



**PLANNING & ZONING COMMISSION
SPECIAL MEETING AGENDA**

**May 25, 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:

- NATIONAL SENIOR HEALTH AND FITNESS DAY
- NATIONAL MISSING CHILDREN'S DAY

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 – May 10, 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. 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.

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. **Zoning Recommendation** for Barnum's Addition Zone Change File No. ZC-22-3 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council for a zone change from Single-Family Residential (R1) to Medium Density Residential (R2) of approximately .54 acres.
- B. **Zoning Recommendation** for The Pointe Zone Change File No. ANN-0001-2022 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council for a zone change from Industrial (I) to Community Commercial Mixed (CCM) of approximately 54.1 acres.
- C. **Zoning Recommendation** for Ashford Place Annexation and **Review Requested** for Ashford Place Subdivision File No(s). ANN-22-5/SUBD-22-7 – Ethan Porter, Associate Planner, to present a request for a recommendation to City Council for a zoning designation of Single-Family Residential (R1) upon annexation of approximately 12.34 acres, with a density cap of 2.70 units per acre. Additionally, a subdivision review request of 33 lots.

D. **Zoning Recommendation** for School District Zone Change File No. ZC-22-4 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council for a zone change from Single-Family Residential (R1) to Public Reserve (PR) of approximately 3 school sites.

5. ADMINISTRATIVE / STAFF REPORTS

6. COMMISSION COMMENT

7. ADJOURNMENT

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



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MEETING MINUTES**

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PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Carey, Hampe, Steffensen, Davis, Ward - Present
Kimball and Schlotthauer – Excused

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- Mental Health Awareness Week, Jon Manley - National Mental Health Awareness Week is an annual event, which provides an opportunity for the whole of the world to focus on achieving good mental health. The Mental Health Foundation in the U.K. started the event 21 years ago. A couple of years down the line, World Mental Health Day was observed for the first time on October 10, 1992. It was started as an annual activity of the World Federation for Mental Health by the then Deputy Secretary-General Richard Hunter. The day is officially commemorated every year on October 10.
- Salvation Army Week, Jon Manley - In 1954, the week of November 18 until December 4 was declared by the United States Congress and proclaimed by President Dwight D. Eisenhower to be the first National Salvation Army Week (now recognized in May), as a reminder to Americans to give freely. Today, the Salvation Army is at work in 132 countries around the world. Just in the U.S., in 2020, the organization provided more than 155 million meals between March and September alone, 1.6 million nights of shelter, 6.6 million food boxes, and emotional and spiritual

care to 857,000 people. With more than 7,500 centers of operation in the U.S., the Salvation Army is uniquely positioned to meet needs in Jesus' name, without discrimination — wherever it exists. This past year they were able to serve 14,171 individuals; they gave out 14,021 items of clothing; served 10,765 meals to the hungry; gave out 9,234 Christmas gifts; gave out 1,352 emergency food baskets to the hungry and had the help of volunteers whose hours came to 8,529.

- Shrimp Day
- Regional Housing and Growth Issues Partnership, Housing Availability and Affordability Study – Kiki Miller, to present – The partnership was formed in 2021 with non-funded volunteer collaboration. Working group/Advisory Group – 40+ organizations are represented the rosters are online at www.rhgip.com. The goal is to have permanent, fully funded housing management organization. There were 3,700 responses through the poll the number one concern is to preserve open space and to prioritize a working group with ongoing polling. The current goal is for home ownership to be achievable for the residents of Kootenai County, and to build and retain housing inventory for local workers. The partnership roles are to provide resources/factual answers, data-supported solutions, framework for implementation, education: what is/is not possible, and to work together on regional issues. Our progress so far Housing Affordability & Availability Study; Assessed Local Worker Housing Needs, Subcommittees: open space, schools, land acquisition and more, outreach via Advisory Group, website, social media, media; focus on private-sector solutions; and explore voluntary funding mechanisms and development methods that are profitable for realtors, developers and property owners and provide local worker housing. The middle-income households are currently at a crossroad; they have good jobs however can't afford to live here, wondering if they should rent or move and if there is even a future here for them anymore. Only way for them to qualify for low-income housing is if they quit their jobs. Home ownership creates a stabilizing effect on communities and housing affordability and smart growth can go hand in hand and still preserve the flavor of our community. The government can't fix the issue, however, can support creative housing solutions. You can go online and read the Housing Availability and Affordability Study for Kootenai County. (www.rhgip.com). In 2016 75% of the community could afford housing in Kootenai County and in 2021 about 76% of the community cannot afford housing as the median home price went from \$250,000 to \$500,000 and rising. To afford the median cost of housing prices today you would need an annual salary of \$100,000; our median income is \$65,500, which is the salary of a fire chief. We currently have limited inventory available under \$500,000 many of what is under trailers on leased land. We currently have a 2,353-housing unit deficit and this number continues to grow. We can't control the demand, nor can we control who occupies them. We can strategically increase the supply with different housing produce. Panhandle Affordable Housing Alliance purchased land for affordable housing by using a two-tier sale, using part cash and the rest with tax-deductible donations. Property owners and developers can opt in for voluntary deed restrictions to provide quality homes for locals that have lived in the area for 2+ years; workers, seniors, and disabled residents 60-120% AMI; also provide a variety of housing types. Currently we have 2,700 unfilled jobs because people can't find housing: experiencing \$220 million GRP loss and \$159 million in lost wages. Currently do not have new businesses and companies are closing and relocating. The consequences of failing to address the issues are as follows: residents being displaced, unaffordable for newest generation, decreased quality of life and large economic

impacts. We must start now as we are going to experience a housing correction however, we will not return to historic home prices or the availability, we need partnership building foundation, options are available now, requires multiple solutions over multiple years. You can find the solutions tool kit on the www.rhgip.com website along with weekly updates. Citizens can volunteer, assist with research, share FAQs, and support solution-oriented discussions. County and Cities can help by reviewing their ordinances, support PUDs, co-ops, occupancy-restricted projects that address local worker housing, zoning changes/annexations when (or only if) local worker housing goals are incorporated, infill/pocket housing in appropriate areas, review short-term rental ordinances, and consider first right of refusal purchases, provide different product types to aid in affordable housing.

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ACTION ITEMS:

- a. Minutes – April 12, 2022, Planning and Zoning Commission Meeting
- b. Reasoned Decision – Stone’s Throw Subdivision File No. SUBD-0006-2022
- c. Reasoned Decision – Wellsprings Addition Subdivision File No. SUBD-0001-2022
- d. Zoning Recommendation – Wellsprings Annexation File No. ANNEX-0001-2022
- e. Zoning Recommendation – Morris Annexation File No. ANNEX-0013-2021

Motion to approve as presented by Steffensen

2nd by Hampe

**Vote Hampe – Yes; Ward – Abstain, Davis – Yes; Carey – Yes; Steffensen - Yes
Moved**

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ACTION ITEMS:

- A. **Zoning Recommendation** for Jacklin-Prairie Annexation File No. ANNX-0012-2021 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council for a zoning designation of Community Commercial Mixed (CCM) upon annexation of approximately 89 acres. – The requested action is to recommend CCM zoning in support of an approximate 89 acres annexation request into the City of Post Falls. With a CCM zone a Development Agreement is required, they are proposing no residential within the DA and there will be approximately an 11-acre K-12 School Site. Permitted and specially permitted uses in the CCM zone are listed in the land use table in Section 18.20.030 of this title. Multi-family residential uses may not exceed fifty percent (50%) of the total development site. Multi-Family uses that are incorporated into vertical mixed-use buildings are excluded from this calculation. There is a height restriction of 105 feet; the height limit may be exceeded by a special use permit for medical, hospitality, and vertical mixed-use buildings. The project is located to the north of Prairie and between the future N. Zorros and N. Fennecus roads to the east of Highway 41 across from the Foxtail development and just adjacent to the future Prairie Crossing commercial development. Current land use is agricultural land in the county and there are no significant topology or vegetation matters, and it is over the Rathdrum Aquifer. Ross Point Water District provided a will serve letter for water services and the City of Post Falls would provide sewer services.

Zone Change Criteria:

- The Future Land Use designation is the transitional zone; the timing for growth is undetermined, but guidance can be located within the associated Focused Area.

Implementing zoning districts should be compatible with adjacent zones/uses and consistent with the principles within the focus area. The focus area is 41 North, focus provisions for multi-family, commercial, and tech uses near higher classified roadways; development should provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail.

- Goal 1 – Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health. Goal 3 – Maintain and improve Post Falls’ small-town scale, charm, and aesthetic beauty. Goal 5 – Keep Post Falls’ neighborhoods safe, vital, and attractive. Goal 7 – Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long-term sustainability. Goal 8 – Protect and maintain Post Falls’ natural resources including clean air, soils, river, and aquifer, and minimizing light and noise pollution citywide. Goal 12 – Maintain the City of Post Falls’ long-term fiscal health. Policy 1 – supporting land use patterns that maintain residents’ quality of life, promote well designed development, discussed the future land use mapping and compatible uses which we know to the west we have a planned commercial corner with a grocer and fitness center with more commercial pads. More to the west side of 41 it is also designated as Business/Commercial and to the east is transitional county land.
- Infrastructure and service plans and traffic patterns was outlined in detail within the staff report and Mr. Palus is here if anyone should have any questions.
- Encourage development patterns that provide suitably scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive. The future Prairie Trail will run through the project and but up against the future school site. With development there will be pedestrian and street connections. Encourage the development of off-corridor access and circulation for commercial and mixed-use areas abutting limited-access arterials. This maybe address with the extension of Zorros and Fennecus Rd.
- Prairie Ave is a higher road classification.
- Earlier 2000’s this would appear to be out in the middle of no-where, however, today with the applications and new construction in this area I would say this criteria isn’t applicable.
- Industrial isn’t being asked therefore it isn’t applicable.

All agencies have been notified and Kootenai Fire continues to say they are in partnership with the city and will provide comments through the permitting and subdivision process. Post Falls Police Department remains neutral, Post Falls Highway District requests the rights of way dedication be 60’ minimum from centerline on Prairie Ave. and the Department of Environmental Quality has no impact comments currently.

Hampe – The agreement to not build any residential is not in the Development Agreement, or did I miss it?

Manley – Ultimately that is what will be delivered to Council, and they will make the decision for the Annexation based on that.

Hampe – So if it isn’t in there now it will be.

Manley – You can condition a motion forward to include it.

Hampe – I could have missed it however, I just wanted to be clear.

Manley – You can always add conditions to the Development Agreement that will be added prior to Council.

Steffensen – 105 feet, by comparison how tall are we looking at?

Manley – On a multi-story each one is probably about 10 feet.

Steffensen – So, it could be a 10-story building.

Manley – I would guess more around 8 because of the pitched roof etc.

Herrington – Article 5.2 in the Development Agreement, Owner agrees not to construct any residential land uses on the property.

Hampe – The city does not warrant the sanitary sewer capacity will be available at time the owner requests connection to the sanitary sewer system. What exactly does that mean?

Palus – That is somewhat of a boiler plate statement and applies to any project that comes before us in an annexation. If it was built today, we would have capacity to handle what they are proposing to do however if they don't develop for a few years, we do not have control over everything else going on in the city. We do know there are some limitations at the 12th Ave lift station. The city is scheduled to build those necessary improvements in 2025. We have capacity to support the developments along Highway 41 and what is being proposed tonight however, there is never a guarantee.

Applicant – Rand Wichman Planning – The proposal is next to the old Jacklin Farm, majority of the land to the east, west, and northwest of the proposal is owned by Jacklin. This is within the transitional area We view this area the transition between the heavier commercial uses and lighter residential uses which is why the CCM zoning is being requested. It allows for the uses we envision at this site, prohibits the most intensive commercial uses allowed by CCS and proposed prohibition on residential uses in the Development Agreement due to community concerns. Because how long it took us to get into the process of this annexation we lost an interested user, we are hopeful to gain interest from a similar user again once we are done with the processes. Therefore, we proposed no residential uses, and we feel this development can be successful without residential uses. The comparison between the CCM and CCS are extensive and go beyond what I have. The uses allowed in CCS but not in CCM are Hotels/Motels, destination shopping centers, auto/RV/manufactured home/boat dealerships, big box commercial, lumber yard/building materials, many auto related services, and industrial and manufacturing uses. There is a school site on 11-acres which is another reason why we are interested in moving forward with this annexation. There are well along with their site-plan it will be a public charter school. There will be great access off Fennecus, north and south and the Prairie Trail, east to west. The Development Agreement has mostly standard requirements there are specific provisions related to wastewater and numerous easement and right-of-way dedications. We do have the restriction on residential development and the construction of the Prairie Trail from Prairie Ave. to Highway 41 will be developed, approximately .9 miles. The road network might be laid out differently than what is shown, for example, from Prairie to the school site Fennecus may curve to preserve the existing trees in that area. There will also be internal connections that are not designed yet, Fennecus and Zorros will connect north and south. We believe this request meets the approval criteria and the "Transitional" use within the Future Land Use Map. Implements the plans that have been created for this area by the city and the requested zoning has significant benefit to the city with the least amount of impact on the infrastructure and services.

Steffensen – If this is approved, what is your timing for buildout?

Wichman – I am unsure of the entire buildout schedule how ever we will commence on the construction improvements and subdividing as soon as possible. The school is red hot to get going and we need to support them. We will work towards getting the first phase done as quickly as possible. The school wanted to build last fall so we will work diligently to support their efforts.

Steffensen – In a CCM zone you can build up to 105 feet which is a big building out on the Prairie. Are you planning on something that big?

Wichman – No, longer answer with the proposal of no residential, I don't think it makes sense to build up that high. If it is a concern, we will not object to a height restriction to something you would find in a CCS zone being added to the Development Agreement.

Manley – Quick correction on the allowed/not allowed uses, there is an issue with the land use table as it has many columns, we think there is a miss read between the Residential Mixed and the Community Commercial Mixed zones. Some uses allowed in CCS and not CCM would be a racetrack, slaughterhouse, glass manufacturing, etc. generally most uses within the CCS can be within the CCM as well either by printed outright or by a Special Use Permit.

Testimony:

In Favor - *read by Davis* - Wade Jacklin – Great use of land to provide commercial and retail services for folks living in Rathdrum and Post Falls. Helps eliminate traffic with services that are closer and more accessible to many area residents. More job opportunities for locals. **Shawn Howell** – In favor of this annexation and the school that is involved. Policy 10. **Nancy Spencer** – I want this annexation to go forward. **Shannon Stucki** – Jacklin Prairie Annex is consistent with goals 1, 3, 5, 7, and 11 and policies 2, 3, 4, 10, 25, 87, and 102 found in the Comprehensive Plan of Post Falls. This school will bring prosperity while improving the small town feel and promoting pride in this city. Pedestrian friendly zones will be added to this area because of this school. The location will be accessible via the bike path which contributes to several policies and goals of this city. **Heather Clute** – We need a school for parents who value classical education. Our kids currently homeschool, and this school would help our family immensely. The location is ideal and beautifully designed. It is very centrally located for many people around Kootenai County. Please allow the annexation. **Damon Clute** - We need other options than traditional public schools. This public school teaches values that more align with mine.

In Favor wishing to speak –

Ed Kaitz – I am the board chair for the proposed Kootenai Classical Academy. We started in 2018 to get the school chartered through the state and were approved in December. The Hillsdale College in Michigan started these schools in 2012 to bring back classical education to kids. To help the students develop their minds as well as their moral virtues. I believe there are 26 schools across the country. We have 1200 kids on our interest list already this is a great opportunity for Post Falls. Coeur d'Alene and Rathdrum both have Public Charter Schools which are free education, it is the same education one would get at Gonzaga Prep for free. The testing level is at a college level however, we don't teach towards the test we teach the value and love of education. It has been difficult to find property here and we have a red-hot timeline. We need a year to develop the school and we plan to open in the fall of 2023 as a K-8 to start. We do feel it supports the goals and policies as well especially 11 with the civic and arts as we have a wonderful community outreach. The Prairie Trail will be a wonderful opportunity for kids to

be able to ride their bikes to school. We need more schools in this area majority of them are at or exceeding capacity.

Michael Burgess – I speak on behalf of Kootenai Classical Academy Founders Board, of which I am a director. We are in favor of this plan going forward. The zoning of the Jacklin Commercial acreage is compatible with the school. The feeling of community will be grown and preserved. The growth is beneficial it adds an ideal education opportunity, and this testimony particularly speaks to goal 11, policy 102 and policy 10.

Gary Retter – I am the owner/operator of the Peak Health and Wellness centers. They are full-service clubs and our current location in Post Falls is by Super One. Our new location will be in the Prairie shopping center adjacent to the proposal tonight. I am in favor of this proposal as it will compliment the Prairie shopping center site, we selected this site because of Highway 41 and Prairie as it will become a regional hub. This development will alleviate allot of the traffic issues our area currently has.

Roalene Sgantas – I own a small tax service here and I am in favor because I love Hillsdale, the curriculum is fantastic. My 11-year-old adopted son is currently enrolled in Treaty Rock and I am excited he was accepted into the Charter CDA Academy as he isn't being challenged in the public schools. I feel we need to be patient with the things that are worth while like this school.

Samantha Steigleder – I am in favor of this request, Mr. Manley informed me of the differences between CCS and CCM and I was very appreciative of that. I am in favor of the Development Agreement that has no residential in it as I am usually up here in opposition to more high-density residential in Post Falls. Classical Education is a wonderful thing and my 8-year-old got excited to learn that is what this new school what because even he knows it is amazing. Whether a child is advanced or not this school is the right fit for all of them. I just don't know if we can say no to that, I hope you do not say no to it.

Michael Schelstrate – This annexation on a great location whether you support private or public education will be a tremendous asset. Particularly on the Prairie arterials, bike path extension and the expansion of Highway 41.

Nina Beesley – I am on the Rathdrum Planning and Zoning Commission, so these types of things are familiar to me. As far as I could see it is consistent with the goals and policies of the comprehensive plan. This land supports community needs, Goal-7, area schools are over capacity. We get letters from the Lakeland Joint School District expressing their concerns that the impact has on their schools. 2 years ago, there was an article in the CDA Press about the school's hitting capacity, a committee developed the CDASD 2020-2030 Long Range Facilities Plan. The report found that 10 of the districts 18 schools were at or over 100% capacity. Half of the elementary schools ranged from 100%-129% capacity in 2019 and the committee predicted one facility would hit 192.7% capacity by 2030. These concerns are also affecting the high schools they are currently at 103% capacity. The proposal will provide a needed service to the community and our students.

Michael More – Wholeheartedly support the proposed annexation of the Jacklin-Prairie 89 acres for the sake of diversity within the Post Falls community. I taught at a Montana Classical school, and it was a wonderful experience.

Sarah Fisher – Our community needs a school that emphasizes well-rounded education and character and virtue development of the next generation, who will directly impact the standard of living here in North Idaho. Preserving the character and work ethic of the next generation is preserving North Idaho.

Victoria O’Sullivan – My husband’s family has been in the area for 30 years and he was part of the first graduating class for the CDA Charter School. Most Charter schools focus on academics however Kootenai Classical focus on the student, arts, sports, music, and special needs they work towards a well-rounded educational experience. I am a musician, and my son is special needs and there isn’t a school that fits for our whole family. I think it is incredible that they are trying to do it all, it is ambitious. I have been against 90% of the development because they fail to invest in the future and the community just seems like they just cram everything in.

Also, in Favor and doesn’t wish to speak is Duane Oliver – Post Falls needs a school badly as well as local business uses.

Neutral – None

In Opposition- Read into the record by Davis – This correspondence is in response to the Notice of Public Hearing for the Jacklin Prairie Annexation. GVD Partners, LP, as an adjacent landowner objects to the Application for the following reasons: GVD believes the Jacklin site should contain a residential component and that it is procedurally improper to apply for a zoning classification while simultaneously rejecting an intrinsic portion of the requested zoning classification. Furthermore, restricting against a residential component is wrong and goes against proper planning, as adjacent residential would help curtail overall driving miles and therefore demands on public infrastructure. In addition, it would also help provide housing for young people and other housing seekers. In summary, GVD remains steadfast in its belief that the City of Post Falls should suspend any further CCM/CCS zoning applications and/or annexations for such purposes until such time as the currently zoned CCM/CCS developments are built out and the city is able to approve zoning requests without inappropriate modifications to the zoning classification. As such, GVD is respectfully objecting to the application.

Rebuttal – Wichman – They are certainly intitled to their opinion, more importantly I want to apologize to the Commission for my error in the presentation with the differences of the CCS and CCM zones. I did misread the table. Please disregard that section of my presentation.

Steffensen – Is anyone opposed to stating no more than 45 feet for any structure? We can add a condition to the development agreement.

Davis – Obviously, the applicant is comfortable with it. Manley, it was limited to certain uses.

Manley – There was some exceptions for medical, hospitality and vertical mixed use. 45 feet for hospitality is a little limiting we found out recently with the hotel that wanted to go in down the street and a medical facility would sometimes need a higher height.

Field – The foot note does require a Special Use Permit to exceed that height.

Carey – To exceed which height?

Field – The 45’; sorry to exceed 105’ it would require a Special Use Permit.

Ward – CCS is currently 45’?

Manley – Yes

Comments:

1. Amendments to the zoning map should be in accordance with the Future Land Use Map.

Ward – Falls under the transitional.

Steffensen – 41 is being built and we are starting to see the commercial along 41 with the transition into residential for some time if the future.

2. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.

Steffensen – This was addressed numerous times in testimony for the school.

3. Zoning is assigned following consideration of such items as street classifications, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Nothing to add

4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Commission – it is right on 41 and Prairie

5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Steffensen – The agreement states there will not be residential.

6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Not applicable

Carey – If we leave as is they can build up to 105’.

Manley – The 105’ would be the cap unless they came back before you with a Special Use Permit for the medical, hospitality or vertical use buildings. Unless you add a condition for the 45’ cap.

Motion to recommend approval to City Council finding meets approval criteria in the PFMC as outlined in our deliberations and to amend the Development Agreement to include the 45’ height restriction instead of the 105’ height restriction and direct staff to prepare a Zoning Recommendation with a CCM zone -

Steffensen

2nd by Ward

Vote Hampe – Yes; Ward – Yes; Davis – Yes; Carey – Yes; Steffensen - Yes

Moved

- B. **Zoning Recommendation** for Douglass Annexation File No. ANNX-0002-2022 – Ethan Porter, Associate Planner, to present a request for a recommendation to City Council for a zoning designation of Community Commercial Services (CCS) upon annexation of approximately 9.63 acres. The requested action is to recommend Community Commercial Services (CCS) zoning to City Council on 9.63 acres as part of this annexation request. The project location is on the northwest corner of N. Zorros Rd and E. Early Dawn Ave on the east side of Highway 41 to the west of Foxtail. It is currently a large lot residential within Kootenai County and sits above the Rathdrum Prairie Aquifer. The water provider is Ross Point Water District, and the sewer is provided by the City of Post Falls. To the north, west, and south is the Community Commercial Services (CCS) zoning with the R-1 Foxtail development to the east.

Zone Change Review Criteria:

- Future Land Use Map designates this site as Business/Commercial – the implementing zoning districts include the CCS zone. The purpose of the

Business/Commercial is to provide a wide variety of general service, retail, professional office, light industrial, artisan manufacturing and mixed-uses that serve local and regional residents as well as the traveling public. Promotes mixture of moderate/high density housing types within walking distance of the city center, neighborhood center and corridor commercial uses, as well as civic uses and other amenities within Post Falls. The implementing zoning district details the breadth and types of uses that would be permitted within the Business/Commercial area. Supports a mixture of housing types and improves pedestrian connections and promotes compatibility between permitted uses including the Technology Park.

- A couple of the Goals and Policies are outlined in the staff report to name a few are Goals 5, 7 and 12 and the Policies are 7, 8 and 45.
- Streets/Traffic – Early Dawn Ave. and Zorros Rd. are both Minor Collector Roadways, which is not anticipated to have negative impacts from the proposed zone change. Water/Sewer – Ross Point Water District for water service and City of Post Falls for sewer service within the 12th Ave. Force Main Surcharge Basin.
- The proposed zone is located along a Minor Collector roadway and the zoning is in conformance with the anticipated land uses and trip generations within the City's Transportation Master Plan.
- Request for the Community Commercial Services (CCS) make this criteria not applicable as this is a higher intensity zoning located near a main commercial corridor.
- Not applicable as Industrial zoning isn't being requested.

All agencies have been notified with the Kootenai County Fire and Rescue stated they will comment during the review and permitting process with Post Falls Police Department and Post Falls Highway District remaining neutral.

Steffensen – What would the buffer requirements be for the east side along Foxtail?

Porter – There wouldn't be a buffer as Zorros Rd. would be acting as the buffer.

Steffensen – What is that in feet?

Palus – Zorros is a Minor Collector Roadway the standard right-of-way width for that is 80', Foxtail is providing their right-of-way plus a 5-10' wide tract for a green strip along that side.

Carey – Is Zorros complete along this property already?

Palus – A portion has been completed by the Foxtail Subdivision and will continue to be developed with Foxtail and on the west side of Zorros that will be developed as development comes.

Hampe – Can you explain how much of it has been developed?

Palus – We require the roadway to be developed from centerline plus 10' or a minimum of 28' of roadway. This allows it to be always usable for two-way traffic.

Applicant – Ray Kimball, Whipple Consulting Engineers – It is a little infill pocket and is surrounded by the city. The subject site is within the Business/Commercial designation of the Future Land Use Map. The surrounding zoning is CCS to the north, west, and south this would just fill in the whole. Zorros and Early Dawn are both Minor Collectors and Poleline and Hope are Major Collectors and Highway 41 to the west being a Principal Arterial. The road plus street trees along the east will act as a buffer between this request and the Foxtail Development, the typical buffer would be about 25' we are gaining an 80' buffer. The City of Post Falls has a Transportation Master Plan so that development can pay for itself, development is how our roadways get improvements that are needed plus

at time of permit development also pays for the Impact Fees. This proposal is in conformance with the Goals and Policies of the Comprehensive Plan which was talked about in-depth within the staff report.

Hampe – Is there any construction going on currently nearby? I know what is to the east and it is developed.

Kimball – There is current construction on the south and no current construction to the north or west.

Ward – There are apartments between Early Dawn and Poleline.

Kimball – Correct.

Testimony-

In Favor – None

Neutral – None

In Opposition – None

Steffensen – To confirm, they would need a Special Use Permit if they wanted apartments, correct?

Manley - Correct

Comments-

1. Amendments to the zoning map should be in accordance with the Future Land Use Map.

Steffensen – It is infill right in the middle of other commercial.

Field – It would be good to go into more detail on how it was covered. Even just mentioning what the Future Land Use Map says.

Hampe – It is infill and is consistent with what is there.

Carey – This is commercial within the Future Land Map.

Field – I guess I want you to explain what the Future Land Use Map says and how this zone fits in with it.

Steffensen – Its Business/Commercial and it could be a variety of zoning including CCS. This is an infill pocket and CCS would match what the Land Use Map would allow.

2. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.

Hampe – They encourage annexations with county islands and that is what we would be doing with a consistent zoning designation.

3. Zoning is assigned following consideration of such items as street classifications, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Steffensen – In both presentations this type of zoning is perfect for the Highway 41 corridor and to complete the improvements of the roadways and the infrastructure in the area.

4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Hampe – I think Ray covered it.

Steffensen – This is commercial, right in that zone along bigger roads like Highway 41.

5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
****Not Applicable****
6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.
****Not applicable****

Motion to recommend approval to City Council finding meets approval criteria in the PFMC as outlined in our deliberation and direct staff to prepare a Zoning Recommendation with a CCS zone - Carey

2nd by Hampe

**Vote Steffensen – Yes; Carey – Yes; Davis – Yes; Ward – Yes; Hampe - Yes
Moved**

Manley – As a note, we have new design standards for commercial uses such as screening requirements, etc.

7. **Zoning Recommendation** for Mongeau Meadows Annexation and **Review Requested** for Mongeau Meadows Subdivision File No(s). ANNX-0003-2022/SUBD-0003-2022 – Ethan Porter, Associate Planner, to present a request for a recommendation to City Council for a zoning designation of Single-Family Residential (R1) upon annexation of approximately 3.91 acres. Additionally, a subdivision review request of 17 lots. The requested actions are to provide recommendation to City Council for the zoning designations of Single-Family Residential (R-1) on approximately 3.91 acres. Additionally, an approval to subdivide approximately 3.91 acres into 17 lots, contingent on Planning and Zoning recommendation of the zoning designation and annexation approval from City Council. The project location is just south of 16th Ave to the east of N. Quail Run Blvd. and to the west of N. Syringa St. It is currently a large lot residential within Kootenai County and is over the Rathdrum Prairie Aquifer. The water and sewer will be provided by the City of Post Falls. To the north is Single-Family Residential (R-1) zoning, to the west, east, and south is all residential lots within the county.

Zone Change Review Criteria:

- The Future Land Use Map designates this site as Low-density residential with the R1 zoning called out in the Implementing zoning districts. Central Island focus area promotes infill development in this context area and prioritize annexation opportunities.
- It is consistent with the Goals and Policies found in the Comprehensive Plan, they are identified within the staff report a couple of the main goals are 5, 7, and 12 and some of the main policies are 1, 2, 8, and 15.
- 16th Ave. is a Major Collector and can accommodate 4k-12k vehicles per day, which projected volumes for 2035 along this roadway would accommodate. Over the Rathdrum Prairie Aquifer and the proposed zoning is compatible with the land uses anticipated within the City's Master Plans.
- Not Applicable as they are not requesting commercial or high-density.

- Annexation proposed is not near higher intensity urban activities, which would primarily be along Highway 41, Mullan Ave., Seltice Way, and some along Spokane St.
- Industrial is not being requested so this criteria is not applicable.

The subdivision layout is with Mongeau Street going north and south and Healy Ave being a connection street to the south of the subdivision for future development. Staff reviewed and the layout meets the requirements for Titles 17 and 18.

Subdivision Review Criteria:

- Water will be provided by the City of Post Falls
- The City of Post Falls has adequate capacity to provide service to the subdivision as proposed and it is in conformance with the City's Water Reclamation Master Plan.
- The subdivision should not have a negative impact on the local transportation system. Direct access from residential lots onto 16th Ave. will be prohibited (Condition 8)
- The site is located of the Rathdrum Prairie Aquifer. There are no known soil or topographical conditions which have been identified as presenting hazards.
- Subdivision approval is contingent upon the annexation approval from City Council. The subdivision and proposed lots conform to the requirements of Title 17(Subdivisions) and Title 18(Zoning).
- 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, multi-modal pathways, City water and water reclamations facilities.

All agencies have been notified with Kootenai County Fire and Rescue reserves comments for the permitting process with the Post Falls Police Department remaining neutral. Post Falls Highway District requests the City to annex all right-of-way on 16th. Ave. from Syringa St. to the west property line of parcel 0-6360-35-039-AC and the Department of Environmental Quality had general comments pertaining to the time of construction.

Carey – I have a question on the layout, 16th Ave can be accessed, and Healy is dead-end?

Porter – Correct, the Healy is for future connections.

Hampe – What is the minimum square footage within an R1 currently?

Porter – 6500 square feet for the lot size.

Hampe – All of them are 6500?

Manley – Looks like lot 8 might be the smallest.

Carey – Most of them are 7,000 or close to.

Applicant – Ray Kimball, Whipple Consulting Engineers – This is the Central Island within the City of Post Falls was a big focus area to encourage annexation and development. This area is hard to bring new development because there are already so many smaller parcels as you can see to the east, American Dr. Subdivision plus further east, E. Velora are all smaller lots, all of these are on septic. Across 16th is a phase of Signing Hills, or Windsong which is a single-family subdivision much like the one being presented tonight. This is compatible with the street classification; 16th is a Major Collector with a local street being created to connect north and south and to the west. This proposal is about ½ mile away from commercial zoning. It is consistent with the Future Land Use Map as low density residential and meets many of the goals and

policies found within the Comprehensive Plan. There are 17 lots with the smallest being 6503, lot 8 with an average lot size being 7,203 square feet. The existing house will be demolished the property to the east is the St. Vincent DePaul Apartments and to the west is a large lot single family home with the smaller single-family homes to the southeast of the proposed project. The city has the ability and capacity to serve water and sewer to the property. The right-of-way will be dedicated for 16th Ave to City standards and provisions have been made to adequately provide connectivity to adjacent properties. There are no known hazards or topographical conditions that are incompatible and meets all the requirements of the R-1 zoning.

Hampe – What is directly to the east of it?

Kimball – It is the St. Vincent DePaul apartments that have been there for years. I think it is 8 or 12 plex.

Ward – All the ones that are on American Dr are on septic?

Kimball – That’s my understanding. Palus says they are septic.

Testimony:

In Favor – Dylan Oliver not wishing to speak and Michael Stegmann not wishing to speak.

Neutral – None

In Opposition – None

Comments:

1. Amendments to the zoning map should be in accordance with the Future Land Use Map.
Carey – It does that, they are asking for R1, and the Future Land Use is low density.
Steffensen – That area if it is in the city is R1.
2. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.
Carey – Our goal is to promote infill, which this is doing.
3. Zoning is assigned following consideration of such items as street classifications, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
Steffensen – This will start to build out the larger infill area and provide connection with the infrastructure.
4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
****Not applicable****
5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
Steffensen – This is lower density and is away from the larger roads in the area.
6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.
****Not applicable****

Motion to recommend approval to City Council finding meets approval criteria in the PFMC as outlined in our deliberation and direct staff to prepare a Zoning Recommendation with a R1 zone - Hampe

2nd by Steffensen

**Vote Hampe – Yes; Ward – Yes; Davis – Yes; Carey – Yes; Steffensen - Yes
Moved**

1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivisions proposed.
Commission – there is water available
2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.
Commission – there is sewer available
3. Proposed streets are consistent with the transportation element of the comprehensive plan.
Steffensen – 16th is a Major Collector then the neighborhood streets within the development.
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 area are compatible with such conditions.
Commission – nothing was noted and DEQ will do their part further down the road.
5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.
Hampe – The request is R1 and R1 is across the street.
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 – Impact Fees will be collected and used for future growth.
Carey – The street connections are also a cost to the developer as they will be constructing the new and making improvements along 16th.

Motion to approve finding it meets the approval criteria in the PFMC as outlined in our deliberation subject to conditions 1-10 contained in the staff report and direct staff to prepare a written Reasoned Decision with R-1 zoning. conditioned upon approval of the annexation by Carey

2nd by Hampe

**Vote Steffensen – Yes; Carey – Yes; Davis – Yes; Ward – Yes; Hampe - Yes
Moved**

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

Hampe – Thank you for the shrimp
Ward – The trash is being picked up.

7. ADJOURMENT 8:10PM

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

Date: _____

Chair: _____

Attest: _____

**CITY OF POST FALLS
STAFF REPORT**

DATE: May 20, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: JON MANLEY, PLANNING MANAGER • jmanley@postfallsidaho.org • 208-457-3344

SUBJECT: DRAFT STAFF REPORT FOR THE May 25, 2022, P&Z COMMISSION MEETING
BARNUM ZONE CHANGE: File No. ZC-22-3

INTRODUCTION:

Gordon Dobler, of Dobler Engineering is requesting, on behalf of Robert Wilhelm, the property owner, approval to rezone approximately .55-acres from Single Family Residential (R-1) within the City of Post Falls to the requested of Medium Density Residential (R-2) zoning. There is currently a pre-existing nonconforming duplex on this site and this request would create the existing site to be legal conforming with zoning code. The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning change request per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action. The approval criteria for establishing zoning are:

- A. Amendments to the zoning map should be in accordance with the Future Land Use Map.
- B. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.
- C. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
- D. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
- E. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
- F. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

PROJECT INFORMATION:

Project Name / File Number: Barnum Zone Change File No. ZC-22-3

Owner: Robert Wilhelm, 923 W. Grange Avenue, Post Falls, ID 83854

Applicant: Dobler Engineering, P.O. Box 3181, Hayden, ID 83835

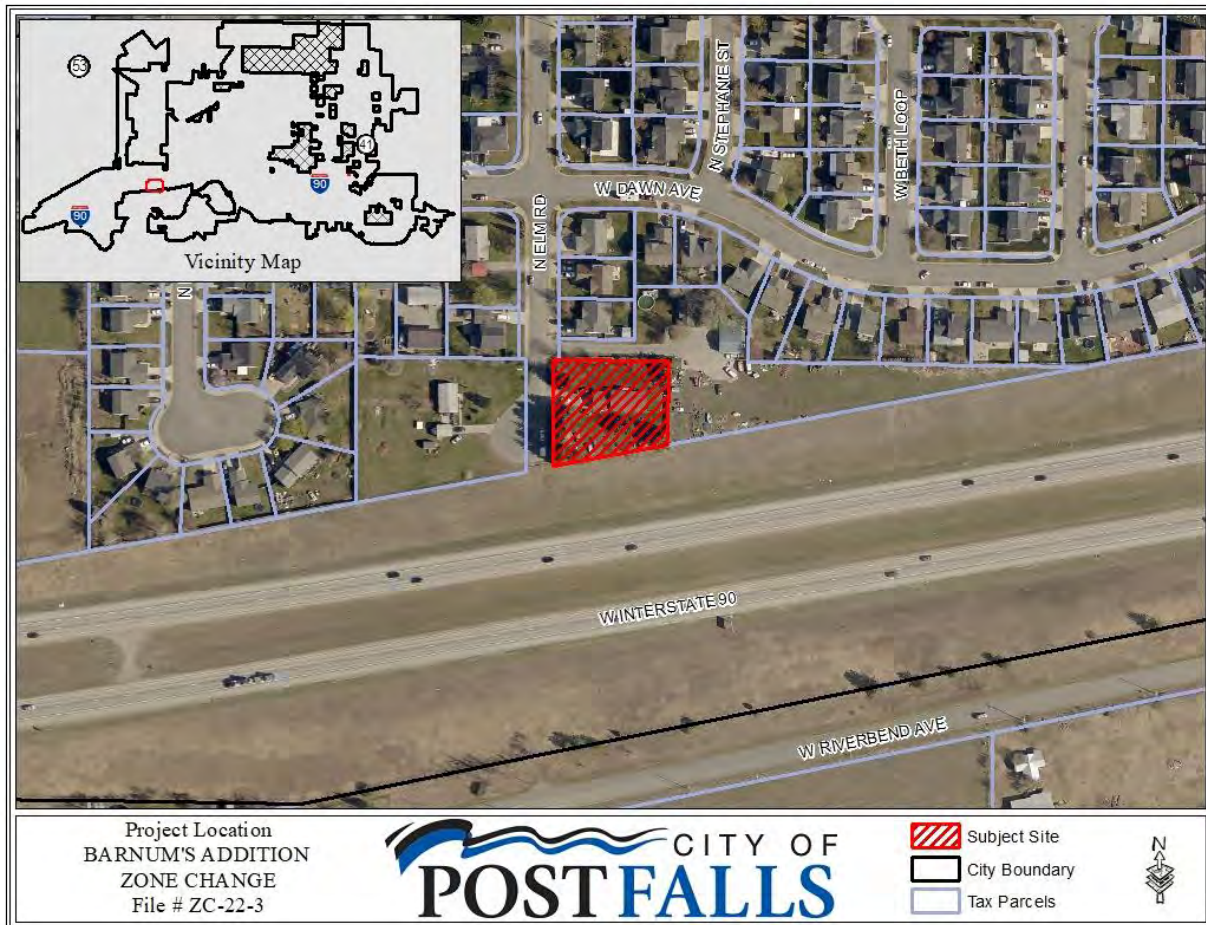
Project Description: Rezone approximately .55-acres from Single Family Residential (R-1) with a pre-existing nonconforming duplex within the City of Post Falls to the requested of Medium Density Residential (R-2) zoning to create a legal conforming lot and use.

Project Location: The property is generally located on the east side of Elm Rd., just north of I-90.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located north and east are single family home and to the west is a developing twin-home community in the Medium Density Residential (R-2) zoning district.

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code sections 18.16.010 and 18.20.100 are cited within the following staff analysis in **BOLD**. This review criteria provides the framework for decision making for the Planning Commission and City Council.

ZONE CHANGE REVIEW CRITERIA

A. Amendments to the zoning map should be in accordance with the Future Land Use Map.

The Future Land Use Map classifies this property with the land use designation of **Business/Commercial**. This category supports a mixture of housing types built at a moderate density (at least eight units per net acre). Design standards that enhance the character of these areas, improve pedestrian connections and promote compatibility between permitted uses are important. These areas are expected to have a connected grid of streets that facilitate good pedestrian access. Multi-story buildings and a mixture of uses are encouraged, particularly in the City Center District.

B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan. Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments.

The following goals may or may not assist with this zone change request.

Goal 5: Keep Post Falls' neighborhoods safe, vital, and attractive.

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active, and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services.

Goal 6: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.

All cities require functional, resilient transportation networks providing for the flow of people and materials. In assisting with this plan, residents urged improvements to the existing fabric and criteria that provide a full-featured street network for Post Falls, improving the efficiency, function and value of the City. Residents also recognize the importance of transit services, as well as connectivity too regional ground, rail and air transportation systems.

Goal 7: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Goal 8: Protect and maintain Post Falls' natural resources including clean air, soils, river, and aquifer, and minimizing light and noise pollution citywide.

City livability, health and value are fully dependent on clean, safe, and sustainable natural resources. This goal underscores Post Falls' commitment to maintaining its natural resources as a top priority, recognizing them as essential to the community's survival.

Goal 10: Provide and support Post Falls' parks and recreational opportunities on-pace with growth.

Post Falls residents value current parks and recreational services and wish to retain the same or higher levels of service as the community grows. This goal directs the City to consider parks and recreational needs in all related plans and actions, including land use decisions, regulatory requirements, and budgeting.

Goal 14: Involve the community of Post Falls in all local government planning and decision-making.

The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

The following policies may or may not assist with this zone change request.

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

- Foster the long-term fiscal health of the community;

Staff Comment: The rezone may provide the opportunity for additional housing that may help further long-term fiscal health of the community by provide living accommodations to current and future workforce within the City.

- Maintain and enhance resident quality of life;

Staff Comment: Diversified housing options assists with providing quality housing for different sectors of the community.

- Promote compatible, well-designed development;

Staff Comment: Any additional development beyond the existing duplex will be required to meet City design standards.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: Transportation impacts, and sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be in compliance with the relevant master plan prior to public hearing.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;

Staff Comment: This is addressed by the first review criteria in Section A of this report.

- Compatibility with surrounding land uses;

Staff Comment: The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are primarily residential in nature.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the location is located at the northwest corner of the property. Connection to sewer would not be required with zone change; however, any future subdivision would require extension of sewer and connection thereto. The property requesting the zone change is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

Water would be serviced by East Greenacres Irrigation District.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to terminus of Elm Rd., next to the I90 rights-of-way. Elm Rd. is classified as a local roadway. The proposed zone change will not have any negative impacts to the City's transportation system.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The response to this is embedded within the analysis within this section.

Policy 3: Encourage development patterns that provide suitably scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.

Staff Comment: The proposal is approximately .31 Miles from an evolving commercial corridor (Seltice Way).

Policy 8: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.

Staff Comment: This site is currently developed with a duplex and may be under-utilized.

Policy 15: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.

Staff Comment: re-zoning to Medium Density Residential (R2) zoning could allow for further housing types and price levels.

Policy 71: Promote the planting and protection of trees citywide, helping;

- Beautify and enhance community value;
- Provide shade and comfort;

- Affirm the city’s association with the outdoors and its historic origins;
- Provide wildlife habitat.

Staff Comment: If ever redeveloped, frontage improvements associated with development, including the planting of street trees and adequate irrigation, are required.

C. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Streets/Traffic:

Staff Comment:

The property is adjacent to terminus of Elm Rd., next to the I90 rights-of-way. Elm Rd. is classified as a local roadway. The proposed zone change will not have any negative impacts to the City’s transportation system.

Water and Sanitary Sewer:

Staff Comment: Sanitary Sewer for the location is located at the northwest corner of the property. Connection to sewer would not be required with zone change; however, any future subdivision would require extension of sewer and connection thereto. The property requesting the zone change is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City’s Water Reclamation Master Plan.

The City’s Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

The property is not subject to any Local Improvement Districts (LID’s), Subsequent User Agreements or Sewer Surcharges.

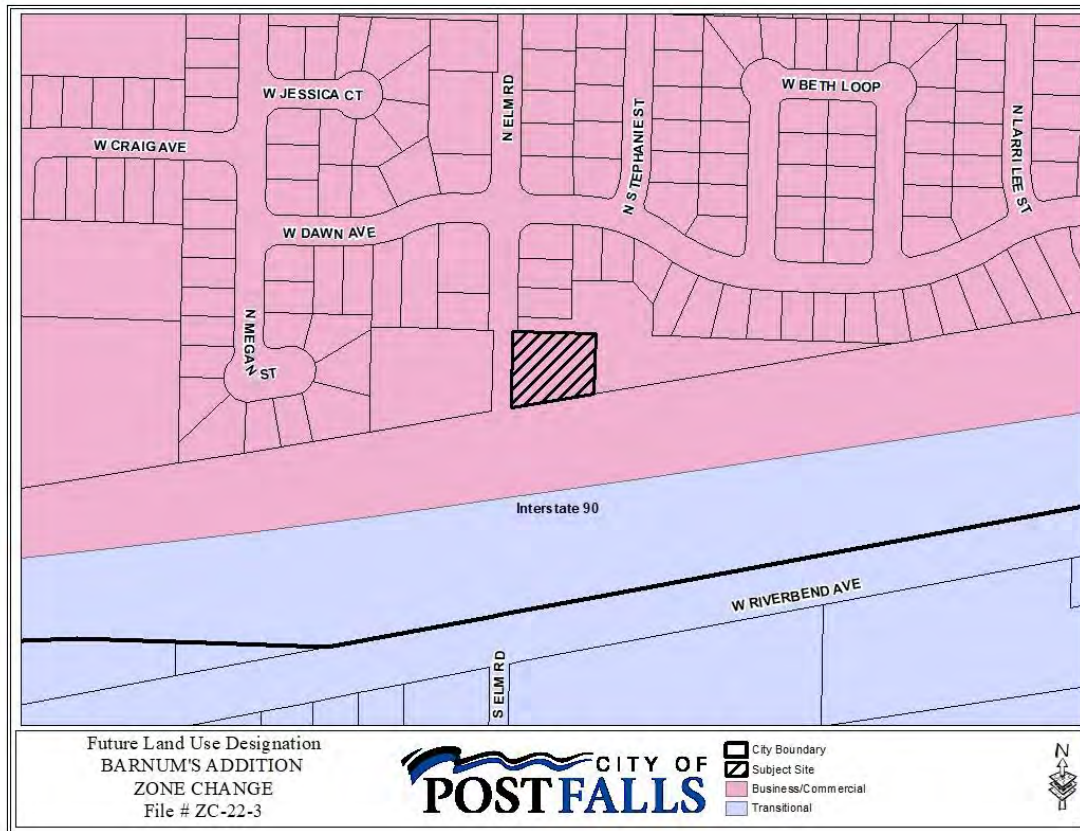
Water would be serviced by East Greenacres Irrigation District.

Compatibility with Existing Development and Future Uses:

Staff Comment: The propose residential use is adjacent to other residential uses and is therefore compatible.

Future Land Use Designation:

Staff Comment: Future Land Use Designation is Business/Commercial and is discussed in Policy 2.



Community Plans: None

Geographic/Natural Features:

Staff Comment: The site is located over the Rathdrum Prairie Aquifer.

D. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Staff Comment: Elm Road is classified as a local roadway and is able to accommodate the proposed residential uses without adversely impacting the existing transportation network.

E. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Staff Comment: The proposed zoning request is outside an intense urban activity node and is about 1/3 of a mile from Seltice Way (Principal Arterial), which is an evolving commercial corridor. This site is adjacent to I-90.

F. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Staff Comment: Not applicable

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irr. District
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.	TransCanada GTN	TDS

- **Post Falls Police Department (Exhibit PA-1)** – Remains neutral
- **Kootenai County Fire & Rescue (Exhibit PA-2)** – Will comment throughout any future review and permitting processes.
- **Idaho Department of Environmental Quality (Exhibit PA-3)** – Gave general comments for time of construction.

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council. 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.

ATTACHMENTS:**Applicant Exhibits:**

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Legal
Exhibit A-5	Authorization Letter
Exhibit A-6	Title Report

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	DEQ Comments
Exhibit PC-1	Schreiber Comments

Zone Change (Map/Text Amendment)

2 – BARNUM'S ADDITION



Expiration Date

Active



ZC-22-3



Details

Submitted on Apr 10, 2022 at 8:54 am



Attachments

7 files



Activity Feed

Latest activity on Apr 25, 2022



Applicant

Gordon Dobler



Location

460 N ELM RD Unit 1, POST FALLS, ID 83854



Timeline

Add New

Application & Mailing/Notice Fees

Paid Apr 13, 2022 at 2:30 pm



Completeness Review

Completed Apr 18, 2022 at 9:20 am



GIS Review

Completed Apr 19, 2022 at 11:40 am

Apr 19



Polygon Creation

Completed Apr 25, 2022 at 8:45 am

Apr 27



Staff Report

In Progress



Maps Created

Review



Engineering Review



Review



Parks Review

Review



Waste Water Review

Review



Legal Review

Review



Schedule Planning and Zoning Hearing

Review



Notice

Review



Site Posting

Review



Zoning Recommendation

Review



Consent Agenda

Review



Council Memo

Review



Planning Review

Review



Schedule Council Hearing

Review



Notice

Review



Site Posting

Review



Reasoned Decision

Review



Ordinance

Review



Engineering Review

Review



Planning Review



Review



Ordinance/Consent Agenda

Review



Route Approved Documents

Review



🔒 Mailing Fees

Number of Mailings

24

Applicant Information

Applicant Type *

Engineer

Applicant Name *

Gordon Dobler

Phone *

208 755-9732

Email *

gordon@doblerengineering.com

Address *

PO Box 3181

City, State & Zip Code

Hayden, Id 83835

Owner Information

Name *

Bobby Wilhelm

Company

Phone *

208 691-1073

Email *

bobby@bobbywilhelm.com

Address *

923 Grange Ave

City, State & Zip Code

Post Falls, ID 83854

Amendment Information

New Field

Description of Project/Reason for Request *

Rezone existing parcel to R-2 to eliminate existing non conforming duplex

Tax Parcel Number

P-3900-05-047-AA

Existing Zoning

R-1

Adjacent Zoning

R-1, R-2

Current Land Use

Duplex

Adjacent Land Use

Single family, twinhome

Application Certification

The applicant (or representative) must be present at the public hearing to represent this proposal or the application will not be heard. The applicant will be responsible for costs to re-notice the public hearing. *

✔ Gordon Dobler
Apr 4, 2022

I (We) the undersigned do hereby make petition for a modification of the zoning classification contemplated herein on the property described in this application and do certify that the information contained in the application and any attachments or exhibits herewith are accurate to the best of my (our) knowledge. I (We) further acknowledge that any misrepresentation of the information contained in this application may be grounds for rejection of the application or revocation of a decision rendered. I (We) understand that the Administrator may decline this application if required information is deficient and/or the application fee has not been submitted. I (We) acknowledge that City staff may, in the performance of their functions, take photographs and/or videos of the property under consideration as deemed necessary, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application. I (We) hereby certify that I am (we are) the owner or contract buyer of the property upon which the land use action is to be located, or that I (we) have been vested with the authority to act as agent for the owner or contact buyer. *

✔ Gordon Dobler
Apr 4, 2022



DOBLER ENGINEERING

ZONE CHANGE NARRATIVE

For

460 Elm Rd (Parcel # P-3900-05-047-AA)

INTRODUCTION

On behalf of the property owner, Dobler Engineering is requesting approval of a zone change for the property located on 460 Elm Road. The property is 0.54 acres and currently contains one duplex residence. This residence is a non-conforming use in that duplexes are not allowed in the R-1 zone. We are requesting that the property be rezoned R-2, which would allow the existing duplex and is consistent with the surrounding zoning and the comprehensive plan.

EXISTING ZONING

The property is located on a dead end and is currently zoned R-1. The abutting properties on the north and east are also R-1. On the west, across Elm Road, the property is zoned R-2 and is currently being developed as twin homes (12 lots). I-90 borders the property on the south side.

COMPREHENSIVE PLAN

This request provides for the orderly and efficient development of the City of Post Falls and eliminates the existing non-conformity. The request for an R-2 zone is consistent with the relevant goals of the Comprehensive Plan as summarized below.

1. FOCUS AREA:

The property lies within the area identified as "Seltice West". The Plan lists the following as possible action items for this focus area.

- *Buffering between high and low intensity development patterns should be maintained, employing use buffering and physical distance between said patterns.*
- *Buffering of the low intensity development patterns and the Seltice Way corridor should be maintained, employing use buffering and physical distance as necessary.*
- *Ongoing work to celebrate Seltice West as the western "gateway" to Post Falls is encouraged.*

2. LAND USE:

The Plan identifies the future land use in this area as "Business Commercial". The plan states in part;



DOBLER ENGINEERING

Purpose: This category promotes a mixture of moderate/high density housing types...

Principal Uses and Character: This category supports a mixture of housing types built at a moderate density (at least eight units per net acre)

Additional uses: Multifamily uses may also be integrated into Business/Commercial areas.

The R-2 zone would allow only residential uses with somewhat higher density than the R-1 zone.

3. HOUSING

Goals

G-07: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

The R-2 zone is uniquely suited to provide a buffer between the lower density R-1 zone and the I-90 corridor, by allowing a slightly higher density development and providing the citizens with a more affordable housing alternative.

4. TRANSPORTATION

Goals

G-06: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.

The property is currently served by the existing Elm Rd. If the property were further developed, the improvement of Elm Rd to city standards would be a requirement.

5. PUBLIC SERVICES, FACILITIES & UTILITIES.

Goals

G-02: Maintain and improve the provision of high quality, affordable and efficient community services in Post Falls.

The existing residence is currently connected to East Green Acres Irrigation District. Sewer does not exist in Elm Rd, adjacent to the property, but ends at the northerly property boundary. The residence is not currently connected to sewer. The property is currently served by gas and power.



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6. PARKS, RECREATION AND OPEN SPACE

Goals:

G-02: Maintain and improve the provision of high quality, affordable and efficient community services in Post Falls.

Rezoning the property would not put any additional burden on community services because the property already contains a duplex residence.

CONCLUSION

Base on the evaluation outlined above, rezoning this property to R-2 would eliminate the existing non-conforming use while accomplishing the goals and intent of the Comprehensive Plan.

LEGAL DESCRIPTION

PARCEL P-3900-05-047-AA

A PORTION OF TRACT 47 OF THE GREEN ACRES IRRIGATION DISTRICT PLAT NO. 9, FILED IN BOOK B OF PLATS AT PAGE 86, RECORDS OF KOOTENAI COUNTY, IN THE NORTHEAST QUARTER OF SECTION 5, T50N, R5W, BM, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER CORNER OF SAID SECTION 5, MARKED BY A 1-INCH BRASS PIN WITH CHISELED "X", IN A MONUMENT WELL, PER CP&F INSTRUMENT # 1687818;

THENCE, COINCIDENT WITH THE EAST LINE OF SAID SECTION 5, S 0°56'49" W, 1,548.19 FEET TO THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 90 (I-90);

THENCE, COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY, S 80°24'46" W, 1,153.38 FEET, TO THE POINT OF BEGINNING;

THENCE, COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY, S 80°24'46" W, 171.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF ELM ROAD;

THENCE, COINCIDENT WITH SAID EASTERLY RIGHT-OF-WAY, N 0°S7'09" E, 157.73 FEET, TO THE NORTHWEST CORNER OF SAID TRACT 47;

THENCE, COINCIDENT WITH THE NORTHERLY LINE OF SAID TRACT 47, S 88°11'38" E, 170.90 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, S 1°48'22" W, 123.75 FEET TO THE POINT OF BEGINNING.



DOBLER ENGINEERING

November 15, 2021

Re: Letter of Authorization

To Whom It May Concern,

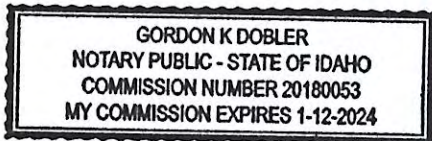
I hereby authorize Dobler Engineering to act on behalf of myself, Robert Wilhelm, in matters regarding the administration and processing of subdivision and related actions for the properties identified as Parcels P-3900-05-046-AA and P-3900-05-047-AA in Kootenai County, Idaho.

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



First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-1014833-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 mortgagee, 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
5010500-1014833-C

Subdivision or Proposed Subdivision:

Order No.: 1014833-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: Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

(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:

Robert Wilhelm, an unmarried man

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

- 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	\$2805.38	\$0.00	P390005047AA

Homeowners Exemption is not in effect for 2021.
 Circuit breaker is not in effect for 2021.
 Agricultural Exemption is not in effect for 2021.

- Levies and assessments of East Greenacres Irrigation District, for which we find no delinquencies of record.
- Deed of Trust with 1-4 Family Rider dated May 26, 2020, to secure an original indebtedness of \$215,200.00, and any other amounts and/or obligations secured thereby
 Recorded: May 26, 2020, as Instrument No. 2753576000
 Grantor: Robert L. Wilhelm, an unmarried man
 Trustee: First American Title Company
 Beneficiary: Mortgage Electric Registration Systems, Inc. as nominee for Mountain West Bank, Division of Glacier Bank

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

- Easement for granted to Spokane Valley Land and Water Company, recorded December 12, 1910, in Book 41 of Deeds, Page 242.
- Provisions, restrictions, easements, conditions and covenants in deed to State of Idaho, recorded December 22, 1972, as Instrument No. [616199](#) in Book 259 of Deeds, at page 654..
- Easement for Grant of Water Pipeline Turnout granted to United States of America, recorded June 6, 1973, as Instrument No. [626593](#) in Book 261 of Deeds at page 948.
- Ordinance No. 693, by the City of Post Falls, approving Urban Renewal Plan, recorded December 30, 1992 as Instrument No. [1288246](#).
- 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 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, conditions or restrictions violate 42 USC 3604(c).

Date of Guarantee: November 12, 2021 at 7:30 a.m. at 7:30 A.M.

First American Title Company



By:

Authorized Countersignature

EXHIBIT A

A PORTION OF TRACT 47 OF THE GREEN ACRES IRRIGATION DISTRICT PLAT NO. 9, FILED IN [BOOK B OF PLATS AT PAGE 86](#), RECORDS OF KOOTENAI COUNTY, IN THE NORTHEAST QUARTER OF SECTION 5, T50N, R5W, BM, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER CORNER OF SAID SECTION 5, MARKED BY A 1-**INCH BRASS PIN WITH CHISELED "X", IN A MONUMENT WELL, PER CP&F INSTRUMENT # 1687818**;

THENCE, COINCIDENT WITH THE EAST LINE OF SAID SECTION 5, S 0°56'49" W, 1,548.19 FEET TO THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 90 (I-90);

THENCE, COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY, **S 80°24'46" W, 1,153.38 FEET**, TO THE POINT OF BEGINNING;

THENCE, COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY, **S 80°24'46" W, 171.93 FEET** TO THE EASTERLY RIGHT-OF-WAY OF ELM ROAD;

THENCE, COINCIDENT WITH SAID EASTERLY RIGHT-OF-WAY, **N 0°S7'09" E, 157.73 FEET**, TO THE NORTHWEST CORNER OF SAID TRACT 47;

THENCE, COINCIDENT WITH THE NORTHERLY LINE OF SAID TRACT 47, S 88°11'38" E, 170.90 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, **S 1°48'22" W, 123.75 FEET TO THE POINT OF BEGINNING**.



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**.



Avalon Estate

X

#25955
047-AA
0.5488 Ac
171.93

#25954



First American Title

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

49551.

LAND AND WATER DEED.

THIS INDENTURE, Made this E ighteenth day of February, A. D. 1909 between the SPOKANE VALLEY LAND & WATER COMPANY, a corporation, of Spokane, Washington, hereinafter called "The Company"; and Nancy R. Graham of Post Falls, Idaho, hereinafter called the "Purchaser";

WITNESSETH, That the said Company, for and in consideration of the sum of Twenty-six hundred seventy eight & 00/100 Dollars, lawful money of the United States, to it in hand paid by the said Purchaser, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Purchaser, his heirs and assigns forever, all that tract or parcel of land lying and being in the County of Kootenai State of Idaho, described as follows, to-wit:

All of Tracts Forty-seven (47) and Forty-eight (48) and those portions of Tracts Forty-nine (49) and Fifty (50) lying north of the right of way of the Spokane & Inland Electric Railway; all in plat Nine (9) of Greenacres Irrigation District, according to the recorded plat thereof on file in the office of the County Recorder of said Kootenai County; situate in Section Five (5) Township Fifty (50) North, Range Five (5) West of Boise Meridian; Containing Thirteen and thirty-nine hundredths (13.39) acres more or less.

TOGETHER with the perpetual right to use water therefor flowing in the canals of this Company from Fish Lake under and upon the terms, conditions and covenants hereinafter set forth as follows:

1. That the Purchaser shall pay to the Company at its head office in Spokane, Washington, on the first Monday in May of each year, beginning on the first Monday of May, 1909, the sum of Twenty & 08/100 (\$20.08) Dollars, being \$1.50 per acre for each acre or fraction of an acre in said tract, to cover the cost of maintenance and operation of said Company's canals and laterals: PROVIDED, that in no case shall the maintenance fee for any sub-division of said described land be less than Five Dollars per annum from any one Purchaser or consumer.
2. That the amount of water to be used on the above described land shall be the amount of water necessary for irrigation purposes between the 15th day of May and the 15th day of September of each year: PROVIDED, however, that the quantity of water so to be used shall not exceed five one-thousands (5-1000) of a cubic foot per second of time per acre for said irrigation period, which is approximately water sufficient to cover an acre of ground at one flooding to a depth of one and two-tenths (1.2) feet.
3. That the Purchaser shall not use, or permit the water hereunder furnished to be used on any land except that above described, nor permit such water to run on contiguous land except in service ditches, as herein provided, nor to spread in any low place on said land, nor in any manner to run to waste, and will construct and maintain at the Purchaser's own cost and expense such ditch or ditches as may be necessary to carry the surplus water of the irrigation of said land off and into some lateral of said Company's irrigation system, to be designated by it: PROVIDED, always, that such lateral may be reached by a gravity flow by ditch from the lowest point of said described land, within a distance of 660 feet, and right of way can be obtained without expense to the said Purchaser.
4. That the Purchaser hereby does, in further consideration hereof, waive any and all claims for loss or damage resulting to or upon the land aforesaid by reason of any break, leakage or overflow of said canals, or any of their laterals, regardless of the cause thereof.
5. That the Purchaser shall not erect or place or permit to be erected or placed within fifty (50) feet of a lateral ditch or a canal of said Company, upon or near said premises, any stable, stable yard, poultry house or yard, water closet, privy, cess pool, manure pile, or any enclosure or structure or condition productive of offal that might befoul the water of any canal or ditch belonging to the said Company.
6. That the Company shall deliver such water to the said Purchaser in a lateral to be connected with the Company's main or branch canal along the line of its right of way, at such a point as to the said Company shall seem most practicable, which lateral is to be located by the Company, and to be constructed and maintained thereafter by the said Purchaser. The point or points of delivery shall be subject to change

at the option of said Company, provided the Purchaser shall not thereby be put to extra or additional expense in restoration, maintenance or operation of the Purchaser's ditches beyond the said point and to and upon the lands therein described, and said points shall be determined for each season at least thirty (30) days in advance of its opening.

7. That the Company shall be required to supply water to such land only as can be supplied by gravity flow from the established grade of the Company's main canal.

8. That the Company shall construct and maintain in good order and condition, the necessary works of delivery, and place and maintain at the point of delivery suitable measuring boxes or gates, prescribe the proper time and manner of delivering, measuring and regulating the supply to the Purchaser, and shall at all times have the right to make such reasonable rules and regulations as to it may seem best for the service of the district at large.

9. That the Company shall have the right to shut off the water at any time for the purpose of general and special repairs, and at such other times as necessity may require during the irrigation season, and shall restore the water in said canals and laterals as speedily as the nature of the case will permit and effect the service herein provided for.

10. That the Company shall have the right upon failure of said Purchaser to pay the annual maintenance fee, or to comply with any of the stipulations hereof, immediately, or at any time during such failure or default, to refuse or cease to supply any water until such condition or conditions are complied with, and the said Company shall have the option upon the default of said Purchaser to make the payment on the first Monday in May of each year hereinbefore provided to be made, for the full period of six months after the said first Monday in May in any year, to declare said water right herein granted forfeited, and upon such declaration made in writing by the said Company to the said Purchaser, or to his agent or employee in charge of said land, or to the person residing upon said land, the said water right shall become forfeited, and said Purchaser divested thereof, and the said water right shall thereupon revert to and revert absolutely in said Company.

11. The Company shall have the right to sell and lease water rights under its said canal, calling for a delivery in the aggregate equivalent to the carrying capacity of said main canal during the irrigation season, and in case of any shortage of water in the canal, then each water right shall represent such part of the aggregate quantity of water in such canal as said water right bears to the aggregate of water rights sold and leased, and the Purchaser shall have the right to receive water only in that proportion.

12. That the said water right hereby granted, and any certificate or evidence thereof, is not personal property, but is part of the appurtenances of the land herein described, and the right thereto shall be transferable only with the said land, and all the covenants herein contained to be performed by the Purchaser shall run with and bind the land; and that all the fees, charges and costs herein provided for shall be a lien upon and bind said land, said lien to be foreclosed the same as a mortgage upon real estate, and in case of foreclosure, to include a reasonable attorney's fee.

13. That the Company hereby reserves, and the Purchaser does hereby grant unto the said Company the rights of way now or hereafter deemed necessary by said Company for the construction and maintenance of all canals, flumes, ditches and lateral ditches of said Company, over and across said above described land for the irrigation of said land, as well as other lands, with the rights and privileges to enter upon said land for survey,

location, construction and repair of said canals, flumes, ditches and laterals, and to construct, maintain and repair the same by the Company or the owner or owners of the lower lands. And the said Purchaser further hereby grants unto the said Company the right to use and enlarge for such use any ditch or lateral, PROVIDED, such use shall not materially interfere with the flow of water to said land; and PROVIDED FURTHER, that the said Company shall, at its own cost and expense, build and maintain any bridge across any such lateral which it may construct or enlarge, made necessary by such construction or enlargement.

14. All the covenants, terms and conditions, rights, privileges and burdens herein mentioned shall inure to the benefit of, extend to and be binding upon the heirs, executors, administrators, grantees, successors and assigns respectively of the parties hereto.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances therunto belonging, or in anywise appertaining, unto the said Purchaser, his heirs and assigns forever. And the said Company, its successors and assigns, does covenant with the said Purchaser that it is well seized in fee of the lands and premises aforesaid, except said water right, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

AND THE ABOVE BARGAINED AND GRANTED lands and premises, except said water right, in the quiet and peaceful possession of the said Purchaser, and of the said Purchaser's heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said Company will warrant and defend.

IN TESTIMONY WHEREOF, The said Company has herunto caused its name to be signed, and its corporate seal to be affixed, the day and year first written.

(Corporate Seal)

SPOKANE VALLEY LAND & WATER COMPANY,

By D. C. Corbin, Its President.

Attest: F. D. Allen, Its Secretary.

State of Washington,)
) ss
County of Spokane.)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that on this 24th day of February, 1909 personally appeared before me D. C. Corbin to me known to be the President, and F. D. Allen, to me known to be the Secretary of the Spokane Valley Land & Water Company, a corporation, the Company described in and that executed the foregoing instrument, and acknowledged to me that as such President and Secretary they signed the corporate name of said Company to said instrument and thereto affixed its corporate seal, and signed their own names as said described officers, as the free and voluntary act and deed of said corporation and as their own free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute said instrument, and that the seal affixed is the corporate seal of said described Company.

WITNESS my hand and official seal the day and year in this certificate first above written.

Phil T. Becher, Notary Public in and
for the State of Washington, Residing
at Spokane, Wash.

(Notarial Seal)

State of Idaho, County of Kootenai: s F filed for record at the request of W. R. Graham
on the 12 day of Dec., 1910, at 1-01 o'clock P.M., and recorded in Book 41 of Deeds
on page 242 .

C. A. McDonald, County Recorder.

Fee \$4.40 .

1288246

ORDINANCE NO. 693

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPROVING AN URBAN RENEWAL PLAN FOR THE WEST SELTICE URBAN RENEWAL AREA; PROVIDING FOR THE USE OF REVENUE ALLOCATION FINANCING; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Post Falls Urban Renewal Agency, hereafter referred to as the "Agency", was created on May 21, 1991, by Resolution No. 91-11, by the Post Falls City Council (Exhibit B attached hereto); and

WHEREAS, on September 15, 1992, the Post Falls City Council (the "City") by Resolution No. 92-28, determined certain property to be a deteriorated area or a deteriorating area or a combination thereof, and designated the area as appropriate for an Urban Renewal Project, to be known as the West Seltice Urban Renewal Area (Exhibit C, attached hereto); and

WHEREAS, on November 12, 1992, the Agency considered the Urban Renewal Plan for the West Seltice Urban Renewal Area (hereafter referred to as the "Plan") and voted to recommend adoption of the Plan to the City Council (Minutes, Exhibit D attached hereto); and

WHEREAS, on November 24, 1992, the Post Falls Planning and Zoning Commission considered the Urban Renewal Plan and recommended that the Plan be approved by the City Council (Minutes, Exhibit E attached hereto); and

WHEREAS, on November 6, November 25, and December 10, 1992, Notice of Public Hearing was published in the official newspaper for public notices, setting the date for public hearing before the Planning Zoning Commission and the date for hearing before the City Council on December 15, 1992; and

WHEREAS, Notice of Hearing and a copy of the proposed Plan was hand-delivered to all taxing entities potentially impacted by the Plan including Kootenai County, School District No. 271, The Post Falls Highway District, The Post Falls Fire District, North Idaho College, Kootenai Medical Center and The Kootenai County Ambulance District on or about November 20, 1992; and

WHEREAS, on December 15, 1992, the Post Falls City Council conducted a public hearing to consider adoption of the Plan; and

WHEREAS, the Legislature of the State of Idaho has enacted Chapter 29, Title 50, Idaho Code, authorizing Urban Renewal Agencies (including the Agency) to adopt Revenue Allocation Financing Provisions as part of their Urban Renewal Plans; and

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WHEREAS, the Plan presented by the Agency contains a Revenue Allocation Financing provision and sets forth a Revenue Allocation Financing area; and

WHEREAS, as required by applicable law, the Plan contains the following information which was made available to the general public and all taxing districts with taxing authority within the West Seltice Way Urban Renewal Area including: a) A statement of the objectives of the municipality in undertaking the Urban Renewal Project; b) An estimate of the cost of the Urban Renewal Project; c) The sources of revenue to finance those costs, including estimates of Revenue Allocation Financing under the Act; d) An estimate of the amount of bonded indebtedness to be incurred; e) The duration of the Project's existence; f) A description of the Revenue Allocation Area; g) A statement of the estimated impact of Revenue Allocation Financing on all taxing districts impacted by the Project; and

WHEREAS, it is necessary and in the best interest of the citizens of Post Falls, Idaho, to adopt the Plan, including Revenue Allocation Financing provisions, since Revenue Allocation will assist in financing Urban Renewal projects to be completed in accordance with the Plan (as now or hereafter amended) in order to encourage private development in said Urban Renewal Area, prevent and arrest decay within the Area due to the inability of existing financing methods to provide needed public improvements, to facilitate the long-term growth of the common tax base, to encourage private investment within the City, and to further the public purposes of the Agency.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

SECTION 1. That it is hereby found and determined that:

- a. The West Seltice Urban Renewal Area, as defined in Resolution No. 92-28, continues to be a deteriorated or a deteriorating area as defined in the Act and qualifies as an eligible urban renewal area under the Act;
- b. The rehabilitation, conservation, and redevelopment of the Urban Renewal Area pursuant to the Plan is necessary in the interest of the public health, safety, and welfare of the residents of the City of Post Falls;
- c. There continues to be a need for the Agency to function within the City of Post Falls;
- d. The West Seltice Urban Renewal Plan should be implemented by the Urban Renewal Commission; and
- e. Revenue Allocation Financing for the area defined in the Plan will be utilized to finance public improvements.

SECTION 2. That there is not expected to be any displacement of persons or families within the West Seltice Urban Renewal Area.

SECTION 3. That said Urban Renewal Plan conforms to the Comprehensive Plan of the City of Post Falls, Idaho.

SECTION 4. That said Plan gives due consideration to the provision of adequate open space, park and recreation areas as may be desirable for neighborhood improvement, and shows

ORDINANCE NO. 693; page 2

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consideration for the health, safety and welfare of the residents and businesses in the general vicinity of the Urban Renewal Area covered by the Plan.

SECTION 5. That said Urban Renewal Plan affords maximum opportunity, consistent with the sound needs of the City as a whole, for rehabilitation and redevelopment of the West Seltice Urban Renewal Area by private enterprise.

SECTION 6. That the Urban Renewal Plan, a copy of which is attached hereto and marked Exhibit A and made a part hereof by reference be, and the same hereby is, approved and adopted.

SECTION 7. The Revenue Allocation Area, a description of which is part of the Plan, is hereby accepted and adopted.

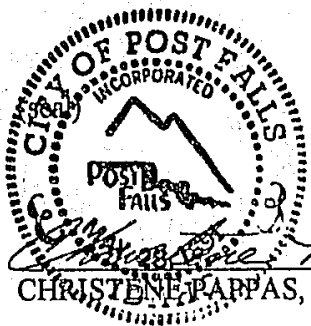
SECTION 8. That upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Kootenai County, and the appropriate officials of other affected taxing districts, a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map indicating the boundaries of the Revenue Allocation Area.

SECTION 9. That the City Council hereby finds and declares that the equalized assessed valuation within the Revenue Allocation Area is likely to increase as a result of the initiation and completion of Urban Renewal Projects pursuant to the Urban Renewal Plan.

SECTION 10. That this Ordinance shall be in full force and effect from and after its passage, approval and publication according to law, and shall be retroactive to January 1, 1992, to the extent permitted by the Economic Development Act.

PASSED by the City Council and APPROVED by the Mayor this 22 day of December, 1992.

James Hammond
JAMES HAMMOND, MAYOR



Christine Pappas
CHRISTINE PAPPAS, CITY CLERK

Published: _____

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF }
City of Post Falls
DEC 30 11 00 AM '92
TGR: TARRANT }
FEE\$ 27.00 } DEPUTY

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APPENDIX A

BOUNDARY DESCRIPTIONS

URBAN RENEWAL DISTRICT

TAX ALLOCATION DISTRICT

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LEGAL DESCRIPTION

URBAN RENEWAL DISTRICT

AN URBAN RENEWAL DISTRICT DEFINED BY THE FOLLOWING DESCRIBED BOUNDARY.

A DISTRICT LOCATED IN THE SOUTH ONE-HALF OF SECTIONS THIRTY-TWO AND THIRTY-THREE, TOWNSHIP FIFTY-ONE NORTH, RANGE FIVE WEST, AND SECTIONS THREE, FOUR, AND FIVE, TOWNSHIP FIFTY NORTH, RANGE FIVE WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, STATE OF IDAHO, AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF THE GREENACRES PLAT 9; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY OF PLEASANT VIEW ROAD TO THE NORTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 90, THENCE EASTERLY ALONG SAID RIGHT-OF-WAY TO THE WESTERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RAILROAD, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE NORTH RIGHT-OF-WAY OF SELTICE WAY; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY TO THE EAST RIGHT-OF-WAY OF CHASE ROAD; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE SOUTHERLY BOUNDARY OF THE BURLINGTON NORTHERN RAILROAD; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY TO THE NORTH BOUNDARY OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, THENCE WESTERLY ALONG SAID NORTH BOUNDARY TO THE SOUTHEAST CORNER OF THE WEST

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ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID WEST ONE-HALF, OF THE NORTHWEST ONE-QUARTER, OF THE SOUTHEAST ONE-QUARTER OF SECTION 33 TO THE NORTH BOUNDARY OF THE SOUTH ONE-HALF OF SAID SECTION 33; THENCE WESTERLY ALONG SAID NORTH BOUNDARY TO THE EAST RIGHT-OF-WAY OF MCGUIRE ROAD; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY TO THE NORTH RIGHT-OF-WAY OF SELTICE WAY, THENCE WESTERLY ALONG SAID RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF LOT 126 OF THE GREENACRES PLAT 10, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID LOT 126 TO THE NORTHEAST CORNER OF SAID LOT 126; THENCE WESTERLY ALONG THE CITY LIMITS OF THE CITY OF POST FALLS TO THE SOUTHWEST CORNER OF TAX NUMBER 5971; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID TAX NUMBER 5971 TO THE SOUTHERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RAILROAD, THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY TO THE WEST BOUNDARY OF THE GREENACRES PLAT 10, THENCE SOUTHERLY ALONG SAID EAST BOUNDARY TO THE NORTHEAST CORNER OF LOT 8 OF THE GREENACRES PLAT 9 AND THE POINT OF BEGINNING.

1288246

LEGAL DESCRIPTION

TAX ALLOCATION DISTRICT

A TAX ALLOCATION DISTRICT DEFINED BY THE FOLLOWING DESCRIBED BOUNDARY.

A DISTRICT LOCATED IN THE SOUTH ONE-HALF OF SECTIONS THIRTY-TWO AND THIRTY-THREE, TOWNSHIP FIFTY-ONE NORTH, RANGE FIVE WEST, AND SECTIONS FOUR AND FIVE, TOWNSHIP FIFTY NORTH, RANGE FIVE WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, STATE OF IDAHO, AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF THE GREENACRES PLAT 9; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY OF PLEASANT VIEW ROAD TO THE SOUTHWEST CORNER OF LOT 9, GREENACRES PLAT 9; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF LOTS 9, 10, AND 11 OF GREENACRES PLAT 9 TO THE SOUTHEAST CORNER OF SAID LOT 11, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF LOT 11, TO THE SOUTHWEST CORNER OF LOT 5, GREENACRES PLAT 9, THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF LOTS 5, 4, 3, AND 2, GREENACRES PLAT NINE TO THE NORTHWEST CORNER OF LOT 16, GREENACRES PLAT 9, THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 16 TO THE SOUTHWEST CORNER OF TAX NUMBER 12014, THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF TAX NUMBER 12014 TO THE WEST RIGHT-OF-WAY OF McGUIRE

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ROAD, THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY OF MCGUIRE ROAD TO THE RIGHT-OF-WAY OF INTERSTATE 90, THENCE EASTERLY ALONG THE RIGHT-OF-WAY OF INTERSTATE 90 TO THE SOUTHEAST CORNER OF TAX NUMBER 12197, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID TAX NUMBER 12197 TO THE SOUTH RIGHT-OF-WAY OF SELTICE WAY, THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY OF SELTICE WAY TO THE EAST BOUNDARY OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 4 TO THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID LOT 33 TO THE SOUTH RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RAILROAD, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE SOUTHERLY BOUNDARY OF THE BURLINGTON NORTHERN RAILROAD; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY TO THE NORTH BOUNDARY OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, THENCE WESTERLY ALONG SAID NORTH BOUNDARY TO THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID WEST ONE-HALF, OF THE NORTHWEST ONE-QUARTER, OF THE SOUTHEAST ONE-QUARTER OF SECTION 33 TO THE NORTH BOUNDARY OF THE SOUTH ONE-HALF OF SAID SECTION 33; THENCE WESTERLY ALONG SAID NORTH BOUNDARY TO THE EAST RIGHT-OF-WAY OF MCGUIRE ROAD; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY TO THE NORTH RIGHT-OF-WAY OF SELTICE WAY, THENCE WESTERLY ALONG SAID

1288246

RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF LOT 126 OF THE GREENACRES PLAT 10, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID LOT 126 TO THE NORTHEAST CORNER OF SAID LOT 126; THENCE WESTERLY ALONG THE CITY LIMITS OF THE CITY OF POST FALLS TO THE SOUTHWEST CORNER OF TAX NUMBER 5971; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID TAX NUMBER 5971 TO THE SOUTHERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RAILROAD, THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY TO THE WEST BOUNDARY OF THE GREENACRES PLAT 10, THENCE SOUTHERLY ALONG SAID EAST BOUNDARY TO THE NORTHEAST CORNER OF LOT 8 OF THE GREENACRES PLAT 9 AND THE POINT OF BEGINNING.

After recording, please mail to:

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

788509

DEED OF TRUST

THIS DEED OF TRUST is made on September 12, 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 460 North Elm Road, Post Falls, Idaho 83854 (the "Property"):

That portion of Tracts 47 and 48 Greenacres Irrigation District Plat No. 9, according to the plat thereof recorded in Book "B" of Plats, page 86, records of Kootenai County, Idaho, lying north of the north right-of-way line of Interstate 90; EXCEPT therefrom the right of way of Elm Road and Interstate 90; situate in Kootenai County, Idaho.

Tax Parcel No. P390005047AA,

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 **\$205,000.00** with interest, in accordance with the terms of said Note payable to Beneficiary or order, and made by the Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to the Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

C. This Deed of Trust is a first lien against the Property. The Note secured by this Deed of Trust requires that the Note balance be paid in full on or before September 12, 2020.

To protect the security of this Deed of Trust, the Grantor and Beneficiary now covenant and agree as follows:

1. **Payment of Principal and Interest.** The Grantor shall promptly pay when due all principal and accrued interest, if any, that may be due under the Note of the same date secured by this Deed of Trust, and any charges provided in the Note together with any other sums owed under said Note and this Deed of Trust.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by the Beneficiary from the Grantor or its successors in interest shall be applied by the Beneficiary to the Note in the following priority: (a) interest accrued, if any, under the Note; (b) interest accrued, if any, on advances made under the authority of this Deed of Trust or the Note; (c) principal due according to the Note; (d) advances made under the authority of this Deed of Trust or Note; and then (e) any other sums secured by this instrument in such order as the Beneficiary, in his discretion, may determine.

3. **Preservation and Maintenance of Property.** The Grantor shall keep the Property in good condition and repair; permit no waste, impairment or deterioration thereof; complete any building, structure or improvement being built or about to be built thereon; restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.

4. **Charges; Liens.** The Grantor shall pay before delinquent all lawful taxes, water and sewer charges, assessments, rents and other impositions attributable to the Property. Further, the Grantor shall keep the Property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

5. **Insurance; Protection of Beneficiary's Security.** The Grantor shall keep all buildings now or hereafter erected on the Property described herein

continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

The Grantor shall defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary of Trustee, and pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding and in any suit brought by Beneficiary to foreclose this Deed of Trust. The Grantor shall likewise pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. **Advances by Beneficiary.** Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property hereinabove described, Beneficiary may pay the same, and the amount so paid with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

7. **Condemnation.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

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

9. **Reconveyance.** The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

10. **Beneficiary's Remedies.** Upon default by the Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request

of Beneficiary, the Trustee shall sell the trust Property, in accordance with the Deed of Trust Act of the State of Idaho, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

The Trustee shall deliver to the purchaser at the sale its Trustee's Deed, without warranty, which shall convey to the purchaser the interest in the Property that Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. The Trustee's Deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Idaho is not an exclusive remedy. Beneficiary may, in the alternative, cause this Deed of Trust to be foreclosed as a mortgage by bringing a civil action for judicial foreclosure and seek a deficiency.

11. **Grantor's Interest Non-Assignable (Due on Sale Clause).** The Grantor acknowledges and agrees that the indebtedness secured by this Deed of Trust is personal to the Grantor, and that the Grantor's personal responsibility, financial capability and control of the collateral which is evidenced by a Note of the same date are material inducements upon which the Beneficiary has relied in accepting the Note from the Grantor. If the Grantor should sell, assign, alienate, encumber, transfer or contract to sell, assign, alienate, encumber or transfer title to or possession of any part of such collateral by deed, assignment, contract of sale, lease with an option to purchase, deed of trust, mortgage or other transfer or conveyance or encumbrance agreement, or if there is a change in voting control of the Grantor or if the collateral is abandoned by the Grantor or if there is any other change prohibited by the Note or this Deed of Trust, then the Beneficiary may, in their sole discretion, declare the Grantor in default of the Note and this Deed of Trust and further declare the entire principal balance of the Note immediately due and payable.

12. **Assignment of Rents and Leases.** The Grantor absolutely and unconditionally assigns and transfers to the Beneficiary all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. The Grantor authorizes the Beneficiary or its agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to the Beneficiary or its agents. However, the Grantor shall receive the Rents until (i) the Beneficiary has given the Grantor notice of default pursuant to this

agreement and (ii) the Beneficiary has given notice to the tenant(s) that the Rents are to be paid to the Beneficiary or its agent.

This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. If The Beneficiary gives notice of breach to the Grantor: (i) all Rents received by the Grantor shall be held by the Grantor as trustee for the benefit of the Beneficiary only, to be applied to the sums secured by the Deed of Trust; (ii) the Beneficiary shall be entitled to collect and receive all of the Rents of the Property; (iii) the Grantor agrees that each tenant of the Property shall pay all Rents due and unpaid to the Beneficiary or its agents upon its written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by the Beneficiary or its agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Deed of Trust; (v) the Beneficiary, its agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) the Beneficiary shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, then any funds expended by the Beneficiary for such purposes shall become indebtedness of the Grantor to the Beneficiary secured by the Deed of Trust.

The Beneficiary, or its agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to the Grantor. However, the Beneficiary, or its agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Deed of Trust are paid in full.

Upon the Beneficiary's request, the Grantor shall assign to the Beneficiary all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, the Beneficiary shall have the right to modify, extend or terminate the existing leases and to execute new leases, in the Beneficiary's sole discretion.

13. **Successor Trustee.** In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to

notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, 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: September 12, 2019.

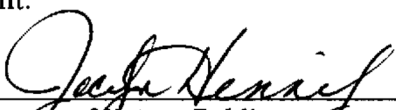
Grantor:

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: September 11, 2019



Signature of Notary Public
Commission Expires: 06/08/2021

JOCELYN HENNING
Notary Public - State of Idaho
Commission Number 66040
My Commission Expires 06-08-2021

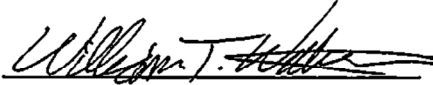
APPOINTMENT OF SUCCESSOR TRUSTEE

WHEREAS, Robert Wilhelm, an unmarried man, is the GRANTOR, First American Title Company is the TRUSTEE, and The WTW Revocable Trust Dated December 20, 2017 is the BENEFICIARY under that certain **Deed of Trust** recorded on September 13, 2019 in the records of Kootenai County, Idaho under Instrument No. 2711968000.

THEREFORE, the undersigned, as the Beneficiary under said Deed of Trust, does hereby appoint Alliance Title & Escrow Corporation, a ~~Delaware corporation~~ with a mailing address of 2157 N. Main St., Coeur d' Alene, ID 83814, as the SUCCESSOR TRUSTEE under said Deed of Trust. Said Successor Trustee shall have all powers of Trustee under the Deed of Trust effective immediately.

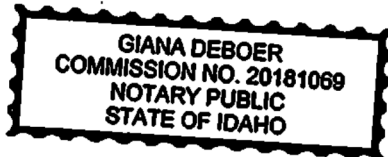
IN WITNESS WHEREOF, I have signed this instrument on the date acknowledged below:


Beneficiary:


William T. Withers, Trustee

STATE OF IDAHO
County of Kootenai

This record was acknowledged before me on the 24 day of February, 2020 by William T. Withers as Trustee of The WTW Revocable Trust Dated December 20, 2017.




Signature of notary public
My commission expires: 06/11/2024

316199

WARRANTY DEED

BOOK 259 PAGE 054

Project I-IG-90-1(91)0
Parcel No. 19

Access Rights Negative Easements

THIS INDENTURE, Made this 29th day of November, 1967, between

Chauncey McKinley Medley, A widower

Grantor and the State of Idaho, by and through the Idaho Board of Highway Directors, Grantee.

WITNESSETH: That the Grantor, for and in consideration of ONE AND NO/100ths (\$1.00) Dollars, paid to him, receipt whereof is acknowledged, has granted, bargained, sold, and conveyed and by these presents do grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, in fee simple, the land described in Schedule A attached hereto and made a part hereof and situated in the County of Kootenai, State of Idaho.

TOGETHER with all rights of access between the right of way of the said project and the remaining contiguous real property belonging to the Grantor, except for:

Grantor agrees that no building or structures, except irrigation or drainage structures, will be permitted to be constructed within 20 feet of the right of way of the said project.

Grantor conveys unto the Grantee the right to prohibit junkyards on any of remaining land within 1000 feet of the right of way of the said project, and the right to prohibit advertising signs, displays and devices within 660 feet thereof; provided that advertising relating to business conducted on any of the Grantor's remaining land be permitted not closer than 20 feet therefrom, but only on land utilized exclusively for said business.

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

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Chauncey McKinley Medley

STATE OF Idaho)
County of Kootenai) ss.

On this 29th day of November 1967 before me, the undersigned a Notary Public in and for said State, personally appeared

SCHEDULE A

Sheet 1 of 1

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

Parcel No. 19

Land situated in Kootenai County

A parcel of land being on both sides of the centerline 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 Department of Highways of the State of Idaho, and being a portion of Tracts 47 and 48, and Tracts 49 and 50 lying North of the Right of Way of the Spokane Inland Electric Railway (Great Northern) in 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:

Beginning at the Northeast corner of Tract 48 of said Plat No. 9, East Greenacres, Kootenai County, Idaho; thence South 1°05'20" West along the East line of said Tract 48, a distance of 299.91 feet (shown of record to be 298.6 feet) to a point in the Northerly Right of Way line of the Spokane Inland Electric Railway (Great Northern); thence South 79°28' West along said Railroad Right of Way line 1315.0 feet, more or less, to a point in the West line of Tract 50 of said Plat No. 9, East Greenacres, Kootenai County, Idaho; thence North 1°05'28" East along the West line of said Tract 50 and the West line of Tract 47 of said Plat No. 9, East Greenacres, Kootenai County, Idaho 420.68 feet to a point 181.52 feet Northerly and radially from Station 160+93.13 of the Westbound Lane Survey as shown on the Plans of said Interstate 90, Project No. I-IG-90-1(91)0 Highway Survey; thence North 80°24'34" East - 800.0 feet, more or less, to a point in the North line of said Tract 48; thence South 88°08'58" East along said North line 489.99 feet to the Place of Beginning.

Together with all right, title and interest of the Grantor in and to those portions of existing Elm and McGuire Roads adjoining Parcel No. 19 above described.

EXCEPT that portion conveyed to Theodore L. Medley and Barbara J. Medley, husband and wife, by deed recorded October 16, 1969, as Instrument No. 554249, records of Kootenai County, Idaho.

Westbound Lane Survey Station Reference: 160+70 to 173+70.

The area conveyed by this instrument contains approximately 11.33 acres.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho Plane Coordinate System, based on the transverse mercator projection for the West Zone of Idaho. To convert to geodetic bearings, a correction of 0°54'54" must be subtracted from all Northeast and Southwest bearings and added to all Northwest and Southeast bearings.

Filed and recorded at the request of DANHANDLE TRUCK CO
at 3:30 o'clock P. M. this 22 day of DEC 1972
By: Harold E. Peterson Deputy
County Auditor-Recorder
Kootenai County, Idaho
Return to Deputy Harry, Boise, Id.

626593

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract and Grant of Water Pipeline Turnout Easement

THIS CONTRACT AND GRANT OF EASEMENT, Made this 13th day of April, 1973, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this contract and,

CHAUNCEY MCKINLEY MEDLEY, a widower,

hereinafter collectively referred to as Grantor;

In consideration of the mutual promises and considerations herein made, it is agreed as follows:

1. The Grantor does hereby grant unto the United States, and its assigns, a perpetual easement on, over and across the following described land situated in the County of Kootenai, State of Idaho, to-wit:

Parcel 1(d,1) The North 20 feet of the West 20 feet of Tract 47, Plat No. 9, East Greenacres, according to the plat recorded in Book B of Plats at Page 86.

(a) Said grant of perpetual easement hereinabove described shall include: (1) The perpetual right to enter upon said premises, survey, construct, reconstruct, operate, inspect, maintain, and remove a water pipeline turnout and appurtenances, (2) the right of ingress and egress for men, materials and equipment for utilizing the easement granted.

2. The easement herein granted shall include the right and privilege of the United States, its contractors, and assigns, to damage, destroy and remove any and all buildings, structures, perennial plants, shrubs, trees, and any other improvements, except those specifically hereinafter agreed to be reserved to the Grantor in Article 2 (c) and 3, within the easement area hereinabove described; and, the Grantor acknowledges that the consideration hereinafter expressed is full and complete payment for any such damages not repaired; provided however,

(a) All fences, driveways, pipelines, culverts, drain tiles, and irrigation systems within the easement area which are damaged or destroyed shall be repaired by the United States in a good and workmanlike manner; and

(b) Topsoil will be replaced and the surface of the easement areas shall be returned to as near original condition as practicable.

(c) (Specific reservations)

3. The right to cultivate and harvest any crop growing on the easement area, at the time of construction of said turnout and appurtenances, shall be reserved to the Grantor, his heirs and assigns, or tenants, if any. If said land is required by the United States prior to the time of the harvest of said crops, and in the event the crop is damaged or destroyed prior to harvest, the United States shall pay to the Grantor, his heirs and assigns, and tenants, in addition to the sum named herein, the amount of such damages as determined by an appraisal approved by the Secretary of the Interior or his duly authorized representative made on or about the date the damage occurs.

4. If after construction is complete damages to crops, perennial plants, shrubs, other permitted improvements, or trees or buildings approved by the United States or its assigns, then on the easement area described in Article 1 occur as a result of reconstruction, maintenance, or operation of the turnout and appurtenances, payment for such damages shall be made by the United States or its assigns to the then owner on the basis of an appraisal approved by the Secretary of the Interior or his duly authorized representative made on or about the date such damage occurs.

5. In case of permanent abandonment by the United States or its assigns of said perpetual easement, the title and interest herein granted shall cease and title shall revert to the then fee owner of the real property.

6. The grant of easement herein contained is subject to rights-of-way of any nature whatsoever of record and in use, and any outstanding mineral rights.

7. It is a condition precedent to any payment made under this contract that the Grantor, his heirs or assigns shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Grantor, his heirs or assigns may be advised by the United States are necessary and proper to show title to the property. Certificates of title or title insurance will be procured by the United States at its expense. The expense of recording this contract shall be borne by the United States.

The United States shall reimburse the Grantor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Grantor:

(a) Recording fees, transfer taxes and similar expenses incidental to conveying the easement described herein to the United States;

(b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property which the United States requires to be released; and

(c) The pro rata portion of the current year's real property taxes paid which are allocable to the easement rights described herein for the period subsequent to the date of vesting title to the easements in the United States, or the effective date of possession of the easements by the United States, whichever is earlier. The Grantor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

8. It is understood and agreed that if the Secretary of the Interior determines that the interest acquired hereunder by the United States should be the subject of acquisition through judicial procedure, either to procure a safe title or for any other reason, then the compensation to be claimed by the Grantor and the award to be made for said interest in said proceeding shall be upon the basis of the consideration and conditions herein provided.

BOOK 261 PAGE 949

9. Grantor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial agencies maintained by the Grantor for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

11. As just compensation for the above grant of easements and for the rights and privileges provided in this contract, the United States agrees to pay Grantor the sum of-----\$20.00----dollars.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

Chauncey McKinley Medley
Grantor
Chauncey McKinley Medley

THE UNITED STATES OF AMERICA
By Stanley Wallace

Grantor

(Title)
Project Construction Engineer

Grantor

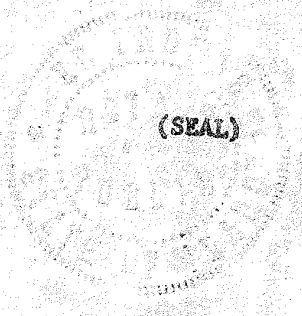
Grantor

STATE OF IDAHO)
County of KOOTENAI) ss.

On this day personally appeared before me CHAUNCEY MCKINLEY MEDLEY,
a widower,

to me known to be the individual described in and who executed the within
and foregoing instrument, and acknowledged that he signed the same
as his free and voluntary act and deed, for the uses and purposes
therein mentioned.

Given under my hand and official seal this 13th day of April
1973 .



Chauncey McKinley Medley

Notary Public in and for the
State of Idaho
Residing at Boise

My commission expires: 1/1/77

STATE OF)
County of) ss.

On this day personally appeared before me

to me known to be the individual described in and who executed the within
and foregoing instrument, and acknowledged that he signed the same
as his free and voluntary act and deed, for the uses and purposes
therein mentioned.

Given under my hand and official seal this _____ day of _____
19 _____ .

(SEAL)
Noted and recorded at the request of *Law of Rec*
12:30 o'clock P.M. this _____ day of _____, 1973
HAROLD E. PETERSON
Ex-Officio Assessor
Kootenai County, Idaho
Return to *14 857 Post Falls, Ida*

Notary Public in and for the
State of
Residing at

My commission expires:

JUN 8 1973
By: *Debra Garner*
Deputy
Fee \$ 50⁰⁰

Tax Record

DATA AS OF: 11/12/2021 1:53:44 AM PST

PIN Number P390005047AA	Alternate ID 130308	Tax Roll Real Property
----------------------------	------------------------	---------------------------

Current Owner WILHELM ROBERT L 460 N ELM RD POST FALLS ID 83854	Owner Information Owner of Record WILHELM ROBERT L	Lender
---	--	---------------

SITUS 460 N ELM RD LEGAL DESCRIPTION TAX#25955 [IN SE-NE] 0550N05W	Location / Description TAG 011000
---	---

Tax Year: 2021	Bill Number: 225369	Tax Bill ID: 2892366			
Installment					
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
Inst 1	12/20/2021	\$1,402.69	\$0.00	\$0.00	\$1,402.69
Inst 2	6/20/2022	\$1,402.69	\$0.00	\$0.00	\$1,402.69
Current Year					\$2,805.38

Five Year Taxes Due

NO DELINQUENT TAXES

Year / Bill Number 2021 / 225369

Authority	Assessment Information						
	Exempt	Taxable	Rate	Gross	Credits	Savings	Net Tax
1-KOOTENAI CO							
CURRENT EXPENSE	0	268,800	0.000243433	65.43	0.00	0.00	65.43
LIABILITY INSURANCE	0	268,800	0.000028875	7.76	0.00	0.00	7.76
INDIGENT	0	268,800	0	0.00	0.00	0.00	0.00
REVALUATION	0	268,800	0.000113459	30.50	0.00	0.00	30.50
HISTORICAL SOCIETY	0	268,800	0.000000822	0.22	0.00	0.00	0.22
JUSTICE FUND	0	268,800	0.001305439	350.90	0.00	0.00	350.90
NOXIOUS WEEDS	0	268,800	0.000013037	3.50	0.00	0.00	3.50
AIRPORT	0	268,800	0.000004915	1.32	0.00	0.00	1.32
HEALTH UNIT	0	268,800	0.000029414	7.91	0.00	0.00	7.91
PARKS & REC	0	268,800	0.00001535	4.13	0.00	0.00	4.13
COUNTY FAIR	0	268,800	0.000004502	1.21	0.00	0.00	1.21
DISTRICT COURT	0	268,800	0.000228862	61.52	0.00	0.00	61.52
210-CITY POST FALLS							
CITY OF POST FALLS	0	268,800	0.003413995	917.68	0.00	0.00	917.68
255-KC FIRE & RESCUE							
KOOTENAI CO FIRE & RESCUE	0	268,800	0.001618203	434.97	0.00	0.00	434.97
271-COMM LIBRARY NET J							
KOOTENAI CONSOLIDATED LIBRARY	0	268,800	0.000236	63.44	0.00	0.00	63.44
351-N ID COLLEGE							
NORTH IDAHO COLLEGE	0	268,800	0.000649505	174.59	0.00	0.00	174.59
354-KOOTENAI-EMS							
KOOTENAI CO EMS 47173	0	268,800	0.000115613	31.08	0.00	0.00	31.08
457-SOLID WASTE-S/A							

SOLID WASTE FEES	0	2	88	176.00	0.00	0.00	176.00
232-SCHOOL DIST #273-BOND							
SCHOOL DIST #273-POST FALLS	0	268,800	0.000521095	140.07	0.00	0.00	140.07
232-SCHOOL DIST#273-OTHER							
SCHOOL DIST #273-POST FALLS	0	268,800	0.000014919	4.01	0.00	0.00	4.01
232-SCHOOL DIST #273-SUPP							
SCHOOL DIST #273-POST FALLS SUPP	0	268,800	0.00085461	229.72	0.00	0.00	229.72
225-PF HIGHWAY #1-POST FALLS							
HD#1-DIST-M&O	0	268,800	0.000042684	11.47	0.00	0.00	11.47
HD#1-POST FALLS-M&O	0	268,800	0.000042684	11.47	0.00	0.00	11.47
HD#1-DIST-SPECIAL BRIDGE	0	268,800	0.000257824	69.30	0.00	0.00	69.30
HD#1-DIST-TORT	0	268,800	0.000005347	1.44	0.00	0.00	1.44
490-S/A-Aquifer Prot District							
Aquifer Protection District	0	6	1	5.74	0.00	0.00	5.74
Total Net Tax							2,805.38

Payment Information

Last Paid	Tax Year	Amount Paid	Receipt Number
6/15/2021	2020	\$1,386.60	B20.39315
By Whom Corelogic			
12/21/2020	2020	\$1,386.60	B20.21820
By Whom Corelogic			
5/16/2020	2019	\$813.32	U19.27595
By Whom ROBERT L WILHELM			
3/24/2020	2019	\$853.05	U19.23840
By Whom ALLIANCE TITLE & ESCROW CORP.			
6/20/2019	2018	\$752.86	B18.25875
By Whom WELLS FARGO			
12/20/2018	2018	\$752.86	B18.10020
By Whom WELLS FARGO			
6/20/2018	2017	\$732.43	B17.27290
By Whom WELLS FARGO			
12/20/2017	2017	\$732.44	B17.13401
By Whom WELLS FARGO			
6/20/2017	2016	\$738.03	B16.31067
By Whom WELLS FARGO			
12/20/2016	2016	\$738.03	B16.15928
By Whom WELLS FARGO			

Kootenai County, Idaho

generated on 11/12/2021 10:55:38 AM CST

Parcel

Parcel Number P390005047AA	AIN 130308	Situs Address 460 N ELM RD, POST FALLS	Data as of 11/6/2021
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Owner Information

Owner Name	WILHELM ROBERT L
Owner Address	460 N ELM RD POST FALLS ID 83854
Transfer Date	05/26/2020
Document #	
Deed Book/Page	

Location / Description

Tax Authority Group	011000	Current Legal Desc.	TAX#25955 [IN SE-NE] 0550N05W
Situs Address	460 N ELM RD, POST FALLS		
Acreage	.5488		

Parcel Type

Property Class Code	541- Imp res lot/tract in city
Neighborhood Code	2999 MULTIFAMILY DISTRICT 2

Assessment Information

Appraisal Date	07-13-2021	Current Year	2021	Prior Year	2020
Market Value Land	\$150,000	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$118,800	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$268,800	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	0.5488	Total Market Value	\$268,800	Total Market Value	\$235,200
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber Exemption	\$0	Ag/Timber Exemption	\$0
		Other Exemptions	\$0	Other Exemptions	\$0
		Net Taxable Value	\$268,800	Net Taxable Value	\$235,200

JIM BRANNON 2 P 2721779000
KOOTENAI COUNTY RECORDER
MMS Date 11/07/2019 4:46 PM
REQ OF POORMAN, SCOTT

RECORDING FEE: \$15.00 DD



Quitclaim Deed
(Wilhelm Consolidation)

For good and valuable consideration received, ROBERT WILHELM, an unmarried man, (hereafter "Grantor") does hereby grant, assign, convey, release and quitclaim without warranty or covenant of title unto ROBERT WILHELM, an unmarried man whose mailing address is 923 W. Grange Ave., Post Falls, ID 83854 (hereafter "Grantee"), and to the Grantee's heirs, successors and assigns forever, all of the Grantor's right, title and interest in the real property located in Kootenai County, Idaho, and legally described in **Exhibit A** attached and incorporated herein.

This instrument is made and recorded to re-describe the Grantee's real property following a boundary line adjustment with an adjacent parcel. No additional lot or parcel is created from this conveyance.

Dated this 5 day of November, 2019.

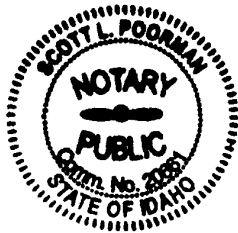
Grantor:

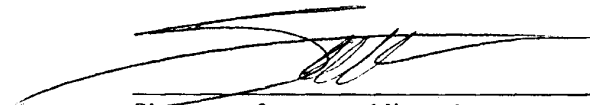


Robert Wilhelm

STATE OF IDAHO
County of Kootenai

This record was acknowledged before me on November 5, 2019 by Robert Wilhelm.





Signature of notary public
My commission expires: 6-5-2023

EXHIBIT 'A'

Legal Description

Parcel A – East of Elm Rd

A portion of Tract 47 of the GREEN ACRES IRRIGATION DISTRICT PLAT NO. 9, filed in book B of Plats at page 86, records of Kootenai County, in the northeast quarter of Section 5, T50N, R5W, BM, Kootenai County, Idaho, more particularly described as follows:

Commencing at the northeast quarter corner of said Section 5, marked by a 1-inch brass pin with chiseled "X", in a monument well, per CP&F instrument # 1687818;

Thence, coincident with the East line of said Section 5, S 0°56'49" W, 1,548.19 feet to the northerly Right-Of-Way of Interstate 90 (I-90);

Thence, coincident with said northerly Right-Of-Way, S 80°24'46" W, 1,153.38 feet, to the **Point of Beginning**;

Thence, coincident with said northerly Right-Of-Way, S 80°24'46" W, 171.93 feet to the easterly Right-Of-Way of Elm Road;

Thence, coincident with said easterly Right-Of-Way, N 0°57'09" E, 157.73 feet, to the northwest corner of said Tract 47;

Thence, coincident with the northerly line of said Tract 47, S 88°11'38" E, 170.90 feet;

Thence, leaving said northerly line, S 1°48'22" W, 123.75 feet to the **Point of Beginning**.

Containing 0.549 acres, 23,905 sqft, more or less.

JIM BRANNON 2 P 2711967000
KOOTENAI COUNTY RECORDER
PRG 9/13/2019 12:35 PM
REQ OF FIRST AMERICAN TITLE -
KOOTENAI
RECORDING FEE: \$15.00 DD
Electronically Recorded

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
1866 North Lakewood Drive
Coeur d'Alene, ID 83814

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **788509-C (jh)**

Date: **July 30, 2019**

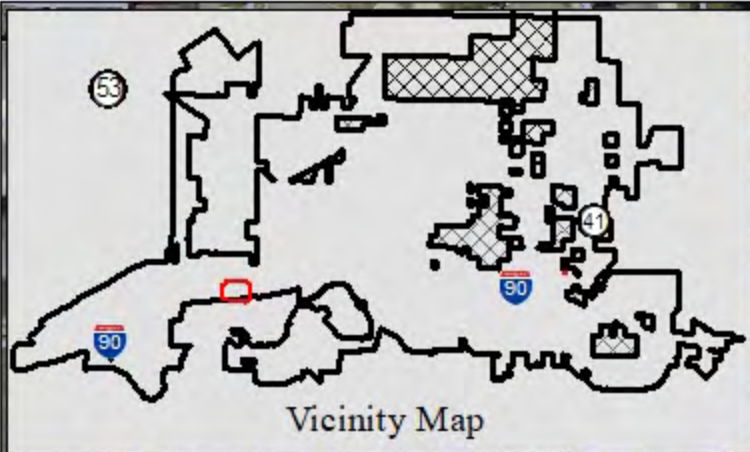
For Value Received, **Ronald Dewey Anderson, an unmarried man**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Robert Wilhelm, an unmarried man**, hereinafter called the Grantee, whose current address is **923 W Grange Ave, Post Falls, ID 83854**, the following described premises, situated in **Kootenai County, Idaho**, to-wit:

THAT PORTION OF TRACTS 47 AND 48 GREENACRES IRRIGATION DISTRICT PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK B OF PLATS, PAGE 86, RECORDS OF KOOTENAI COUNTY, IDAHO, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 90.

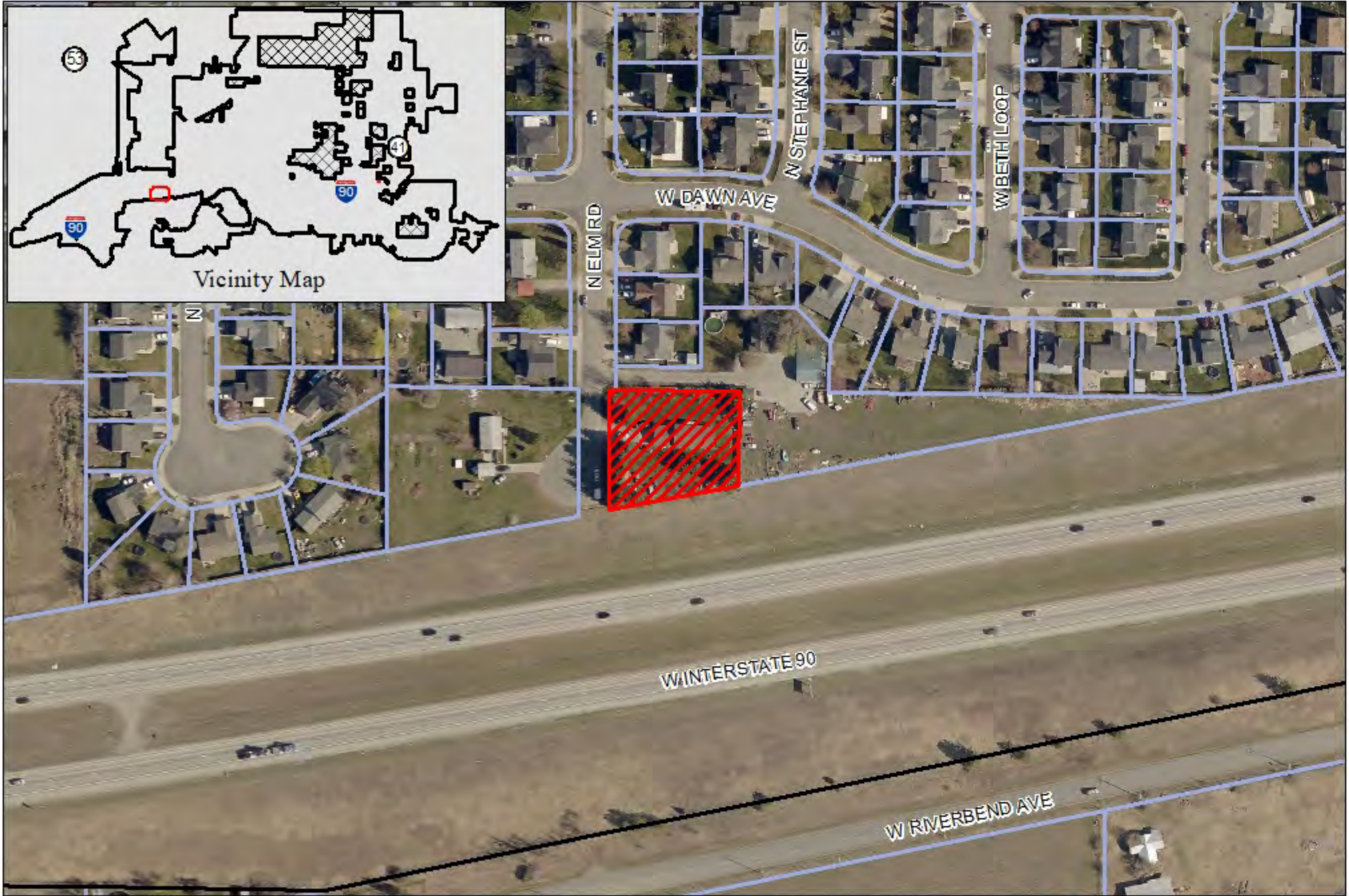
EXCEPT THEREFROM THE RIGHT OF WAY OF ELM ROAD AND INTERSTATE 90.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.






Vicinity Map

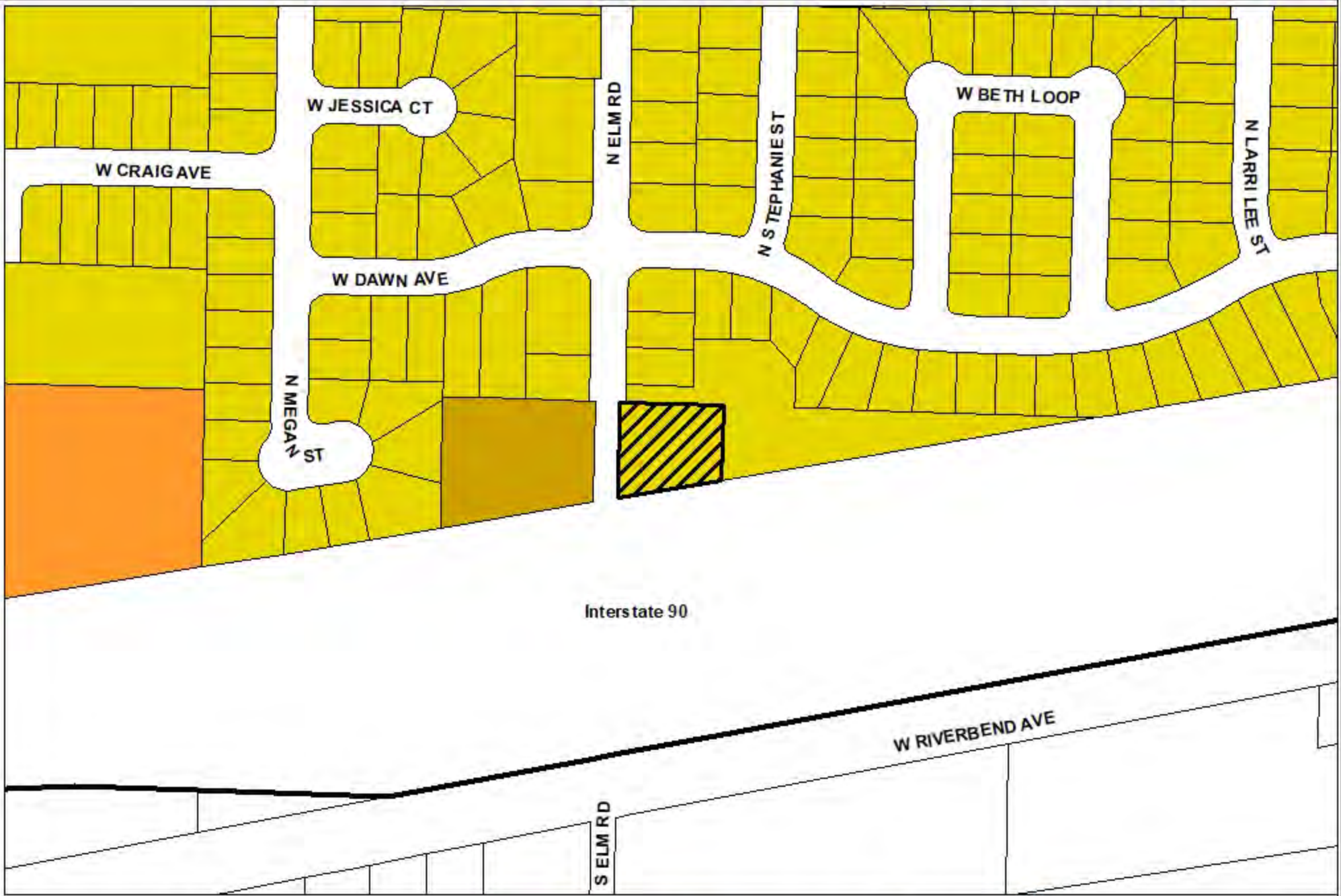


Project Location
BARNUM'S ADDITION
ZONE CHANGE
File # ZC-22-3



-  Subject Site
-  City Boundary
-  Tax Parcels Exhibit S-1



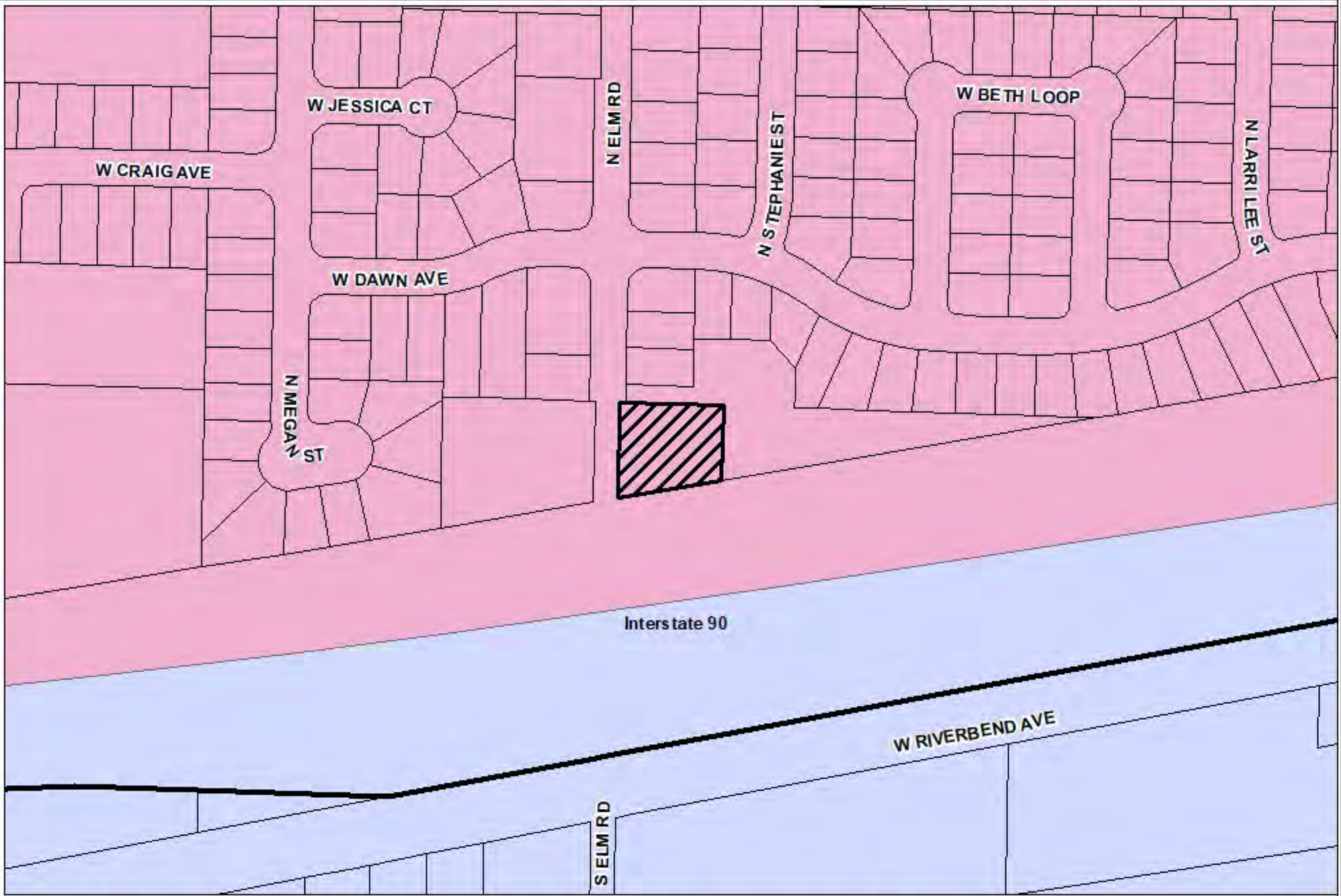


Zoning Map
 BARNUM'S ADDITION
 ZONE CHANGE
 File # ZC-22-3







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





Future Land Use Designation
 BARNUM'S ADDITION
 ZONE CHANGE
 File # ZC-22-3



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





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

May 6th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Barnum's Addition Zone Change File No. ZC-22-3

The Police Department has reviewed the above listed zone change 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
Lieutenant
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

May 10, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

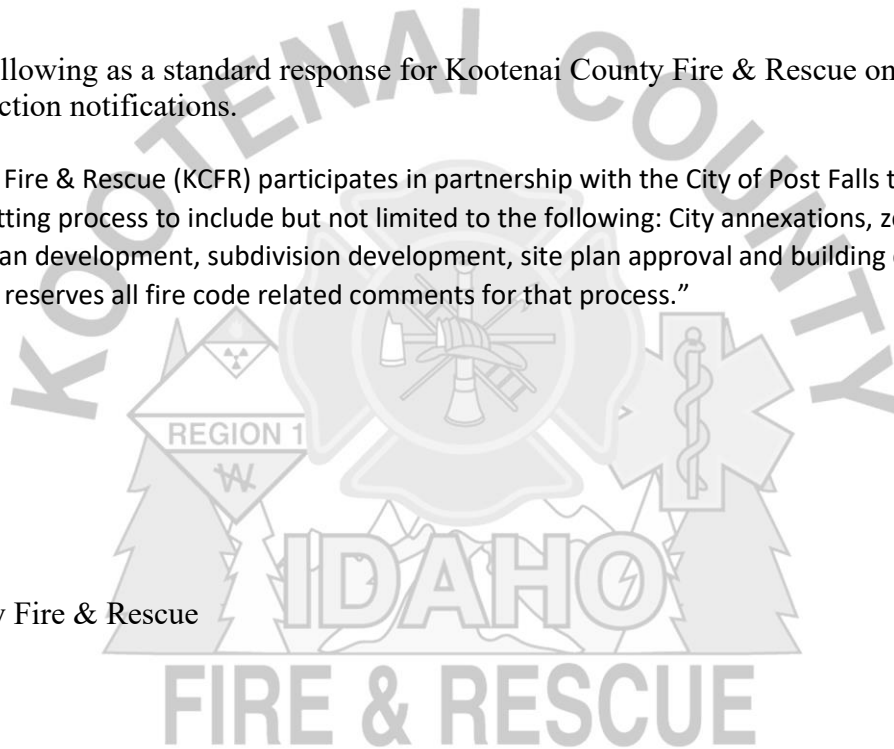
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal





DEQ Response to Request for Environmental Comment

Date: May 10, 2022
Agency Requesting Comments: City of Post Falls
Date Request Received: May 6, 2022
Applicant/Description: ZC-22-3

Thank you for the opportunity to respond to your request for comment. While the Idaho Department of Environmental Quality (DEQ) does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <https://www.deq.idaho.gov/assistance-resources/environmental-guide-for-local-govts/>

DEQ has not completed a thorough review of the documents provided, therefore, the following general comments should be applied as appropriate to the specific project:

1. Air Quality

- **Fugitive Dust** - All reasonable precautions shall be taken to prevent particulate matter (dust) from becoming airborne, as required in IDAPA 58.01.01.651.
- **Land Clearing** - If open burning of land clearing debris is incorporated into the land clearing phase, smoke management practices to protect air quality as described in IDAPA 20.02.01.071.03 and IDAPA 58.01.01.614 must be implemented by the applicant. Local fire protection permits may also be required.
- **Open Burning** - Open burning of demolition or construction debris is not an allowable form of open burning as defined by IDAPA 58.01.01.600. Demolition and construction debris must be treated in accordance with solid waste regulations.
- For questions, contact Shawn Sweetapple, Air Quality Manager, at (208) 769-1422.
- **Air Quality Permits** - IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

For permitting questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- If connecting to an existing wastewater utility, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the sewer provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

For questions, contact Matt Plaisted, DEQ Water Quality Engineering Manager, at (208)769-1422.

3. Drinking Water

- DEQ recommends using an existing drinking water system whenever possible or construction of a new drinking water system. Please contact DEQ to discuss this project and to explore options to best serve the future residents of this development and provide for protection of ground water resources.
- If connecting to an existing public or non-public drinking water system, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the water provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval. All projects for construction or modification of public drinking water systems require preconstruction approval.

- If any private wells will be included in the proposed project, DEQ recommends at a minimum testing the private well for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.

For questions, contact Katy Baker-Casile, DEQ Water Quality Engineering Manager, at (208) 769-1422.

4. Surface Water

- **Water Quality Standards.** Site activities adjacent to waters of the United States (US) must comply with Idaho's Water Quality Standards (WQS) (IDAPA 58.01.02). The WQS provide limits to pollutants to assure water quality for the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water. The federal Clean Water Act (CWA) requires states to list current conditions of all state waters (required by §305(b)), including publicly-owned lakes (required by §314), and to list waters that are impaired by one or more pollutants (required by §303(d)).
 - WQS: <http://www.deq.idaho.gov/water-quality/surface-water/standards/>
 - Current conditions of state waters (with interactive map): <http://www.deq.idaho.gov/water-quality/surface-water/monitoring-assessment/integrated-report/>
- **Point Source Discharges.** Site activities that discharge pollutants into waters of the US in Idaho may require Idaho Pollution Discharge Elimination System (IPDES) coverage (IDAPA 58.01.25) or the Environmental Protection Agency (EPA) National Pollution Discharge Elimination Program (NPDES) coverage.
 - <http://www.deq.idaho.gov/permitting/water-quality-permitting/ipdes/>
- **Construction activities.** Construction activities should implement Best Management Practices (BMPs) to control, prevent, or minimize pollution. Construction activities disturbing areas greater than one acre of land that may discharge stormwater directly or indirectly into waters of the US require development and implementation of a Stormwater Pollution Prevention Plan (SWPP) under a Construction General Permit with EPA NPDES.
 - <http://www.deq.idaho.gov/water-quality/wastewater/stormwater/>
- **Stream channel/lakeshore alteration and dredge and fill activities.** Site activities that disturb ground below the ordinary high water mark (OHWM) within streams/lakeshores must have a permit under IDAPA 37.03.07 (administered by Dept. of Lands) and IDAPA 58.13 (administered by Dept. of Water Resources). Activities that discharge fill material below the OHWM must have a permit under Section 404 of the CWA (administered by US Army Corps of Engineers). All activities must also comply with Idaho Water Quality Standards.
 - Idaho Department of Water Resources permits: <https://idwr.idaho.gov/streams/>
 - Idaho Department of Lands permits: <https://www.idl.idaho.gov/lakes-rivers/lake-protection/index.html>
 - US Army Corp of Engineers permits: <https://www.nww.usace.army.mil/Business-With-U/Regulatory-Division/>

For questions, contact Robert Steed, Surface Water Manager at (208) 769-1422.

5. Solid/Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Solid Waste.** The disposal of all solid waste must comply with Idaho's Solid Waste Management Rules (IDAPA58.01.06). No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that all activities comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."
- **Underground Storage Tanks.** DEQ requests that the installation of all underground storage tanks and piping along with any required testing and owner/operator training comply with Idaho's Rules Regulating Underground Storage Tank Systems (IDAPA 58.01.07)

6. Additional Notes

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. The Panhandle Health District regulates all ASTs over the Rathdrum Prairie aquifer. EPA regulates ASTs at all other areas. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 769-1422, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

For questions, contact Gary Stevens, Waste & Remediation Manager, at (208) 769-1422.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208)769-1422.

Dan McCracken, Regional Administrator, Coeur d'Alene



05/17/2022

PUBLIC COMMENT

Barnum's Zone Change

File No. ZC-22-3

Exhibit: 4B

Applicant: Dobler Engineering

Location: 460 N. Elm Rd; south of Seltice Way and just north of I-90

Request: To rezone approximately .55 acres from Single-Family Residential (R1) to Medium Density Residential R2.

Hearing Date: May 25, 2022

Questions list:

Name: Chris Schreiber

Address: 6571 West Big Sky Drive, Post Falls, ID 83854

Email: chris@firestarranch.com

Please Provide Your Position on the Proposed Zone Change: In Favor

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: Yes

Please explain your answer: Property along I-90 should all be zoned for multi-family, commercial or industrial. This change is very reasonable.

2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Is the request for commercial or high-density residential?: No

If the request for commercial or high-density residential.:

Please explain your answer:

3. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Is the request for limited or neighborhood commercial or low density residential?: Yes

If the request for limited or neighborhood commercial or low density residential.

Is the property near higher intensity urban activity?: No

Please explain your answer:

4. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Is the request for Industrial?: No'

If the request for Industrial Zoning

Is it situated away from residential zoning?:

Does it have sufficient access to major transportation routes?:

Please explain your answer:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: Yes

Please explain your answer:

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: Yes

Please explain your answer:

**CITY OF POST FALLS
STAFF REPORT**

DATE: May 20, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: JON MANLEY, PLANNING MANAGER
(208) 457-3344, jmanley@postfallsidaho.org

SUBJECT: STAFF REPORT FOR THE MAY 25, 2022 P&Z COMMISSION MEETING
THE POINTE ZONE CHANGE– RZNE-0001-2022

INTRODUCTION:

Nate Ballard of Wadsworth Development Group has requested approval to rezone approximately 54.1 acres in the City of Post Falls from Industrial (I) and Community Commercial Service (CCS) zoning to the Community Commercial Mixed (CCM) zoning district. The Planning & Zoning Commission must conduct a public hearing and determine if the requested zone change meets the approval criteria contained in Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, the Planning Commission will direct staff to prepare a Reasoned Decision, along with any appropriate conditions, that explains how the approval criteria are/are not met. The Planning Commission will review and approve the final Reasoned Decision at a subsequent meeting and will forward its recommendation to the City Council who will determine if the property should be rezoned and, if so, make a final determination on the appropriate zoning. The approval criteria are:

- A. Amendments to the zoning map should be in accordance with the Future Land Use Map.
- B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan.
- C. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
- D. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
- E. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
- F. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

PROJECT INFORMATION:

Project Name / File Number: The Pointe Zone Change, File No. RNZE-0001-2022

Owner: The Pointe Partners, LLC, 166 E 14000 S, Suite 210, Draper, Utah 84020

Applicant: Nate Ballard, Wadsworth Group, 166 E 14000 S, Suite 210, Draper, Utah 84020

Project Description: Rezone approximately 54.1 acres in the City of Post Falls from Industrial (I) and Community Commercial Service (CCS) zoning to the Community Commercial Mixed (CCM) zoning district.

AREA CONTEXT:

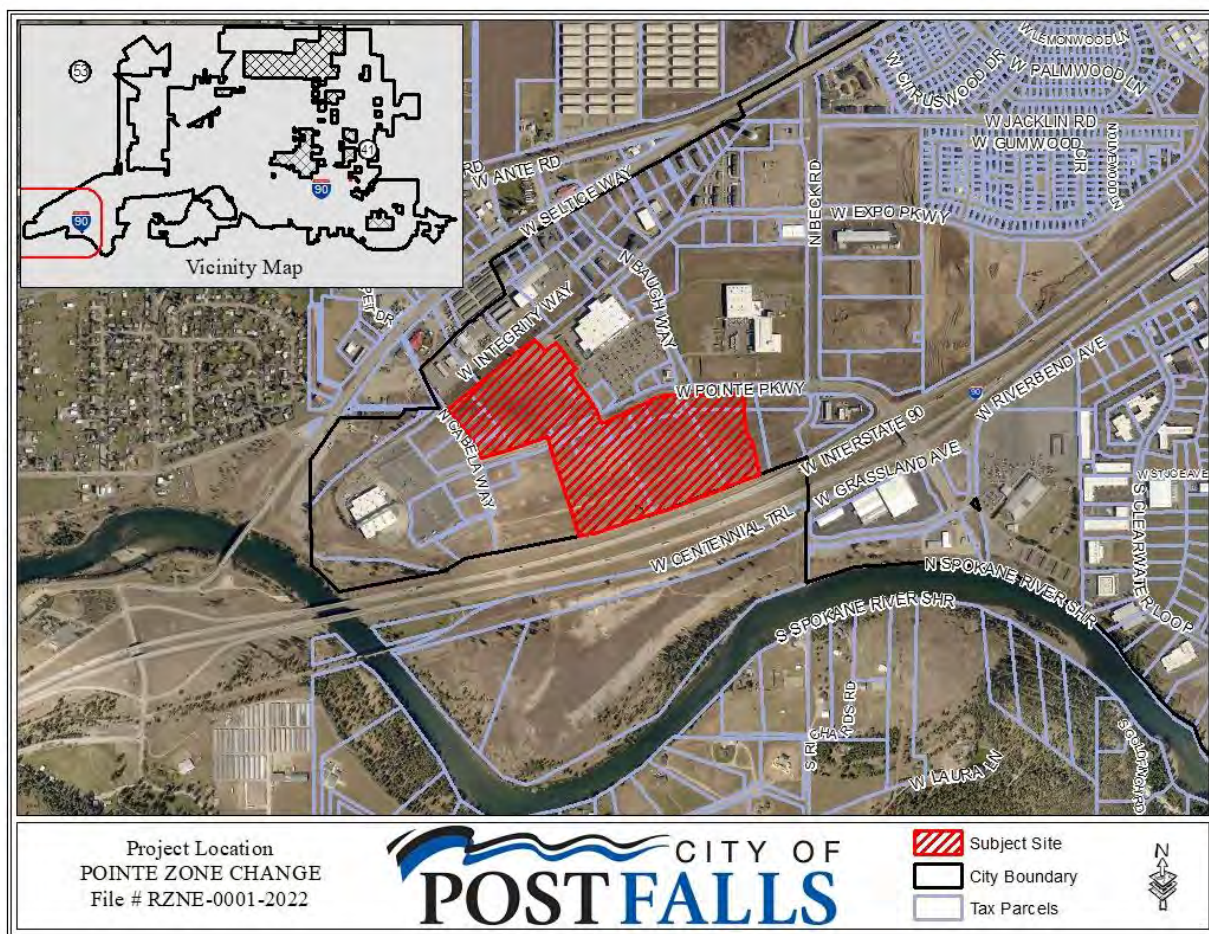
Project Location: In general, the site is located, west of Baugh Way, north of I-90, and south of Seltice Way, See Exhibit A-4.

Water Provider: The City of Post Falls

Sewer Provider: The City of Post Falls

Surrounding Land Uses: This site is within the planned Pointe Commercial Development Area with Walmart, Cabela’s, Panda Express, and a developing RV park near the requested Zone Change.

Area Context Map:



EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

A. Amendments to the zoning map should be in accordance with the Future Land Use Map. The Future Land Use Map designated this property with the land use designation of **Business/Commercial**, the following are the implementing zoning districts of this land use designation.

Implementing Zoning Districts: LC, CCS, **CCM**, TM, R-2, R-3, SC4, SC5, Per Focus Area

The Community Commercial Mixed (CCM) zoning district is an implementing zoning district outright. The existing Industrial (I) zone is not an implementing zoning district. The applicable Focus Area for this project is the Riverbend Focus Area, which provides the following:

This is a developing mixed-use center, taking advantage of proximity to the state line attracting business and customers from the Spokane metro area. The second largest industrial park in the region, "Riverbend Commerce Park" is within this planning area. This area has become home to not only residences that desire to be perfectly situated between Couer d'Alene and Spokane, but to some nationally renowned businesses such as WalMart, Cabela's, Sysco, ALKAiboa, Buck Knives, and Tedder Industries. There is also a Workforce Training Center and a University of Idaho Research Park to compliment the Riverbend developments. This area should continue to evolve, attracting commercial businesses, high tech companies, hotels, entertainment establishments, and potentially additional residential.

The following items affirm or guide development of key policies for this area, or suggest future action items for the Riverbend focus area:

- *Buffering between high and low-intensity development patterns should be maintained, employing use buffering and physical distance between said patterns;*
- *Maximize opportunities to improve river access.*

B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan. The following Goals and Policies that may be relevant to this request are provided below, followed by staff comments.

Goal 1: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

Staff Comment: Creating a diverse community with housing near neighborhood commercial activities assists creating live, work, play neighborhoods. Additionally, it may reduce the reliance of services being rendered on more highly trafficked corridors. The CCM zoning district states the following:

The Community Commercial Mixed (CCM) zone is intended to accommodate both commercial and high-density residential development at densities permitted by the high-density multi-family residential (R3) zone in a mixed-use development pattern. This zone should be applied in areas primarily located near arterials and collector streets to support commercial, residential, professional office, and civic uses that support an accessible work, live, and shop environment. Approval of the Community Commercial Mixed (CCM) zone requires a development agreement regulating the development site as provided in section 18.20.190 of this title.

- a. The CCM zone is appropriate for:
 - i. Areas designated Commercial, Commercial Mixed, Business Industrial, or Transitional in the Comprehensive Plan.
 - ii. Areas readily serviced by collector and arterial streets suitable for higher levels of traffic.
 - iii. Areas where other public services are sufficiently available for the intensity of use

- iv. Areas where the configuration of municipal infrastructure and neighboring land uses are compatible with the uses allowed in the CCM zone.

The Development Agreement attached per Exhibit S-4 provides the following multi-family apartment limitation:

Multi-Family Apartment Limitation: Owner agrees that no more than 15.4 acres of the Property (28.5% of the Property) may be used for multi-family development. Additionally, Owner agrees that all multi-family development must be located north of West Pointe Parkway and the multi-family development may not exceed 380 feet of frontage on that street and be consistent with the associated development.

Goal 3: Maintain and improve Post Falls' small-town scale, charm, and aesthetic beauty.

Whether newly arrived or long-term, residents of Post Falls often cite the community's "small-town charm," its modest size, and its valley setting with open space prairie and the Spokane River as attractive features. Due to this, many of the goals, policies and programs contained in the Comprehensive Plan help retain the City's lower-scale, walkable, small-lot development patterns common in early Post Falls, while at the same time, providing for urban growth in other, appropriate areas; support the development of cultural features and activities; and direct land use decisions encouraging infill and thoughtful expansion.

Staff Comment:

Placing community commercial services and some additional attainable housing (multi-family) at this location may be an appropriate area for more intense urban growth supporting an accessible work, live, and shop environment in an area serviced by a street suitable for higher levels of traffic.

Placing community commercial services and some additional attainable housing (multi-family) at this location may not be appropriate as it may be contrary to retaining the City's lower-scale, walkable, small-lot development patterns in the area.

If relevant, the Commission and Council must determine if the proposal maintains and improves the Cities small-town scale, charm, and aesthetic beauty.

Goal 5: Keep Post Falls' neighborhoods safe, vital, and attractive.

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active, and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services.

Goal 7: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Goal 8: Protect and maintain Post Falls' natural resources including clean air, soils, river, and aquifer, and minimizing light and noise pollution citywide.

City livability, health and value are fully dependent on clean, safe, and sustainable natural resources. This goal underscores Post Falls' commitment to maintaining its natural resources as a top priority, recognizing them as essential to the community's survival.

Goal 12: Maintain the City of Post Falls' long-term fiscal health.

Services that cities provide cannot be sustained without fiscal balance and accountability. This goal serves to anchor the City of Post Falls' obligation to sustain its fiscal health – achieved through the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide ratepayers with efficient, effective services now and in the future.

Goal 14: Involve the community of Post Falls in all local government planning and decision-making.

The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

The following policies may or may not assist the review of this Zone Change request.

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Staff Comment: Impact Fees are paid at the time of permit issuance to assist maintaining the community levels of service. Residential uses contribute to park impact fees where commercial uses do not. Both contribute to Public Safety and Streets. The associated development agreement require the developer to perform sewer and transportation studies prior to the issuance of any multi-family building permits and to provide any identified mitigations from the studies prior to certificates of occupancy.

- Foster the long-term fiscal health of the community;

Staff Comment: Providing the opportunities for creating the variety of service, retail, office, and mixed housing such as this proposal may further the establishment of having residential housing within walking distance of commercial uses to create sustainable and independent living communities. The interaction between these uses may increase their value and assist in contributing to the long-term fiscal health of the community.

- Maintain and enhance resident quality of life;

Staff Comment: Providing the opportunities for creating the variety of service, retail, office, and mixed housing such as this proposal may further the establishment of having residential housing within walking distance of commercial uses to create sustainable and independent living communities, which may assists maintaining and enhancing the residential quality of life.

- Promote compatible, well-designed development;

Staff Comment: As stated previously, providing the opportunity for creating a variety of service, retail, office, and mixed housing as this proposal may offer and could further the formation of residential housing within walking distance of commercial uses to create sustainable and independent living communities.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: To be garnered from the collective analysis in this report.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;

Staff Comment: This is addressed by the first review criteria in Section A of this report.

- Compatibility with the surrounding land uses;

Staff Comment: This site is within the planned Pointe Commercial Development Area with Walmart, Cabela's, Panda Express, and a developing RV park near the requested Zone Change.

- Infrastructure and service plans;

Staff Comment: Water and sanitary sewer are available to the site and would be provided by the City of Post Falls. The Owner has agreed to perform a sewer study prior to the issuance of any building permits on multi-family development and that any identified mitigation will be in place prior to the issuance of any certificates of occupancy. The City of Post Falls has the capacity and is willing to serve the property at the requested zoning, subject to any modifications identified in required studies.

- Existing and future traffic patterns;

Staff Comment: The requested zoning is consistent with the anticipated land uses and trip generations within the City's Transportation Master Plan. The Owner has agreed to perform a traffic study prior to the issuance of any building permits on multi-family development and that any identified mitigation will be in place prior to the issuance of any certificates of occupancy. Further analysis can be found in the third review criteria in Section C of this report.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The response to this is embedded within the analysis within this section.

Policy 3: Encourage development patterns that provide suitably scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.

Staff Comment: The Community Commercial Mixed (CCM) zone is intended to accommodate both commercial and high-density residential development. This site is within the planned Pointe Commercial Development Area with Walmart, Cabela's, Panda Express, and a developing RV park near the requested Zone Change.

Policy 7: Encourage the development of off-corridor access and circulation for commercial and mixed-use areas abutting limited-access arterials.

Staff Comment: The CCM zone in this area may provide this opportunity.

Policy 8: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.

Staff Comment: Redevelopment of this area may be considered infill and may be under-

utilized. If relevant, the Commission and Council must determine whether the development is compatible and under-utilized.

C. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Streets/Traffic: The proposed Zone Change area is adjacent to Interstate 90 and bisected by Pointe Parkway which provides access to I90. There is additional access from the site to Seltice Way, a Principle Arterial roadway, via Beck Road (Minor Arterial) and Baugh Way (Local Commercial). The requested zoning is in general conformance with the anticipated land uses and trip generations within the City's Transportation Master Plan. The Owner has agreed to perform a traffic study prior to the issuance of any building permits on multi-family development and that any identified mitigation will be in place prior to the issuance of any certificates of occupancy. A traffic study will verify potential impacts from multi-family development and allow for adjustment of signal timing to maintain system efficiency from any revisions to the zoning. Based on current zoning and projected growth; Pointe Parkway is currently estimated to be utilizing 13% of the roadway capacity (west of Beck Road) and 40% (east of Beck Road) in 2035.

Water and Sanitary Sewer: Water and sanitary sewer are available to the site. Sanitary Sewer would be provided by the City of Post Falls. The requested zoning is in general conformance with the land use assumptions in the City's Sanitary Sewer Master Plan. The Owner has agreed to perform a sewer study prior to the issuance of any building permits on multi-family development and that any identified mitigation will be in place prior to the issuance of any certificates of occupancy. The City of Post Falls has the capacity and is willing to provide sanitary sewer service the property at the requested zoning based on any identified modifications to the system are made prior to issuance of certificates of occupancy.

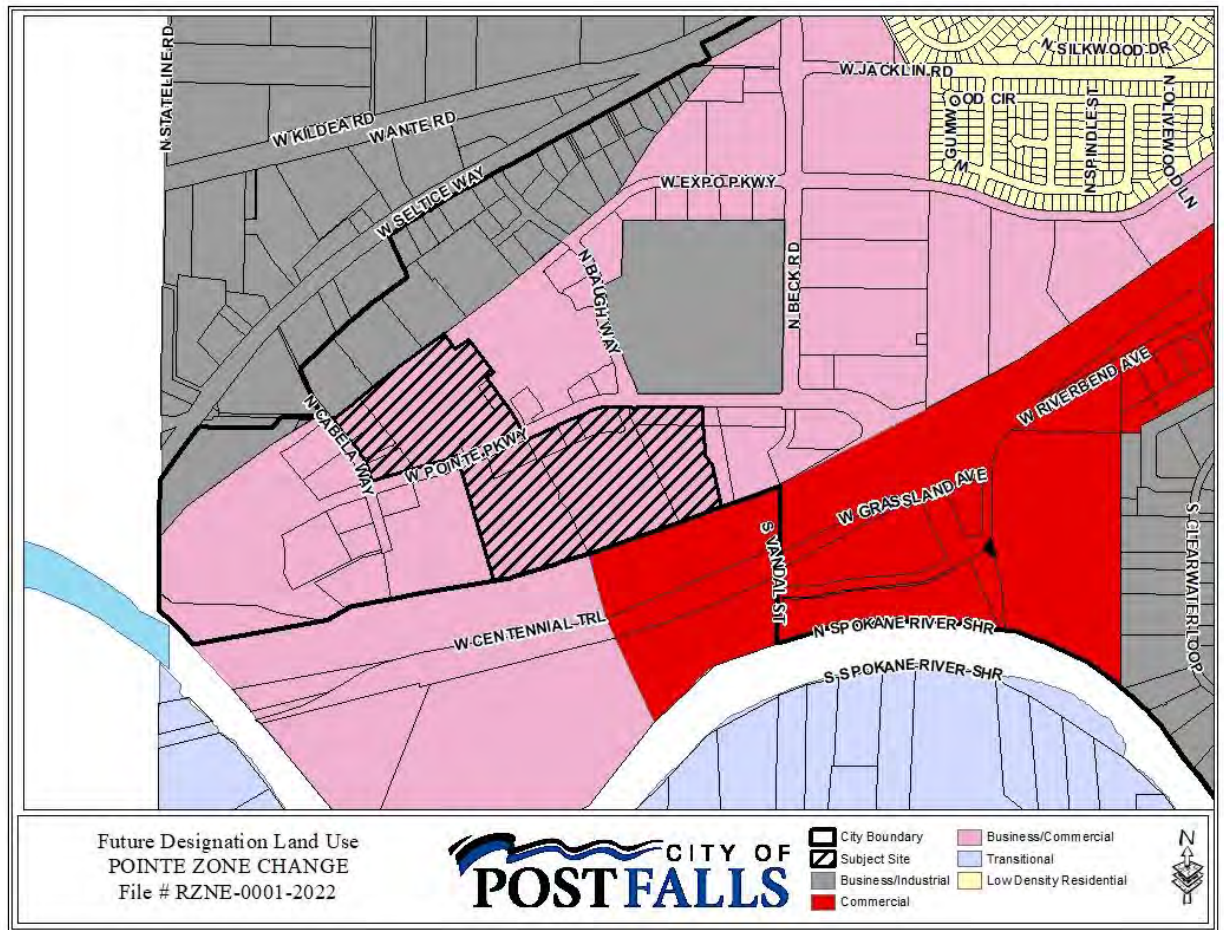
Water Service is provided by The City of Post Falls and there are no capacity or service concerns.

Compatibility with Existing Development and Future Uses:

This site is within the planned Pointe Commercial Development Area with Walmart, Cabela's, Panda Express, and a developing RV park near the requested Zone Change.

Future Land Use Designation:

Exhibit S-3: Future Land Use Map, depicts the land use designation for this area as Business/Commercial. The proposed CCM Zone may be allowable per the direction of the Riverbend Focus Area and the road classification of Pointe Parkway.



Community Plans: As previously stated this is within the Riverbend Focus Area within the Post Falls Comprehensive Plan.

Geographic/Natural Features:

The site contains no geographic or other natural features that would affect development of the site. This site is over the Rathdrum Prairie Aquifer.

D. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Staff Comment: The proposed zone is located along higher classified roadways. Seltice Way is classified as a Principal Arterial. Beck Road is a Minor Arterial and Pointe Parkway provides access to Interstate 90.

E. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Staff Comment: This location is within a planned higher intensity urban activity area.

F. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Staff Comment: The existing zoning is Industrial (I) and could be considered inconsistent with the approved Site Plan and is not an implementing zoning district in the Business commercial Land Use designation.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irr. District
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.	TransCanada GTN	TDS

- **Post Falls Police Department (Exhibit PA-1)** – Remain neutral
- **Kootenai Council Fire & Rescue (Exhibit PA-2)** - Comment throughout any future review and permitting processes.
- **Idaho Department of Environmental Quality (Exhibit PA-3)** – Gave general comments for time of construction.

MOTION OPTIONS: The Planning Commission must provide a recommendation of zoning to the City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria. 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.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-5	Title Report

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map
Exhibit S-4	Proposed Draft Development Agreement

Testimony:

Exhibit PA-1	PFPD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	DEQ Comments
Exhibit PC-1	Burd Comments
Exhibit PC-2	Schreiber Comments
Exhibit PC-3	Flippen Comments
Exhibit PC-4	Kienbaum Comments



ZONING TEXT/MAP AMENDMENT APPLICATION PFMC 18.20.170

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: 1/31/22 Received by: [signature] File # RZNE-0001-2022 Application Fee 1200 Public Hearings: \$600 Mailing \$6* 27 = 324

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

An Amendment of the Zoning Ordinance, including the Official Zoning Map, consists of amending, supplementing, changing or repealing of regulations, restrictions and/or boundaries.

- Completed application form
Application fee
A written narrative: Including zoning, how proposal relates to Annexation Goals and Policies, and the impact on City services.
A legal description: in MS Word compatible format, together with a meets and bounds map.
A report(s) by an Idaho licensed Title Company: showing ownership of record, any interest of record, and a list of property owners of record within 300 feet of external boundaries of the subject property and mailing labels, provided by the Title Company.
A vicinity map: To scale, showing property lines, thoroughfares, existing and proposed zoning, etc.
Public hearing notification: 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 two (2) publication notices 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



ZONING TEXT AMENDMENT APPLICATION

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.

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

PART 2 – APPLICATION INFORMATION

PROPERTY OWNER: The Pointe Partners, LLC		
MAILING ADDRESS: 166 E 14000 S, Suite 210		
CITY: Draper	STATE: Utah	ZIP: 84020
PHONE: 801-748-4088	FAX:	EMAIL: Nate@wadsdev.com
OWNER SIGNATURE: 		DATE: 01/27/2022
APPLICANT STATUS: OWNER: YES AGENT: CONTRACT BUYER: ENGINEER: PLANNER: OTHER:		
APPLICANT NAME: Wadsworth Development Group		
MAILING ADDRESS: 166 E 14000 S, Suite 210		
CITY: Draper	STATE: Utah	ZIP: 84020
APPLICANT PHONE: 801-748-4088	FAX:	EMAIL: Nate@wadsdev.com
APPLICANT SIGNATURE: 		DATE: 01/27/2022

AMENDMENT INFORMATION:

SECTION(S) OF THE ORDINANCE TO BE AMENDED:		
A Zoning Change requested from Industrial to CCM for the parcels described in the attached.		
PROPERTY LEGAL DESCRIPTION (ATTACH OR DESCRIBE):		
Please see the attached parcel numbers and legal descriptions.		
TAX PARCEL #: Please see attached	EXISTING ZONING: Industrial	ADJACENT ZONING: CCS
	CURRENT LAND USE: Vacant	ADJACENT LAND USE: Vacant
DESCRIPTION OF PROJECT/REASON FOR REQUEST: The owner of the property is requesting a change of zone from Industrial to Community Commercial Mixed (CCM) for a portion of the lots located within The Pointe at Post Falls (The Pointe), a 170-acre mixed-use development in the Riverbend Focus Area of Post Falls. Please see the attached Narrative for a more complete reasoning for this request.		

PART 3 – CERTIFICATION

The applicant (or representative) must be present at the public hearing to represent this proposal, or the application will not be heard. The applicant will be responsible for costs to re-notice the public hearing.

Petitioner's name(s), address, and phone number:

Name	Address	Phone
Nate Ballard	166 E 14000 S, Suite 210, Draper, UT 84020	801-748-4088

MAP AMENDMENT ACKNOWLEDGEMENT:

I (We) the undersigned do hereby make petition for a modification of the zoning classification of the property described in this petition, and do certify that we have provided accurate information as required by this petition form, to the best of my (our) ability.

Be advised that all exhibits presented will need to be identified at the meeting, entered into the record, and retained in the file.

DATED THIS 27th DAY OF January 20 22

City of Post Falls
Rezoning Request Narrative

Wadsworth Development Group (WDG), as applicant is requesting a change of zone from Industrial to Community Commercial Mixed (CCM) for a portion of the lots located within The Pointe at Post Falls (The Pointe), a 170-acre mixed-use development in the Riverbend Focus Area of Post Falls.

History

WDG purchased The Pointe property in 2013 from the original developer. The original marketing direction for the center was to attract big-box retailers and create a regional shopping center. In 2013, the development plan stalled with only Cabela's and Walmart being constructed in the entire project and only West Pointe Parkway and a part of Baugh Way being completed. After taking over the project, WDG has constructed infrastructure including multiple roads and has extended Beck Road from Seltice Way to West Pointe Parkway.

Since 2013, the development and marketing plans have been adapted to meet market demands. The demand for big-box, regional retail centers continue to decrease year over year. New market demands show strong support for a balanced work/life environment that involves less commuting and promotes living in a mixed-use community. Creating a space where residents can work, live, shop, and play is the new direction The Pointe is aiming for. This mix of uses allow for individuals to live, work, shop, and play in close proximity while concurrently saving time and money.

Property Location

The Pointe is located within the City's Riverbend Focus Area (Riverbend). The City of Post Falls' Comprehensive Plan adopted in 2020 describes this focus area as a "developing mixed use center, taking advantage of the proximity to the state line attracting business and customers from the Spokane metro area." Riverbend is the second largest industrial park in the region and is home to residences and nationally renowned businesses such as WalMart, Cabela's, Sysco, ALK Abello, Buck Knives, and Tedder Industries. The focus area also includes a Workforce Training Center and a University of Idaho Research Park. The Comprehensive Plan goes on to state that the Riverbend focus area "should continue to evolve, attracting commercial businesses, high tech companies, hotels, entertainment establishments, and potentially additional residential."

Proposed Zoning

WDG respectfully requests that the Industrial Zoning for the subject property be changed to Community Commercial Mixed. The subject property is approximately 54.1 acres and includes parcels on both sides of West Pointe Parkway between Cabela's and Walmart.

The current Industrial Zoning designation has deterred retail and other commercial businesses from locating to the site as evident by the lack of development throughout the park over the years. Should the zoning remain industrial, it is likely that these parcels within The Pointe will remain undeveloped for some time.

Changing the current zone to the Community Commercial Mixed zoning, would bring the zoning in line with the City's 2020 Comprehensive Plan for the Riverbend focus area by adding commercial and residential use. The national businesses and retail stores that once looked at this area would be enticed to relocate to this area with this change in zoning. The CCM zone would allow for commercial development and for mixed-use buildings. This change will help achieve the City's goals for this focus area by attract commercial businesses, tech companies, hotels, entertainment and potentially residential options. This change will also bring opportunities for residents to live, work and play in close proximity while concurrently saving time and money by reducing commuting costs. Having the CCM zone at this location, right off a highway exit, will also decrease the traffic impact on the City by allowing regional shoppers to access the site via I-90.

The CCM Zone also restricts the use of residential to be less than 50%. The owner has talked with several national retailers and businesses who have investigated locating to The Pointe, but ultimately decided to go to Spokane and/or other neighboring cities. The key reason was the same. They all sited the lack of close residential units to support their business. There is a balance needed for commercial and retail spaces to support each other. Having a CCM zone for this area would help strike a balance by allowing some residential that will help attract and support businesses and commercial developments that will better serve the City and the local residences. Changing the zoning to CCM for these parcels will not only help provide jobs to our local community but also reach the goals of the City for this focus area and increase the standard of living for our neighbors.

The requested zoning update will create spaces for residents to live, work, shop, and play all within a new, mixed-use development. Updating the zoning of The Pointe to allow for mixed uses of office, retail, hospitality and multifamily will help create a synergy that will meet market demands and make this a vital and thriving part of the Post Falls community for many years to come.

City's Goals and Policies

The City of Post Falls has evaluated and determined the goals and policies that they want to focus on for their City in their Comprehensive Plan. This zoning change request will help reach and achieve those goal and help the community in several ways.

This change will help create a sustainable community by allowing for mixed use development opportunities that are proven to be more resilient during economic downturns. Commercial uses mixed with residential help support each other and tend to do better during hard times. The properties in this request are next to the highway helping to reduce traffic impact on other neighborhoods throughout the City.

Allowing this zoning change will also help to provide high quality and affordable services to all residents by allowing businesses and other commercial companies to provide services and jobs to the community. This mixed-use helps to create a small town feel by allowing residents, employees and patrons the opportunity to get to know each other as they walk through the well maintained and landscaped sidewalks and trails in this area. With the river and parks so close, this zoning change would allow for you to be only a few minutes away from where you live, work, shop, and connect with nature.

GUARANTEE

Issued by

First American Title Company
1866 North Lakewood Drive, Coeur d'Alene, ID 83814

Title Officer:

Phone: (208)667-0567

FAX: (208)765-2050



First American Title

Guarantee

Guarantee Face Page

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-878266-C



First American Title Insurance Company

Dennis J. Gilmore

Dennis J. Gilmore
President

Jeffrey S. Robinson

Jeffrey S. Robinson
Secretary

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 mortgagee, 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

5010500-878266-C

Subdivision or Proposed Subdivision:

Order No.: 878266-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:

Wadsworth Development

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: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

(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:

The Pointe Partners, a Utah limited liability company

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

- 2020 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 2020 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	Affects:
2019	\$3766.17	\$1883.09	P00000012350	Parcel 2B
2019	\$17.92	\$8.96	P00000017250	Parcel 2B
2019	\$23,322.95	\$11,661.48	PK117002001A	Parcel 6
2019	\$2435.35	\$1217.68	PK1170020020	Parcel 7
2019	12.83\$26	\$1306.42	PK117002003A	Parcel 8
2019	\$2160.39	\$1080.20	PK117002004A	Parcel 9
2019	\$1362.00	1.00\$68	PK117002005A	Parcel 10
2019	\$2644.53	\$1322.27	PK117002006A	Parcel 11
2019	\$2524.99	\$1262.50	PK117003001B	Parcel 15
2019	\$13,279.4	\$6639.73	PK117003002A	Parcel 16
2019	\$3720.11	\$1860.06	PK117003004A	Parcel 17
2019	\$2637.12	\$1318.56	PK117003006A	Parcel 19
2019	\$2295.69	\$1147.85	PK117003007A	Parcel 20
2019	2492.49\$	\$1246.25	PK1170030080	Parcel 21
2019	\$2333.82	\$1166.91	PK1170030090	Parcel 22
2019	\$2257.22	\$1128.61	PK1170030100	Parcel 23
2019	\$1546.61	\$773.31	PL1470010010	Parcel 24t
2019	\$1544.26	\$772.13	PL1470010020	Parcel 24
2019	\$1544.61	\$772.31	PL1470010030	Parcel 24
2019	\$1540.88	\$770.44	PL1470010040	Parcel 24
2019	\$1352.78	\$676.39	PL1470010050	Parcel 24
2019	\$2329.76	\$1164.88	PL1470010060	Parcel 24
2019	\$1905.52	\$952.76	PL2510010020	Parcel 25
2019	\$6486.17	\$3243.09	PL2940020020	Parcel 26
2019	\$8822.53	\$4411.27	PL2940020030	Parcel 26
2019	\$4306.48	\$2153.24	PL2940020040	Parcel 26
2019	\$18,201.87	\$9100.94	PL2940020050	Parcel 26
2019	\$2083.58	\$1041.79	PL2940030010	Parcel 27
2019	\$3563.04	\$1781.52	PL294003002A	Parcel 27
2019	\$1792.99	\$896.50	PL294003002B	Parcel 27
2019	\$6796.27	\$3398.14	PL294003003A	Parcel 27
2019	\$2152.88	\$1076.44	PL294003003B	Parcel 27
2019	\$11,148.99	\$5574.50	PL2940030040	Parcel 27

Homeowners Exemption is not in effect for 2019.
 Circuit breaker is not in effect for 2019.
 Agricultural Exemption is not in effect for 2019.

2. Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing dated December 11, 2015, to secure an original indebtedness of \$30,000,000.00, and any other amounts and/or obligations secured thereby
Recorded: December 16, 2015, as Instrument No. 2526910000
Grantor: The Pointe Partners, LLC, a Utah limited liability company
Trustee: First American Title and Escrow Company
Beneficiary: Zions First National Bank

Assignment of Rents by instrument recorded December 16, 2015, as Instrument No. 2526911000.

By instrument recorded July 5, 2016, as Instrument No. 2552235000, the beneficiary of said deed of trust appointed First American Title and Escrow Company as successor trustee.

Supplemental Trust Deed recorded May 1, 2017 as Instrument No. 2593880000.

Supplemental Assignment of Leases recorded May 1, 2017 as Instrument No. 2593881000.

Second Supplemental Trust Deed recorded November 22, 2017 as Instrument No. 2621577000.

Second Supplemental Assignment of Leases recorded November 22, 2017 as Instrument No. 2621578000.

Third Supplemental Trust Deed recorded June 21, 2019 as Instrument No. 2698421000.

Third Supplemental Assignment of Leases recorded June 21, 2019 as Instrument No. 2698422000.

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

3. Levies and assessments of East Greenacres Irrigation District for which we find no delinquencies of record.
4. Provisions in deed to State of Idaho, regarding I-90, recorded September 10, 1973, as Instrument No. 633688.
5. Easement for electric transmission and/or distribution line or system granted to Kootenai Electric Cooperative, Inc., recorded April 24, 2002, as Instrument No. 1729758.
6. Easement for right of way granted to City of Post Falls, recorded January 29, 2004, as Instrument No. 1855750.
7. Easement for right of way granted to City of Post Falls, recorded February 24, 2004, as Instrument No. 1859986.
8. Easement for access and utility granted to City of Post Falls, recorded July 9, 2004, as Instrument No. 1887076.
9. Easement for sewer granted to City of Post Falls, recorded November 22, 2004, as Instrument No. 1914405.
10. Easement for right of way granted to City of Post Falls, recorded November 22, 2004, as Instrument No. 1914410.

11. Easement for sewer, access and utility granted to City of Post Falls, recorded November 22, 2004, as Instrument No. 1914406.
12. Easement for utility, sidewalk and drainage granted to City of Post Falls, recorded November 22, 2004, as Instrument No. 1914411.
13. Easement for utility, sidewalk and drainage granted to City of Post Falls, recorded November 22, 2004, as Instrument No. 1914412.
14. Easement for utility, sidewalk and drainage granted to City of Post Falls, recorded November 22, 2004, as Instrument No. 1914413.
15. Easement for sewer granted to City of Post Falls, recorded November 22, 2004, as Instrument No. 1914407.
16. Easement for right of way granted to City of Post Falls, recorded November 22, 2004, as Instrument No. 1914404.
17. Easements, terms and conditions contained in Ordinance No. 1059, for right of way vacation, recorded March 1, 2005 as Instrument No. 1932489.
18. Water Rights Deed from Centerpointe Partners, LLC, a Washington limited liability company and Dicker-Warmington Properties, a California partnership to City of Post Falls, recorded December 21, 2005 as Instrument No. 2002921.
19. Operation and Reciprocal Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: The Pointe, LLC, a Delaware limited liability company and Cabela's Retail, Inc., a Nebraska corporation
Recorded: November 15, 2006, Instrument No. 2067237000

First Amendment to Operation and Reciprocal Easement Agreement, recorded November 7, 2007 as Instrument No. 2130751000.

Second Amendment to Operation and Reciprocal Easement Agreement, recorded April 22, 2008 as Instrument No. 2155337000.

Third Amendment to Operation and Reciprocal Easement Agreement, recorded January 9, 2012 as Instrument No. 2341596000.
20. Master Development Agreement upon the terms, conditions and provisions contained therein:
Parties: City of Post Falls and The Pointe, LLC
Recorded: February 8, 2008, Instrument No. 2143941000
21. Master Development Agreement upon the terms, conditions and provisions contained therein:
Parties: City of Post Falls and The Pointe, LLC
Recorded: April 1, 2008, Instrument No. 2151921000
22. Easements with Covenants, Conditions and Restrictions recorded as Instrument No. 2155339000, 2624804000, 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).

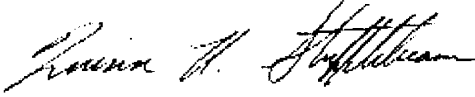
23. Covenants, conditions, easements and restrictions on the recorded plat of said subdivision but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
24. Easement for electric equipment granted to Avista Corporation, recorded December 9, 2009, as Instrument No. 2244409000.
25. Easement for private sewer granted to The Pointe, LLC, a Delaware limited liability company, recorded June 9, 2010, as Instrument No. 2268432000.
26. Easement for private waterline granted to The Pointe, LLC, a Delaware limited liability company, recorded June 9, 2010, as Instrument No. 2268433000.
27. Easement for utilities granted to the public, recorded August 10, 2009, as Instrument No. 2226751000.
28. Utility Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: The Pointe, LLC, a Delaware limited liability company and City of Post Falls
Recorded: August 21, 2009, Instrument No. 2228741000
29. Existing rights of way, easements and franchise rights of any lot owner or public utility in place at time of vacation.
30. Easement for electric right of way granted to Avista Corporation, a Washington corporation, recorded April 29, 2011, as Instrument No. 2311623000.
31. Easement for roadway, pipelines for water and sewer and utilities granted to City of Post Falls, recorded October 22, 2012, as Instrument No. 2380497000.
32. Provisions in deed to The State of Idaho, Idaho Transportation Board, by and through the Idaho Transportation Department, recorded May 17, 2013, as Instrument No. 2410850000.
33. Provisions in deed to City of Post Falls, a municipal corporation, recorded May 17, 2013, as Instrument No. 2410851000.
34. The following matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by an ALTA/NSPS survey made by CLC Associates on April 30, 2013, designated Job No. 13-0033.
 - a. sewer manhole in Parcel 3a
 - b. 2 power transformers in Parcel 3a
35. Easement for road right of way granted to Kootenai County, recorded January 6, 2014, as Instrument No. 2442050000.
36. Easement granted to Avista Corporation, recorded February 6, 2014, as Instrument No. 2445559000.
37. Master Development Agreement upon the terms, conditions and provisions contained therein:
Parties: City of Post Falls and The Pointe, LLC, a Utah limited liability company
Recorded: February 4, 2015, Instrument No. 2485560000
38. Easement granted to City of Post Falls, recorded June 12, 2015, as Instrument No. 2501925000.

39. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded September 14, 2015, as Instrument Number 2515033000, Book 28 of Surveys, Page 449, 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).
40. Easement for right of way granted to Kootenai Electric Cooperative, Inc., recorded August 12, 2016, as Instrument No. 255781200.
41. Easement for right of way granted to City of Post Falls, recorded December 16, 2016, as Instrument No. 2575937000.
42. 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 May 18, 2017, in Book L of Plats, Page 147, 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).
43. Covenants, Conditions and Restrictions recorded as Instrument No. 2596773000, 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).
44. Levies and assessments of The Pointe at Post Falls Owner's Association for which we find no delinquencies of record.
45. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded August 21, 2017, in Book 29 of Surveys, Page 486, 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).
46. 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 June 19, 2018, in Book L of Plats, Page 251, 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).
47. Covenants, Conditions and Restrictions recorded as Instrument No. 2649329000, 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).
48. Cross-Access and Temporary Construction Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: CFT NV Developments, LLC, a Nevada limited liability company and The Pointe Partners, LLC, a Utah limited liability company
Recorded: June 22, 2018, Instrument No. 2649331000
49. Easements, terms and conditions contained in Ordinance No. 1341, for right of way vacation, recorded July 5, 2018 as Instrument No. 2651064000.
50. 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 December 26, 2018, in Book L of Plats, Page 294, 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).

51. Easement for right of way granted to Kootenai Electric Cooperative, Inc., recorded February 12, 2019, as Instrument No. 2680605000.

Date of Guarantee: January 06, 2020 at 7:30 A.M.

First American Title Company

A handwritten signature in black ink, appearing to read "Ross H. Hoffmann". The signature is written in a cursive style with a large, stylized initial 'R'.

By:

Authorized Countersignature

EXHIBIT A

PARCEL 2B:

THAT PORTION OF THE BELOW DESCRIBED PARCEL THAT LIES NORTH OF PARCEL DEEDED TO THE CITY OF POST FALLS UNDER DEED RECORDED JANUARY 29, 2004 AS INSTRUMENT NO. 1855749 AND NORTH OF PARCEL DEEDED TO KOOTENAI ELECTRIC COOPERATIVE, INC. UNDER DEED RECORDED DECEMBER 1, 2004 AS INSTRUMENT NO. 1916032:

A PORTION OF THE NORTHEAST QUARTER OF SAID SECTION 1 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE N88°48'04"W ALONG THE EAST/WEST CENTER OF SECTION LINE A DISTANCE OF 95.03 FEET TO A POINT OF THE WESTERLY RIGHT OF WAY LINE OF BECK ROAD AND THE POINT OF BEGINNING;

THENCE CONTINUING N88°48'04"W A DISTANCE OF 555.53 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE N61°26'26"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 448.81 FEET TO A POINT OF THE WESTERLY RIGHT OF LINE OF BECK ROAD, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 45.00 FEET AND A CHORD BEARING AND DISTANCE OF S74°14'59"E A DISTANCE OF 62.87 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°37'10" AN ARC DISTANCE OF 69.60 FEET;

THENCE S29°56'24"E A DISTANCE OF 18.25 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 1338.00 FEET AND A CHORD BEARING AND DISTANCE OF S25°21'19"E A DISTANCE OF 213.91 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°10'11" AN ARC DISTANCE OF 214.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PORTION OF THE NORTHEAST QUARTER OF SAID SECTION 1 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE N00°51'55"E ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 58.92 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF BECK ROAD AND THE POINT OF BEGINNING;

THENCE CONTINUING N00°51'55"E ALONG SAID EAST LINE A DISTANCE OF 311.80 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE S61°26'26"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 98.06 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF BECK ROAD, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 45.00 FEET AND A CHORD BEARING AND DISTANCE OF S15°45'01"W A DISTANCE OF 64.40 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°22'50" AN ARC DISTANCE OF 71.77 FEET;

THENCE S29°56'24"E A DISTANCE OF 13.43 FEET TO THE BEGINNING OF A CURVE CONCAVE

TO THE WEST AND HAVING A RADIUS OF 1448.00 FEET AND A CHORD BEARING AND DISTANCE OF S25°44'07"E A DISTANCE OF 212.33 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°24'34" AN ARC DISTANCE OF 212.53 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH THAT PORTION OF VACATED BECK ROAD UNDER ORDINANCE NO VAC-15-02, RECORDED JANUARY 21, 2016 AS INSTRUMENT NO. 2530933000 AND CORRECTED BY DOCUMENT RECORDED JUNE 24, 2016 AS INSTRUMENT NO. 2550726000 THAT WOULD ATTACH BY OPERATION OF LAW,

EXCEPT THAT PORTION DEEDED TO THE CITY OF POST FALLS FOR BECK ROAD, BY DOCUMENT RECORDED MAY 17, 2013 AS INSTRUMENT NO. 2410851000 DESCRIBED AS FOLLOWS:

THAT CERTAIN REAL PROPERTY LYING WITHIN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, IN TOWNSHIP 50 NORTH, RANGE 6 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING A PORTION OF EXHIBIT C AS DESCRIBED IN THAT CERTAIN BOUNDARY LINE ADJUSTMENT QUITCLAIM DEED RECORDED AS INSTRUMENT NUMBER 2132715000 ON 11/20/2007, AND ALSO BEING A PORTION OF THE EXISTING BECK ROAD PRESCRIPTIVE RIGHT OF WAY, IN THE RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" DIAMETER IRON PIPE WITH A 2-1/2" DIAMETER BRASS CAP MARKED "PLS 818" AT THE WEST 1/4 CORNER OF SECTION 6 IN TOWNSHIP 50 NORTH, RANGE 5 WEST ACCORDING TO THE CP&F RECORDS FILED AS INSTRUMENT NUMBER 2162005000 AND 697402, SAID POINT BEARING NORTH 00°50'25" EAST A DISTANCE OF 2645.59 FEET, FROM A 1/2" DIAMETER REBAR WITH A 1-1/2" DIAMETER UNREADABLE ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 6 ACCORDING TO THE CORNER PERPETUATION & FILING (CP&F) RECORD FILED AS INSTRUMENT NUMBER 1793772, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 27 AT PAGE 199 AS INSTRUMENT NUMBER 2350896000 ON 3/21/2012;

THENCE ALONG THE EAST LINE OF SAID SECTION 1, NORTH 00°52'00" EAST A DISTANCE OF 250.63 FEET, TO THE POINT OF BEGINNING, AT I-90 DESIGN CL STATION 2053+93.33, OFFSET 3103.41 FEET LEFT, AND SAID POINT IS ALSO AT BECK ROAD DESIGN CL STATION 728+90.53, OFFSET 61.00 FEET LEFT;

THENCE LEAVING THE EAST LINE OF SAID SECTION 1, ALONG A PROPOSED RIGHT OF WAY LINE, THE FOLLOWING COURSES:

1. NORTH 10°04'04" WEST A DISTANCE OF 64.53 FEET;
2. THENCE ALONG A TANGENT CURVE TO THE LEFT THROUGH AN ANGLE OF 52°11'18" A LENGTH OF 45.54 FEET, HAVING A RADIUS OF 50.00 FEET, AND A CHORD BEARING NORTH 36°09'43" WEST A DISTANCE OF 43.98 FEET, TO A NON-TANGENT LINE ON THE SOUTH RIGHT OF WAY OF SELTICE WAY AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 16 OF SURVEYS AT PAGE 70 AS INSTRUMENT NUMBER 1376805 ON 11/7/1994, AND ALSO ACCORDING TO THE 1938 HIGHWAY 10 RIGHT OF WAY PLANS FOR FAP 53-A(3);

THENCE ALONG SAID SOUTH LINE OF SELTICE WAY, NORTH 61°27'40" EAST A DISTANCE OF 44.46 FEET, TO THE EAST LINE OF SECTION 1, AT BECK ROAD DESIGN CL STATION 730+18.29, OFFSET 32.07 FEET LEFT;

THENCE ALONG THE EAST LINE OF SAID SECTION 1, SOUTH 00°52'00" WEST A DISTANCE OF 120.30 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF THE VACATED RIGHT OF WAY OF JACKLIN ROAD, RECORDED AS INSTRUMENT NO. 1932489, LOCATED IN SECTION 1, TOWNSHIP 50 NORTH, RANGE 6 WBM, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**THAT PORTION OF JACKLIN ROAD LOCATED IN THE EAST HALF OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 6 WBM, LYING EAST OF THE SOUTHEASTERLY MARGIN OF U.S. HIGHWAY NO. 10 (SELTICE WAY)
EXCEPT THAT PORTION OF SAID RIGHT OF WAY DESCRIBED AS FOLLOWS:**

BEGINNING AT THE INTERSECTION OF THE EAST-WEST CENTERLINE OF SAID SECTION 1 WITH SAID SOUTHEASTERLY MARGIN;

THENCE S89°01'21"E ALONG SAID EAST-WEST CENTERLINE, A DISTANCE OF 124.47 FEET;

THENCE S40°19'00"W A DISTANCE OF 19.39 FEET TO THE SOUTHERLY MARGIN OF JACKLIN ROAD;

THENCE N89°01'21"W ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 179.22 FEET TO THE SOUTHEASTERLY MARGIN OF U.S. HIGHWAY NO. 10 (SELTICE WAY); THENCE N61°36'42"E ALONG SAID MARGIN, A DISTANCE OF 30.59 FEET TO ITS INTERSECTION WITH SAID EAST-WEST CENTERLINE OF SECTION 1;

THENCE S89°01'21"E ALONG SAID LINE, A DISTANCE OF 40.38 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

A PORTION OF THE NORTH HALF OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 6 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO AND PORTIONS OF LOTS 1, 3, 4, AND 7, BLOCK 2 OF THE POINTE AT POST FALLS, RECORDED IN BOOK "K" OF PLATS, PAGES 117 THRU 117B, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 1 THE FOLLOWING SIX (6) COURSES;

- 1. N09°42'08"W A DISTANCE OF 329.20 FEET**
- 2. N16°19'20"W A DISTANCE OF 14.00 FEET**
- 3. N73°40'40"E A DISTANCE OF 73.35 FEET**
- 4. N16°19'20"W A DISTANCE OF 252.00 FEET**
- 5. N73°40'40"E A DISTANCE OF 282.06 FEET**
- 6. N16°19'20"W A DISTANCE OF 179.45 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF POINTE PARKWAY;**

THENCE N73°40'40"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 244.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2048.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°03'35" AN ARC DISTANCE OF 288.16 FEET; THENCE N65°37'05"E A DISTANCE OF 48.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S16°04'28"E ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 162.04 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE CONTINUING S16°04'28"E A DISTANCE OF 3.05 FEET; THENCE N65°22'49"E A DISTANCE OF 345.36 FEET; THENCE S24°22'55"E A DISTANCE OF 12.27 FEET; THENCE N65°10'21"E A DISTANCE OF 4.45 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE CONTINUING N65°10'21"E A DISTANCE OF 23.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2000.00 FEET AND A CHORD BEARING AND DISTANCE OF S29°34'40"E A DISTANCE OF 288.39 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°16'08" AN ARC DISTANCE OF 288.64 FEET; THENCE S19°25'18"W A DISTANCE OF 42.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE

NORTHEAST AND HAVING A RADIUS OF 300.00 FEET AND A CHORD BEARING AND DISTANCE OF S43°57'27"E A DISTANCE OF 67.93 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°00'08" AN ARC DISTANCE OF 68.08 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°50'27" AN ARC DISTANCE OF 60.89 FEET; THENCE S24°37'04"E A DISTANCE OF 337.09 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 90; THENCE S72°58'45"W ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 605.07 FEET; THENCE S79°56'00"W A DISTANCE OF 887.31 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

LOT 2, BLOCK 2, THE POINTE AT POST FALLS, ACCORDING TO THE PLAT RECORDED IN BOOK K OF PLATS, PAGES 117 THRU 117B, RECORDS OF KOOTENAI COUNTY, IDAHO.

PARCEL 8:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 6 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO AND PORTIONS OF LOTS 1 AND 3, BLOCK 2 OF THE POINTE AT POST FALLS, RECORDED IN BOOK "K" OF PLATS, PAGES 117 THRU 117B, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE S16°04'28"E A DISTANCE OF 3.05 FEET; THENCE N65°22'49"E A DISTANCE OF 345.36 FEET; THENCE N24°22'55"W A DISTANCE OF 161.93 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF POINTE PARKWAY; THENCE S65°37'05"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 321.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S16°04'28"E ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 162.04 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

PORTIONS OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 6 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO AND PORTIONS OF LOTS 3 AND 4 BLOCK 2 OF THE POINTE AT POST FALLS, RECORDED IN BOOK "K" OF PLATS, PAGES 117 THRU 117B, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4 SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF POINTE PARKWAY; THENCE N65°37'05"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 232.09 FEET; THENCE S24°37'11"E A DISTANCE OF 172.31 FEET; THENCE S65°10'21"W A DISTANCE OF 238.55 FEET TO THE WEST LINE OF SAID LOT 4; THENCE CONTINUING S65°10'21"W A DISTANCE OF 4.45 FEET; THENCE N24°22'55"W A DISTANCE OF 174.20 FEET TO THE SAID SOUTHERLY RIGHT OF WAY LINE; THENCE N65°37'05"E A DISTANCE OF 10.19 FEET TO THE POINT OF BEGINNING.

PARCEL 10:

PORTIONS OF THE NORTHEAST QUARTER OF SECTION 12, AND THE EAST HALF OF SECTION 1, ALL IN TOWNSHIP 50 NORTH, RANGE 6 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO AND PORTIONS OF LOTS 4 AND 5, BLOCK 2 OF THE POINTE AT POST FALLS, RECORDED IN BOOK "K" OF PLATS, PAGES 117 THRU 117B, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5 SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF POINTE PARKWAY; THENCE N65°37'05"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 144.01 FEET; THENCE S24°19'34"E A DISTANCE OF 171.12 FEET; THENCE S65°10'21"W A DISTANCE OF 143.85 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE CONTINUING S65°10'21"W A DISTANCE OF 9.81 FEET; THENCE N24°37'11"W A DISTANCE OF 172.31 FEET TO THE SAID

RIGHT OF WAY LINE; THENCE N65°37'05"E A DISTANCE OF 10.53 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

PORTIONS OF THE NORTHEAST QUARTER OF SECTION 12, AND THE EAST HALF OF SECTION 1, ALL IN TOWNSHIP 50 NORTH, RANGE 6 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO AND PORTIONS OF LOTS 5, 6 AND 7, BLOCK 2 OF THE POINTE AT POST FALLS, RECORDED IN BOOK "K" OF PLATS, PAGES 117 THRU 117B, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6 SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF POINTE PARKWAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 451.50 FEET AND CHORD BEARING AND DISTANCE OF N77°48'33"E A DISTANCE OF 190.69 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°22'55" AN ARC DISTANCE OF 192.13 FEET; THENCE N90°00'00"E A DISTANCE OF 49.50 FEET; THENCE S00°07'04"E A DISTANCE OF 36.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 171.10 FEET AND A CHORD BEARING AND DISTANCE OF S15°53'28"E A DISTANCE OF 58.24 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°35'53" AN ARC DISTANCE OF 58.53 FEET; THENCE S24°22'55"E A DISTANCE OF 58.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°13'36" AN ARC DISTANCE OF 62.43 FEET; THENCE N85°09'19"W A DISTANCE OF 32.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 387.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°11'36" AN ARC DISTANCE OF 204.20 FEET; THENCE S65°10'21"W A DISTANCE OF 23.27 FEET; THENCE N24°19'34"W A DISTANCE OF 171.12 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE N65°37'05"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 84.32 FEET TO THE POINT OF BEGINNING.

PARCEL 15:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 12, ALL IN TOWNSHIP 50 NORTH, RANGE 6 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO BEING A PORTION OF LOT 1, BLOCK 3 OF THE POINTE AT POST FALLS, RECORDED IN BOOK "K" OF PLATS, PAGES 117 THRU 117B, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 3 OF SAID THE POINTE AT POST FALLS, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF POINTE PARKWAY; THENCE N65°37'05"E ALONG THE SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 56.35 FEET TO THE POINT OF BEGINNING; THENCE N24°08'18"W A DISTANCE OF 59.58 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 376.01 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°04'15" AN ARC DISTANCE OF 79.22 FEET; THENCE N36°12'33"W A DISTANCE OF 76.14 FEET; THENCE N29°42'37"W A DISTANCE OF 10.18 FEET; THENCE N53°33'06"E A DISTANCE OF 18.84 FEET; THENCE N53°46'13"E A DISTANCE OF 114.03 FEET; THENCE N54°04'38"E A DISTANCE OF 25.38 FEET; THENCE S36°27'40"E A DISTANCE OF 153.56 FEET; THENCE S30°46'44"E A DISTANCE OF 40.02 FEET; THENCE S36°12'27"E A DISTANCE OF 18.00 FEET; THENCE S53°47'33"W A DISTANCE OF 110.63 FEET; THENCE S36°12'27"E A DISTANCE OF 25.65 FEET TO A POINT ON THE SAID NORTHERLY RIGHT OF WAY LINE; THENCE S65°37'05"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 67.87 FEET TO THE POINT OF BEGINNING.

PARCEL 16:

PORTIONS OF THE NORTH HALF OF SECTION 12, AND THE SOUTH HALF OF SECTION 1, ALL IN TOWNSHIP 50 NORTH, RANGE 6 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO AND PORTIONS OF LOTS 1, 2, 3, AND 4, BLOCK 3 OF THE POINTE AT POST FALLS, RECORDED IN BOOK "K" OF PLATS, PAGES 117 THRU 117B, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE N53°46'13"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 41.05 FEET; THENCE S37°19'43"E A DISTANCE OF 140.03 FEET; THENCE N53°46'13"E A DISTANCE OF 126.83 FEET; THENCE S36°13'47"E A DISTANCE OF 305.49 FEET; THENCE S53°47'19" A DISTANCE OF 62.93 FEET; THENCE S36°15'00"E A DISTANCE OF 17.59 FEET; THENCE S54°55'44"W A DISTANCE OF 91.38 FEET; THENCE S34°40'53"E A DISTANCE OF 215.39 FEET; THENCE S52°36'43"W A DISTANCE OF 45.47 FEET; THENCE S37°12'36"W A DISTANCE OF 126.83 FEET; THENCE S52°36'43"W A DISTANCE OF 173.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'52" AN ARC DISTANCE OF 23.61 FEET; THENCE S37°35'08"E A DISTANCE OF 8.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°24'11" AN ARC DISTANCE OF 37.22 FEET; THENCE S21°10'57"E A DISTANCE OF 2.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°50'49" AN ARC DISTANCE OF 15.63 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF POINTE PARKWAY SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1951.50 FEET AND A CHORD BEARING AND DISTANCE OF S70°58'08"W A DISTANCE OF 184.46 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°25'04" AN ARC DISTANCE OF 184.53 FEET; THENCE S73°40'40"W A DISTANCE OF 201.00 FEET TO THE SOUTHEAST CORNER OF LOT 10, OF SAID BLOCK 3; THENCE N35°20'31"W ALONG THE EAST LINE OF SAID

LOT 10 A DISTANCE OF 175.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°29'57" AN ARC DISTANCE OF 22.12 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 520.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°48'38" AN ARC DISTANCE OF 43.66 FEET THENCE S64°58'10"W A DISTANCE OF 216.96 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF CABELA WAY, AND A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 540.00 FEET AND A CHORD BEARING AND DISTANCE OF N27°24'05"W A DISTANCE OF 40.03 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°14'55" AN ARC DISTANCE OF 40.04 FEET TO THE SOUTHWEST CORNER OF LOT 9 OF SAID BLOCK 3; THENCE N64°58'10"E ALONG THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 218.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 480.00

FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°32'14" AN ARC DISTANCE OF 29.63 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 100°55'21" AN ARC DISTANCE OF 26.42 FEET; THENCE N39°29'26"W ALONG THE EASTERLY LINE OF LOT 9 AND 8 OF SAID BLOCK 3 A DISTANCE OF 408.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE N51°17'21"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 388.82 FEET; THENCE N53°46'13"E A DISTANCE OF 349.54 FEET TO THE POINT OF BEGINNING.

PARCEL 17:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 12, ALL IN TOWNSHIP 50 NORTH, RANGE 6 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO BEING A PORTION OF LOT 1, 2, 3 AND 4 BLOCK 3

OF THE POINTE AT POST FALLS, RECORDED IN BOOK "K" OF PLATS, PAGES 117 THRU 117B, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4 SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF POINTE PARKWAY; THENCE S65°37'05"W ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 341.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1951.50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°38'31" AN ARC DISTANCE OF 89.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING AND DISTANCE OF N36°06'22"W A DISTANCE OF 15.45 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°50'49" AN ARC DISTANCE OF 15.63 FEET; THENCE N21°10'57"W A DISTANCE OF 2.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 130.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°24'11" AN ARC DISTANCE OF 37.22 FEET; THENCE N37°35'08"W A DISTANCE OF 8.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'52" AN ARC DISTANCE OF 23.61 FEET; THENCE N52°36'43"E A DISTANCE OF 173.56 FEET; THENCE N37°12'36"E A DISTANCE OF 126.83 FEET; THENCE N52°36'43"E A DISTANCE OF 45.47 FEET; THENCE N34°40'53"W A DISTANCE OF 215.39 FEET; THENCE N54°55'44"E A DISTANCE OF 91.38 FEET; THENCE S36°15'00"E A DISTANCE OF 269.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO SOUTHWEST AND HAVING A RADIUS OF 330.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°06'42" AN ARC DISTANCE OF 69.76 FEET; THENCE S24°08'18"E A DISTANCE OF 89.12 FEET TO THE SAID NORTHERLY RIGHT OF WAY LINE; THENCE S65°37'05"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 10.34 FEET TO THE POINT OF BEGINNING.

PARCEL 19:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 6 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO BEING A PORTION OF LOT 1, LOT 6 AND LOT 7, BLOCK 3 OF THE POINTE AT POST FALLS, RECORDED IN BOOK "K" OF PLATS, PAGES 117 THRU 117B, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 560.00 FEET AND A CHORD BEARING AND DISTANCE OF S10°10'01"E A DISTANCE OF 198.64 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND EASTERLY LINE OF SAID LOT 6 THROUGH A CENTRAL ANGLE OF 20°25'55" AN ARC DISTANCE OF 199.70 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 640.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°30'18" AN ARC DISTANCE OF 5.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING AND DISTANCE OF S73°30'17"W A DISTANCE OF 13.75 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°29'54" AN ARC DISTANCE OF 13.87 FEET; THENCE S86°45'14"W A DISTANCE OF 39.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°24'25" AN ARC DISTANCE OF 76.99 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 97°53'28" AN ARC DISTANCE OF 25.63 FEET; THENCE N24°45'42"W A DISTANCE OF 106.41 FEET; THENCE N69°04'06"W A DISTANCE OF 55.43 FEET; THENCE N20°55'54"E A DISTANCE OF 36.17 FEET; THENCE N65°14'18"E A DISTANCE OF 84.75 FEET; THENCE N57°51'19"E A DISTANCE OF 126.25 FEET TO A POINT ON THE EAST LINE OF SAID LOT 7 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 560.00 FEET

AND A CHORD BEARING AND DISTANCE OF S21°57'09"E A DISTANCE OF 30.67 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°08'20" AN
ARC DISTANCE OF 30.68 FEET TO THE POINT OF BEGINNING.

PARCEL 20:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 6
WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO BEING A
PORTION OF LOTS 1 AND LOT 7, BLOCK 3 OF THE POINTE AT POST FALLS, RECORDED IN
BOOK "K" OF PLATS, PAGES 117 THRU 117B, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7 AND THE BEGINNING OF A NON-
TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 560.00 FEET
AND A CHORD BEARING AND DISTANCE OF S32°03'59"E A DISTANCE OF 166.41 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE AND EASTERLY LINE OF SAID LOT 7
THROUGH A CENTRAL ANGLE OF 17°05'20" AN ARC DISTANCE OF 167.03
FEET; THENCE S57°51'19"W A DISTANCE OF 126.25 FEET; THENCE S65°14'18"W A
DISTANCE OF 84.75 FEET; THENCE S20°55'54"W A DISTANCE OF 36.17 FEET; THENCE
N69°04'06"W A DISTANCE OF 34.26 FEET; THENCE N36°12'41"W A DISTANCE OF 174.59
FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO SOUTHEAST AND HAVING A
RADIUS OF 17.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 86°14'26" AN ARC DISTANCE OF 25.59 FEET; THENCE N50°01'45"E A
DISTANCE OF 214.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE
SOUTH AND HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 37°42'17" AN ARC DISTANCE OF 32.90 FEET TO A POINT
ON THE EASTERLY LINE OF SAID LOT 1 AND THE BEGINNING OF A NON-TANGENT CURVE
CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 560.00 FEET AND A CHORD
BEARING AND DISTANCE OF S44°01'43"E A DISTANCE OF 66.77 FEET; THENCE
SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°50'07" AN ARC
DISTANCE OF 66.81 FEET TO THE POINT OF BEGINNING.

PARCEL 21:

LOT 8, BLOCK 3, THE POINTE AT POST FALLS, ACCORDING TO THE PLAT RECORDED IN
BOOK K OF PLATS, PAGES 117 THRU 117B, RECORDS OF KOOTENAI COUNTY, IDAHO.

PARCEL 22:

LOT 9, BLOCK 3, THE POINTE AT POST FALLS, ACCORDING TO THE PLAT RECORDED IN
BOOK K OF PLATS, PAGES 117 THRU 117B, RECORDS OF KOOTENAI COUNTY, IDAHO.

PARCEL 23:

LOT 10, BLOCK 3, THE POINTE AT POST FALLS, ACCORDING TO THE PLAT RECORDED IN
BOOK K OF PLATS, PAGES 117 THRU 117B, RECORDS OF KOOTENAI COUNTY, IDAHO.

PARCEL 24:

LOTS 1-6, BLOCK 1, THE POINTE AT POST FALLS FIRST ADDITION, ACCORDING TO THE
PLAT RECORDED IN BOOK L OF PLATS, PAGE 147, RECORDS OF KOOTENAI COUNTY, IDAHO.

PARCEL 25:

LOT 2, BLOCK 1, THE POINTE AT POST FALLS SECOND ADDITION, ACCORDING TO THE PLAT
RECORDED IN BOOK L OF PLATS, PAGE 251, RECORDS OF KOOTENAI COUNTY, IDAHO.

PARCEL 26:

**LOTS 2-5, BLOCK 2, THE POINTE AT POST FALLS THIRD ADDITION, ACCORDING TO THE
PLAT RECORDED IN BOOK L OF PLATS, PAGE 294, RECORDS OF KOOTENAI COUNTY, IDAHO.**

PARCEL 27:

**LOTS 1-4, BLOCK 3, THE POINTE AT POST FALLS THIRD ADDITION, ACCORDING TO THE
PLAT RECORDED IN BOOK L OF PLATS, PAGE 294, RECORDS OF KOOTENAI COUNTY, IDAHO.**



Privacy Notice

Effective: November 1, 2019

Notice Last Updated: November 1, 2019

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. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. 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 both **personal** and **non-personal information** about and from you. **Personal Information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal 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 **personal 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. We may use your **non-personal information** for any purpose.

How Do we Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal 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. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

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

How Long Do We Keep Your Personal Information? We keep your **personal 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 **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and 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 **personal information** to us in the US, and you consent to that transfer and use of your **personal 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.



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 of your personal information; (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 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from 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 and submitting written proof of such authorization to dataprivacy@firstam.com.

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 personal 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.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

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.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties.
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity.
Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties.



First American Title™

Categories of Personal Information we have Sold In the Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed for A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

AA
Ac

744.00

5
-AA
930 Ac

4.00

39.92

122.86

224.66

228.62

394.81

235.00

245.00

574.00

107.70

156
156-AA
6.1407 Ac

167
167-AA
7.7605 Ac

100.46

187.50

3905
0.0021 Ac

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WITHOUT CHARGE SOLELY FOR
INFORMATIONAL PURPOSE AND
FIRST AMERICAN TITLE COMPANY
ASSUMES NO LIABILITY FOR
INACCURACIES THEREIN.

SPOKANE INTERNATIONAL R.R.

SELTICE WAY (AKA HWY 10)

BECK RD



PT #21757 EX R/W
PT IN NE4 SEC 1
P-0000-001-2350
2.3685 Ac

P-0000-001-7250
0.1528 Ac

#20382

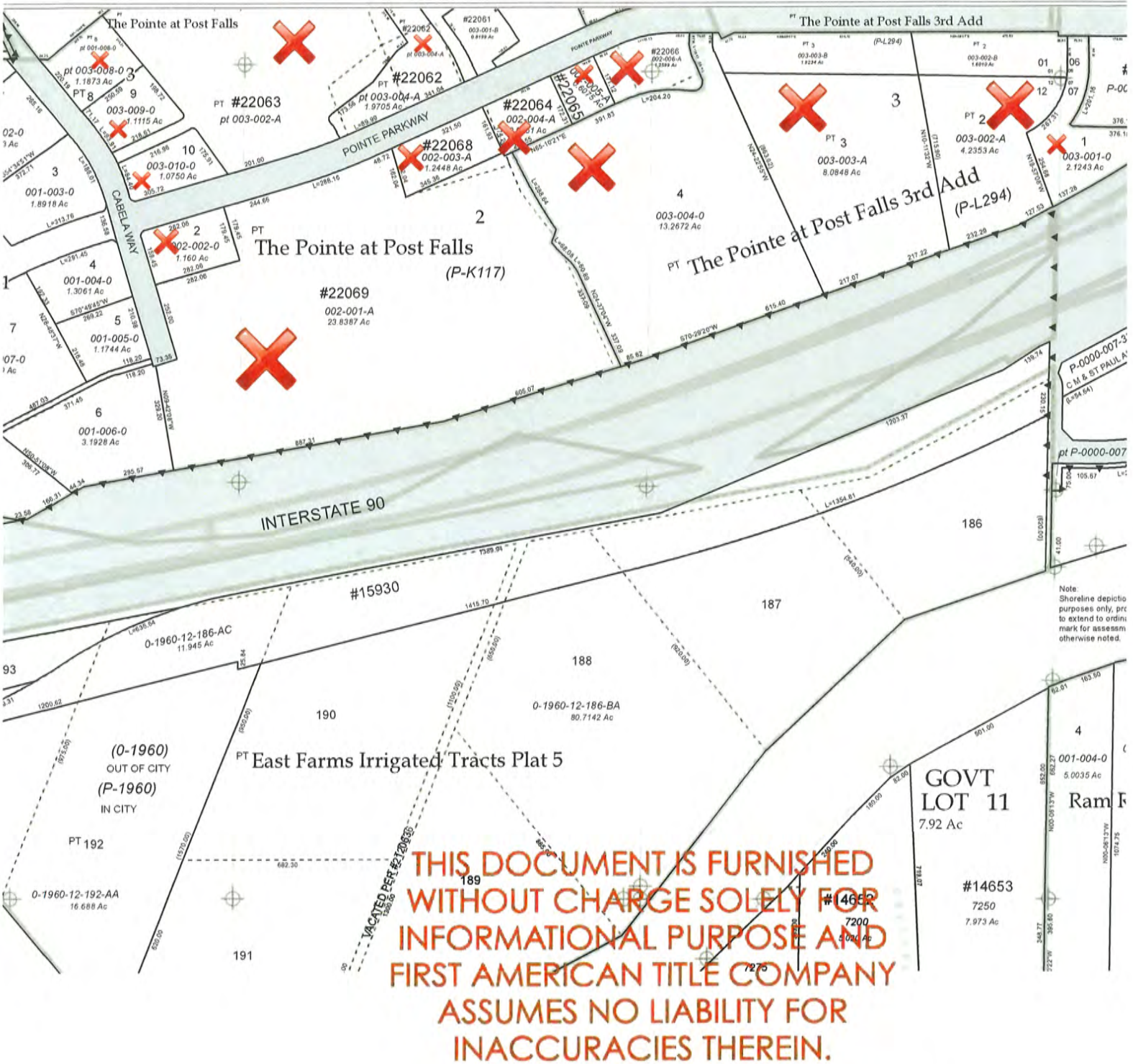
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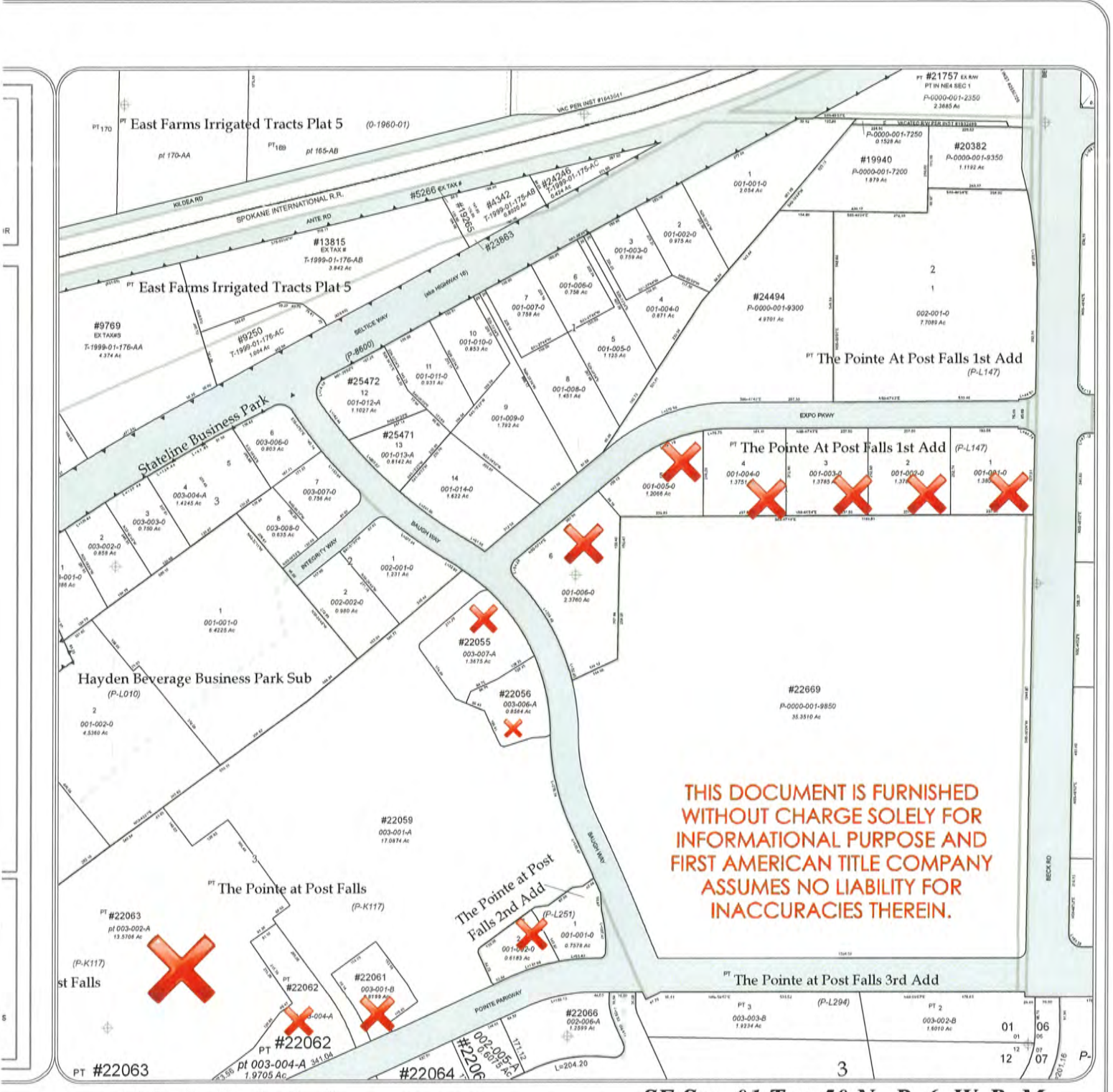
VACATED R/W PER INST #1932489

S88-48°03'E

NE Sec. 01 Twp 50 N. R. 6 W. B. M.



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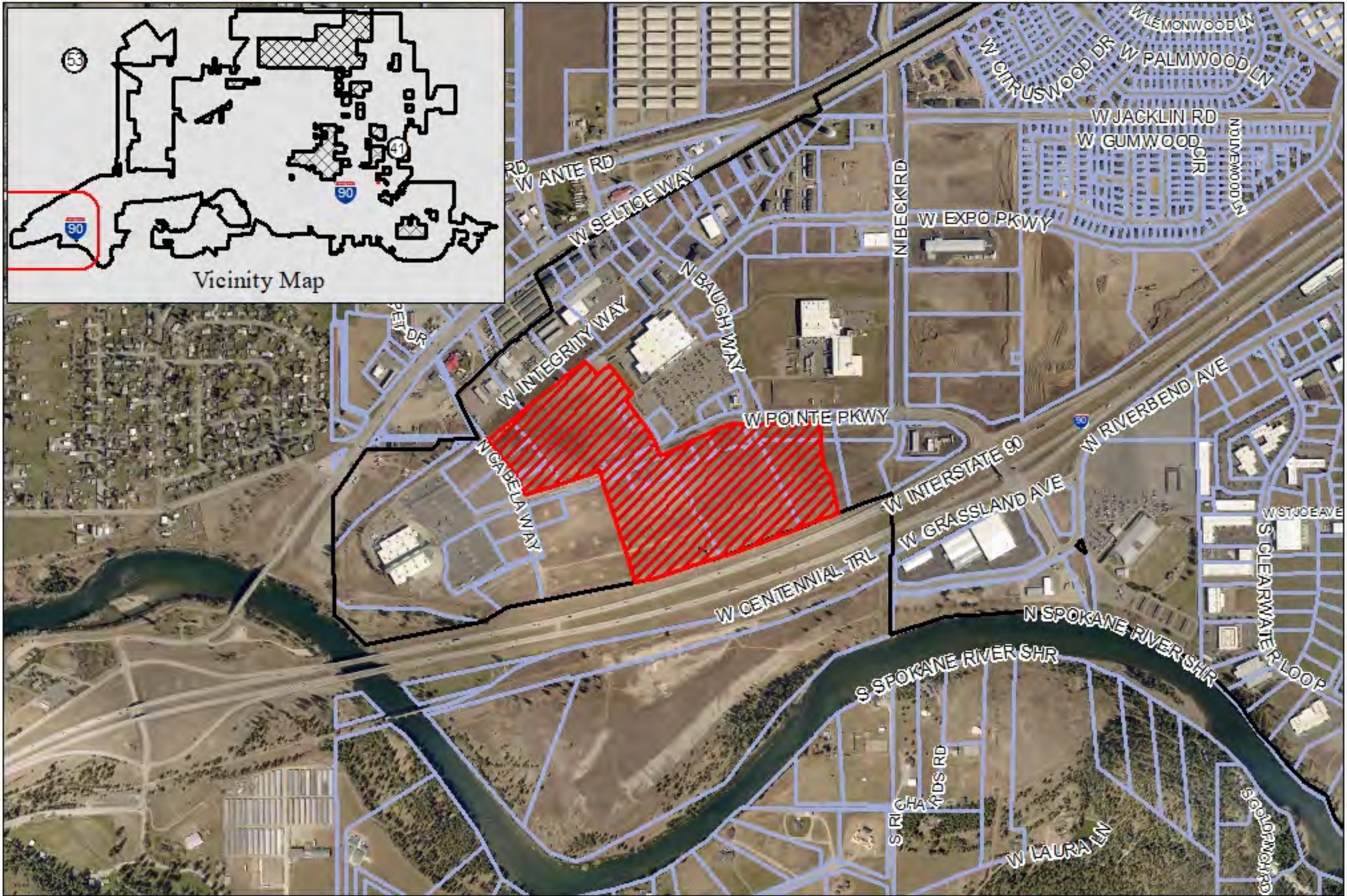
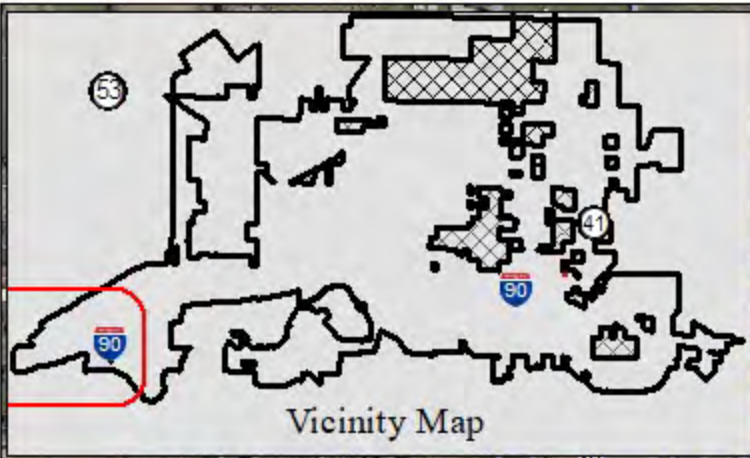


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 INACCURACIES THEREIN.

SE Sec. 01 Twp 50 N. R. 6 W. B. M.

Add 7)





Project Location
 POINTE ZONE CHANGE
 File # RZNE-0001-2022






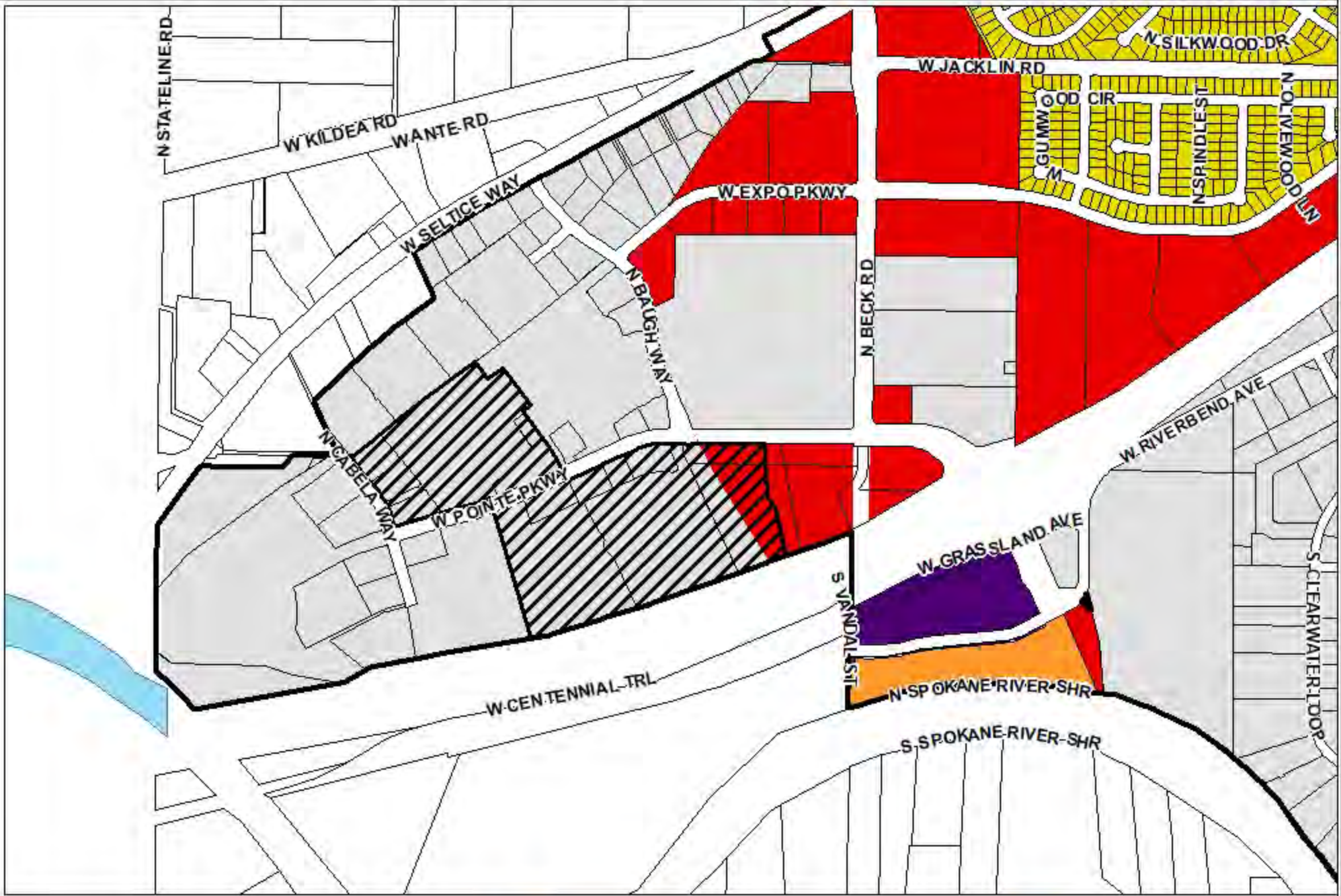
-  Subject Site
-  City Boundary
-  Tax Parcels



Exhibit S-1

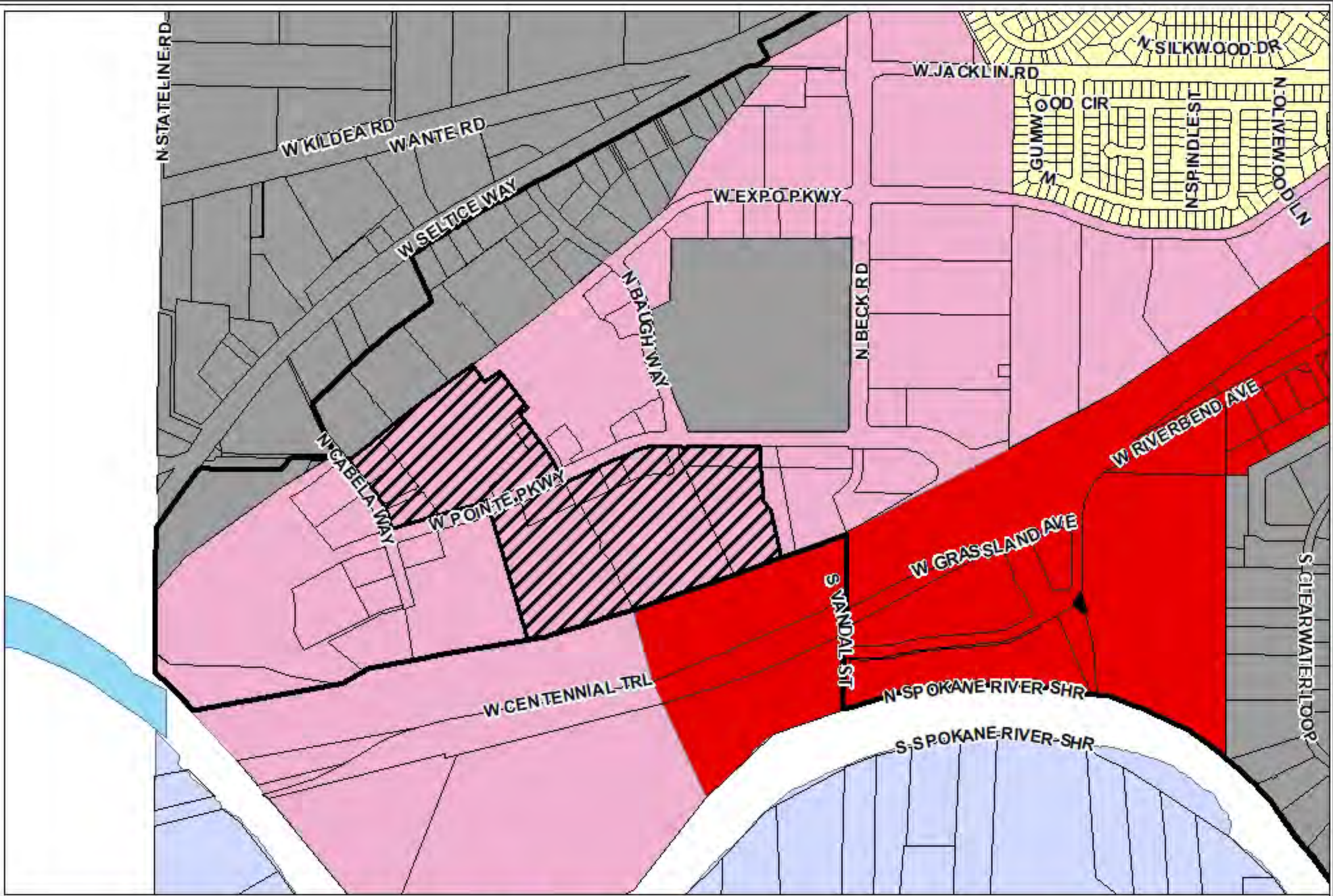


Zoning Map
 POINTE ZONE CHANGE
 File # RZNE-0001-2022



-  City Boundary
-  Subject Site
-  CCS
-  R-1
-  R-3
-  SD1





Future Designation Land Use
 POINTE ZONE CHANGE
 File # RZNE-0001-2022



- | | |
|---------------------|-------------------------|
| City Boundary | Business/Commercial |
| Subject Site | Transitional |
| Business/Industrial | Low Density Residential |
| Commercial | |



DEVELOPMENT AGREEMENT

Pointe (CCM) Zone Change

(File No. RZNE-0001-2022)

THIS AGREEMENT is made this ___ day of _____, 2021, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **The Pointe Partners, LLC.**, a Utah Limited Liability Company organized and existing pursuant to the laws of the State of Utah, with its principal place of business at 166 E 14000 S, Suite 210, Draper, UT 84020.

WHEREAS, Pointe Partners, LLC., (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) within the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to change the zoning designation from Industrial (I) to Community Commercial Mixed (CCM) and develop consistent with this agreement; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit “A”; and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to rezone the Property from Industrial (I) and to the Community Commercial Mixed (CCM) zone subject to the Owner performing the covenants and conditions in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain rezoning of the Property while the City seeks to obtain surety regarding the manner in which the Property will be developed as contemplated by Idaho Code § 67-6511A. Owner acknowledges that City has no duty to rezone the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The property is generally located east of N. Cabela Way, west of N. Beck Rd, and north of Interstate 90.; and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).
- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City and comply with City submittal standards. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings, conforming with City submittal standards, of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. DEVELOPMENT OF THE PROPERTY

- 3.1. Multi-Family Apartment Limitation: Owner agrees that no more than 15.4 acres of the Property (28.5% of the Property) may be used for multi-family development. Additionally, Owner agrees that all multi-family development must be located north of West Pointe Parkway and the multi-family development may not exceed 380 feet of frontage on that street.
- 3.2. Other Limitations on Development: Owner agrees that the Property will be developed in compliance with the City's zoning and subdivision regulations. Additionally, Owner agrees to comply with the additional restrictions contained in this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for future residents.
- 3.3. Potential Water Reclamation Impacts: The parties agree that developing multi-family residential uses on the Property has the potential to generate more sewer than the previously approved commercial and industrial uses and to negatively impact wastewater collection capacity, especially during peak hours, in sewer mains and lift stations serving the Property and surrounding properties. As such, the parties have agreed upon a consultant and agreed upon a scope of work for a study to evaluate the impacts of the multi-family development on wastewater capacity in the area including comparing anticipated flow rates to existing infrastructure capacity and the availability of emergency storage. Owner agrees to complete the wastewater capacity study, at its sole cost, and agrees not to request building permits for any multi-family development on the Property until the study is completed. Owner further agrees that it will not seek certificates of occupancy for any multi-family residential development on the Property until all of the recommendations contained in the study to ensure adequate wastewater capacity have been constructed by the Owner, at its sole cost, and accepted by the City. Owner agrees that the City may withhold building permits, certificates of occupancy, or other development approvals, for the Property that do not comply with this Section 3.3 and the Owner waives any and all claims against the City resulting from the withholding of development approvals as authorized by this Section.
- 3.4. Potential Transportation Impacts: The parties agree that developing multi-family residential uses on the Property may generate more traffic, or create different traffic impacts, than the previously approved commercial and industrial uses. As such, the parties have agreed upon a consultant and agreed upon a scope of work for a traffic study to evaluate the impacts of the multi-family development on traffic capacity in the area including verifying lane configurations, turn pocket sizing, and signal timing relative to established level of service requirements within the Property and the immediate vicinity. Owner agrees to complete the traffic study, at its sole cost, and agrees not to request building permits for any multi-family development on the Property until the study is completed. Owner further agrees that it will not seek certificates of occupancy for any multi-family residential development on the Property until all of the recommendations contained in the study to ensure adequate traffic capacity have been constructed by the Owner, at its sole cost, and accepted by the City. Owner agrees that the City may withhold

building permits, certificates or occupancy, or other development approvals, for the Property that do not comply with this Section 3.4 and the Owner waives any and all claims against the City resulting from the withholding of development approvals as authorized by this Section.

- 3.5. Owner's Association: Prior to selling or otherwise transferring any portions of the Property, Owner agrees to form an owner's association. At a minimum, the owner's association must be responsible for maintaining all community common areas and all open space tracts and all improvements within such tracts. This obligation includes clearing snow from sidewalks and trails and irrigating street trees and landscaping areas.

ARTICLE IV. FEES

- 4.1. Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), annexation fees, building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.

ARTICLE V. MISCELLANEOUS

- 5.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 5.2. Default: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may terminate this Agreement in its sole judgment and pass an ordinance rezoning the property to the pre-existing zone or otherwise rezone the Property. Execution of this Agreement by the Owner will be deemed to be written consent to rezone the Property should the Owner default on this Agreement. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for declaring a default of this Agreement and rezoning the Property as allowed by this Section.
- 5.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 5.4. Time is of the Essence: Time is of the essence in this Agreement.
- 5.5. Merger and Amendment: All promises and prior negotiations of the parties' related to the approval of the CCM zone merge into this Agreement and the representations, warranties,

covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.

- 5.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 5.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 5.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 5.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 5.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 5.11. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 5.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 5.13. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 5.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

CITY OF POST FALLS

THE POINTE PARTNERS, LLC.

By: _____
Ronald G. Jacobson, Mayor

By: _____
Kip L. Wadsworth, Manager

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

On this ____ day of _____, 20____, before me, a Notary for the State of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the **Mayor** and **City Clerk**, respectively of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

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

Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
: ss
County of Kootenai)

On this ___ day of _____, 20____, before me, a Notary for the State of Idaho, personally appeared **Kip L. Wadsworth, Manager**, The Pointe Partners, LLC., known, or

identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the corporation.

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

Notary Public for the State of Idaho
Residing at:
Commission Expires:

The Pointe Proposed Rezone Application
The Pointe Rezone Property Parcel numbers & Legal Descriptions

Parcels north of W. Pointe Parkway	
P-K117-003-008-0	THE POINTE AT POST FALLS, LT 8 BLK 3 URD CTR POINT 2002
P-K117-003-009-0	THE POINTE AT POST FALLS, LT 9 BLK 3 URD CTR POINT 2002
P-K117-003-010-0	THE POINTE AT POST FALLS, LT 10 BLK 3 URD CTR POINT 2002
P-K117-003-002-A	THE POINTE AT POST FALLS, TAX#22063 [IN LTS 1,2,3 & 4 BLK 3 SW4 & SE4 01-50-6W & N2-12-50-6W] CENTER POINT URD 2002
P-K117-003-004-A	THE POINTE AT POST FALLS, TAX#22062 [IN LTS 1,2,3 & 4 BLK 3 - 01 & 12 50-6W] CENTER POINT URD 2002
Parcels south of W. Pointe Parkway	
P-K117-002-001-A	THE POINTE AT POST FALLS, TAX#22069 [IN LTS 1, 3, 4 & 7 BLK 2] CENTER POINT URD 2002
P-K117-002-003-A	THE POINTE AT POST FALLS, TAX#22068 [IN LTS 1 & 3 BLK 2] CENTER POINT URD 2002
P-K117-002-004-A	THE POINTE AT POST FALLS, TAX#22064 [IN LTS 3 & 4 BLK 2] CENTER POINT URD 2002
P-K117-002-005-A	THE POINTE AT POST FALLS, TAX#22065 [IN LTS 4 & 5 BLK 2] CENTER POINT URD 2002
P-K117-002-006-A	THE POINTE AT POST FALLS, TAX#22066 [IN LTS 5, 6 & 7 BLK 2] CENTER POINT URD 2002
P-L294-003-004-0	POINTE AT POST FALLS 3RD ADD, LT 4 BLK 3 CENTER POINT URD 2002 01&1250N06W
P-L294-003-003-B	POINTE AT POST FALLS 3RD ADD, PTN LT 3 BLK 3 CENTER POINT URD 2002 0150N06W
P-L294-003-003-A	POINTE AT POST FALLS 3RD ADD, PTN LT 3 BLK 3 CENTER POINT URD 2002 1250N06W

Total Acreage: 54.1



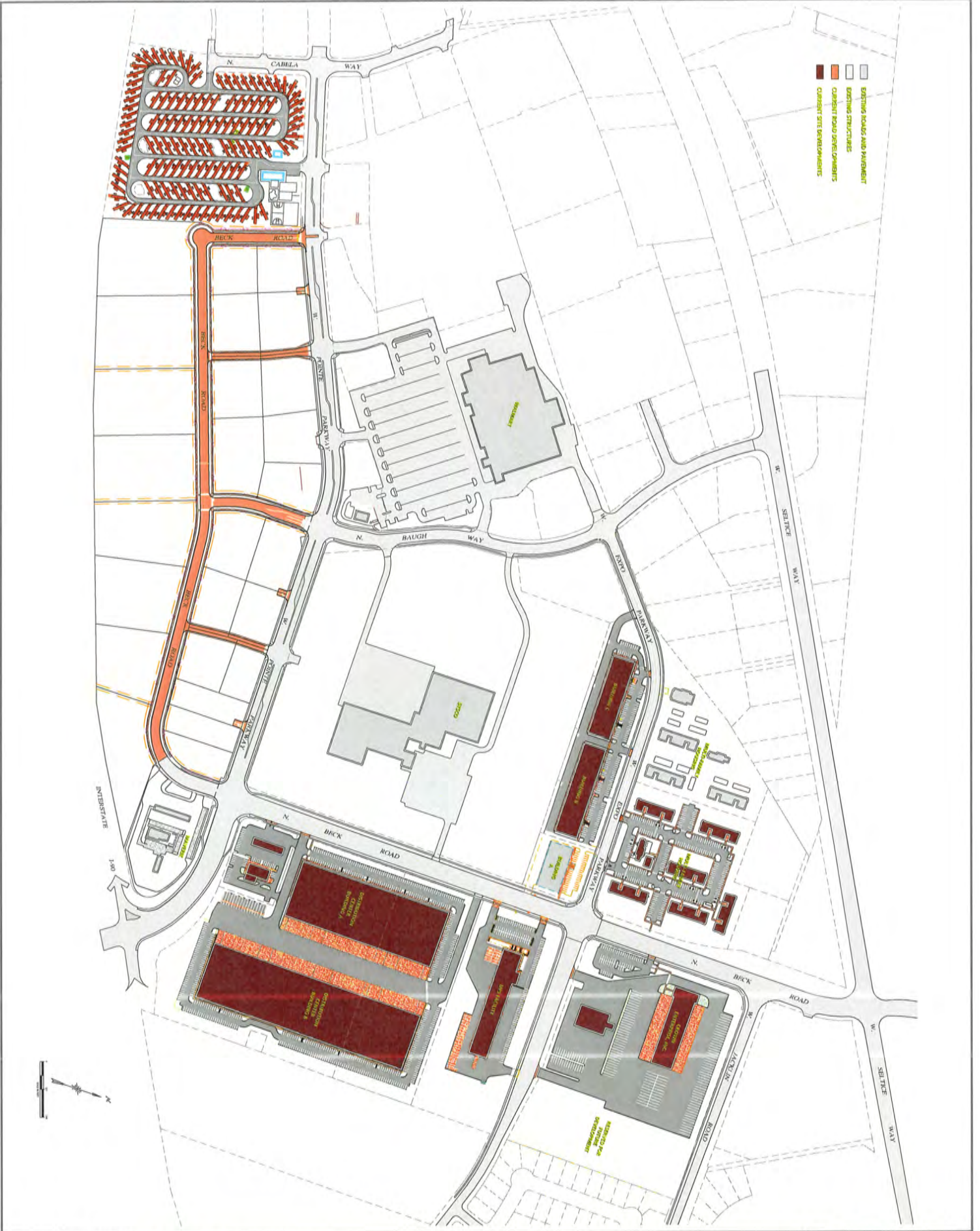
3882 N. Scheeler Way, Suite 104
 Coeur d'Alene, ID 83815
 (208) 635-5825



THE POINTE AT POST FALLS PROPOSED RE-ZONING AREA

Total Area
 Approximately
 54.1 Acres





- EXISTING BUILDING AND PARKING
- EXISTING STRUCTURES
- PROPOSED ROAD DEVELOPMENTS
- CURRENT SITE IMPROVEMENTS

TITLE
 DEVELOPMENT
 AGREEMENT
 SITE PLAN
 35X46 SHEET #
G001



PROJECT NO
 021016
 DIVISION BY/CHK BY
 JTB/BJB/BJB

THE POINTE AT POST FALLS
MASTER SITE PLAN
 WADSWORTH DEVELOPMENT GROUP
 CITY OF POST FALLS, IDAHO

3021 N. Sander Way, Suite 100
 Coeur d'Alene, ID 83815
 (208) 835-5525

HMH
 ENGINEERING
 PRINTED DATE
 1/21/2022

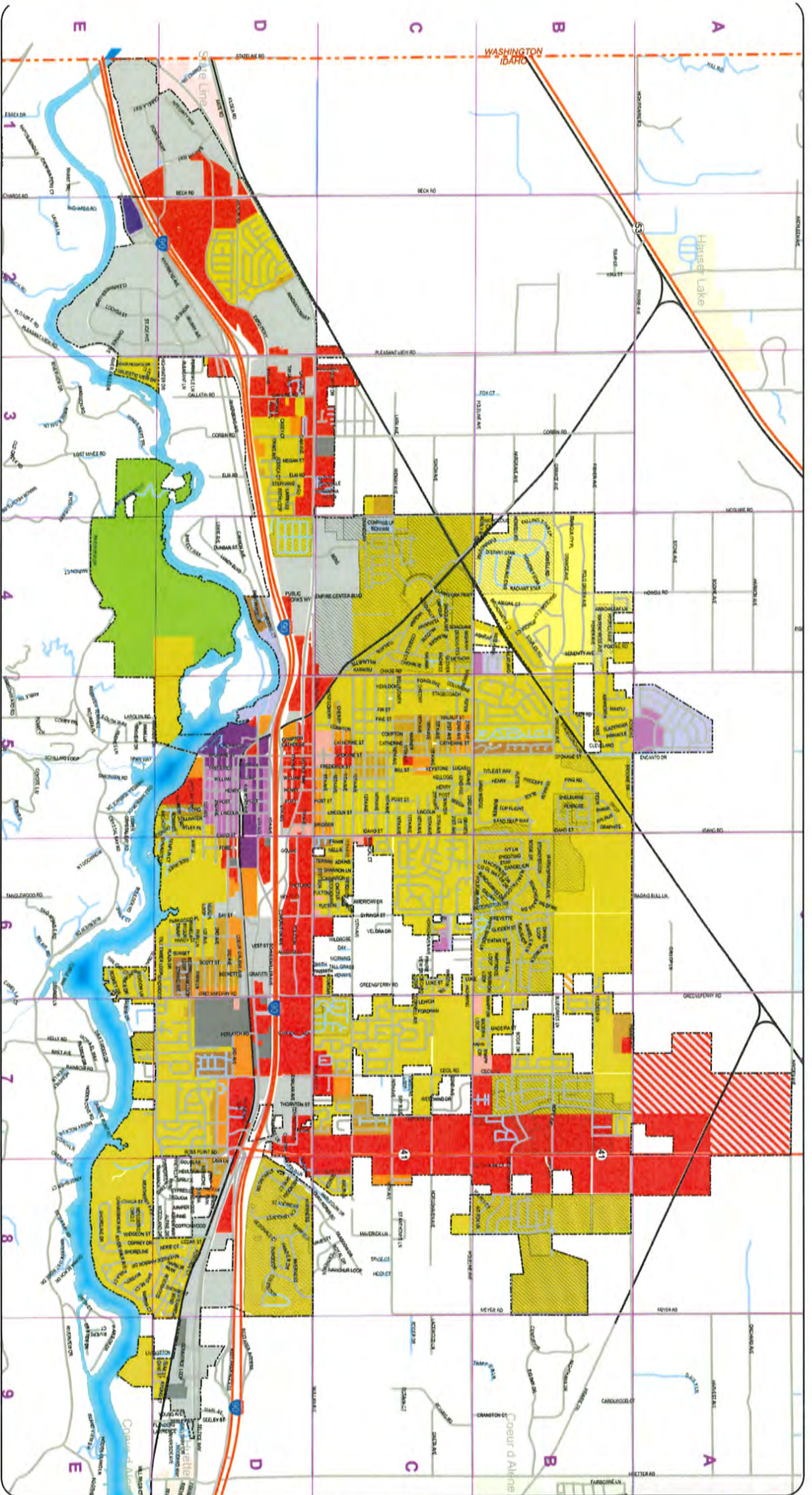
CITY OF POST FALLS

ZONING MAP

408 N Spokane St, Post Falls Idaho, 83854
 Phone (208)773-3511 Toll Free: (888) 925-9961
<http://www.postfallsidaho.org>

ZONING LEGEND

-  PUD Overlay
-  CCS
-  TM
-  LC
-  HI
-  I
-  R-1
-  R-1-S
-  R-2
-  R-3
-  RM
-  RMHP
-  SC3
-  SC4
-  SC5
-  SD1
-  PR



Disclaimer:
 The information contained in this map is intended for reference purposes only, please check with the Engineering/Planning Departments to verify current status of the information contained herein.



Last Update: 03/03/2021



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

May 6th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Pointe Zone Change File No. RZNE-0001-2022

The Police Department has reviewed the above listed zone change 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
Lieutenant
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

May 10, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Pointe Zone Change RZNE-0001-2022

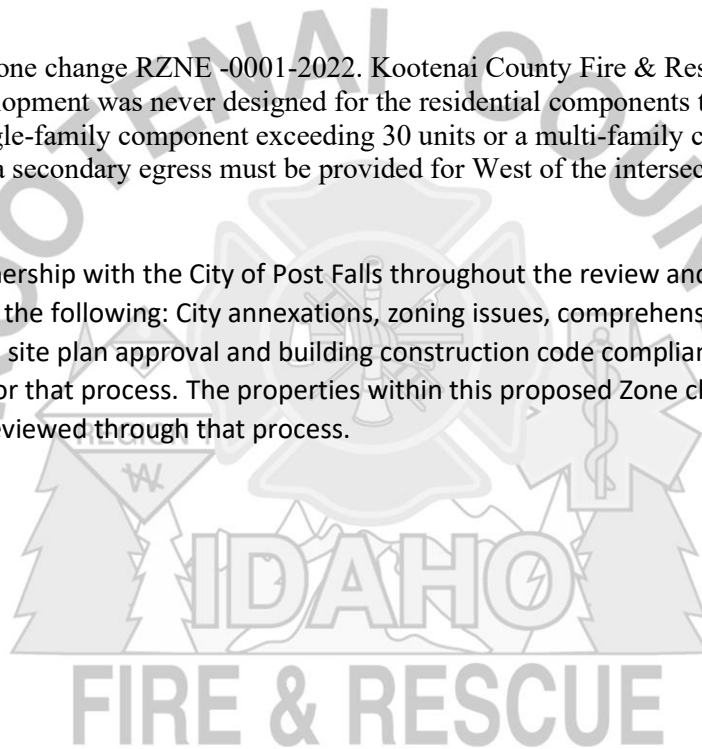
Amber,

Regarding the proposed zone change RZNE -0001-2022. Kootenai County Fire & Rescue (KCFR) feels compelled to point out that this development was never designed for the residential components that could happen under the proposed change. If a single-family component exceeding 30 units or a multi-family component exceeding 200 units is brought forward, a secondary egress must be provided for West of the intersection of Pointe PKWY and Baugh way.

KCFR participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process. The properties within this proposed Zone change are no exception and development would be reviewed through that process.

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal



Amber Blanchette

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Wednesday, May 18, 2022 1:57 PM
To: Amber Blanchette
Subject: RE: Pointe Zone Change File No. RZNE-0001-2022

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.

Good Afternoon,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II
Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Friday, May 6, 2022 2:00 PM
To: Ali Marienau <AMarienau@kmpo.net>; 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>; eketner@phd1.idaho.gov; Erika Auger <eauger@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@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; Kelly Russell <krussell@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 May <Kristie.May@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; 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@quantatelcom.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>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Ryan Davis <rdavis208@gmail.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: Pointe Zone Change File No. RZNE-0001-2022

Good afternoon,

Attached is the notice to jurisdiction for the named zone change for Planning and Zoning on May 25th. 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...



05/12/2022

PUBLIC COMMENT

The Pointe Zone Change

File No. RZNE-0001-2022

Exhibit: 4D

Applicant: Wadsworth Development Group

Location: West of Baugh Way, north of I-90 and south of W. Seltice Way

Request: To rezone approximately 54.1 acres from Industrial (I) & Community Commercial Services (CCS) to Community Commercial Mixed (CCM) zoning.

Hearing Date: May 25, 2022

Questions list:

Name: Chad Burd

Address: 3326 E Fernan Terrace Dr. Coeur D'aAlene

Email: burd.chad@gmail.com

Please Provide Your Position on the Proposed Zone Change: In Favor

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: Yes

Please explain your answer: Intended use fits within comp plan and buffers higher density multifamily from single Family homes.

2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Is the request for commercial or high-density residential?: Yes

If the request for commercial or high-density residential.: Yes

Please explain your answer: Subject site is on 4 lane Pointe Parkway with easy access to I90

3. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Is the request for limited or neighborhood commercial or low density residential?: No

If the request for limited or neighborhood commercial or low density residential.

Is the property near higher intensity urban activity?:

Please explain your answer:

4. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Is the request for Industrial?: No'

If the request for Industrial Zoning

Is it situated away from residential zoning?:

Does it have sufficient access to major transportation routes?:

Please explain your answer:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: Yes

Please explain your answer: Intended use falls within latest PF comp plan

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: Yes

Please explain your answer:



05/17/2022

PUBLIC COMMENT

The Pointe Zone Change

File No. RZNE-0001-2022

Exhibit: 4D

Applicant: Wadsworth Development Group

Location: West of Baugh Way, north of I-90 and south of W. Seltice Way

Request: To rezone approximately 54.1 acres from Industrial (I) & Community Commercial Services (CCS) to Community Commercial Mixed (CCM) zoning.

Hearing Date: May 25, 2022

Questions list:

Name: Chris Schreiber

Address: 6571 West Big Sky Drive, Post Falls, Idaho 83854

Email: chris@firestarranch.com

Please Provide Your Position on the Proposed Zone Change: In Favor

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: Yes

Please explain your answer: Changing the zoning from INDUSTRIAL to MIXED USE COMMERCIAL is inline with the City's Comprehensive Plan. Without this zone change, this property is essentially not developable due to conflicts between zoning (industrial), comp plan

(mixed commercial) and CCRs (which limit retail to only those uses approved by both WalMart and Cabelas).

Further consolidating commercial (i.e., retail, office, medical, etc) and multi-family uses in neighborhoods close to major transportation routes (i.e., I-90, Seltice, etc.) just makes sense, much more sense than dispersing apartment developments throughout the city especially when mixed in with single family developments and accessed via two lane residential streets.

If we want Post Falls to continue to grow, businesses based here to thrive, and our children find jobs to keep them here, then we need more housing options and we need more commercially designated land ready for development.

2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Is the request for commercial or high-density residential?: Yes

If the request for commercial or high-density residential.: Yes

Please explain your answer: Pointe Parkway, Beck Road (including I-90 interchange), Pleasant Valley and Seltice are all major connectors within Post Falls.

3. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Is the request for limited or neighborhood commercial or low density residential?: No

If the request for limited or neighborhood commercial or low density residential.

Is the property near higher intensity urban activity?:

Please explain your answer:

4. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Is the request for Industrial?: No'

If the request for Industrial Zoning

Is it situated away from residential zoning?:

Does it have sufficient access to major transportation routes?:

Please explain your answer:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: Yes

Please explain your answer: Comp plan designates area for commercial and mixed use. This zone change follows with the Comp Plan.

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: Yes

Please explain your answer: Yes, comp plan shows commercial/mixed use.



05/18/2022

PUBLIC COMMENT

The Pointe Zone Change

File No. RZNE-0001-2022

Exhibit: 4D

Applicant: Wadsworth Development Group

Location: West of Baugh Way, north of I-90 and south of W. Seltice Way

Request: To rezone approximately 54.1 acres from Industrial (I) & Community Commercial Services (CCS) to Community Commercial Mixed (CCM) zoning.

Hearing Date: May 25, 2022

Questions list:

Name: Adam Flippen

Address: 208 creative way post falls ID 83854

Email: flippenstorage@gmail.com

Please Provide Your Position on the Proposed Zone Change: In Favor

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: Yes

Please explain your answer: the requested zoning district is compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area

2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Is the request for commercial or high-density residential?: Yes

If the request for commercial or high-density residential.: Yes

Please explain your answer:

3. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Is the request for limited or neighborhood commercial or low density residential?: Yes

If the request for limited or neighborhood commercial or low density residential.

Is the property near higher intensity urban activity?:

Please explain your answer:

4. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Is the request for Industrial?: '

If the request for Industrial Zoning

Is it situated away from residential zoning?:

Does it have sufficient access to major transportation routes?:

Please explain your answer:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?:

Please explain your answer:

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?:

Please explain your answer:



05/18/2022

PUBLIC COMMENT

**The Pointe Zone Change
File No. RZNE-0001-2022
Exhibit: 4D**

Applicant: Wadsworth Development Group

Location: West of Baugh Way, north of I-90 and south of W. Seltice Way

Request: To rezone approximately 54.1 acres from Industrial (I) & Community Commercial Services (CCS) to Community Commercial Mixed (CCM) zoning.

Hearing Date: May 25, 2022

Questions list:

Name: Mary Kienbaum

Address:

Email: mary.kienbaum@kiemlehagood.com

Please Provide Your Position on the Proposed Zone Change: In Favor

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: Yes

Please explain your answer:

2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Is the request for commercial or high-density residential?: Yes

If the request for commercial or high-density residential.: Yes

Please explain your answer:

3. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Is the request for limited or neighborhood commercial or low density residential?:

If the request for limited or neighborhood commercial or low density residential.

Is the property near higher intensity urban activity?:

Please explain your answer:

4. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Is the request for Industrial?: '

If the request for Industrial Zoning

Is it situated away from residential zoning?:

Does it have sufficient access to major transportation routes?:

Please explain your answer:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?:

Please explain your answer:

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?:

Please explain your answer:

**CITY OF POST FALLS
STAFF REPORT**

DATE: MAY 20, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: STAFF REPORT FOR THE MAY 25, 2022 P&Z COMMISSION MEETING
ASHFORD PLACE ANNEXATION AND SUBDIVISION
ANNX-22-5 & SUBD-22-7

INTRODUCTION:

The Planning and Zoning Commission reviews the zoning requested at the time an annexation is sought to determine if it is consistent with the adopted review criteria. The Commission provides a recommendation on zoning for the City Council's consideration if the Council determines that the property should be annexed. **The Planning and Zoning Commission does not make a decision or a recommendation on annexation.**

Dobler Engineering is requesting, on behalf of Kulka Land, LLC, the property owner, approval to annex and subdivide approximately 12.26 acres into 33 lots within the City of Post Falls with a zoning request of single-family (R-1) zoning (Exhibit S-2). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The Planning & Zoning Commission is also being asked to review the proposed subdivision and determine that it meets the requirements of the City's ordinances and approve the Subdivision with appropriate conditions. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

- A. Amendments to the zoning map should be in accordance with the Future Land Use Map.
- B. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.
- C. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
- D. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
- E. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
- F. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

PROJECT INFORMATION:

Project Name / File Number: Ashford Place Annexation & Subdivision
File No. ANN-22-5 & SUBD-22-7

Owner(s): Kulka Land, LLC, 8720 Kulka Rd., Las Vegas, NV 89161

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

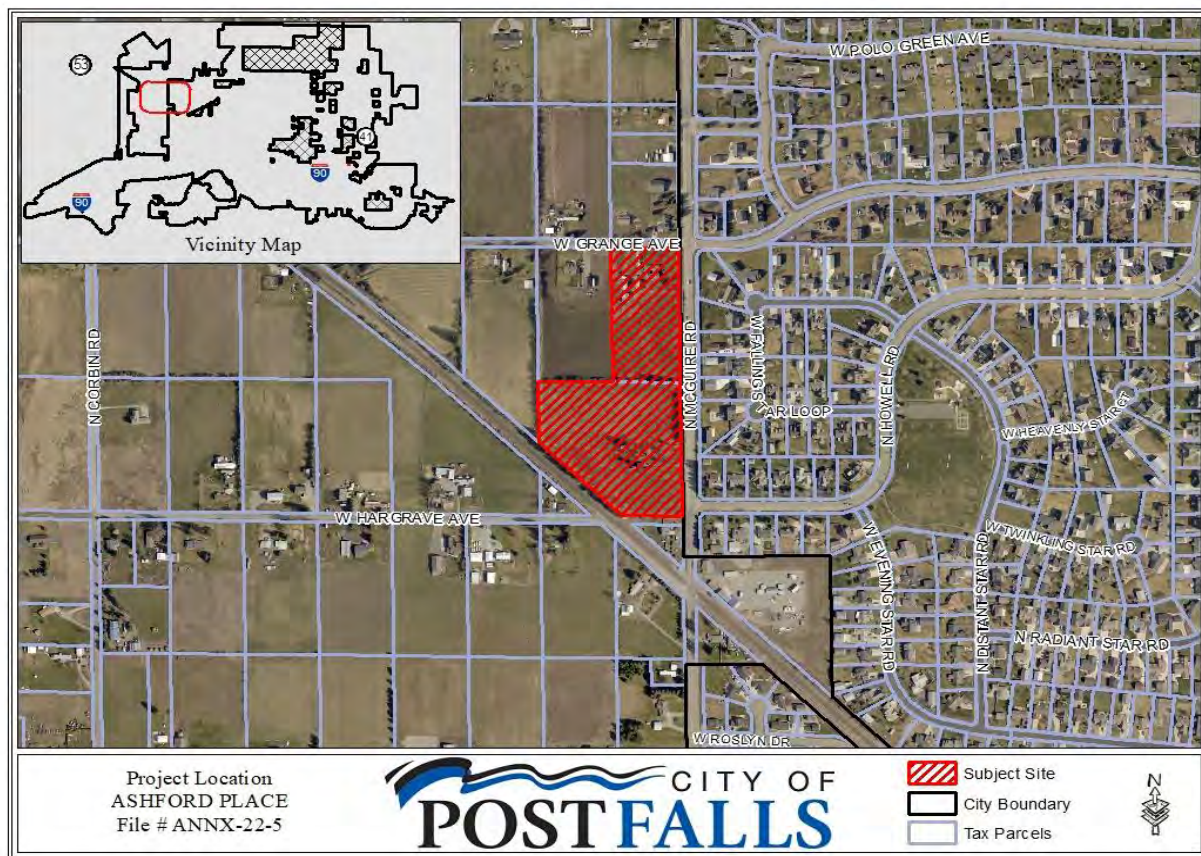
Project Description: Annex and subdivide approximately 12.26 acres into 33 lots within the City of Post Falls with a zoning request of Single-Family Residential (R-1) zoning.

Project Location: The property is generally located on the southwest corner of Grange Avenue and McGuire Rd.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located north and west of the project site includes large lot single-family homes within Kootenai County. Directly south includes a single-family home within Kootenai County separated by public right-of-way. Located east across McGuire Road is the Prairie Meadows single-family home subdivision.

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code sections 18.16.010 and 18.20.100 are cited within the following staff analysis in **BOLD**. This review criteria provides the framework for decision making for the Planning Commission and City Council.

ZONE CHANGE REVIEW CRITERIA**A. Amendments to the zoning map should be in accordance with the Future Land Use Map.**

The Future Land Use Map designated this property with the land use designation of **Transitional**, this designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the associated Focused Area. Assigned zones should be compatible with adjacent zones/uses within the City and consistent with the guiding principles within the associated West Prairie focus area.

The West Prairie Focus Area states the following:

Just north of Riverbend, West Prairie is a transitional area with portions expected to develop as future residential, commercial, and industrial uses. The area includes three Area of City Impact (ACI) tiers: Exclusive Hauser, Exclusive Post Falls, and Shared Tier. Infrastructure to support urban development is mostly not in place at this time but is being planned for. The following items affirm or guide development of key policies for this area, or suggest future action items for the West Prairie focus area:

- Industrial and commercial uses are envisioned west of Pleasant View Road;
- A mix of residential, commercial, and industrial uses are envisioned Between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridors and arterials;
- Mixed residential is envisioned between McGuire Road and Corbin Road, with higher densities near commercial corridors and arterials. This area may benefit from a subarea plan that examines lot and block development patterns to aid transition of five-acre lots;
- Seek opportunities to develop off corridor commercial;
- Prairie Avenue's arterial classification suggests it be considered for commercial uses;
- Other West Prairie areas may warrant commercial use consideration if adjacent to arterial/collector streets where traffic volume exceeds 4,000 vehicles per day

B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan. Goals and Policies (listed by policy number) that are relevant to this annexation request are shown below, followed by staff comments

Goal 5: Keep Post Falls' neighborhoods safe, vital, and attractive.

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active, and aesthetically pleasing. Supporting this goal, a

diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development and provision of diverse housing types.

Goal 7: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Goal 8: Protect and maintain Post Falls' natural resources including clean air, soils, river, and aquifer, and minimizing light and noise pollution citywide.

City livability, health and value are fully dependent on clean, safe, and sustainable natural resources. This goal underscores Post Falls' commitment to maintaining its natural resources as a top priority, recognizing them as essential to the community's survival.

Goal 10: Provide and support Post Falls' parks and recreational opportunities on-pace with growth.

Post Falls residents value current parks and recreational services, and wish to retain the same or higher levels of service as the community grows. This goal directs the City to consider parks and recreational needs in all related plans and actions, including land use decisions, regulatory requirements, and budgeting.

Goal 14: Involve the community of Post Falls in all local government planning and decision-making.

The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

The following policies may or may not assist with this zone change request.

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Staff Comment: Impact Fees are paid at the time of permit issuance to mitigate impact and maintain/enhance community levels of service.

- Foster the long-term fiscal health of the community;

Staff Comment: Additional housing may help further long-term fiscal health of the community by provide living accommodations to current and future workforce within the City.

- Maintain and enhance resident quality of life;

Staff Comment: Diversified housing options assists with providing quality housing for different sectors of the community.

- Promote compatible, well-designed development;

Staff Comment: Development will be required to meet City residential design

standards and building code standards.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: Transportation impacts, and sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be in compliance with the relevant master plan prior to public hearing.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;

Staff Comment: This is addressed by the first review criteria in Section A of this report.

- Compatibility with surrounding land uses;

Staff Comment: The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are all primarily residential in nature.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer to serve the site is located at the southeast corner of the property, in the intersection of Howell Rd. / Grange Ave. the easterly half of the property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by said sewer connection as part of the Montrose Lift Station Service Area. The remainder is in a “transitional area” that can be serviced by the connection, if elevations allow, or from a future main going to the Pleasant View Service Area. The requested zoning is in conformance with the land use assumptions within the City’s Water Reclamation Master Plan. Prior to any development of the site and required as part of preliminary subdivision review, the owners would need to verify elevations for the sewer, as is typical for all subdivisions.

The City of Post Falls Water Reclamation System has the capacity, and the City of Post Falls would be willing to provide service to the property at the requested zoning. Existing capacity is not a guarantee of future service.

Water would be serviced by the East Greenacres Irrigation District.

The property is not subject to any Local Improvement Districts (LID’s), Subsequent User Agreements or Sewer Surcharges.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to McGuire Road, a classified Minor Arterial Roadway; and Grange Avenue, a classified local roadway. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with the following standards

Minor Arterial: 110-foot total right-of-way width, along with a 15-foot sidewalk, drainage, and utility easement. The right-of-way would be measured from the existing eastern right-of-way line of McGuire Road.

Local Street: 70-foot total right-of-way width, along with a 10-foot sidewalk, drainage and utility easement. The 35-foot half road right-of-way would be measured from

the existing center of right-of-way for Grange Avenue. Note all existing rights of way for Grange Avenue., from the annexations western most boundary to McGuire Road. should be included in the annexation area.

W. Hargrave Ave.: An undeveloped portion of the W. Hargrave Ave. rights-of-way lies adjacent to the property's southern boundary. These rights-of-way should be included into the annexation boundary.

B.N.S.F Railways Spur: The railroad rights-of-way lying adjacent the subject properties southwesterly boundary should be included into the annexation boundary.

Future traffic patterns to/from this site are benefitted from the proximity to McGuire Road.

Goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The response to this is embedded within the analysis within this section.

Policy 14: Follow all annexation procedures established by Idaho State Statutes and applicable City ordinances.

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have been followed.

Policy 15: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.

Staff Comment: Annexation with residential zoning could allow for further housing types and price levels.

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools and emergency services;

Staff Comment: Compliance with associated master plans have been outlined herein. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

- Provision of necessary rights-of-way and easements;

Staff Comment: Dedication of additional rights-of-way and associated easements have been described as part of the annexation agreement.

- Studies that evaluate environmental and public service factors;

Staff Comment: No know environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.

- Timing that supports orderly development and/or coordinated extension of public services;

Staff Comment: East of McGuire Rd. is developed and services available, and this proposal could allow Grange Ave. to be extended with public services.

- Comprehensive plan goals and policies.

Staff Comment: The response to this is embedded within the analysis within this section.

Policy 72: Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems will not utilize a septic system.

C. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Streets/Traffic:

Staff Comment: The proposed annexation area is adjacent to the minor arterial of McGuire Road, which provides connection to other higher capacity roadways of Prairie Avenue (to the north) and Seltice Way (to the south). Long range master planning anticipates the connection of Grange Ave. westerly to Pleasant View Road.

Minor Arterials are designed to accommodate traffic volumes of 6,000 - 15,000 vehicles per day. McGuire Road is estimated to have 2025 volumes of 4,900 vehicles per day and 2035 volumes of 8,500 vehicles per day.

Water and Sanitary Sewer:

Staff Comment: Water service is provided by the East Greenacres Irrigation District and sanitary sewer service is being provided by the City of Post Falls. Sanitary Sewer currently exists at the property's southeastern boundary in the intersection of Grange Avenue / McGuire Road. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as capable of being serviced by the existing sewer system, though elevations for the western half of the property should be verified prior to subdivision approval. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

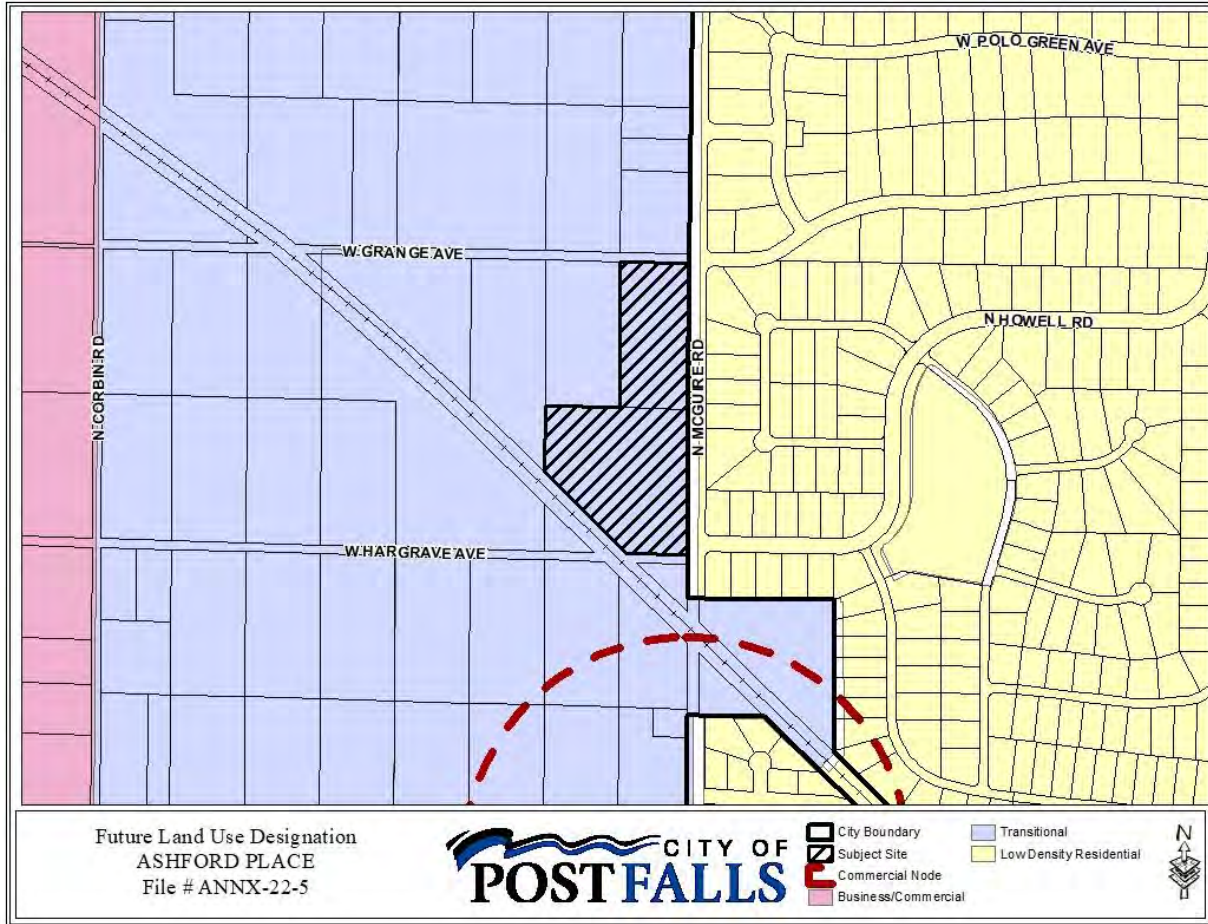
The City's Water Reclamation System has the capacity to provide service and the City is willing to serve the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Water Reclamation Master Plan – Collections. Current capacity of the City's Water Reclamation System is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

Staff Comment: Residential uses are compatible with other residential uses. Proposal is next single-family homes within Kootenai County located west of McGuire Road. Future Land Use Designation east of McGuire Road is designated as low-density residential.

Future Land Use Designation:

Staff Comment: Future Land Use Designation as mentioned above is Transitional (See image below).



Community Plans:

Staff Comment: None

Geographic/Natural Features:

Staff Comment: The site is above the Rathdrum Prairie Aquifer and relatively flat with no identified geographic or other natural features that would affect health, safety and/or welfare.

D. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Staff Comment: Not Applicable as this request is for R-1 zoning and not commercial or high-density residential zoning.

E. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Staff Comment: The proposed zoning request is outside an intense urban activity node or corridor and is adjacent to existing single-family homes.

F. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Staff Comment: Not Applicable as this request is for R-1 zoning and not commercial or high-density residential zoning.

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

No subdivision shall be approved from the planning and zoning commission unless findings and conclusions are made that:

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 East Greenacres Irrigation District (See Exhibit A-4).

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. Existing homes, if remaining, will be required to connect to City Sewer and pay appropriate fees with construction of the Subdivision. Existing septic systems will be required to be abandoned in conformance with Panhandle Health requirements.

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. The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.

Roadway illumination, ADA ramps and roadway markings / signs will comply with City Standards.

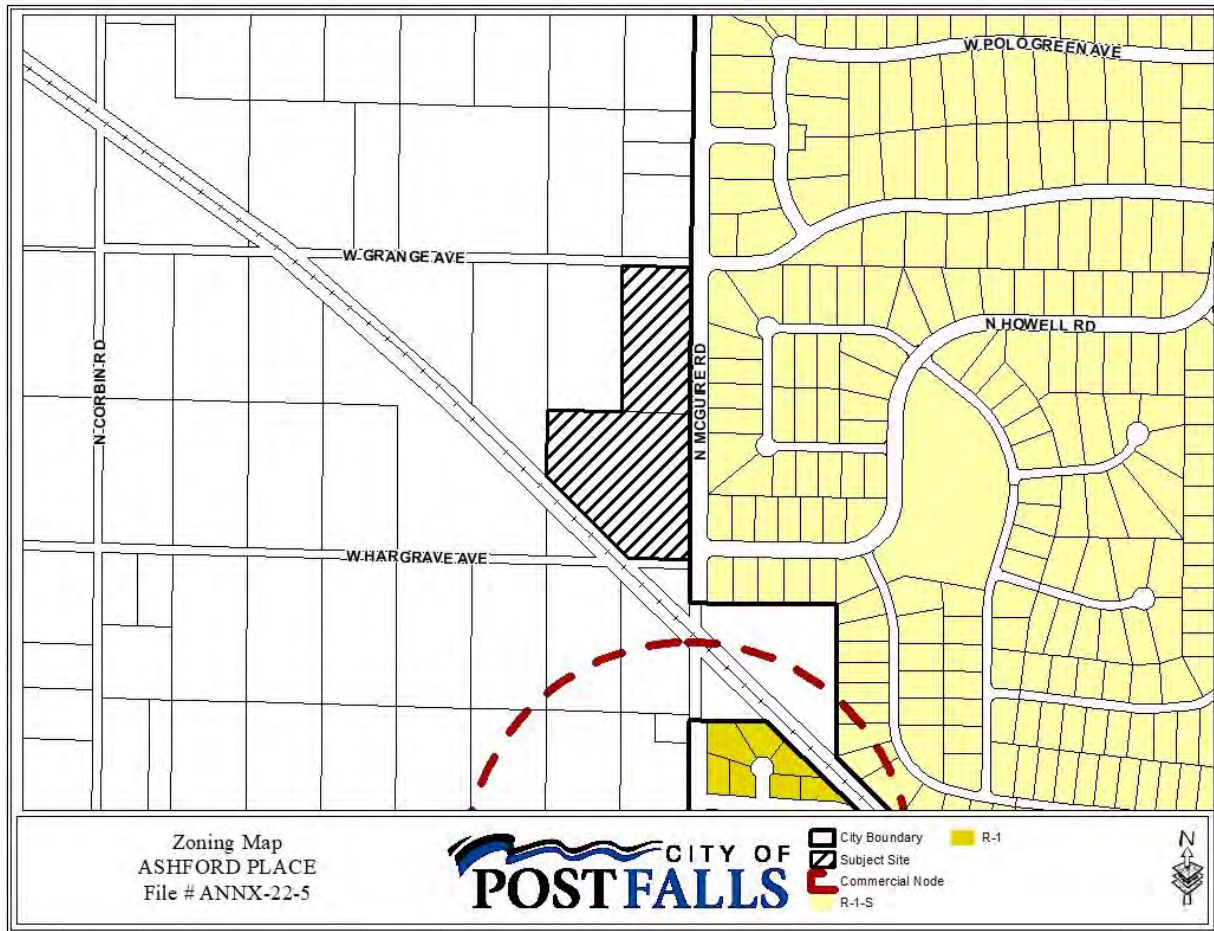
4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

Staff's Response: There are no soil or topographical conditions which have been identified as presenting hazards. This location is within the Rathdrum Prairie Aquifer area.

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

Staff's Response: The applicant is also requesting annexation into the City and the requested zoning for this subdivision is appropriate based on the existing land use in the general area (refer to zone change

review criteria above). The subdivision and proposed lots conform to the requirements of Title 17 (Subdivisions) and Title 18 (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 on individual building permits to assist in mitigating the off-site impacts to parks, public safety, multi-modal pathways, and streets. The City will assume typical costs for the regular maintenance and operation of the public roadway, sanitary sewer and water facilities constructed with the project.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irr. District
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.	TransCanada GTN	TDS

- **Post Falls Police Department (Exhibit PA-1)** – Remain neutral
- **Kootenai County Fire & Rescue (Exhibit PA-2)** – Gives comments throughout the processes.
- **Idaho Department of Environmental Quality (Exhibit PA-3)** – Provided general comments for the construction process.

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedications of Rights of Way and easements
 - a. McGuire Road (Minor Arterial) dedication to a 110-foot full road right-of-way, being measured from the existing easterly right-of-way line for McGuire Road. Including an accompanying 15-foot sidewalk, drainage, and utility easement.
 - b. Grange Avenue (Local Roadway) dedication to a 70-foot full road right-of-way, with the 35-foot half road being measured from the existing center of rights-of-way. With an accompanying 10-foot sidewalk, drainage and utility easement.
3. Annexation boundary – Include into the limits of the annexation boundary the following rights-of-way
 - a. Grange Avenue – The full existing rights-of-way from the subject property’s western boundary to the existing City boundary at McGuire Road.
 - b. W. Hargrave Ave. – The undeveloped portion lying adjacent to the subject property’s southern boundary.
 - c. B.N.S.F. Railways – The full existing rights-of-way from the north right-of-way line of W. Hargrave Ave. to the extension of the projection of the western boundary line of the subject property.

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria for the requested annexation. Accompanying the annexation is the proposed Subdivision, which 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 Ashford 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. This subdivision may only be approved subject to annexation approval.
2. 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.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. 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.
7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
 - Grange Avenue shall be constructed as a 38-foot width roadway (face of curb to face of curb)
 - McGuire Roadway shall be constructed as a 5-lane minor arterial, 65-feet (face of curb to face of curb)
8. Direct access from residential lots to McGuire Road shall be prohibited on the face of the plat.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along McGuire Road, including all landscaping, irrigation and removal of snow from sidewalks and trails.
10. The Homeowners Association (HOA) shall maintain the right-of-way frontage of the undeveloped Hargrave Ave.
11. Any existing homes that are not identified for removal, shall include the removal of existing septic systems and connection to the City's Water Reclamation System.
12. A fence shall be constructed along the subdivision's frontages with the BNSF RXR right-of-way and with the McGuire Road right-of-way. Fencing shall be installed prior to final plat.

13. East / West pedestrian crossings that comply with ADA requirements shall be provided at the subdivision's connections on McGuire Rd. with Howell Rd. and Grange Ave.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1a	Annexation Application
Exhibit A-1b	Subdivision Application
Exhibit A-2a	Annexation Narrative
Exhibit A-2b	Subdivision Narrative
Exhibit A-3	Preliminary Plan
Exhibit A-4	Will Serve
Exhibit A-6	Auth Letter

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	DEQ Comments
Exhibit PC-1	Schreiber Comments

Annexation · 1 – ASHFORD PLACE



Expiration Date

Active



ANNX-22-5



Details

Submitted on Feb 28, 2022 at 1:54 pm



Attachments

8 files



Activity Feed

Latest activity on Apr 8, 2022



Applicant

Gordon Dobler



Location

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Timeline

Add New

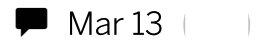
Collect Fees

Paid Mar 8, 2022 at 8:28 am



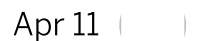
Completeness Review

Completed Apr 5, 2022 at 10:02 am



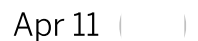
Polygon Created

Completed Apr 5, 2022 at 10:43 am



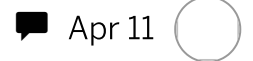
Maps Created

Completed Apr 8, 2022 at 9:07 am



GIS Review

On Hold



Draft Development Annexation Agreement

Review



Staff Report



Exhibit A-1a

Review



Engineering Additions

Review



Parks Additions

Review



Wastewater Additions

Review



Planning Review (Staff Report)

Review



Legal Review of Annexation Agreement

Review



Planning Review of Agreement

Review



Applicant Review of Annexation Agreement

Review



Schedule P&Z

Review



Notices for P&Z

Review



Site Posting

Review



Zoning Recommendation

Review



Schedule Council

Review



Notices for Council

Review



Site Posting

Review



Reasoned Decision

Review



Consent Agenda

Review



ROW, Easement, Legal & Exhibits



Review



Ordinance Legal & Exhibits

Review



Review of Legals & Exhibits

Review



Applicant Signatures

Review



Consent Agenda

Review



Recorded Copies to Applicant

Review



🔒 Mailing Fees

Number of Mailings

28

Designated Project Name

Ashford Place

Application Information

Did an Annexation Pre-app take place? *

Yes

Applicant Type *

Engineer

Description of Project/Reason for Request *

Annex approximately 12.343 acres with an R1 zoning dedication

Existing Zoning *

Ag

Adjacent Zoning *

R-1

Current Land Use *

Residential

Adjacent Land Use *

Residential

Owner Information

Name *

Kulka Land LLC

Company

Phone *

702-210-2168

Email *

rstoker@geotekusa.com

Address *

8720 Kulka Rd

City, State, Zip Code

Las Vegas, NV, 89161

Application Certification

The applicant (or representative) must be present at the public hearing to represent this proposal or the application will not be heard. The applicant will be responsible for costs to re-notice the public hearing. *



I (We) the undersigned do hereby make application for the land use action contemplated herein on the property described in this application and do certify that the information contained in the application and any attachments or exhibits herewith are accurate to the best of my (our) knowledge. I (We) further acknowledge that any misrepresentation of the information contained in this application may be grounds for rejection of the application or revocation of a decision rendered. I (We) understand that the Administrator may decline this application if required information is deficient and/or the application fee has not been submitted. I (We) acknowledge that City staff may, in the performance of their functions, take photographs and/or videos of the property under consideration as deemed necessary, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application. I (We) hereby certify that I am (we are) the owner or contract buyer of the property upon which the land use action is to be located, or that I (we) have been vested with the authority to act as agent for the owner or contact buyer. *

✔ Gordon Dobler
Feb 28, 2022

 **Expiration Date**
Active


SUBD-22-7



Details

Submitted on Feb 28, 2022 at 1:52 pm



Attachments

7 files



Activity Feed

Latest activity on Apr 15, 2022



Applicant

Gordon Dobler



Location

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Timeline

Add New ▾

Custom Payment

Paid Mar 8, 2022 at 8:28 am

Feb 28

Completeness Review

Completed Apr 5, 2022 at 10:04 am



Schedule for Public Hearing

Completed Apr 5, 2022 at 11:33 am



Polygons Created

Completed Apr 5, 2022 at 1:39 pm

Apr 11

Maps created

Completed Apr 8, 2022 at 9:07 am

Apr 11

Staff Report

Completed Apr 15, 2022 at 8:43 am



GIS Review

Apr 11

On Hold



Engineering Review

Review



Parks Review

Review



Waste Water Review

Review



Notice

Review



Site Posting

Review



Reasoned Decision

Review



Planning and Zoning Consent Calendar

Review



MDA

Review



Engineering Review

Review



Planning Review

Review



Signature/Applicant Review

Review



City Council Consent Calendar

Review



Recorded Copy to Applicant

Review



🔒 Mailing Fees

🔒 Number of Notices * ?

27

Application Information

Did a Subdivision Pre-app take place? *

Yes

Applicant Type *

Engineer

Proposed Subdivision Name *

Ashford Estates

Number of Lots *

33

Size of Site

12.343

Average Size of Lots

10,880

Existing Zoning

Ag

Adjacent Zoning

Ag/R1

Current Land Use

Residential

Adjacent Land Use

Residential

Density

2.67

Description of Project *

To subdivide approximately 12.343 acres into 33 residential lots.

Site Information

Comprehensive Plan Designation
Transitional

Location of Proposed Access to Site
McGuire Rd

Street(s) Serving the Project (provide ROW and pavement width)
McGuire Rd 42' Pavement, 80' ROW

Size & Point of Water Connection
Water size 8" McGuire

Size & Point of Sewer Connection
Sewer 8" McGuire

Name & Location of Nearest School
West Ridge Elementary 1758 Clark Fork

Location of, and Distance to, Nearest Fire Station or Sub-Station
404 Idaho St. 3.5 miles

Physical Description of Site (topography, cover, features)
Farm Field with few trees

Any Physical Limitations? (Rock outcrops, Slope, etc.)
No

Owner Information

Name *

Kulka Land, LLC

Company

Phone *

702-210-2168

Email *

rstoker@geotekusa.com

Address *

8720 Kulka Rd

City, State, Zip Code

Las Vegas, NV 89161

Application Certification

I understand that the applicant or representative shall attend the public hearing before the Planning and Zoning Commission and that the decision 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 is a separate application to 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. *

 Gordon Dobler
Feb 28, 2022



ANNEXATION NARRATIVE

FOR

Parcel # 0-3000-29-095-AA, and
0-3000-29-065-ZZ

PROJECT DESCRIPTION

Dobler Engineering is requesting the annexation of the subject parcel into the City of Post Falls. The parcels comprise an area of approximately 12.34 acres, located on the west side of McGuire Rd abutting the south side of Grange Ave. The parcels are currently zoned Agriculture in the County and there are 3 existing single-family residences on the property. The parcels are located within the Area of City Impact. The site is generally level, and it is bordered by farmland, railroad right of way, and similar 5-acre parcels with residences. We are requesting an R-1 zoning with a density cap of 2.70 du/ac.

COMPREHENSIVE PLAN

This request provides for the orderly and efficient expansion of the City of Post Falls that will be a benefit to the community. The property abuts the City Limits on the east side. Annexation into the City would be more efficient in terms of providing public services such as police, fire, sewer, etc. and would facilitate the orderly expansion of transportation facilities and growth management. Annexation is consistent with other relevant goals of the Comprehensive Plan as summarized below.

1. FOCUS AREA:

The property lies within the area identified as “West Prairie”. The Plan lists the following as possible action items for this focus area.

- *Industrial and commercial uses are envisioned west of Pleasant View Road.*
- *A mix of residential, commercial, and industrial uses are envisioned between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridors and arterials. This area may benefit from a subarea plan that examines lot and block development patterns to aid transition of five-acre lots.*
- *Seek opportunities to develop off corridor commercial.*
- *Prairie Avenue’s arterial classification suggests it be considered for commercial users.*
- *Other West Prairie area may warrant commercial use consideration if adjacent to arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.*

2. LAND USE:

The Plan identifies the future land use in this area as “Transitional”. The plan states the following.

Purpose: This designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the associated Focus Area.



ANNEXATION NARRATIVE

FOR

Parcel # 0-3000-29-095-AA, and
0-3000-29-065-ZZ

The R-1 district is a low density residential zone that is anticipated in the “Transitional” area and is compatible with the surrounding zoning and land use.

Goals

G-02: Maintain and improve the provision of high quality, affordable and efficient community services in Post Falls.

Annexation and development of the property will result in the widening and improvement of Prairie Ave along the property frontage. This provides a greater benefit to the neighborhood and surrounding community.

G-05: Keep Post Falls ‘neighborhoods safe, vital, and attractive.

Development of this property under Post Falls policies for street widths, landscaping, illumination, etc. will result in an attractive and safe neighborhood. The property access Prairie Ave directly and therefore is easily accessible for law enforcement and emergency services.

3. HOUSING

Goals

G-07: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long term sustainability.

With the steadily increasing demand for single family housing, this project will provide additional homes to help meet that need.

4. TRANSPORTATION

Goals

G-06: Maintain and improve Post Falls’ transportation network, on pace and in concert with need and plan objectives.

Properties developed along existing inadequate roadways bear the cost of bringing the abutting transportation corridor up to standard. In this case, widening of Prairie Ave to its ultimate width, installation of curbing, pedestrian paths, lighting, and landscaping.

Annexation and subsequent development would allow for the development of the transportation facilities in conformance with the City’s Comprehensive Plan and the adopted Transportation master plan.



ANNEXATION NARRATIVE

FOR

Parcel # 0-3000-29-095-AA, and
0-3000-29-065-ZZ

5. PUBLIC SERVICES, FACILITIES & UTILITIES.

Goals

G-02: Maintain and improve the provision of high quality, affordable and efficient community services in Post Falls.

Public infrastructure such as water, sewer, roadways, and private utilities currently abut the property. Extension of these facilities onto the site will be done at the developers' expense, to the Agencies standards and specifications. Maintenance costs of the various facilities is recouped from the additional taxes and fees imposed on the new development.

Public services such as Fire, Police, Parks, and Schools are all in place to serve development on the property. Because the property is located within the Area of City Impact the incremental increase in demand for these services is anticipated in the Comprehensive Plan, and the various master plan documents for parks, schools, etc.

6. PARKS, RECREATION AND OPEN SPACE

Goals:

G-02: Maintain and improve the provision of high quality, affordable and efficient community services in Post Falls.

The Comp Plan and related city policies require new construction to pay their pro-rata share through the implementation of impact fees. A new single family residence pays \$1,625.77 towards the acquisition of land for parks and construction of new facilities.

7. NATURAL RESOURCES AND HAZARDS

Goals:

G-08: Protect and maintain Post Falls 'natural resources including clean air, soils, river and aquifer, and minimizing light and noise pollution.

The property will be served by public water and sewer. In addition, best management practices will be used to detain and treat storm runoff. Using public sewer eliminates additional septic discharge over the aquifer.. Treating and re-injecting stormwater removes contaminants from the runoff. Both of these actions will help to preserve and protect the regions water supply.



ANNEXATION NARRATIVE

FOR

**Parcel # 0-3000-29-095-AA, and
0-3000-29-065-ZZ**

8. ECONOMIC DEVELOPMENT

Goals:

G-01: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

Development of the property within the City will allow for higher density land uses, thereby increasing the consumer base and supporting the business community and promoting economic development. Furthermore, annexing the property would increase the City's tax base.

9. COMMUNITY DESIGN AND CHARACTER

G-03: Maintain and improve Post Falls' small town scale, charm, and aesthetic beauty.

Annexation of the property will ensure that the neighborhood is developed consistent with the policies of Post Falls. This includes construction of sidewalks and paths for pedestrian connectivity, street trees for aesthetic beauty and appropriate land use density that accommodates urban growth while creating a neighborhood environment.

CONCLUSION

Base on the evaluation outlined above, annexation of this property would provide for orderly and efficient expansion of the City. For this reason, and those outlined above, annexation would be a benefit to the community.



DOBLER ENGINEERING

ASHFORD PLACE
Parcel #'s 0-3000-29-065-ZZ, 095-AA, 067-AA

SUBDIVISION NARRATIVE

Introduction

On behalf of the property owner, Dobler Engineering is requesting approval of a major subdivision located at the southwest corner of McGuire Rd and Grange Ave. The property is currently being annexed into the City of Post Falls with a proposed zoning of R1. It is approximately 12.34 acres and currently contains one single family residence. We are proposing a 33-lot subdivision conforming to the R1 site performance criteria but with larger lots varying in size from about 10,000 sf to over 19,954 sf, with the median lot size about 10,880 sf.

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 McGuire Rd and a 6” main in Grange Ave. We will construct an 8” main which will extend through the property for future extension

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 through an easement from McGuire Rd. Initial conversations with the staff indicate that they have capacity and are willing to serve the Property. The sewer system would be extended through the property to serve the property to the west

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

The proposed internal streets will be extended through the subdivision in order to provide connectivity and a second access to the project. In addition, a stub street will be extended to the property in the middle of the project, for future development.

The internal streets will be constructed to City standards for local residential streets with parking both sides (32’ width / 65’ RW). McGuire Rd will be widened to

PO BOX 3181 ♦ HAYDEN, ID 83835 ♦ 208 755-9732



DOBLER ENGINEERING

48'/110' RW with a 10' multi use path and 15' sidewalk, utility, drainage easement. Grange will be widened to 38'/70' RW with swale, 5' sidewalk and 10' sidewalk, utility, drainage easement.

In addition, a pedestrian access easement will be granted over the sewer easement, to facilitate pedestrian connectivity to and from the project.

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 exceed the requirements of the R1 zone in regard to lot size, minimum frontage, and overall density.

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 PLAT FOR: ASHFORD ESTATES CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

SCALE 1"=60'

Street Names are needed in order for me to review for addressing

Street Names are needed in order for me to review for addressing

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

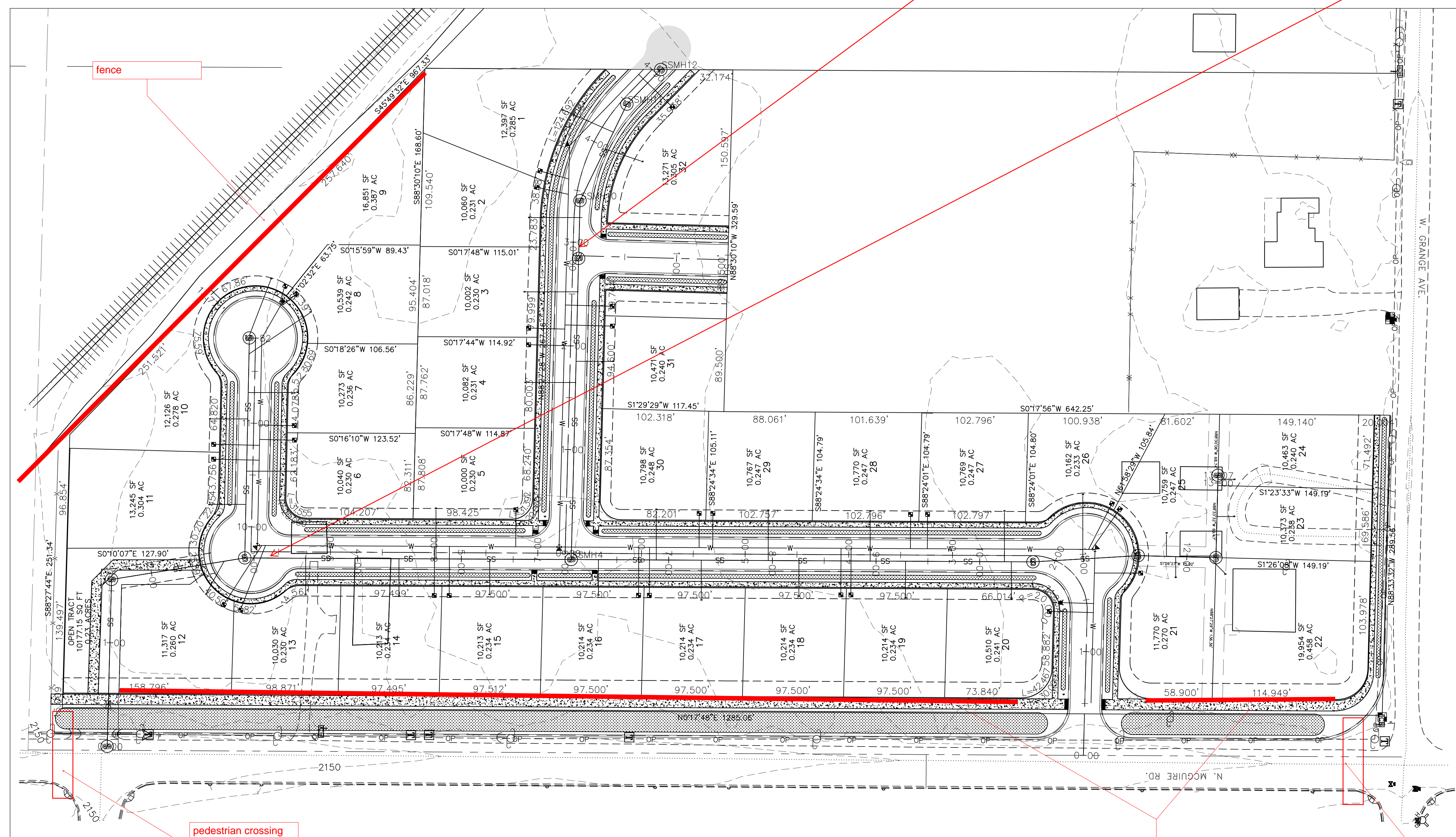
PROJECT OWNER
KULKA LAND, LLC
8720 KULKA RD
LAS VEGAS, NV 89161

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

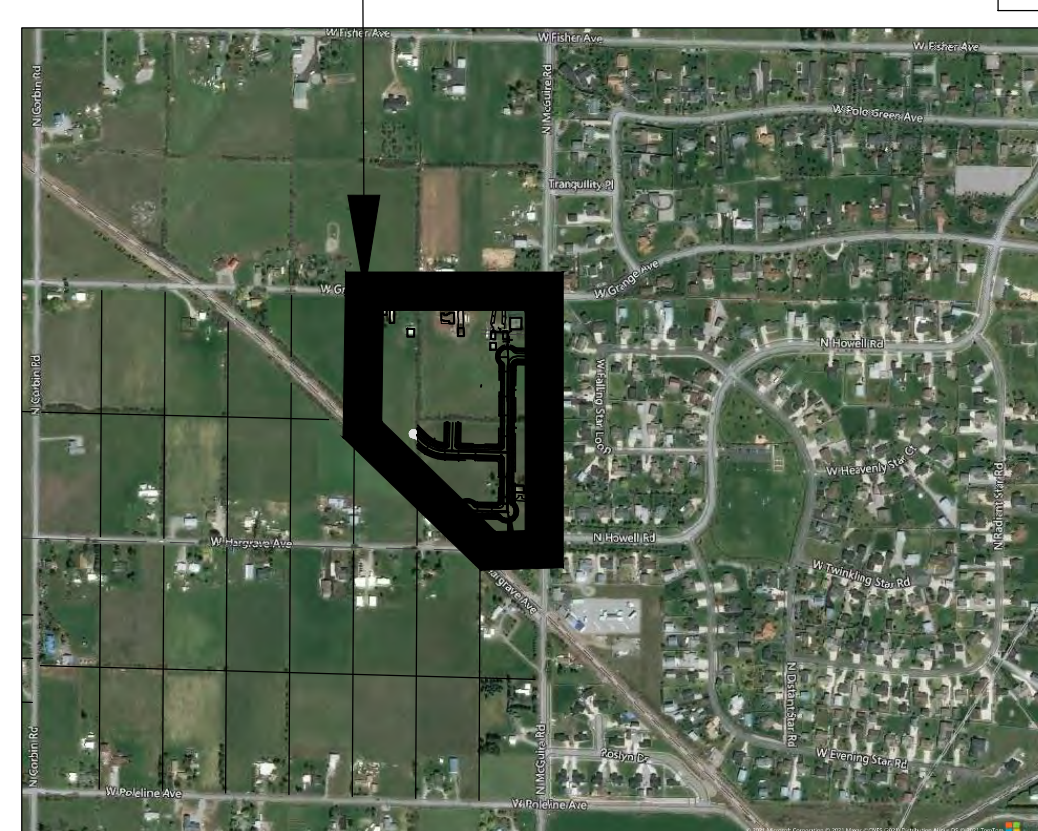
SEWER SURVEYOR
CITY OF POST FALLS
408 N SPOKANE ST
POST FALLS, ID 83854

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

SITE DATA
R-1 ZONING
12,343sq TOTAL SITE AREA
33 # OF RESIDENTIAL UNITS
2.67 DU/AC
10,880sf AVERAGE LOT SIZE
10,000sf MINIMUM LOT SIZE
19,954sf MAXIMUM LOT SIZE



PROJECT AREA

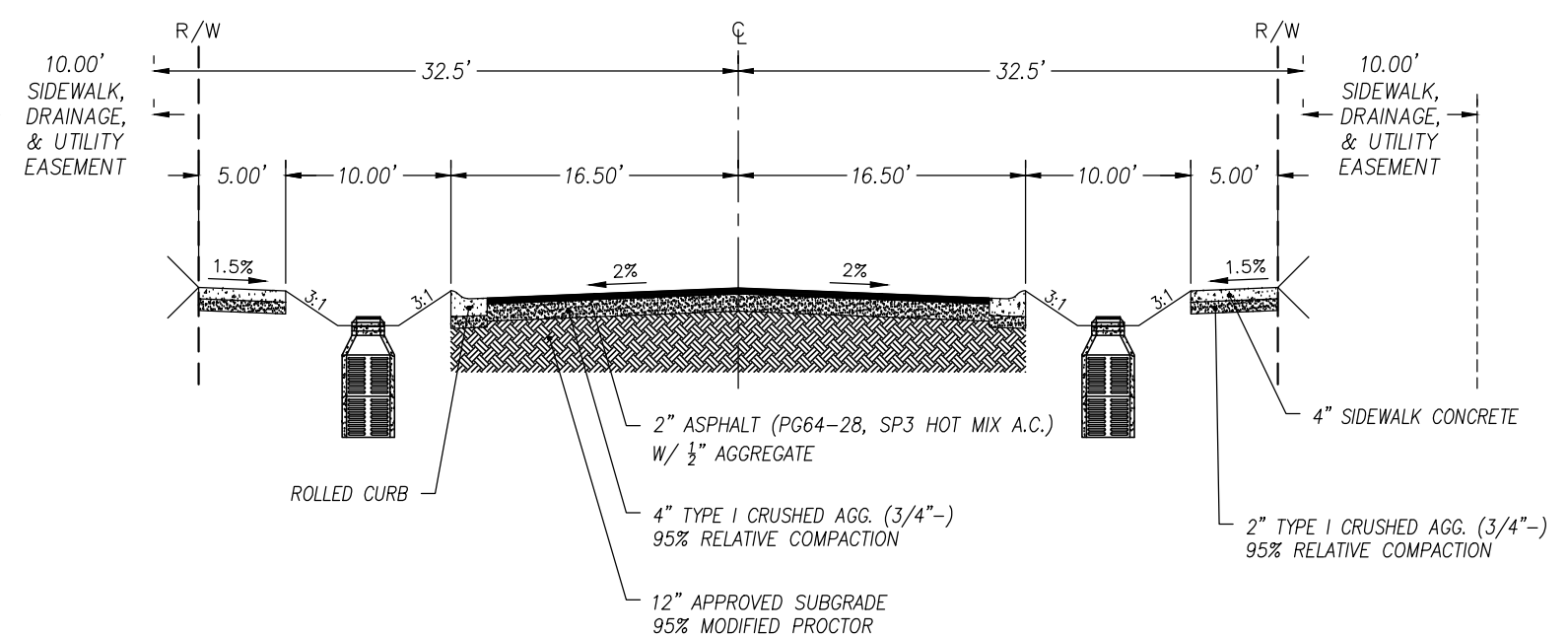


VICINITY MAP
SCALE: 1" = 1000'

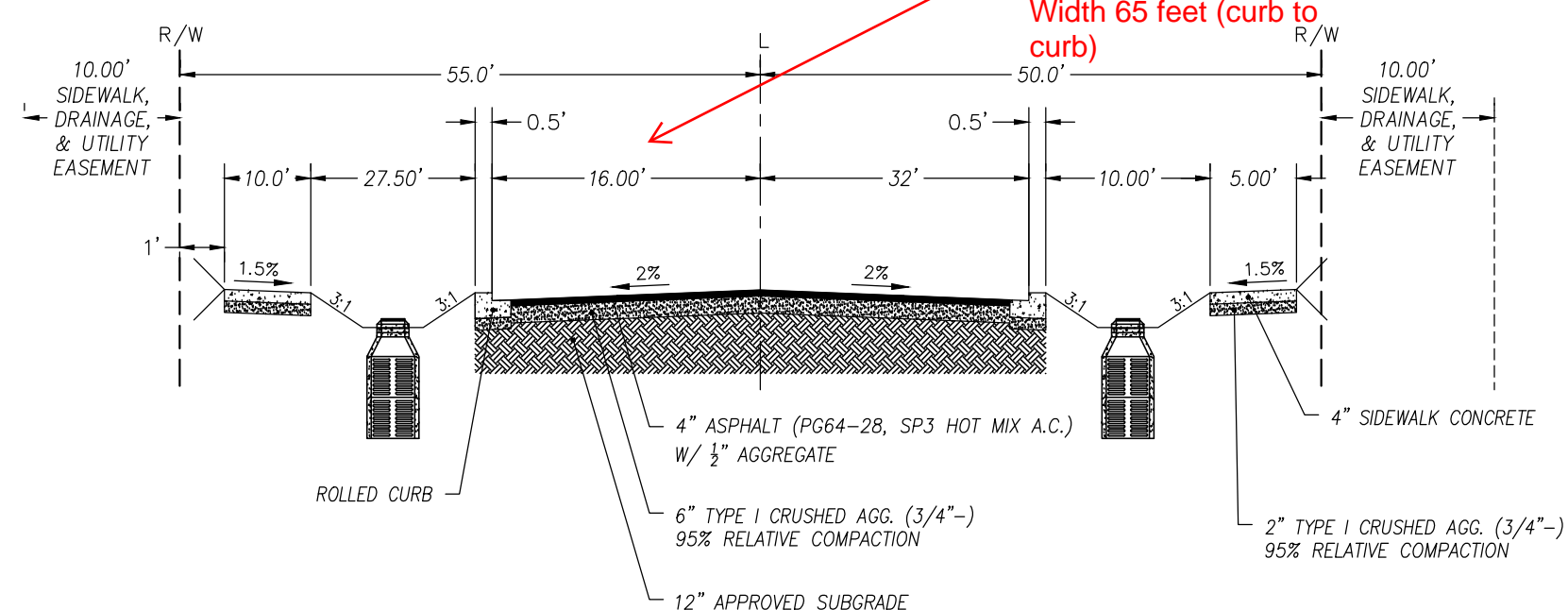
pedestrian crossing (ADA)

fence

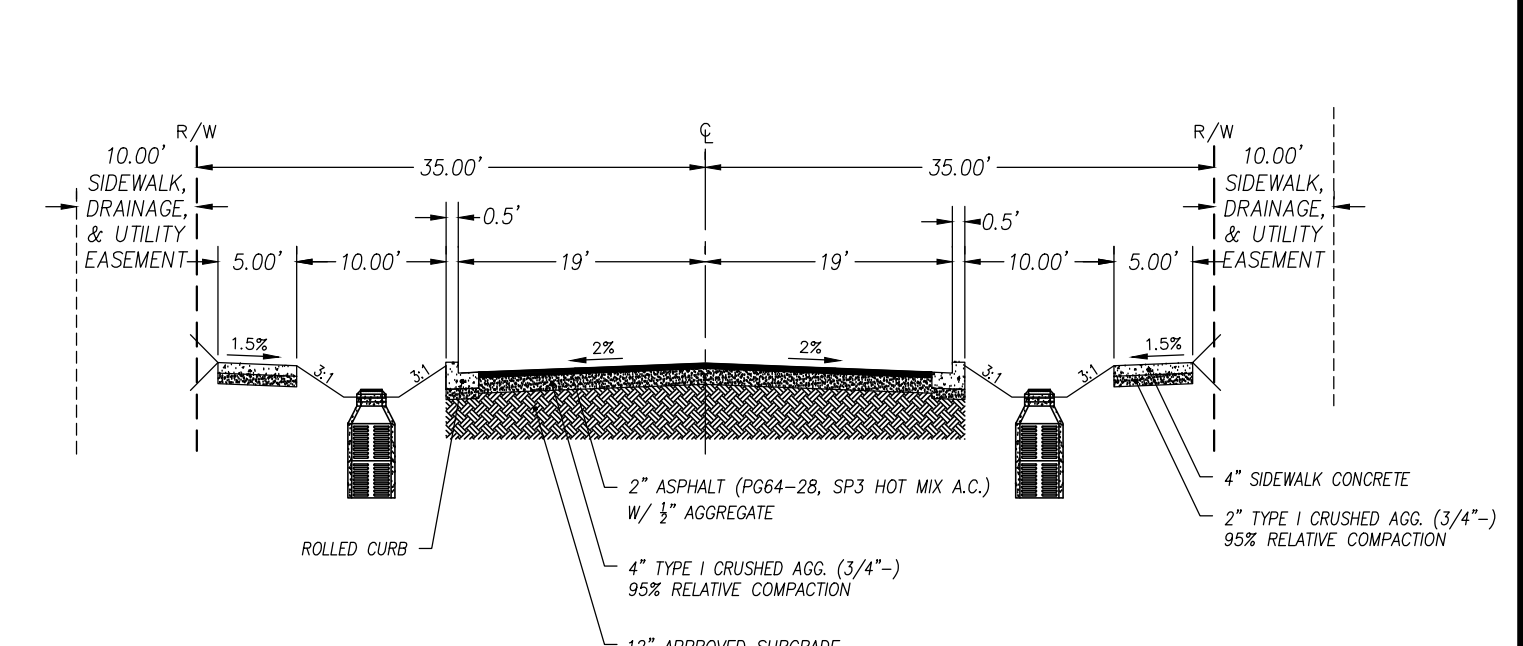
pedestrian crossing (ADA)



TYPICAL STREET SECTION INTERIOR ST
NOT TO SCALE

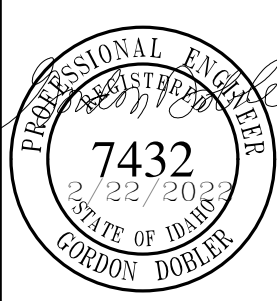
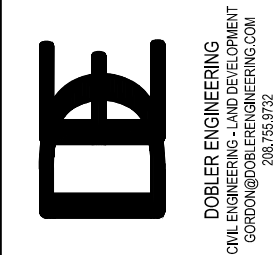


McGUIRE RD TYPICAL CROSS SECTION
NOT TO SCALE



TYPICAL STREET SECTION GRANGE AVE LANE
NOT TO SCALE

NO.	DESCRIPTION	DATE	BY



ASHFORD ESTATES—PRELIMINARY PLATS
A PROJECT LOCATED IN THE CITY OF POST FALLS, IDAHO.

DESIGNED BY: GD
DRAFTED BY: MD
CHECKED BY: GD
DATE: 2/22/2022
JOB No.: 20-033

C1



EAST GREENACRES IRRIGATION DISTRICT

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

April 7, 2021

Kulka
Attn: Ryne Stoker
8720 Kulka Road
Las Vegas, NV 89161
rstoker@geotekusa.com

Ashford Place
RE: ~~McGuire Grange~~ Subdivision, Conceptual Approval

Dear Ryne:

The Subject received conceptual approval by the Board of Directors during our regular scheduled meeting held April 6, 2021. The project is located in Section 29, Township 51 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 56 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.

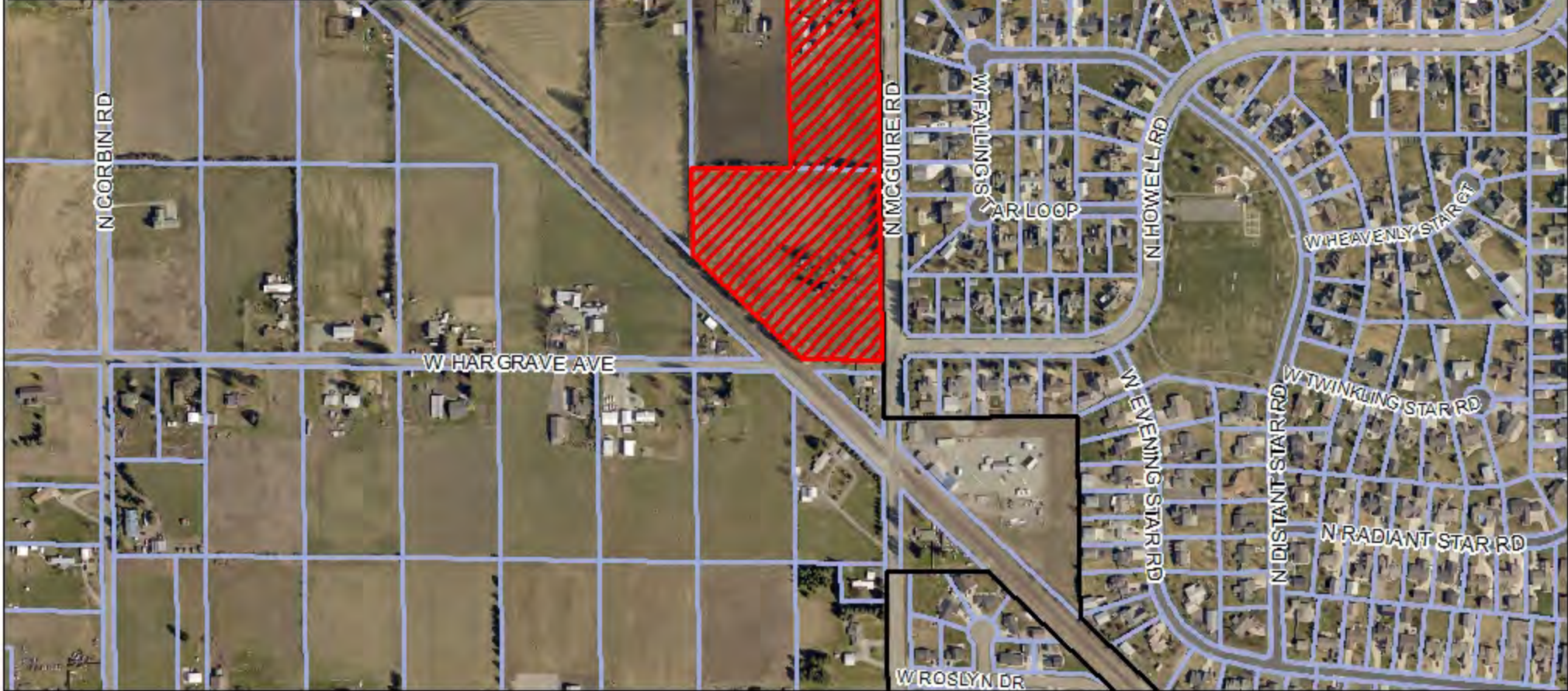
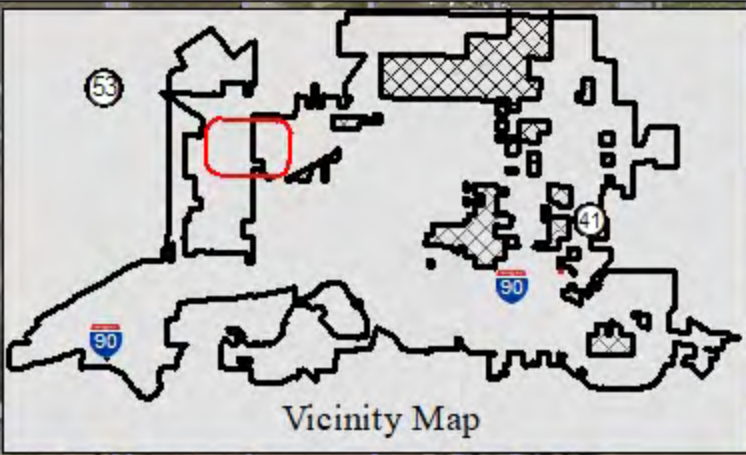
Sincerely,

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

Ron Wilson
District Manager
ron@eastgreenacres.org




RW/ljs

cc: Rob Palus – rpalus@postfallsidaho.org
Gordon Dobler – gordon@doblerengineering.com

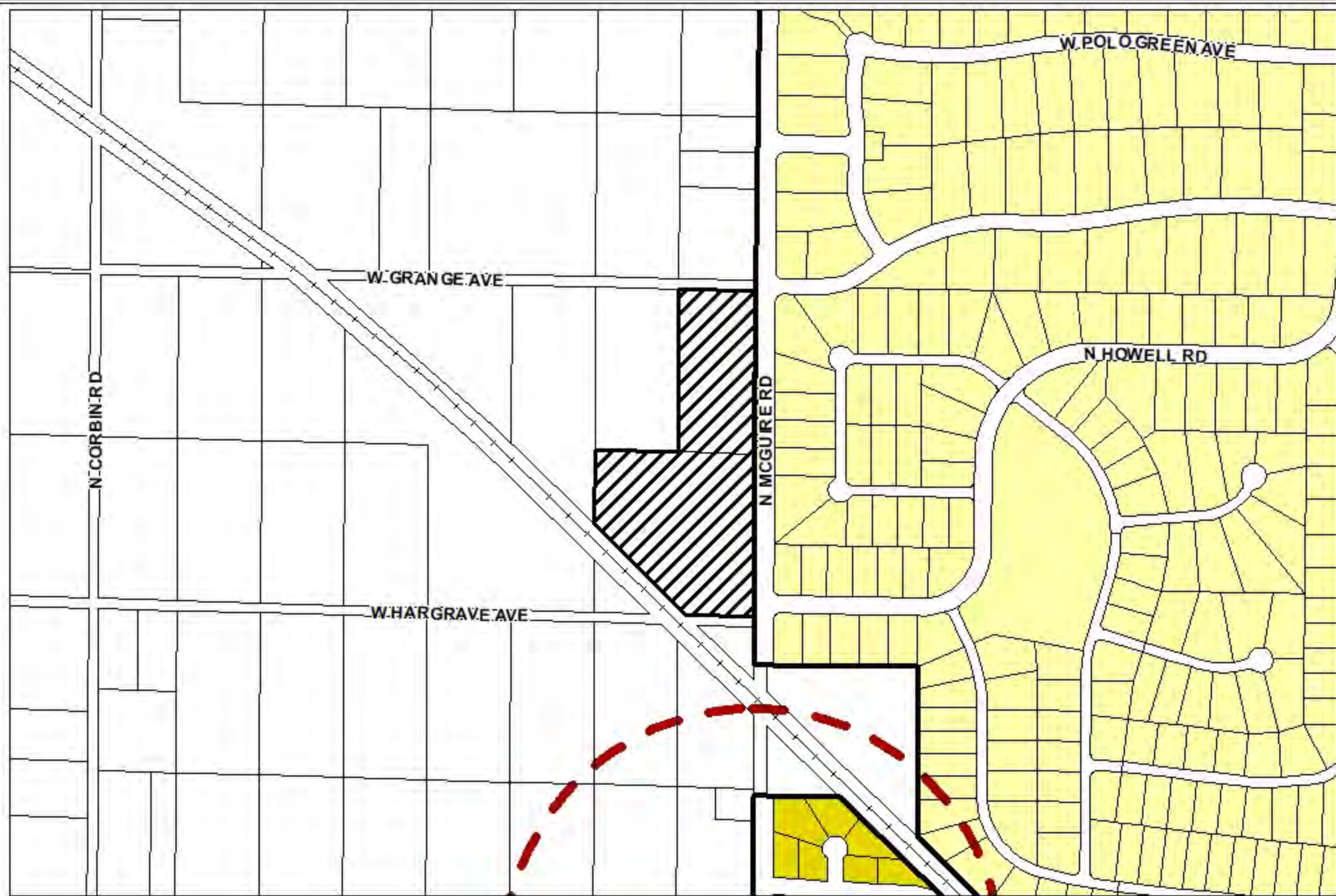


Project Location
 ASHFORD PLACE
 File # ANNX-22-5








-  Subject Site
-  City Boundary
-  Tax Parcels



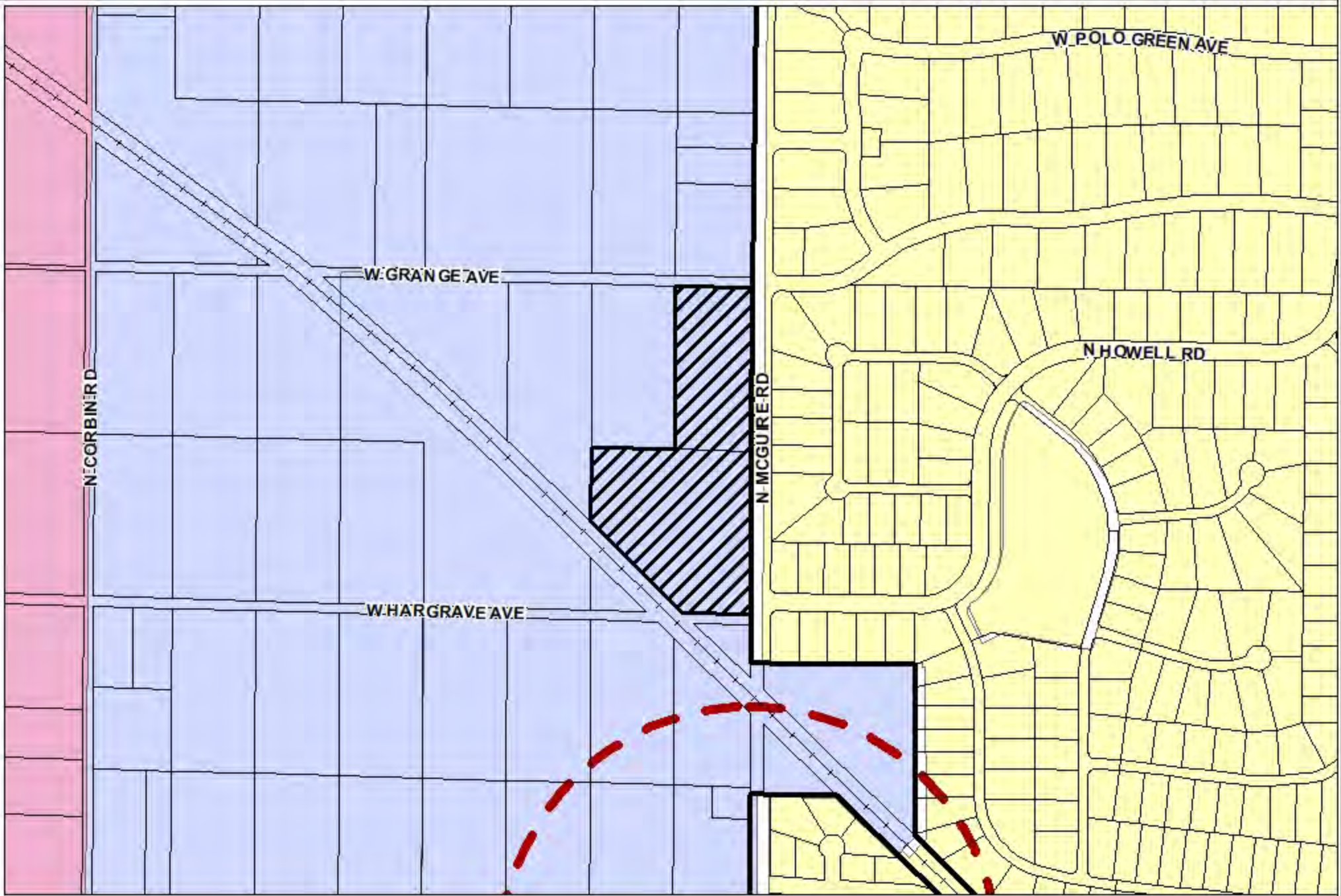


Zoning Map
 ASHFORD PLACE
 File # ANNX-22-5



-  City Boundary
-  Subject Site
-  Commercial Node
-  R-1-S
-  R-1





Future Land Use Designation
 ASHFORD PLACE
 File # ANNX-22-5



-  City Boundary
-  Subject Site
-  Commercial Node
-  Business/Commercial
-  Transitional
-  Low Density Residential





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

May 6th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Ashford Place Annexation & Subdivision File No. ANN-22-5/SUBD-22-7

The Police Department has reviewed the above listed annexation/subdivision request and will remain Neutral on this project. 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

May 10, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

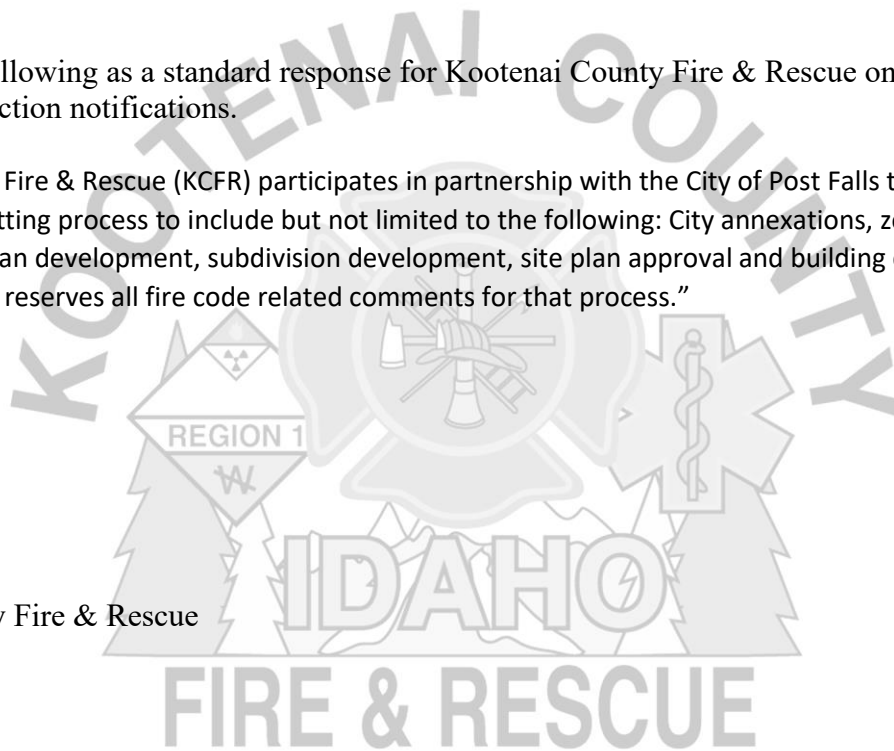
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal





DEQ Response to Request for Environmental Comment

Date: May 10, 2022
Agency Requesting Comments: City of Post Falls
Date Request Received: May 6, 2022
Applicant/Description: ANNX-22-7/SUBD-22-7

Thank you for the opportunity to respond to your request for comment. While the Idaho Department of Environmental Quality (DEQ) does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <https://www.deq.idaho.gov/assistance-resources/environmental-guide-for-local-govts/>

DEQ has not completed a thorough review of the documents provided, therefore, the following general comments should be applied as appropriate to the specific project:

1. Air Quality

- **Fugitive Dust** - All reasonable precautions shall be taken to prevent particulate matter (dust) from becoming airborne, as required in IDAPA 58.01.01.651.
- **Land Clearing** - If open burning of land clearing debris is incorporated into the land clearing phase, smoke management practices to protect air quality as described in IDAPA 20.02.01.071.03 and IDAPA 58.01.01.614 must be implemented by the applicant. Local fire protection permits may also be required.
- **Open Burning** - Open burning of demolition or construction debris is not an allowable form of open burning as defined by IDAPA 58.01.01.600. Demolition and construction debris must be treated in accordance with solid waste regulations.
- For questions, contact Shawn Sweetapple, Air Quality Manager, at (208) 769-1422.
- **Air Quality Permits** - IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

For permitting questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- If connecting to an existing wastewater utility, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the sewer provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

For questions, contact Matt Plaisted, DEQ Water Quality Engineering Manager, at (208)769-1422.

3. Drinking Water

- DEQ recommends using an existing drinking water system whenever possible or construction of a new drinking water system. Please contact DEQ to discuss this project and to explore options to best serve the future residents of this development and provide for protection of ground water resources.
- If connecting to an existing public or non-public drinking water system, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the water provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval. All projects for construction or modification of public drinking water systems require preconstruction approval.

- If any private wells will be included in the proposed project, DEQ recommends at a minimum testing the private well for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.

For questions, contact Katy Baker-Casile, DEQ Water Quality Engineering Manager, at (208) 769-1422.

4. Surface Water

- **Water Quality Standards.** Site activities adjacent to waters of the United States (US) must comply with Idaho's Water Quality Standards (WQS) (IDAPA 58.01.02). The WQS provide limits to pollutants to assure water quality for the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water. The federal Clean Water Act (CWA) requires states to list current conditions of all state waters (required by §305(b)), including publicly-owned lakes (required by §314), and to list waters that are impaired by one or more pollutants (required by §303(d)).
 - WQS: <http://www.deq.idaho.gov/water-quality/surface-water/standards/>
 - Current conditions of state waters (with interactive map): <http://www.deq.idaho.gov/water-quality/surface-water/monitoring-assessment/integrated-report/>
- **Point Source Discharges.** Site activities that discharge pollutants into waters of the US in Idaho may require Idaho Pollution Discharge Elimination System (IPDES) coverage (IDAPA 58.01.25) or the Environmental Protection Agency (EPA) National Pollution Discharge Elimination Program (NPDES) coverage.
 - <http://www.deq.idaho.gov/permitting/water-quality-permitting/ipdes/>
- **Construction activities.** Construction activities should implement Best Management Practices (BMPs) to control, prevent, or minimize pollution. Construction activities disturbing areas greater than one acre of land that may discharge stormwater directly or indirectly into waters of the US require development and implementation of a Stormwater Pollution Prevention Plan (SWPP) under a Construction General Permit with EPA NPDES.
 - <http://www.deq.idaho.gov/water-quality/wastewater/stormwater/>
- **Stream channel/lakeshore alteration and dredge and fill activities.** Site activities that disturb ground below the ordinary high water mark (OHWM) within streams/lakeshores must have a permit under IDAPA 37.03.07 (administered by Dept. of Lands) and IDAPA 58.13 (administered by Dept. of Water Resources). Activities that discharge fill material below the OHWM must have a permit under Section 404 of the CWA (administered by US Army Corps of Engineers). All activities must also comply with Idaho Water Quality Standards.
 - Idaho Department of Water Resources permits: <https://idwr.idaho.gov/streams/>
 - Idaho Department of Lands permits: <https://www.idl.idaho.gov/lakes-rivers/lake-protection/index.html>
 - US Army Corp of Engineers permits: <https://www.nww.usace.army.mil/Business-With-Us/Regulatory-Division/>

For questions, contact Robert Steed, Surface Water Manager at (208) 769-1422.

5. Solid/Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Solid Waste.** The disposal of all solid waste must comply with Idaho's Solid Waste Management Rules (IDAPA58.01.06). No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that all activities comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."
- **Underground Storage Tanks.** DEQ requests that the installation of all underground storage tanks and piping along with any required testing and owner/operator training comply with Idaho's Rules Regulating Underground Storage Tank Systems (IDAPA 58.01.07)

6. Additional Notes

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. The Panhandle Health District regulates all ASTs over the Rathdrum Prairie aquifer. EPA regulates ASTs at all other areas. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 769-1422, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

For questions, contact Gary Stevens, Waste & Remediation Manager, at (208) 769-1422.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208)769-1422.

Dan McCracken, Regional Administrator, Coeur d'Alene



05/17/2022

PUBLIC COMMENT

Ashford Place Annexation & Subdivision

File No. ANNX-22-5/SUBD-22-7

Exhibit: 4C

Applicant: Dobler Engineering

Location: Southwest corner of Grange and McGuire

Request: To annex and subdivide approximately 12.26 acres with Single-Family Residential into 33 lots R1 lots.

Hearing Date: May 25, 2022

Questions list:

Name: Chris Schreiber

Address: 6571 W Big Sky Drive, Post Falls, ID 83854

Email: chris@firestarranch.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: In Favor

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: Yes

Comments:

2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.: Yes

Comments:

3. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.: Yes

Comments:

4. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.: Yes

Comments:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: Yes

Comments:

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: Yes

Comments:

Subdivision

Please Provide Your Position on the Proposed Subdivision: In Favor

1. Has the subdivision made definite provisions for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed?: Yes

Comments: Area is served by community system.

2. Have adequate provisions been made for a public sewage system and can the existing municipal system accommodate the proposed sewer flows?: Yes

Comments: City sewer

3. Are the proposed streets consistent with the transportation element of the comprehensive plan?: Yes

Comments: Although not a fan of cul-de-sac streets, it makes sense in this situation.

4. Have all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards been identified and are the proposed uses of these areas compatible with such conditions?: Yes

Comments:

5. Is the area proposed for subdivision zoned for the proposed use and do the proposed uses conform to other requirements found in the City Code?: Yes

Comments:

6. Has the developer 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.: No

Comments: Does Post Falls have development impact fees currently in place? Does not appear to be discussed in staff report?

**CITY OF POST FALLS
STAFF REPORT**

DATE: May 20, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: JON MANLEY, PLANNING MANAGER
(208) 457-3344, jmanley@postfallsidahoh.org

SUBJECT: STAFF REPORT FOR THE May 25, 2022 P&Z COMMISSION MEETING
SCHOOL DISTRICT ZONE CHANGE – ZC-22-4

INTRODUCTION:

The City of Post Falls Planning Division is seeking to rezone approximately 3 school sites from Single Family Residential (R-1) zoning to the Public Reserve (PR) zoning district. The Planning & Zoning Commission must conduct a public hearing and determine if the requested zone change meets the approval criteria contained in Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, the Planning Commission will direct staff to prepare a Reasoned Decision, along with any appropriate conditions, that explains how the approval criteria are/are not met. The Planning Commission will review and approve the final Reasoned Decision at a subsequent meeting and will forward its recommendation to the City Council who will determine if the property should be rezoned and, if so, make a final determination on the appropriate zoning. The approval criteria are:

- A. Amendments to the zoning map should be in accordance with the Future Land Use Map.
- B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan.
- C. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
- D. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
- E. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
- F. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

PROJECT INFORMATION:

Project Name / File Number: School District Zone Change, File No. ZC-22-4

Owner: Post Falls School District

Applicant: City of Post Falls Planning Division

Project Description: to rezone approximately 3 school sites from Single Family Residential (R-1) zoning to the Public Reserve (PR) zoning district

AREA CONTEXT:

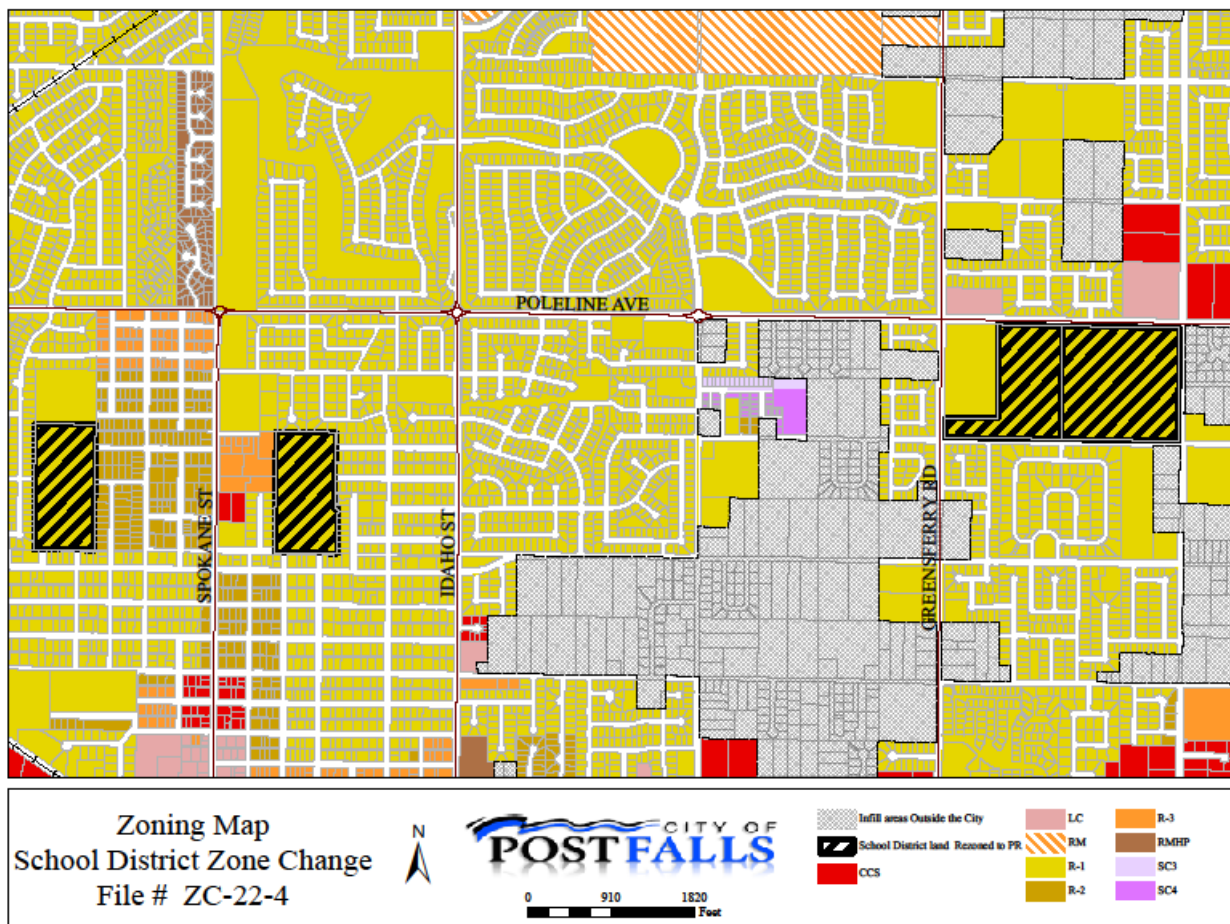
Project Location: Generally located in the following areas between Greensferry and Cecil Road, south of Poleline Avenue and between Post and Bill Street between 15th and 20th Avenue and between Pine Street and Stagecoach Drive from 15th to 20th Avenue.

Water Provider: Varies between sites

Sewer Provider: The City of Post Falls

Surrounding Land Uses: The majority of the uses surrounding the school sites are single family homes. See hatched area below:

Area Context Map:



EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

A. Amendments to the zoning map should be in accordance with the Future Land Use Map. The Future Land Use Map designated for these properties are Low Density Residential.

The Public Reserve (PR) Zone is established to accommodate existing and future public uses, such as, but not limited to, governmental, public utility, educational, recreational, cultural, water reuse, agricultural, environmental. It is anticipated that the uses allowed may be unique and may involve a combination of uses not permitted outright in any other zoning districts. The PR Zone does not allow privately-owned development.

1. Application: The PR Zone is appropriate for:
 - a. All future land use designations within the Comprehensive Plan; and
 - b. Areas with at least twenty (20) contiguous acres.

B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan. The following Goals and Policies that may be relevant to this request are provided below, followed by staff comments.

Goal 1: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

Staff Comment: Preserving school sites with nearby single-family neighborhoods may assist creating live, work, play neighborhoods to provide community prosperity and fiscal health.

Goal 3: Maintain and improve Post Falls' small-town scale, charm and aesthetic beauty.

Whether newly-arrived or long-term, residents of Post Falls often cite the community's "small-town charm," its modest size, and its valley setting with open space prairie and the Spokane River as attractive features. Due to this, many of the goals, policies and programs contained in the Comprehensive Plan help retain the City's lower-scale, walkable, small-lot development patterns common in early Post Falls, while at the same time, providing for urban growth in other, appropriate areas; support the development of cultural features and activities; and direct land use decisions encouraging infill and thoughtful expansion.

Staff Comment: Preserving school sites with nearby single-family neighborhoods may assist to maintain and improve Post Falls' small-town scale, charm and aesthetic beauty.

Goal 5: Keep Post Falls' neighborhoods safe, vital, and attractive.

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, school sites, and neighborhood-scale commercial services.

Goal 7: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Goal 8: Protect and maintain Post Falls' natural resources including clean air, soils, river and aquifer, and minimizing light and noise pollution citywide.

City livability, health and value are fully dependent on clean, safe and sustainable natural resources. This goal underscores Post Falls' commitment to maintaining its natural resources as a top priority, recognizing them as essential to the community's survival.

Goal 12: Maintain the City of Post Falls' long-term fiscal health.

Services that cities provide cannot be sustained without fiscal balance and accountability. This goal serves to anchor the City of Post Falls' obligation to sustain its fiscal health – achieved through the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide rate-payers with efficient, effective services now and in the future.

Goal 14: Involve the community of Post Falls in all local government planning and decision-making.

The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

The following policies may or may not assist the review of this Zone Change request to preserve school site with the Public Reserve zoning designation.

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;
- Foster the long-term fiscal health of the community;
- Maintain and enhance resident quality of life;
- Promote compatible, well-designed development;
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;
- Compatibility with the surrounding land uses;

Staff Comment: Schools are compatible with the surrounding single-family uses.

- Infrastructure and service plans;

Staff Comment: School sites are already established

- Existing and future traffic patterns;

Staff Comment: School sites are already established are already factored with the anticipated land uses and trip generations within the City's Transportation Master Plan.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The response to this is embedded within the analysis within this section.

Policy 8: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.

Staff Comment: School sites are already established, but additional school use expansions would be allowed with the Public Reserve zoning designation.

C. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Streets/Traffic: School sites are already established and factored in with the anticipated land uses and trip generations within the City’s Transportation Master Plan.

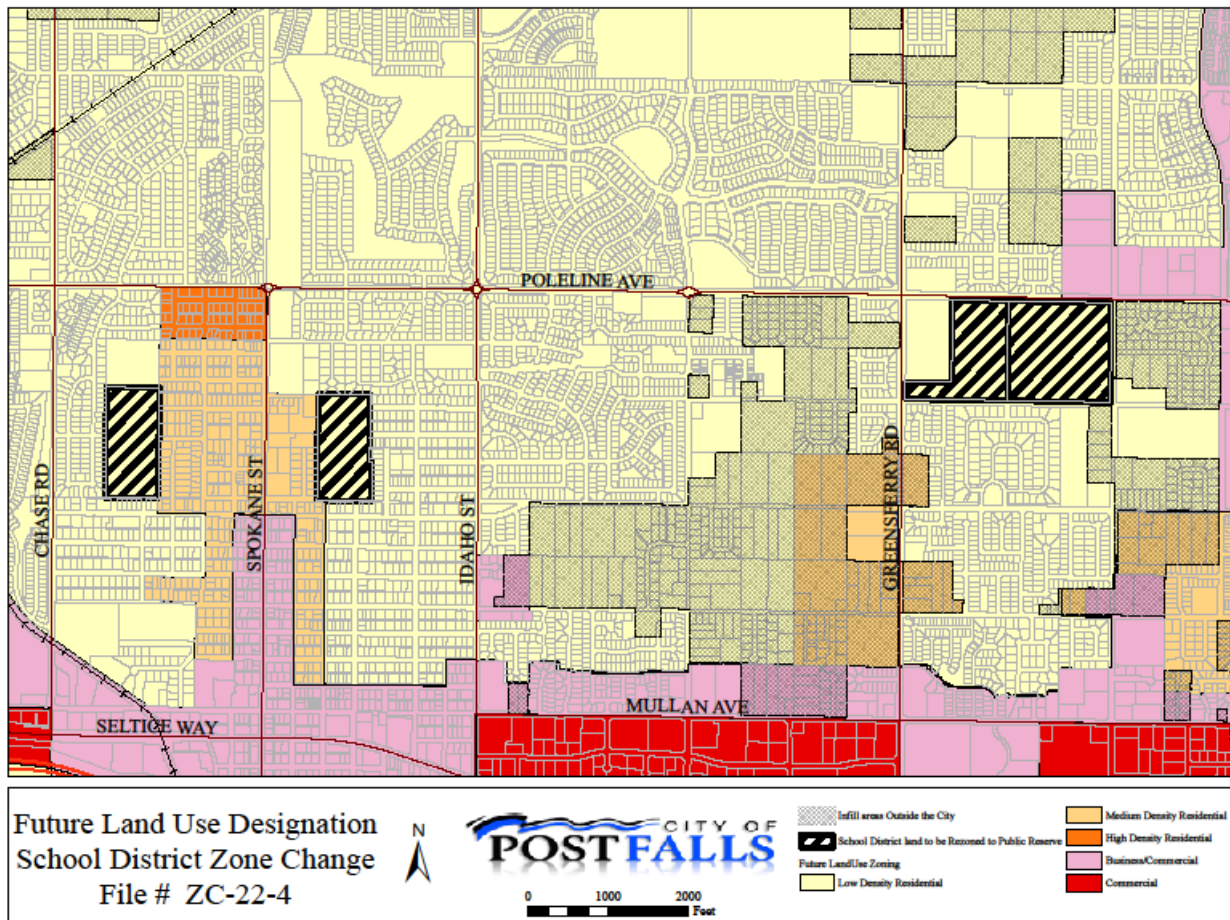
Water and Sanitary Sewer: School sites are already established are already factored service providers master planning.

Compatibility with Existing Development and Future Uses:

Schools are compatible with the surrounding single-family uses

Future Land Use Designation:

Exhibit S-3: Future Land Use Map, depicts the land use designation for these areas to be Low Density Residential.



Community Plans: Schools are established uses in the community

Geographic/Natural Features:

The site contains no geographic or other natural features that would affect additional development of these sites.

D. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Staff Comment: Not Applicable

E. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Staff Comment: Not Applicable

F. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Staff Comment: Not Applicable.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irr. District
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.	TransCanada GTN	TDS

- **Post Falls Police Department (Exhibit PA-1)** – Remain neutral
- **Kootenai County Fire & Rescue (Exhibit PA-2)** – Comment throughout any future review and permitting processes.
- **Idaho Department of Environmental Quality (Exhibit PA-3)** – Gave general comments for time of construction.

MOTION OPTIONS: The Planning Commission must provide a recommendation of zoning to the City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria. 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.

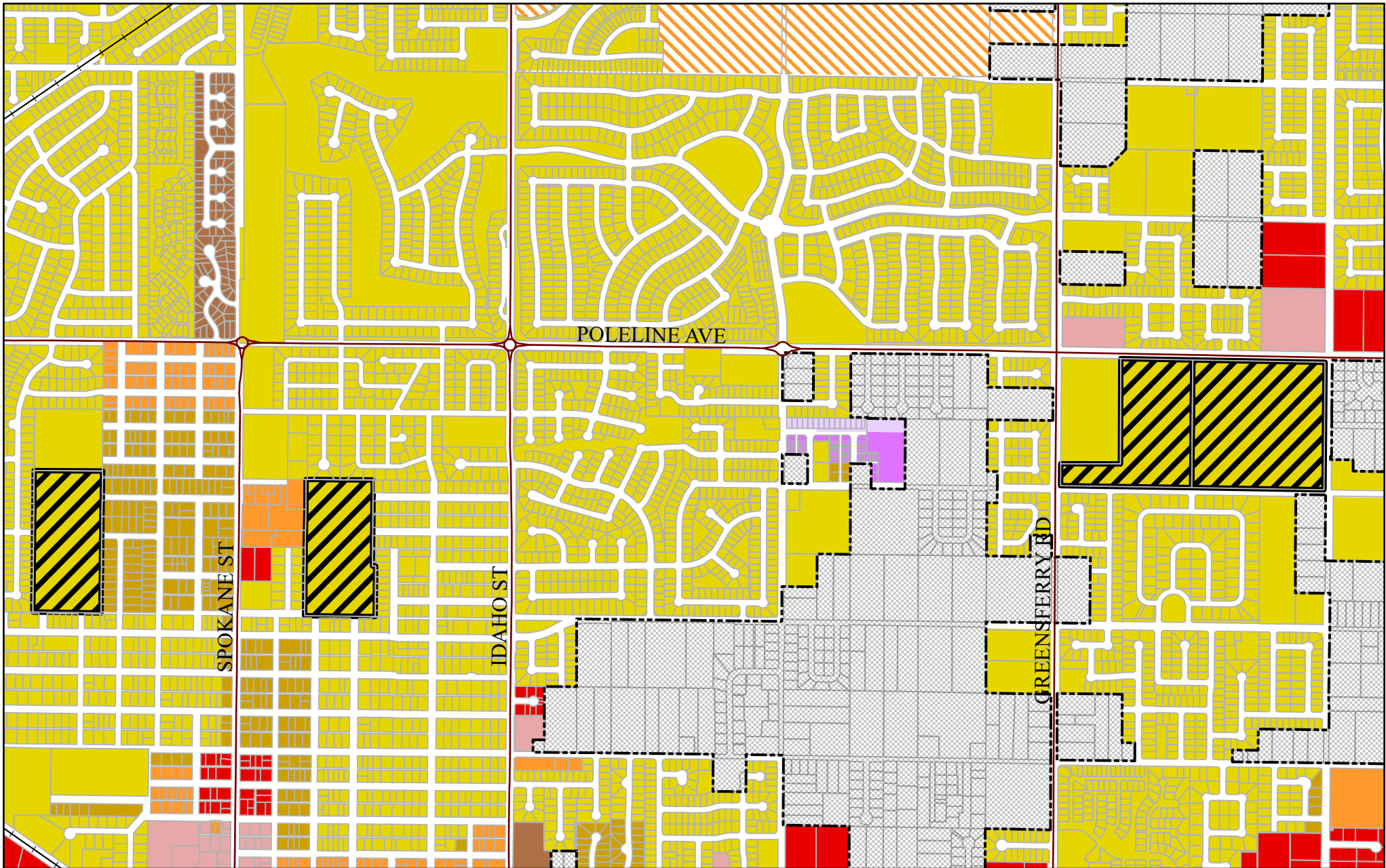
ATTACHMENTS:

Staff Exhibits:

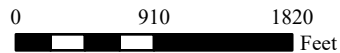
Exhibit S-1	Zoning Map
Exhibit S-2	Future Land Use Map

Testimony:

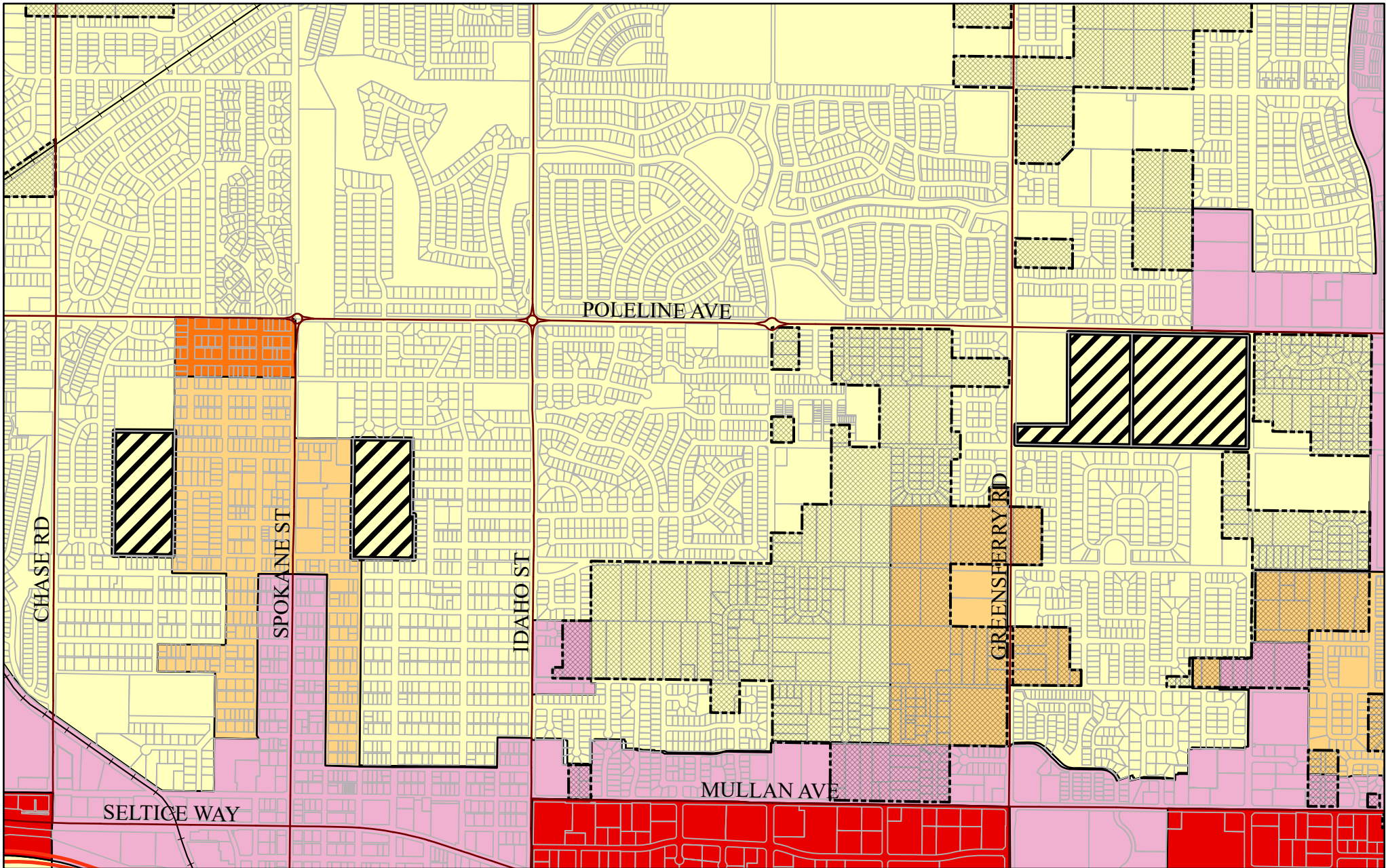
Exhibit PA-1	PFPD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	DEQ Comments



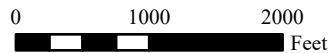
Zoning Map
 School District Zone Change
 File # ZC-22-4



- | | | |
|------------------------------------|-----|------|
| Infill areas Outside the City | LC | R-3 |
| School District land Rezoned to PR | RM | RMHP |
| CCS | R-1 | SC3 |
| | R-2 | SC4 |



Future Land Use Designation
 School District Zone Change
 File # ZC-22-4



- | | |
|--|----------------------------|
| Infill areas Outside the City | Medium Density Residential |
| School District land to be Rezoned to Public Reserve | High Density Residential |
| Future LandUse Zoning | Business/Commercial |
| Low Density Residential | Commercial |



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

May 6th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: School District Zone Change File No. ZC-22-4

The Police Department has reviewed the above listed zone change 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
Lieutenant
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

May 10, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

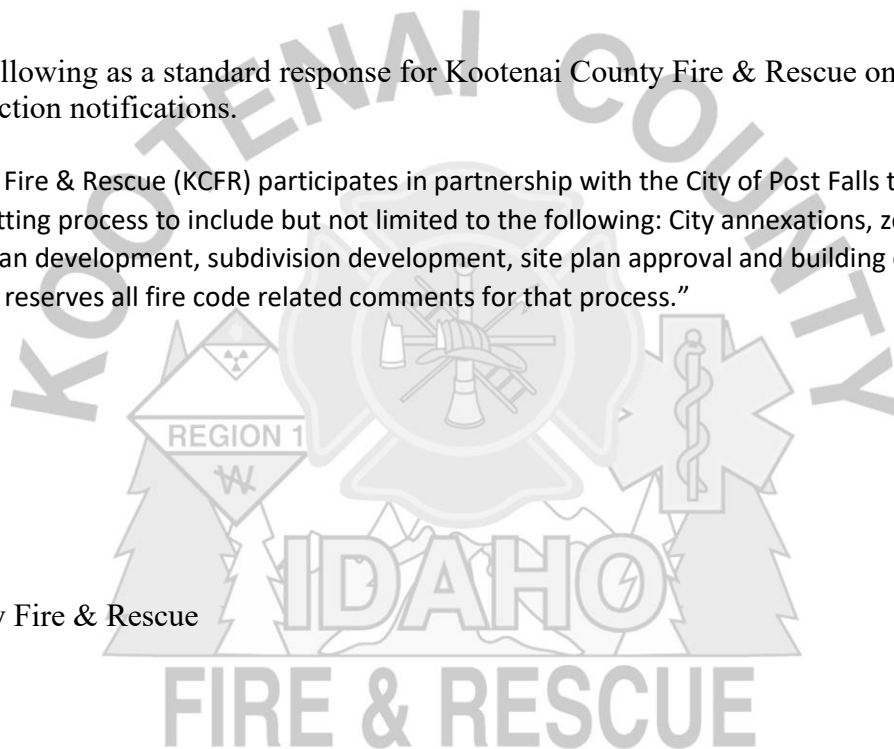
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal





DEQ Response to Request for Environmental Comment

Date: May 10, 2022
Agency Requesting Comments: City of Post Falls
Date Request Received: May 6, 2022
Applicant/Description: ZC-22-4

Thank you for the opportunity to respond to your request for comment. While the Idaho Department of Environmental Quality (DEQ) does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <https://www.deq.idaho.gov/assistance-resources/environmental-guide-for-local-govts/>

DEQ has not completed a thorough review of the documents provided, therefore, the following general comments should be applied as appropriate to the specific project:

1. Air Quality

- **Fugitive Dust** - All reasonable precautions shall be taken to prevent particulate matter (dust) from becoming airborne, as required in IDAPA 58.01.01.651.
- **Land Clearing** - If open burning of land clearing debris is incorporated into the land clearing phase, smoke management practices to protect air quality as described in IDAPA 20.02.01.071.03 and IDAPA 58.01.01.614 must be implemented by the applicant. Local fire protection permits may also be required.
- **Open Burning** - Open burning of demolition or construction debris is not an allowable form of open burning as defined by IDAPA 58.01.01.600. Demolition and construction debris must be treated in accordance with solid waste regulations.
- For questions, contact Shawn Sweetapple, Air Quality Manager, at (208) 769-1422.
- **Air Quality Permits** - IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

For permitting questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- If connecting to an existing wastewater utility, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the sewer provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

For questions, contact Matt Plaisted, DEQ Water Quality Engineering Manager, at (208)769-1422.

3. Drinking Water

- DEQ recommends using an existing drinking water system whenever possible or construction of a new drinking water system. Please contact DEQ to discuss this project and to explore options to best serve the future residents of this development and provide for protection of ground water resources.
- If connecting to an existing public or non-public drinking water system, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the water provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval. All projects for construction or modification of public drinking water systems require preconstruction approval.

- If any private wells will be included in the proposed project, DEQ recommends at a minimum testing the private well for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.

For questions, contact Katy Baker-Casile, DEQ Water Quality Engineering Manager, at (208) 769-1422.

4. Surface Water

- **Water Quality Standards.** Site activities adjacent to waters of the United States (US) must comply with Idaho's Water Quality Standards (WQS) (IDAPA 58.01.02). The WQS provide limits to pollutants to assure water quality for the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water. The federal Clean Water Act (CWA) requires states to list current conditions of all state waters (required by §305(b)), including publicly-owned lakes (required by §314), and to list waters that are impaired by one or more pollutants (required by §303(d)).
 - WQS: <http://www.deq.idaho.gov/water-quality/surface-water/standards/>
 - Current conditions of state waters (with interactive map): <http://www.deq.idaho.gov/water-quality/surface-water/monitoring-assessment/integrated-report/>
- **Point Source Discharges.** Site activities that discharge pollutants into waters of the US in Idaho may require Idaho Pollution Discharge Elimination System (IPDES) coverage (IDAPA 58.01.25) or the Environmental Protection Agency (EPA) National Pollution Discharge Elimination Program (NPDES) coverage.
 - <http://www.deq.idaho.gov/permitting/water-quality-permitting/ipdes/>
- **Construction activities.** Construction activities should implement Best Management Practices (BMPs) to control, prevent, or minimize pollution. Construction activities disturbing areas greater than one acre of land that may discharge stormwater directly or indirectly into waters of the US require development and implementation of a Stormwater Pollution Prevention Plan (SWPP) under a Construction General Permit with EPA NPDES.
 - <http://www.deq.idaho.gov/water-quality/wastewater/stormwater/>
- **Stream channel/lakeshore alteration and dredge and fill activities.** Site activities that disturb ground below the ordinary high water mark (OHWM) within streams/lakeshores must have a permit under IDAPA 37.03.07 (administered by Dept. of Lands) and IDAPA 58.13 (administered by Dept. of Water Resources). Activities that discharge fill material below the OHWM must have a permit under Section 404 of the CWA (administered by US Army Corps of Engineers). All activities must also comply with Idaho Water Quality Standards.
 - Idaho Department of Water Resources permits: <https://idwr.idaho.gov/streams/>
 - Idaho Department of Lands permits: <https://www.idl.idaho.gov/lakes-rivers/lake-protection/index.html>
 - US Army Corp of Engineers permits: <https://www.nww.usace.army.mil/Business-With-Us/Regulatory-Division/>

For questions, contact Robert Steed, Surface Water Manager at (208) 769-1422.

5. Solid/Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Solid Waste.** The disposal of all solid waste must comply with Idaho's Solid Waste Management Rules (IDAPA58.01.06). No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that all activities comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."
- **Underground Storage Tanks.** DEQ requests that the installation of all underground storage tanks and piping along with any required testing and owner/operator training comply with Idaho's Rules Regulating Underground Storage Tank Systems (IDAPA 58.01.07)

6. Additional Notes

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. The Panhandle Health District regulates all ASTs over the Rathdrum Prairie aquifer. EPA regulates ASTs at all other areas. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 769-1422, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

For questions, contact Gary Stevens, Waste & Remediation Manager, at (208) 769-1422.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208)769-1422.

Dan McCracken, Regional Administrator, Coeur d'Alene