE POINT OF BEGINNING.


Commonly known as: River City Retail, Post Falls, ID 83854



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)


 <p><i>First American Title</i></p> <p>Schedule BI</p>	<p>Title Insurance Commitment</p> <p>BY</p> <p>First American Title Insurance Company</p>
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REQUIREMENTS

File No.: 545932-C

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of items(s) .
- (f) If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
- (g) Idaho Code §31-3504 permits the state or counties that provide indigent medical assistance to a lien upon real property of the person provided assistance. We require the attached affidavit to be completed prior to recording to eliminate an exception to such lien.
- (h) The policy liability contemplated by this transaction exceeds our local limit. Underwriter approval must be obtained from the Home Office or Regional Office prior to closing. Please contact the title officer in advance of the closing date to discuss the specifics of the proposed transaction, including identity of proposed insureds, endorsement requirements, and exceptions which are to be eliminated.
- (i) Should any work be done or any materials delivered to said property prior to the recording of the deed of trust to be insured we are required under Regulation 25 of the Department of Insurance to obtain the following:
 1. Lien subordination from the general contractor to the deed of trust to be insured.
 2. Lien releases for all work and/or materials furnished on the project up to the time of recording the deed of trust to be insured.
 3. Indemnity agreement to be executed by the general contractor and/or third party.
 4. Financial statement of the general contractor and/or third party.
 5. **Underwriter approval must be obtained prior to closing.** Please have the general contractor and/or record owner contact the title department for details on the above requirements.

 <p><i>First American Title</i></p> <p>Schedule BII</p>	<p>Title Insurance Commitment</p> <p>BY</p> <p>First American Title Insurance Company</p>
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EXCEPTIONS

File No.: 545932-C

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. 2015 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2015 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number	
2014	\$5,915.76	\$5,915.76	P705031057AD	Parcel I
2014	\$57,784.60	\$28,892.30	P705031057AA	Parcel II
2014	\$15,127.28	\$7,563.64	P705031056AA	Parcel III
2014	\$15,486.72	\$7,743.36	PJ377004001A	Parcel IV

Homeowners Exemption is not in effect for 2014.

Circuit breaker is not in effect for 2014.

Agricultural Exemption is not in effect for 2014.

8. Any failure of the Kootenai County Treasurer's office to provide information on all assessments owed.

THE FOLLOWING EXCEPTIONS AFFECT PARCEL IV:

9. Levies and assessments of Ross Point Water District. for which we find no delinquencies of record.
10. Easement for electric line right of way granted to Kootenai Electric Cooperative, Inc., recorded August 19, 1980 as Instrument No. 850998.
11. Easement for electric line right of way granted to Kootenai Electric Cooperative, Inc., recorded January 9, 1995 as Instrument No. 1383850.
12. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded December 10, 1996 , in Book 18 of Surveys, Page 360, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
13. Annexation Agreement upon the terms, conditions and provisions contained therein:
Parties: City of Post Falls and Dale Lang and Mary Jo Lang, husband and wife
Recorded: May 20, 1997, Instrument No. 1490734
14. Grant of Right of Way - Mullan Avenue, East of Hwy. 41 containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein:
In Favor of: City of Post Falls
Recorded: May 20, 1997
Instrument No.: 1490735
15. Easement for Grant of granted to City of Post Falls, recorded May 24, 2005 as Instrument No. 1951989.

16. Easement granted to Kootenai Electric Cooperative, Inc., recorded October 27, 2005 as Instrument No. 1991403.
17. Easement granted to Ross Point Water District, recorded October 12, 2005 as Instrument No. 1987707.
18. Master Development Agreement Memorandum of Agreement recorded April 10, 2006 as Instrument No. 2024314000.
19. Covenants, conditions and restrictions on the recorded plat of Post Falls Irrigated Tracts and Crimson King Estates, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
20. Covenants, Conditions and Restrictions recorded as Instrument No. 2056093000, 2278364000, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

THE FOLLOWING EXCEPTIONS AFFECT PARCEL III:

21. Levies and assessments of City of Post Falls, LID #2004-1. in the original amount of \$32,810.85.
22. Levies and assessments of Ross Point Water District. for which we find no delinquencies of record.
23. Covenants, conditions and restrictions on the recorded plat of said subdivision but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
24. Annexation Agreement upon the terms, conditions and provisions contained therein:
Parties: City of Post Falls and Larry E. Hansen and Janice C. Hansen, husband and wife
Recorded: May 20, 1997, Instrument No. 1490730
25. Easement granted to Avista Corporation, recorded December 30, 1999, as Instrument No. 1618688.
26. Easement granted to City of Post Falls, recorded February 9, 2000, as Instrument No. 1623407.
27. Easement granted to Ross Point Water District, recorded April 28, 2006, as Instrument No. 2028354000.

THE FOLLOWING EXCEPTIONS AFFECT PARCEL I and II:

28. Levies and assessments of City of Post Falls, LID #2004-1. in the original amount of \$3,940.97, which affects a portion of property in question.
29. Liens and assessments of the following district and the rights and powers thereof as provided by law, for which we find no delinquencies of record:
District: Ross Point Water District
30. Provisions in deed to George F. Boyd and Evelyn Boyd, husband and wife, recorded June 20, 1945, in Book 129 of Deeds, page 165 .

31. Provisions in deed to State of Idaho, recorded March 26, 1952, in Book 149 of Deeds, page 510 .
32. Easement granted to Ross Point Water Association, recorded August 27, 1976 as Instrument No. 708963.
33. Annexation Agreement upon the terms, conditions and provisions contained therein:
Parties: John A. Hill and Mary L. Hill, husband and wife and City of Post Falls
Recorded: May 29, 1997, Instrument No. 1491850
34. Easement granted to Grover Morris and Marian Morris, recorded May 18, 1979 as Instrument No. 805955.
35. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded January 30, 1995 , in Book 16 of surveys, page 162, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
36. Easement granted to City of Post Falls, recorded May 20, 1997, as Instrument No. 1490733 & re recorded July 8, 1997 as Instrument No. 1496620.
37. Utility and Roadway Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Robert G. Westby and Gretchen F. Westby, husband and wife and Estate of Betty Mansfield
Recorded: April 26, 2000, Instrument No. 1633028 and re recorded May 1, 2001 as Instrument No. 1676639
38. Utility and Roadway Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Estate of Betty Mansfield and Robert G. Westby and Gretchen F. Westby, husband and wife
Recorded: April 26, 2000, Instrument No. 1633029 & re recorded May 1, 2001 as Instrument No. 1676640
39. Utility Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Estate of Betty Mansfield and Robert G. Westby and Gretchen F. Westby, husband and wife
Recorded: April 26, 2000, Instrument No. 1633030 & re recorded May 1, 2001 as Instrument No. 1676641
40. Annexation Agreement upon the terms, conditions and provisions contained therein:
Parties: City of Post Falls and Clyde D. and Betty L. Mansfield, husband and wife
Recorded: May 20, 1997, Instrument No. 1490732
41. Annexation Agreement upon the terms, conditions and provisions contained therein:
Parties: City of Post Falls and Dilley Amusements, Inc.
Recorded: May 20, 1997, Instrument No. 1490728
42. Easement granted to The Washington Water Power Company, recorded April 4, 1979 as Instrument No. 748289.

43. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded March 16, 1994 , in Book Book 14 of Surveys, page 162, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
44. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded May 23, 2003 , in Book 22 of Surveys, page 73, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
45. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.
46. Covenants, conditions and restrictions on the recorded plat of said subdivision but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
47. Reciprocal Easement Agreement with Covenants, Conditions and Restrictions Affecting Land, recorded September 7, 2005 as Instrument No. 1978158.

First Amendment to Reciprocal Easement Agreement, recorded June 24, 2008 as Instrument No. 2165645000.

First Amendment recorded June 24, 2008 as Instrument No. 21656450000.
48. Grant of Easement to the City of Post Falls recorded November 17, 2005 as Instrument No. 1995643.
49. Right of Way Easement to Avista Corporation recorded August 14, 2006 as Instrument No. 2049117000.
50. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded January 17, 2006, as Instrument Number 2007754, Book 24 of Surveys, Page 99., but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
51. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 24, 2014, as Instrument Number 2478530000, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
52. Mechanics lien.
Claimant: AAA Cabinets
Amount: \$ 8,927.88
For: Fab Install Corian Countertops with undermount sinks and freestanding backsplash
Recorded: January 27, 2015, as Instrument No. 2484643000.

Said Lien was re-recorded to add parcel number on January 27, 2015 as Instrument No. 2484646000

53. Mechanics lien.
Claimant: AAA Cabinets & Millwork, Inc., a Washington corporation
Amount: \$ 72,069.02
For: Real property and fixtures, including the cabinetry and carpentry materials and equipment
Recorded: February 3, 2015, as Instrument No. 2485445000.
54. Mechanics lien.
Claimant: Specialty Construction Systems LTD c/o Judimaryjo Inc., DBA Liendata USA
Amount: \$ 67,300.43
For: INT Metal Framing, Paint, Wallboard & D/W
Recorded: March 20, 2015, as Instrument No. 2490692000.
55. Mechanics lien.
Claimant: Precision Electric
Amount: \$ 64,670.00
For: Electric Material and Labor
Recorded: March 27, 2015, as Instrument No. 2491511000.

THE FOLLOWING EXCEPTIONS AFFECT PARCELS I, II, III AND IV:

56. The following matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by an ALTA/ACSM survey made by Scott M. Razor on June 19, 2008, designated Job No. 08-032.
 - a. Encroachment of Building No. 1 on to a 20 foot wide Water Main Easement.
 - b. Encroachment of Building Nos. 1 and 2 on to an Underground Gasline.
57. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.
58. Deed of Trust dated October 30, 2012, to secure an original indebtedness of \$3,050,000.00, and any other amounts and/or obligations secured thereby
Recorded: November 1, 2012, as Instrument No. 2382328000
Grantor: 41 & Mullan Investments, LLC, an Idaho limited liability company
Trustee: North Idaho Title Insurance, Inc.
Beneficiary: Numerica Credit Union
59. Assignment of rents to secure payment of the indebtedness shown as paragraph herein, and upon the terms and conditions therein.
Recorded: November 1, 2012, as Instrument No. 2382329000
Assignor: 41 & Mullan Investments, LLC, an Idaho limited liability company
Assignee: Numerica Credit Union.
60. Financing Statement
Recorded: November 1, 2012, as Instrument No. 2382330000
Debtor: 41 & Mullan Investments, LLC, an Idaho limited liability company
Secured Party: Numerica Credit Union.

INFORMATIONAL NOTES

- A. As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or a part of the subject property, which have been recorded within the last 24 months: None
- B. **In addition to standard County recording fees, an electronic filing fee of \$4.50 per document may be charged.**
- C. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.
- D. Pursuant to the State of Idaho Insurance Regulations: A cancellation fee will be charged on all cancelled orders, unless notified to the contrary, all orders shall be cancelled and a billing sent within 6 months of the effective date on the commitment.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

ROSS POINT WATER DISTRICT

November 18, 2021

TO: Bill Melvin, P.E.
City Engineer, City of Post Falls
408 Spokane Street
Post Falls ID 83854

RE: RIVER CITY CENTER UNDEVELOPED PROPERTY

Dear Mr. Melvin:

Ross Point Water District will service water to the undeveloped property of River City Center. We will need to review the completed construction plans before we can give final approval of the water system.

Ross Point Water District will provide water service to the River City Center Undeveloped property, conditioned upon the developer completing off-site improvements, if any.

Additional requirements include:

1. Annexation of the subdivision into the Ross Point Water District service area, if applicable.
2. Satisfactory completion and dedication of approved on-site and off-site water system improvements.
3. Payment of all applicable fees and charges.
4. Compliance with all Ross Point Water District policies, rules and regulations.
5. Transfer of all water rights associated with project property, if applicable.

If work on the project is not begun within one year this "Will Serve" letter becomes void.

If you have any questions regarding this matter please call.

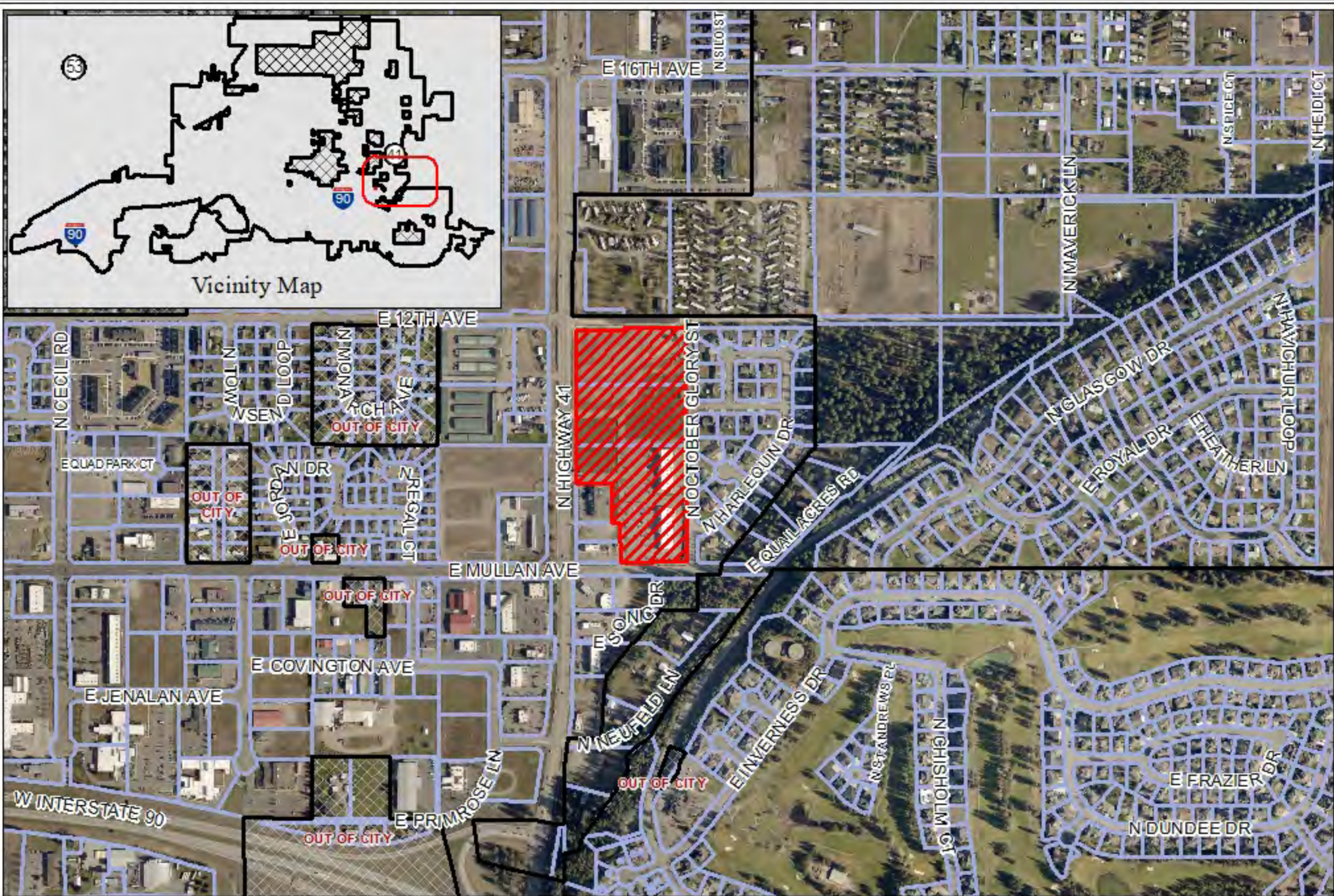
Sincerely,



Christine Waller
Ross Point Water District




Cc: Ray Kimball, Whipple Consulting Engineers, Inc.
Idaho Department of Quality
Panhandle Health District
Eric Olsen, Olsen Engineering



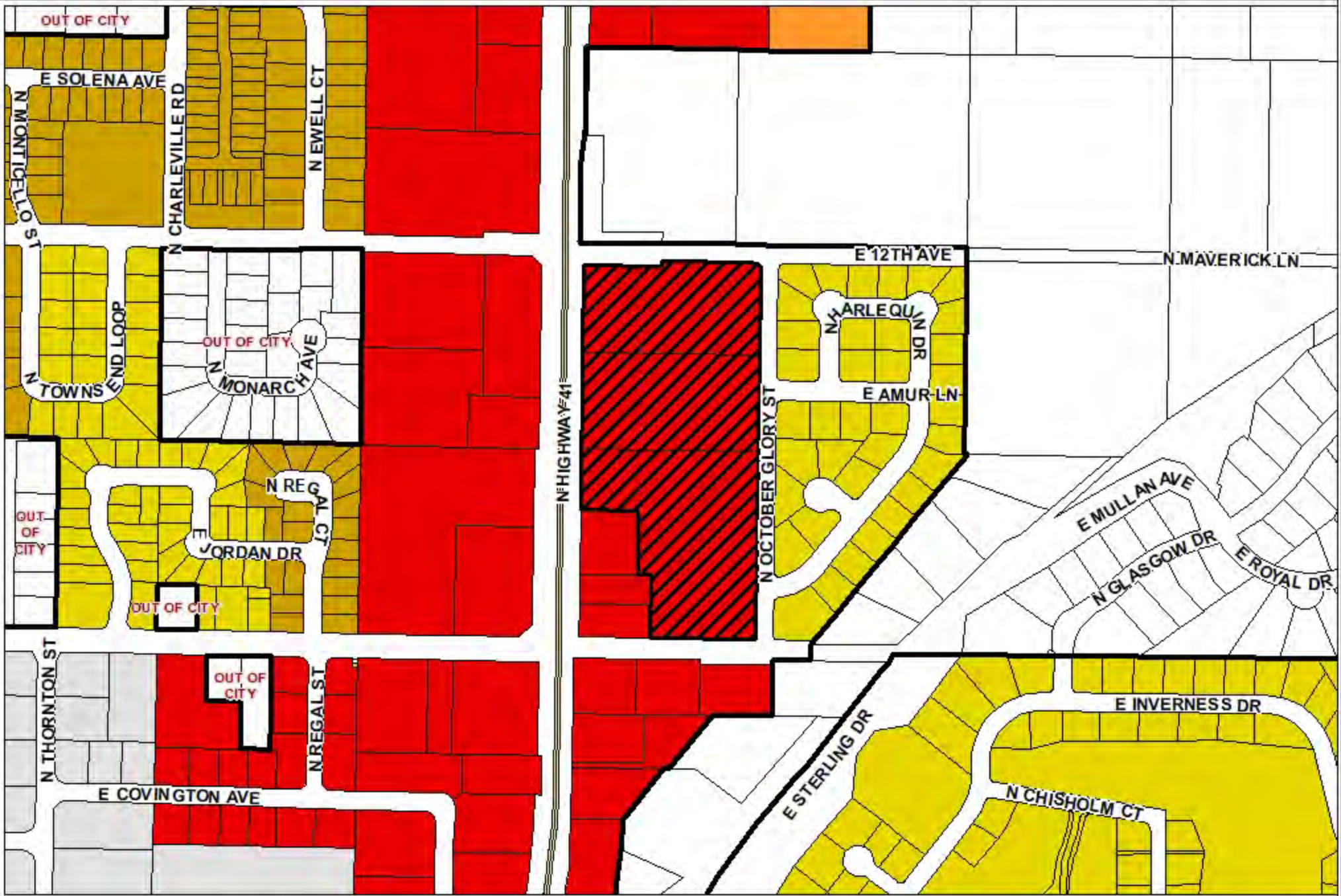


Project Location
 RIVER CITY CENTER SUBDIVISION
 File # SUBD-0020-2021



-  Subject Site
-  City Boundary
-  Tax Parcels





Zoning Map
 RIVER CITY CENTER SUBDIVISION
 File # SUBD-0020-2021



- City Boundary
- Subject Site
- CCS
- R-1
- R-2
- R-3

Exhibit S-2



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

January 7th, 2022

Amber Blanchette
Planning Specialist
ablanchette@postfallsidaho.org

Re: River City Center Subdivision File No. SUBD-0020-2021

The Police Department has reviewed the above listed subdivision plan and will remain Neutral on this request. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

January 12, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

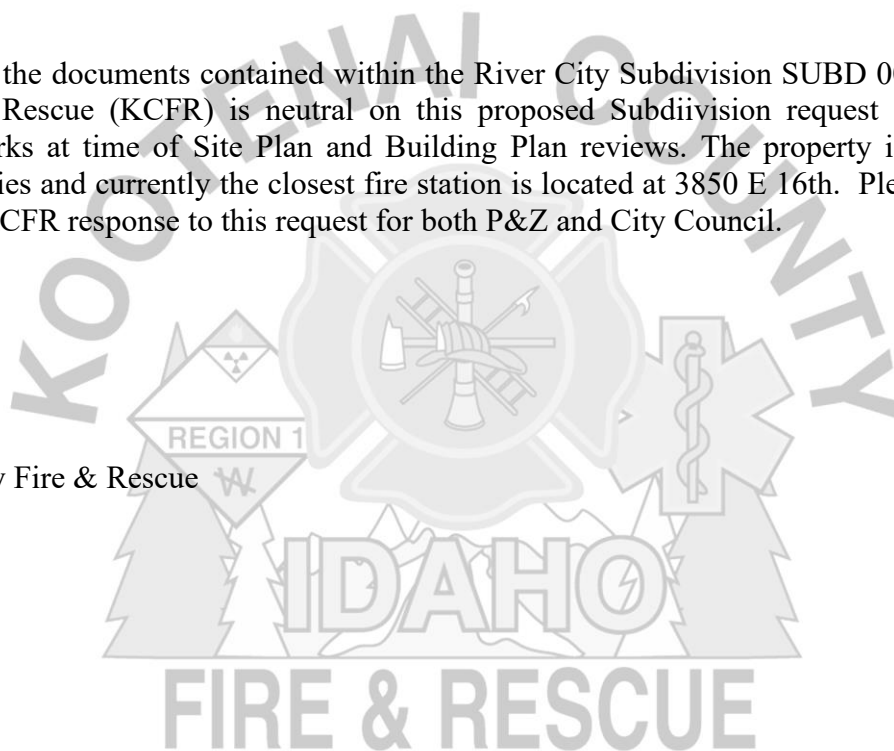
RE: River City Subdivision SUBD-0020-2021

Amber,

I have reviewed the documents contained within the River City Subdivision SUBD 0020-2021. Kootenai County Fire & Rescue (KCFR) is neutral on this proposed Subdiivision request and will make any applicable remarks at time of Site Plan and Building Plan reviews. The property is within the KCFR District boundaries and currently the closest fire station is located at 3850 E 16th. Please allow this letter to serve as the KCFR response to this request for both P&Z and City Council.

Cordially,

Jeryl Archer II
Kootenai County Fire & Rescue
Fire Marshal



Amber Blanchette

From: jonie@postfallshd.com
Sent: Monday, January 17, 2022 12:28 PM
To: Amber Blanchette
Subject: RE: River City Center Subdivision File No. SUBD-0020-2021

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PFHD has no comment

Jonie Anderson
Administrative Assistant 1
Post Falls Highway District
p 208.765.3717
f 208.765.0493
contactus@postfallshd.com

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Friday, January 7, 2022 9:21 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfallsidaho.org>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erika Auger <eauger@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah_lopez@tracacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lindsay Spencer <lindsay@eastgreenacres.org>; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatel.com>; Naomi Tierney <ntierney@postfallsidaho.org>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <prestonh@postfallsidaho.org>; Rob Palus <rpalus@postfallsidaho.org>; Robert Seale <rseale@postfallsidaho.org>; Robin Bekkedahl <robin.bekkedahl@avistacorp.com>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon

Howard <showard@postfallsidaho.org>; Shelly Enderud <SEnderud@postfallsidaho.org>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <sherman@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfallsidaho.org>; Thomas Gwin <thomas.gwin@twcable.com>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfallsidaho.org>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>
Cc: Joe Malloy <jmalloy@postfallsidaho.org>; Josh Walker <jwalker@postfallsidaho.org>; Kenny Shove <kshove@postfallsidaho.org>; Kerri Thoreson <kerrit@postfallsidaho.org>; Lynn Borders <lborders1@frontier.com>; Ron Jacobson <rjacobson@postfallsidaho.org>; Nathan Ziegler <nziegler@postfallsidaho.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward <staciescakes@yahoo.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Ryan Davis <rldavis208@gmail.com>; Vicky Jo Carey <vjcarey@aol.com>
Subject: River City Center Subdivision File No. SUBD-0020-2021

Good morning,

Attached is the notice to jurisdiction for the named subdivision, for Planning and Zoning on January 26th. The draft staff report will be on the city's website shortly.

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfallsidaho.org



Fear is an illusion, ready to be overcome...