



**PLANNING & ZONING COMMISSION
SPECIAL MEETING AGENDA**

**June 29, 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.

SPECIAL 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:

- INTERNATIONAL FISHERMAN DAY
- THE NATIONAL DAY OF JOY

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 – June 14, 2022, Planning and Zoning Commission Meeting
- b. Zoning Recommendation – The Pointe Zone Change File No. RZNE-0001-2022

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. **Approve/Deny** KCF Station #3 Special Use Permit File No. SUP-22-1 – Ethan Porter, Associate Planner, to present a request to approve or deny a request for a Special Use to a new fire station within the Single-Family Residential (R1) zone per Post Falls Municipal Code 18.20.030 Land Use Table.
- B. **Zoning Recommendation** for Froehlich Zone Change File No. ZC-22-5 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council on a request to rezone approximately 1.88-acres from Single-Family Residential (R1) to Medium-Density Residential (R2) zoning designation.
- C. **Zoning Recommendation** for Hydrilla Estates Zone Change and **Review Requested** for Hydrilla Estates Subdivision File No(s). ZC-22-2/SUBD-22-8 –Jon Manley, Planning Manager, to present a request for a recommendation to City Council for a rezone of approximately 5.37-acres from Single-Family Residential Suburban (R1S) to Single-Family Residential (R1) zoning designation, Additionally, a subdivision review request of 15 lots.

- D. **Zoning Recommendation** for Joseph Family Trust Annexation File No. ANNX-22-7 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council on a request for a zoning designation of Community Commercial Services (CCS) on 20.74-acres and Community Commercial Mixed (CCM) on 20.60-acres for a total of approximately 41-acres which requires a Development Agreement.

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



**PLANNING & ZONING COMMISSION
MEETING MINUTES**

**June 14, 2022
5:30 PM**

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

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REGULAR MEETING – 5:30 PM

CALL TO ORDER

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PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- There will be a joint workshop with City Council and Planning and Zoning Commission on June 22, 2022, at 5pm, location will be the Police department community room.
- NATIONAL FLAG DAY
- NATIONAL ARMY BIRTHDAY
- WORLD BLOOD DONOR DAY
- NATIONAL MONKEY AROUND 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.

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – May 25, 2022, Planning and Zoning Commission Meeting
- b. Zoning Recommendation – Jacklin Prairie Annexation File No. ANNX-0012-2021
- c. Zoning Recommendation – Mongeau Meadows Annexation File No. ANNX-0003-2022
- d. Zoning Recommendation – School District Zone Change File No. ZC-22-4
- e. Reasoned Decision – Mongeau Meadows Subdivision File No. SUBD-0003-2022

Motion – to approve as presented by Carey

2nd by: Steffensen

Vote: Hampe – Yes; Ward – Abstain; Davis – Yes; Kimball – Abstain; Carey – Yes;
Steffensen - Yes

Moved

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None

3. UNFINISHED / OLD BUSINESS

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None

4. PUBLIC HEARINGS

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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 Bel Cielo III Annexation File No. ANNX-22-6 – Laura Jones, Associate Planner, to present a request for a recommendation to City Council for a zoning designation of High-Density Multi-Family Residential (R3) upon annexation of approximately 5.14 acres. The requested action is to provide recommendation to City Council for the zoning designation of High-Density Residential (R3) on approximately five (5) acres as part of an annexation request into the City of Post Falls. The property is located east of Highway 41 and south of E. 16th Ave. The current land use is a single-family residence and there are no physical characteristics or natural features that pose a hazard this property is over the Rathdrum Prairie Aquifer. Water will be provided by Ross Point Water District and the sewer will be provided by the City of Post Falls. The surrounding zoning to the north is Kootenai County single-family residential, east is Kootenai County Multi-Family, south is Kootenai County Multi-Family, west is Bel Cielo Apartments which is also Multi-Family R3 and southwest is the Ashlar Ranch Annexation Request with a Single-Family R1 zoning designation.

Zone Change Review Criteria:

- The Future Land Use Map Designation is Business/Commercial and promotes a 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. Implementing zoning districts are LC, CCS, CCM, TM, R-2, **R-3**, SC4, SC5, Per Focus Area.
- G.05 Keep Post Falls' neighborhoods safe, vital, and attractive. G.06 Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives. 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. G.14 Involve the community of Post Falls in all local government planning and decision-making. P.01 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. P.02 Apply or revise zoning designations with careful consideration of factors including Future land use mapping; compatibility with surrounding land uses; infrastructure and services plans; existing and future traffic patterns; goals and policies of the comprehensive plan, related master plan and/or facility plans. The City of Post Falls will provide water reclamation services and has the capacity and willingness to serve the site. Water will be provided by Ross Point Water District they proved a will serve letter. P.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. P-24 Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.
- It is located over the Rathdrum Prairie Aquifer.
- Highway 41 is a Principal Arterial; E. 16th Ave. is a Major Collector; the proposed development should not adversely impact the existing transportation network. Additionally, there is the 1/8-mile backage road which will hopefully provide a

north/south connection in the future. There is also the proposed Zorros Rd which is a minor collector and provide another north/south connection.

- The higher intense urban activity is along Highway 41 and Seltice Way; with this request being approximately ¼ mile from the Highway 41 corridor it meets the review criteria.
- Not applicable

All the agencies have been notified and the Post Falls Police Department responded as neutral with recommending staff to keep the complaints regarding parking during the design approval process. The Kootenai County Fire and Rescue reserves comments for the permitting process and the Post Falls Highway District responded with no comments.

Steffensen – Can you go back to the backage road? Will it go right through that other apartment complex?

Jones – This 1/8-mile backage road that is proposed will not provide total continuity north/south however, it is intended. This map just shows the general location of where it would run unless there is existing development.

Steffensen – So, it will fit in future however, not where the apartments are or other structures.

Jones – Correct.

Hampe – So, the blue

Jones – It wont actually get built there until maybe sometime when those apartment complexes go away. I am not sure if and when that will ever happen however, the intent is to run north/south.

Davis – Should we invite Rob up?

Manley – It is more or less a general location and so when you have an apartment you may not get the connection for some time. It could get developed as a private drive or a public street there's different ways to attain the 1/8-mile backage road. Palus may have additional commentary to add.

Palus – I don't have additional commentary, Manley covered it well with the flexibility between parking, drive aisles and parking lots and actual city streets.

Kimball – For clarification the 1/8-mile backage road is similar to what you find along Highway 95 north by Wilbur where you've got all the back parking lots and connection in between them.

Palus – From your frame of reference and knowing what you are talking about it is somewhat similar a little more refined so people can actually figure out where they're going. The idea is when you are going through a parking lot if you're on one end of it you would very easily see that it's a fairly straight shot through to the next street or next parking lot. So, it is intuitive and inviting for traffic to move along those roadways. Bel Cielo I and Bel Cielo II predates the Transportation Master Plan that incorporates the 1/8-mile backage road, so we recognize that it may not be achievable along the entire stretch of Highway 41, but it is something that we're trying to get. The ¼-mile is different it's been in our Transportation Master Plan for well over 12-years and we anticipate it running along the east side of the property in question to get up to 16th Ave. and then continue to the north so the ¼-mile backage road will be a continuous roadway eventually from 12th Ave. to Prairie and continue north.

Manley – This is one reason why we wanted to have both of these projects on the same evening so you can see it can be planned between these two projects and you can get from Mullan to 16th eventually through other coordinated efforts.

Applicant – Drew Dittman, Lake City Engineering – This should look familiar to most of you with the exception of Ward. I brought this in front of the Planning Commission on October 8, 2019, it was unanimously approved for an R3 zone then it went to City Council the next month and was denied. The caveat was City Council thought the timing was a little off because of the Highway 41 construction and the fact that the light at 16th wasn't installed yet. It is now installed just not functioning yet and Highway 41 is almost complete. It's scheduled for completion this summer, late summer early if fall, I believe. So, we are here 2 years later bringing this back around the timing is right the only thing different from the first time is you have updated the Comprehensive Plan the designation has changed from residential to Business/Commercial. R3 is still one of the implementing zoning districts so that piece hasn't changed. I am going to be brief and go on an assumptive close as you have seen this before and you did approve it before.

Hampe – Could you touch at all on the parking with the comment the police made on that. You obviously are probably aware of the issue and are thinking about it.

Dittman – We are aware of it; I wasn't involved in the design of the first two Bel Cielo so I can't address the parking there. I did drive out there today to take a look at it and people do park on both sides of 16th St. and it is a bit congested. I do believe the construction going on makes it worse as the first several hundred feet of 16th is still torn up and it is gravel so, that is probably exaggerating the problem a little bit. When we do come back for a Site Plan Review on this next phase, we could certainly work with staff on trying to resolve or provide additional parking if we can.

Carey – I had similar concerns.

Dittman – It is good that we are all aware of it now so it's something that we can certainly take a look at during Site Plan Review.

Testimony:

In Favor

Neutral

In Opposition – Tom Wilkinson, 4527 E 16th Ave. – I want to express the danger of having parking on 16th as people dart out of the existing complex without looking because the cars are on the street and blocking the view. It is also not becoming to the neighborhood if they are going to build these types of complexes there should be plenty of parking inside the parking lot and they need to make a section for visitors.

Samantha Steigleder, Knob Creek – I am in opposition to high-density multi-family again. I didn't realize this had already come before you 2 years ago so pardon my ignorance there. I am not sure why mobile homes are considered high-density housing to make it appear that this high-density request is going to be surrounded by housing of the same type as I don't think there as many mobile homes per acre as there are apartment complexes per acre in an R3. I am also opposed to having 3 phases of R3 coming in like this. Seems like they asked for some land that was approved for R3 and then bought another piece of land next to it and that is being approved for R3 when maybe it could have just been an ask for the whole 10-15 acres, not sure of exact size. This way may have changed the public opinion at the time the original was approved. Commercial mixed future use says that would be a mixed, but it seems like that's all R3 there is no commercial involved in anything; twin homes or townhomes we're always talking about mixed use especially when we talk about R1 and wanting to put higher density in the R1 area. Now we're talking about a decent amount of R3 but we're not pushing the developer to put in any of the twinhomes or the other types of products that we always talk about in

other meetings. I know we can only talk about the goals and policies and the criteria; I don't think this is attractive goals 3 says it has to star attractive – NO. Policy 4 it's not really mixed use because we're talking about all r3 that's not a lot of mixed use in there I think that also relates to policy 6 and then policy 15 states it has to be diversified, no again. It's all R3 we're not talking about putting any other type of product in there except for high-density housing. Criteria D talked about it being near arterial streets and so it's a ¼ mile which when we say it like that it's not very far but remember track that's one time around it and that feels like a lot when you walk it. I don't think this is as close to an arterial as we are promoting it.

Rebuttal – Dittman – We talked about the parking, and we are aware of it and so is staff and will be a topic of discussion during the Site Plan Review. The high-density housing for the mobile homes that actually is the zoning designation in Kootenai County, it's high-density residential. We didn't ask for all 3 up front because my client didn't own all 3 properties at the time, they've bought them in succession as they've come up for sale and as they've developed them. So, they are brought forth as they are purchased and we're trying to make it one project and then if you're familiar with that site at all you know there is a cross connection between phases one and two and there's actually some substrates in phase two that go into this next property. We've anticipated the best we can and trying to promote that connectivity there.

Hampe – What is the requirement for parking for the first 2 phases, 1 ½ per unit?

Manley – It's 2 per unit.

Hampe – They meet that?

Manley – When you look at some of the aerials with the on-street parking, we cannot make people park on the site it is a public street. So, some individuals may be choosing to park on the public-right-of-way in front of their multi-family building as it may be closer to do that then parking inside the facility.

Hampe – By saying that there is an assumption that there is plenty of parking and it isn't overflow.

Manley – I haven't seen any evidence that our current parking standards isn't sufficient.

Hampe – In any of the places this is where we are having the problem.

Manley – It's not unusual to see some individuals that live in an apartment project to choose to elect to park on the public street near their apartment.

Hampe - Even if there is parking.

Manley – Correct.

Hampe – I am just trying to figure it out, because that does become a problem especially in winter with plowing it can create some hazardous conditions.

Ward – It could be construction vehicles like truck and trailers too.

Hampe – See, and I don't know that. That is why I was asking those questions, but I don't know that we can really tell for sure.

Manley – It is a discussion that staff has started to have internally to look at the current multi-family parking standards.

Hampe – Maybe that isn't enough.

Manley – It isn't inconsistent to a majority of jurisdictions though 2 is a very common factorial to use for perking per unit.

Steffensen – Do we know what percent the city is at for R3? Compared to R1 or R2.

Manley – Not off hand, we used to keep track of it; that number I currently do not have.

Steffensen – Do we know how much R3 is underdeveloped right now?

Manley – There are not many sites that are zoned R3 that do not get developed. We have 1 on the end of Corbin that I know of that is zoned R3 and then another 1 east of Ross Point Rd, east of the KFC area where we do have an approved site plan that's developing but the vast majority of our R3 is developed. Like out at Cabela's all that has been approved and developed but we don't have a lot of R3 just sitting around. Montrose has some in the PUD and other PUD's we have some multi-family that's awaiting some future phase, so they do have a few pockets out there and Montrose has chosen to sell some of their areas for industrial purposes. So, Montrose doesn't have as much out there as they once had and some of the other PUD's also have pockets of multi-family.

Comments:

Zoning Recommendation Review Criteria:

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

Steffensen – It says Business/Commercial but then you have to look at the Focus Area and R3 is one of the many implementing zones.

Kimball – Out of all the zones I think R3 is perfect other than the R2 everything else is higher intensity.

Steffensen – Are the 2 SmartCode zones be more intense?

Kimball – Yes, those have a minimum density which are allot denser for sure.

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

Hampe – I think it poses problems with the maintaining or enhancing the community levels of service or just simply having parking issues and people parking on the road. I think that does create problems it creates problems not only for that development and the developments abutting but the ones down the road that have to travel through that area as well. I think it can make the road conditions hazardous at times.

Davis – You jumped to number 3

Hampe – Oh sorry!

Kimball – I think the staff report goes through it thoroughly and the applicant's narrative talked about them as well. Obviously not every proposal is going to meet ever policy or goal there are certain ones that get met and others that are not met and I guess it's our job to weigh the justification of whether those policies and goals are important. In this case there is a lot, and we have a housing shortage. If we are talking about housing and variety of housing and what's available for people. Things might start to soften a little bit because of interest rates being where they are and so now there is a delicate balance between buying now or at a lower price with higher interest rates either way the barrier to getting into a single-family house at \$400,000 for a 3-bedroom 2-bath house is a big a mortgage, about \$3,000. When there is a 1% vacancy rate for multi-family tells us that there's a lot of people who want to live here. I spoke with a business owner today that had 4 of the 7 employees quit because they couldn't afford to live around here. They will charge market rates for as long as they can until they start seeing more vacancy, then they will lower the rates, but until then they will charge as much as they can. It is important for us to realize this people can put roommates on a rental, but they can't on a mortgage application. So, if we want to provide a place for our workforce to live and not move out of town to place that's more affordable then the only option is to have more multi-family. We need to keep our

youth workforce in mind because they can't afford to live here anymore and that is only the beginning of a large problem, and it is important that we get ahead of it.

3. 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.

Hampe – I think it poses problems with the maintaining or enhancing the community levels of service or just simply having parking issues and people parking on the road. I think that does create problems it creates problems not only for that development and the developments abutting but the ones down the road that have to travel through that area as well. I think it can make the road conditions hazardous at times.

Kimball – I think Hampe is correct and if it is appropriate staff should look at this and post it as no parking. That way it is enforceable.

Ward – There's a couple spots in town where the streets narrow around apartment buildings due to all the parking and you have to be careful. There is one off Poleline towards 41 on the north side of the road, I think it might be Tullamore, they are all lined with construction, and I think it is a big consideration.

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

Kimball – 16th is a major collector which is the definition of a higher road classification. It's less than a ¼ mile from Highway 41 which is a principal arterial.

Steffensen – Zorros is a minor collector.

Kimball – Right, which is on the other side.

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

Carey – I would like to find out more about the possibility of no parking on the street and how that would work, can it be a requirement?

Kimball – That's something staff can take care of at Site Plan Review.

Carey – So when they put in for a Site Plan.

Davis – Yes. We are at the point where we are simply making a recommendation of zoning to City Council. I'll echo what you have said, I have had conversations with business owners that have said they are about 20 staff short. Simply due to them not being able to afford to live here. Many individuals, as odd as it may sound, are migrating to Spokane and the Valley because it is a little more affordable. The market is pushing us towards more multi-family.

Carey – The people that spoke tonight were not against the apartments themselves just concerned with the parking.

Davis – Having 1 and 2 already there this seems like a natural fit. I think at Site Plan Review they can see if there are things that can help tighten restrictions on the parking and that would certainly help.

Kimball – Right, and I think City staff has the ability to decide that there is no parking on that road. Either they can or the developer can put signs out there. There are a bunch of major cross-sections that have no parking. This isn't germane to the conversation tonight

as to what the zoning should be. Looking at zoning it is surrounded by R3 and high-density in the county; I don't think anything other than R3 would be appropriate. It's too far from the highway corridor for commercial.

Motion to recommend approval to City Council finding R3 meets approval criteria PFMC 18.16.010 and 18.20.100 as outlined in our deliberation and direct staff to prepare a zoning recommendation to be provided to City Council. Kimball

2nd by: Steffensen

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

Moved

- B. **Zoning Recommendation** for Ashlar Ranch Annexation and **Review Requested** for Ashlar Ranch Subdivision File No(s). ANNX-0004-2022/SUBD-0004-2022 – Laura Jones, 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 10 acres, Additionally, a subdivision review request of 27 lots. Requested actions for both the annexation and subdivision is to provide a recommendation to City Council for the zoning designation of Single-Family Residential (R1) on approximately ten (10) acres as part of an annexation request into the City of Post Falls. Additionally, an approval to subdivide approximately ten (10) acres into 27 lots contingent on the Planning and Zoning Commissions recommendation of this zoning designation and annexation approval from City Council. The subject property is located east of Highway 41 and north of E. 12th Ave. The current land use is unutilized with an existing storage building with no physical characteristics or natural features that would pose hazardous and is over the Rathdrum Prairie Aquifer. The water would be provided by Ross Point Water District with the sewer provided by the City of Post Falls. The surrounding zoning and land use to the north is Kootenai County multi-family; to the east is Kootenai County single-family; to the south is Kootenai County single-family; to the west is Kootenai County multi-family the southwest is Crimson King Estates R1 subdivision and the to the northwest is the Bel Cielo III Annexation request (R3 multi-family).

Zone Change Review Criteria:

- The Future Land Use Designation is Transitional which is designated to lands suitable for growth and guidance for proposed growth can be located within the Focus Area. The Transitional zone does not have implementing zoning districts so looking at the focus area is East Prairie Slated for relatively intensive residential development; East Prairie is well-positioned to mix development densities to leverage community services and transportation infrastructure.
- G.05 Keep Post Falls' neighborhoods safe, vital, and attractive. G.06 Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives. 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. G.08 Protect and maintain Post Falls' natural resources including clean air, soils, river, and aquifer, and minimizing light and noise pollution citywide. G.14 Involve the community of Post Falls in all local government planning and decision-making. P.01 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. P.02 Apply or revise zoning designations with careful consideration of factors including Future land use mapping; compatibility with surrounding land uses; infrastructure and services plans; existing and future traffic patterns; goals and policies of the comprehensive plan, related master plan and/or facility plans. The City of Post Falls will provide water reclamation services and has the capacity and willingness to serve the site. Water will be provided by Ross Point Water District they proved a will serve letter. P.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. P-24 Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities. P.27 Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.

- Over the Rathdrum Prairie Aquifer
- Highway 41 is a Principal Arterial; E. 12th Ave. Minor Collector; Zorros Rd is a Minor Collector; the proposed development should not adversely impact the existing transportation network.

Manley – Policy 24 and 27 are just an example of how our Transportation and Master Plans play a role with development, when a development comes forward, we look at our policies and they can help reinforce and get the backage road system to improve safety and connectivity long term. So, once again like she said when you see the subdivision, you'll see that north south connection when Bel Cielo develops as well. This is how two different developments end up meeting our Master Plans.

- This property is further than .25 miles from Highway 41 so it is getting in that area where lower density residential might be more appropriate and further away from the higher intense urban activity area.
- Not applicable

The proposed subdivision plan is 27 single-family residential (R1) lots with a north/south connection of Zorros Rd. and an east/west connection of Davin Dr. and with E. 12th Ave. frontage improvements required.

Subdivision Review Criteria:

- Water will be provided by Ross Point Water District and a will serve letter has been provided.
- 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. The proposed layout accommodates future connectivity.
- The site is located over the Rathdrum Prairie Aquifer. There are no known soil or topographical conditions which have been identified as presenting hazards.
- The subdivision approval is contingent on 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, and water reclamations facilities.

All agencies have been notified with the Police Department responding as neutral, Kootenai County Fire & Rescue reserving comments for the permitting process and the Post Falls Highway District with no comment.

Hampe – So, they will be coming in and out from 12th St?

Jones – Yes.

Hampe – Only 12th St. there is no other.

Jones – Correct.

Applicant – Jeramie Terzulli, Olson Engineering – This request is consistent with the Future Land Use Map, as it shows we are in the Transitional are. Unannexed, unincorporated into the city yet but it is contiguous. East Prairie Focus Area “This area constitutes Post Falls' easternmost edge. It immediately abuts land forecast for inclusion in Coeur d’Alene and is slated for relatively intensive residential development. ““Support development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails.” Between the Bel Cielo and this project, a connectivity will be created which shows how good your staff is at holding the development community to these master transportation plans and not just letting the developers come in and do whatever they want. We tried a couple of times with the subdivision layout and Mr. Palus pointed out that the master transportation plan cites a quarter mile backage road in there and we had to incorporate it into our plan. We have pedestrian connectivity along Crimson King that leads to Highway 41 which will be a controlled intersection with pedestrian crosswalks with the continued multi-use path as more development happens along Highway 41. The pedestrian connection also is and will be extended to the west of Highway 41 and the pedestrian connection moves south across Seltice to the Centennial Trail as well. Zorros will continue to the north and have that complete connection as more development comes in, as staff stated this is the quarter mile backage road. It is to alleviate and give people the ability to funnel onto the major corridors and so people are not log jamming at different intersections. When you look at Bel Cielo and reserving property to the east of it for the future connectivity; we’ve designed Zorros Rd. in conjunction with the existing Zorros; which gives us a couple of pieces to the puzzle and will eventually create the connectivity for a true networked road and street system. The Comprehensive Plan has a plethora of goals and policies, and are very well written however, there is a disclaimer in the beginning of this appendix that summarizes all the goals and policies found throughout the 100 plus pages of it and states that goals and policies are numbered sequentially. That number doesn’t indicate any city priorities or relative importance and I find that to be a disservice to this Commission and to the Council as how do you enact policy if you don’t rank order of the goals. So, I took the liberty of pulling the goals and policies that continue to be brought up in every meeting as they have organically ranked order themselves through these discussions. Housing, traffic, and taxes and what are we going to do with all the people moving here. I don’t mean to oversimplify it I really think that is what this boils down to. How do we not become California, lets just lean into it as it always comes up in every discussion? But we need to be honest about what that actually means and what that could potentially look like, Kootenai County, from the census, in 1990 the population was about 65,000 current population plus or minus is 160,000 and the projected growth 10 years 227,000 and 20-year growth will be about 304,000. The current population of Orange County California is 3.2 million and current population of Ada County in Boise is 470,000. The point I’m trying to make is I don’t know if we’re looking at it and having an

honest discussion if others keep saying it is going to turn into the place I just left. That isn't honest as it took us 30 years to get from 65,000 to 162,000 and the projections are for us to double again in 20 years and if we doubled in 15 years instead, we would still be looking at 65% of the population of the Boise area. Anyone that has spent time in Boise can still contend that there are features of Boise that give it a small-town aesthetic. I don't believe anyone that spends time down there thinks that they are in some place in southern California. I can stand on Canfield Mountain and look out over the Valley Floor and anticipate a 30% growth and I'm not appalled by it. I understand some might be, but I thought we needed to talk real numbers if this was going to be an honest conversation. So, increasing housing stock is going to help stabilize prices that's just a supply and demand thing if we can create a range of housing products that come to the market it creates a more sustainable mix and it's just going to help that imbalance. I believe we can handle the growth if we continue to work with staff and implement these policies effectively especially the transportation plan that diversity of housing products will also help stabilize the tax base. I have talked about traffic allot the Transportation Master Plan will create this networking of streets that will be helpful and will help funnel traffic appropriately. Impact fees are going to be collected to help fund these Capital Improvement Projects in addition to the developer building what they need to in front of their development. The 41 improvements have been designed to accommodate this type of growth to the east they weren't just planning for what currently exists. Even with an extra hundred thousand people here we and still feel like a small town. Stable growth is going to provide an opportunity for additional industries for additional services and for additional growth in the commercial sector. Which creates long-term fiscal health of the community. Kootenai County is still ridiculously low in their tax levy rates North Idaho in general based on State average and National averages in the market demand. The market demand is what increases that fair market value which is what's showing up in our new tax assessed value as those prices stabilize and come down that's what the fair market value should show and that's what our tax assessment should show. The R1 zoning designation appropriate when considering the streets and the traffic patterns again we talked about connectivity in the Master Plan we've got this tiered development shown and we've talked a lot about high intensity on the major corridor. Commercial, and multi-family components and when looking towards the west it goes down to the traditional single family and we are adjacent to some single-family. We should anticipate as this develops to the east that that pattern will continue to lesser dense residential. We are proposing larger lots, shop lots and help absorb some of the transplant buyers. Again, Ross Point Water District we have the will serve and the City is going to provide the sewer and has the ability to do so. All other criteria I the subdivision have been met if R1 zoning designation is what is implemented. We won't be asking for any variances we're working closely with the city on their master transportation plan there is no topographical issues. All the conditions have been reviewed and we have no exception to those.

Testimony:

In Favor – Jeremy Voeller, 3844 Pasture View – I am here as part of the ownership of Ashlar Ranch and am available for questions if needed. We will be building similar product to that on McGuire and Grange if that is approved.

Samantha Steigleder, Knob Creek – I am in favor of this R1, looks like you could put more units on it if desired based on the zoning. As a resident of Post Falls and talking about being like California I was born and raised so let's talk about it. They had a law for many years, I think its over now, it protected taxes from rising too quickly on their properties so you couldn't go from one year to the next and have increased value like we're seeing in Idaho. When people move from California to here and say they don't want it to be like California, they are not talking about Orange County. Very wealthy people live there they are talking about other counties in California like the middle of California Tulare, Kings, San Joaquin, etc. those counties that have been overrun with drugs and lots of other terrible things. So, when we're seeing different types of housing being put in, I won't say it because I know I am not allowed to, just understand that we came from a place with lots of that and that's what we saw and that's what we grew up with and that's what man of the people that we knew were drug into. So, we are not talking about Orange County, the Bay area or any other place where normal people on normal incomes live and this is what happens. We keep increasing the supply however, the prices are not dropping that is the idea of supply and demand, so I am not sure of the point. Do we expect the supply to exceed the demand and have the prices go down I just don't think this something that is attainable? Instead of asking about the percentages of R1, R2, and R3 can't we look into as units so we can actually talk about the number of people living in Post Falls that are either living in an apartment complex or twin homes or condos or R1 because that's really what we're talking about. Do we really want to have half of Post Falls be apartment complexes and half be R1, I don't think so I don't think they are comparable numbers? Anyway, I think this project is going to be beautiful.

Neutral

In Opposition

Rebuttal – Jeramie Terzulli – These are going to be nearly double the minimum lot size required in the R1 zoning. It is a deliberate attempt to put in larger lots with the ability to put a shop. They could have gone denser and jammed some more units in there they have been by right and the R1 zoning designation as we pointed out 6500 square feet minimum. The reason I brought up the population and the reason for the distillation exercise because those are the issues that keep coming up. I wanted to point out that even the most liberal projections of population put us in an area that I believe is very sustainable and I believe can directly align with the Comprehensive Plans goal to keep Post Falls to maintain a small town feel and aesthetic in Post Falls. I believe it is possible while brining in this growth. I think people are moving to places that better align with their core values and so we're seeing this natural shifting of people that want to be governed in more liberal states are gravitating there or choosing not to leave there and people that have had enough are moving. I think we need to weather the storm see how this al fits. I have had conversations with people that moved here after hearings such as this one and they express why they've moved and it's in essence a pollical reason. One woman I spoke to was released from the San Francisco Police Department because she refused to get vaccinated, and I think we are seeing more and more of this. So, I think people that are moving here need to have that honest discussion with those that have lived her for decades and those that worked in the construction industry in the 90's at \$6 an hour and those that were in 2007-2008 when the bottom dropped out. Have a more honest discussion with the developers and engineers that lived through times when 15 or 20 building permits per year were being requested in the city. There wasn't a ton of work in

those times, and we muscled through it. Now there is development to be had and people are expanding their companies. Diversity of housing product is coming to the market I believe is a key component to what we have right now. The tax issue, I ran out of time looking at this and I was hoping maybe the City Attorney could tell me, but I believe we have a cap on that. Our Assessed values doubled the tax bill can only go up 3% annually regardless of the assessed tax value. Is that correct?

Herrington – Yeah, so cities in Idaho can only take a 3% increase in taxes in any given year. The city has the ability to set aside a foregone amount of taxes that we could also take as well, the city has not taken a tax increase in the years that I've been here and before, so I don't know when the city's last tax increase was. I think the city took a partial tax increase when the city got rid of the street light fees.

Kimball – Is that the tax levy rate taxes can't increase the rate, I think is the 3%.

Herrington – Correct, we can't increase the levy rate.

Terzulli – It is my understanding that there's a cap, just because our property assessed value, which is a state law that it must be within 90-110% of fair market value, but they cannot increase our tax bill to reflect twice the property value they can only incrementally increase what we will pay in taxes. That was the point I was trying to make was if we can help stabilize some of this pricing perhaps or assessed value can better reflect fair market value that maybe we'll come back down to the stratosphere and therefore the tax consequence won't be so severe.

Comments:

Zoning Recommendation Review Criteria:

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

Kimball – Transitional and R1 is an implementing zone.

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

Steffensen – The one thing that jumped out was being able to extend the infrastructure to the city as development grows in that area.

Kimball – That is an under appreciated part of the Comprehensive Plan how the development of the little pieces come together eventually. That doesn't come out of the taxpayer's fund to build so it is important to recognize.

3. 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.

Carey – It flows along from commercial to multi-family high-density and then now to a lower density which is what our plans are.

Kimball – One of the things that wasn't brought up is this is the third time we have see this. The first was multi-family the second was R2 and now the R1. Not too many are opposing this request and prior to there was a lot that came out in opposition. The traffic patterns, they will pave 12th extend the pavement to Highway 41 and the 41 improvements are in process.

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.
Kimball – We are moving further away from the Highway 41 Corridor and being tucked up against the hillside. This area lends itself to more residential single-family character.
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

Annexation Motion

Motion to recommend approval to City Council finding R1 meets the approval criteria PFMC 18.16.010 and 18.20.100 as outlined in our deliberation and direct staff to prepare a zoning recommendation to be provided to City Council Hampe

2nd by: Carey

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

Moved

Subdivision Review Criteria:

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.
Kimball – The will serve letter from Ross Point Water takes care of this.
2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.
Carey – City sewer with adequate capacity.
3. Proposed streets are consistent with the transportation element of the comprehensive plan.
Kimball – Zorros and 12th are the major components and then the local streets also meet those requirements.
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.
Nothing was identified by anyone
5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.
Kimball – Assuming the R1 zoning, it meets the lot size and the bulk and placement table found in the R1 zone.
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.
Kimball – Not only are they building 1200 feet of a collector street they are also going to get the opportunity to pay impact fees.

Subdivision Motion

Motion to approve finding consistent with the Comprehensive Plan and adopting the findings, conclusions, and conditions 1-9 contained in the staff report with the requested zoning designation of R1 - Carey

2nd by: Steffensen

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

Moved

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

Davis – A reminder workshop on the 22nd hope to see you all there.

7. ADJOURNMENT 7:05PM

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: _____

**The Pointe Zone Change
File No. RZNE-0001-2022**

**Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Wadsworth Development Group

LOCATION: General location is west of Baugh Way, north of I-90, and south of Seltice Way.

REQUEST: Rezone approximately 54.1 acres from Industrial (I) to Community Commercial Mixed (CCM).

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-5 Title Report
4. S-1 Vicinity Map
5. S-2 Zoning Map
6. S-3 Future Land Use Map
7. S-4 Proposed Draft Development Agreement
8. PA-1 PFPD Comments
9. PA-2 KCFR Comments
10. PA-3 DEQ Comments
11. PC-1 Burd Comments
12. PC-2 Schreiber Comments
13. PC-3 Flippen Comments
14. PC-4 Kienbaum Comments
15. P&Z Staff Report
16. Testimony at the public hearing on May 25, 2022 including:

The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code §§ 67-6511 and 67-6509, and Post Falls Municipal Code (PFMC) § 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to provide testimony and documentation to be taken by the Planning and Zoning Commission (“Commission”) in their application of PFMC §§ 18.16.010 and 18.20.100 when making the Commission’s recommendation to the City Council.

Jon Manley, Planning Manager

Mr. Manley presented the staff report and testified that the requested action is for the Commission to review the request to rezone approximately 54.1 acres in the City of Post Falls from Industrial (I) zoning to the Community Commercial Mixed (CCM) zoning district. He noted that the zone will require a Development Agreement for the Property that will add additional control measures. He explained that the location is southwest of the Walmart and east of the Cabela's, north of I-90 and west of Baugh Way and mostly along Pointe Parkway.

Mr. Manley explained the history of the property, testifying that the property had a site plan that consumed most of the area as commercial sites in 2008. He illustrated that there were large lifestyle anchor pads were proposed, Walmart took one of those pads. He storied that between the plan in 2008 and this proposed plan in 2022, the commercial industry has changed significantly from more of a destination strip mall for commerce and shopping to more people doing that online. He professed that the commercial sector itself has been looking for ways to stimulate more neighborhood commercial or more pad site commercial development. He indicated that there has been an approved subdivision on this site which will create a road system connecting this site and establishing some pads for pad development.

Mr. Manley testified that this request has a few caveats to it, he noted that this zone requires a development agreement. He explained that typical Euclidean zoning where you get community commercial services and generally do not have a development agreement, gets owners a list of vested rights and permitted uses, the rules are more straightforward versus what you get in a mixed zone. He expounded that in a mixed zone you are allowed to entertain different uses via the development agreement. He asserted that the CCM zone allows a potential for up to fifty percent of the site to be multi-family outright, the applicant is proposing a tweak to entertain some level of multi-family.

Mr. Manley testified that the draft development agreement was based off some initial conversations with the applicant that generated a percentage of twenty-eight-point five percent and about 15.4 acres. He explained that as the applicant has looked at different options, they are now proposing a modification to the draft development agreement. He explained that the first proposed option would be to allow thirty-point five percent or 16.5 acres that would be at one location or a second option that would be about thirty-six-point one percent or a total of 19.5 acres for the site. He explained that when it comes to the development agreement, the Commission may make recommendations to City Council on changes to the agreement. He noted that the applicant may request anything up to fifty percent and that the recommendation can be anywhere in that range.

Mr. Manley had a question for the applicant as medical uses were not included and it may have been an oversight as it may be an appropriate use if other areas in the vicinity have medical uses, as allowed by the zone.

Mr. Manley testified that currently the location is an underdeveloped commercial site, a couple sites have been developed, but the majority is undeveloped. He noted that there is no

significant topology or vegetation that would affect development. He stated that water and sewer are provided by the City of Post Falls.

Mr. Manley testified that in reviewing zone changes, staff looks at relevant review criteria. He stated that staff report reviewed the the goals and policies of the comprehensive plan. He illustrated that the area is currently zoned Industrial. He reminded and affirmed that this was approved as a commercial site and commercial development in the zone. He argued that the industrial and commercialism together in this area is awkward now and with that understanding, the future land use map changed this area to business commercial as that use was deemed most applicable in this area. He testified that the Business/Commercial designation promotes a mixture of moderate/high-density housing types within walking distance near corridor commercial uses and other amenities within Post Falls. He expounded that it is aimed to improve pedestrian connections and promote compatibility between permitted uses. He noted that CCM is an implementing zoning district within the Business/Commercial and Industrial is not. He deduced that the proposal makes the area more conforming to the existing comprehensive plan.

Mr. Manley highlighted that in revisiting the comprehensive plan and looking at why industrial was not included in the business/commercial designation. He illustrated that the second largest industrial park in the region is just across the street at the riverbend commerce park and knowing that this site already had a commercial site plan approved, it was going to be business and commercial so going business/commercial gave a clear path for developers and development that the community deemed more appropriate through that workshop process.

Mr. Manley testified that the applicable focus area is the Riverbend focus area. He expounded that there are provisions for buffering between high and low intensity commercial development, which is not necessarily applicable. He explained that the focus area doe provide that the area should continue to evolve, attracting commercial businesses, high tech companies, hotels, entertainment establishments, and potentially additional residential, which may be applicable.

Mr. Manley testified that the applicant would address the goals and policies of the Comprehensive Plan, noting goal seven may be applicable. He also noted policy one, looking at this site, residents of Woodbridge may need to go over to Spokane Street or Highway 41 for some commercial services right now. He noted that at this time they are limited to a Panda Express, and if there were other commercial services established in the area that would be a benefit to the quality of life for residents nearby as they will not have to travel as fay for their daily service needs outside of Panda, Walmart, and Cabela's.

Mr. Manley testified regarding policy two, noting that there was infrastructure, service plans, and future traffic patterns that may have some triggers, where they may have to do a traffic analysis and potentially sewer upgrades, which were stated fully in the staff report. He testified regarding policy three, noting that if there were some residences in the areas proposed, they would potentially have access to the nearby commercial as well as a park and ride out on Pleasant View.

Mr. Manley testified that Commercial and high-density residential zoning is typically assigned along streets with a higher road classification; the staff report talks about access to I-90, Beck Rd. and the interchanges. He explained that the requested zoning is in general conformance with the anticipated land uses and trip generations within the city's transportation master plan and owner has agreed to perform a traffic study prior to issuance of any building permits on multi-family development and that any identified mitigation would be in place prior to issuance of any certificates of occupancy.

Mr. Manley testified that the criteria relating to limited or neighborhood commercial and lower density residential zoning as well as Industrial uses criteria are not applicable to the requested action.

Mr. Manley clarified that Sysco is to the east, then Walmart is closer to the proposal, and to the north across Integrity, he noted that there is a significant slope and topographical change. He explained that it is all industrial trucking type businesses in that northern area. He testified that to the southwest of the proposal is an RV park that is currently under development that was allowed outright in the industrial zone.

Mr. Manley indicated that there is an approved subdivision that has gone through preliminary plat approval, noting that they do not have their final plat. He expounded that it is a two-phase subdivision, the first will be the extension of Baugh Way.

Mr. Manley in response to a question about approved uses, explained that most commercial uses but when mixed with industrial there are uses that are not necessarily complementary to commercial so we end up with a situation where someone may want to pay the price per square foot for commercial but do not, because they do not want someone coming in next to them doing a more noxious industrial use that would be detrimental to their investment in the commercial. He explained that by zoning to a commercial designation it would protect a commercial investor in that they will get complimentary commercial development next to them.

Mr. Manley in response to a question from the Commission, explained that multi-family would not be allowed currently due to the Industrial zone. Further, he explained that in the CCM the most they can ask for is 50% of the area for multi-family, it is not permitted outright and governed by the development agreement. He delineated that once it is approved in the development agreement, they can do whatever is embodied in that agreement, if they have changes that are above and beyond that agreement, the amendment would have to go back to the process for council approval.

Mr. Manley clarified the fire comment in the staff report, indicating that if there is more than 200 units, they would need a secondary egress, and noted that the development agreement has been updated to address the fire department's concern. He noted that it would be part of site plan review or building permit review, so it is not necessarily a zoning issue, more of a permitting issue.

Mr. Manley in response to a question from the Commission, testified that there are approximately 470 other high-density apartment units in the surrounding area that have been approved and are under construction. There are some other apartments in the area that are built out and full.

Mr. Manley indicated that with the recent annexation of the Pleasant View Corridor there is a significant increase in industrial zoned land up that corridor. He noted that while industrial provides for many uses, many of those uses would not be complimentary to commercial. He explained that there are many items that are permitted in an industrial that are not in a CCM zone. Examples are an asphalt plant and manufacturing facilities the goal behind the Community Commercial Mixed was for community minded type of commercial and not allow allot of the nuisance oriented industrial. A wood products manufacturing is permitted outright in an industrial zone and potential in a CCM with a Special Use Permit so, an artisan woodworking type business might be approved however a big wood mill type of production you would not want in a CCM zoned area.

Mr. Manley testified that the applicant did request a zone change in the past to CCS which was denied by the City Council.

Joseph Powell, Wadsworth Group, Applicant

Mr. Powell testified that this request is for their project at the Pointe at Post Falls, he illustrated that the location of the project is close to the state line. He showed the preliminary plat that has been approved and indicated they are requesting the area be zoned CCM.

Mr. Powell testified about the history and status of the area, he explained that Wadsworth Development Group purchased the property in 2013 from the original developer. He maintained that at that time where was only Cabela's and Walmart located within the project area and the West Pointe Parkway and a portion of Baugh Way were complete. He professed that the area has sat vacant for number of years as the initial developer was anticipating large, big box commercial development for the region. He affirmed that different downturns and real estate cycles, and the market indicate that is probably no longer the best uses for this land and is why it has been vacant for so long.

Mr. Powell testified that the Wadsworth Group has constructed several public roads and upgraded utilities in this area and have tried to partner with developers, they have sold some pads and gotten some movement. However, he added, there has been hesitance for them to come because there has not been enough residential development in the area to support that type of retail or commercial. He testified that this is precisely the reason they are bringing this request at this time.

Mr. Powell testified that they are requesting the proposed change to Commercial Mixed as this would help them bring some residential while maintaining more flexibility to be able to get some retail, commercial, and office uses in the areas to really make the area thrive and bring a lot of development at once.

Mr. Powell testified that the current industrial designation is another reason that users or national retail brands have stayed away, noting that the proposal is more in line with the city's goals and comprehensive plan. He stated that this request meets the needs. He testified that the future land use map designates this area as Business/Commercial, not industrial, and that the CCM zone fits within that land use designation.

Mr. Powell testified that their request is really looking for some flexibility to be able to work with partners and the city to actually get this area built out so it becomes a vibrant community and neighborhood for the city. He noted that the focus area speaks to how this region souls evolve to provide many different uses like high-tech office space, hospitality, entertainment, and additional residential, adding that the request fits in line with the Comprehensive Plan.

Mr. Powell testified that traffic patterns in the area support the request, Beck Road is nearby and is a minor arterial West Pointe Parkway is a commercial road with the capacity to move people in and out of the area and is very close proximity to the Highway. He noted that they have attempted to beautify West Pointe Parkway and add nice vegetation.

Mr. Powell testified that they are attempting to create commercial uses but also the ability for residents to reside in the area so they can interact with the commercial uses and not have to use a car but will have options to walk to get groceries, go to the dentist, or have dinner out. Mr. Powell reiterated that the focus area intends the area to be a higher intensity urban area which the mixed-use zone will provide to create a sustainable, walkable community, giving people a wonderful experience and better bond with the area and interact with the region.

Mr. Powell responding to a question from the Commission, explained that West Pointe Parkway is the main throughfare, Beck Road is north and south, the intent is for N. Cabela Way to eventually connection however other property owners would need to cooperate. He stated that Pointe Parkway does go to Beck and Baugh Way and with the addition of the new road to the south of Pointe Parkway for the commercial subdivision, will help ease traffic.

Mr. Powell in response to a question from the Commission, indicated that they would be open to and are okay with medical uses being an option as well, stating that the intent is to be able to offer as many options to bring in services that are needed in the area.

Mr. Powell in response to a question from the Commission, stated that they have worked with national retailers and done other projects in other states and this area needs more rooftops in the immediate area to utilize those commercial services, noting that the other reason for passing on the site was the industrial zoning. He testified that the proposed multi-family would get them to the threshold and shows movement in the area to have enough residents to support the businesses or be employees.

Ron Wu, Redtail Multi-family Land Development

Mr. Wu testified that they are a developer our of southern California who has partnered with Wadsworth for the 19 acres here north of Pointe Parkway. He indicated that the envision a

pedestrian friendly apartment complex that would be set back behind three acres of commercial along Pointe Parkway to keep the spirit and intent of the retail and commercial corridor. He asserted that they would propose three acres of commercial along Pointe Parkway and set back behind that would be 270 apartments units. He illustrated that 264 three-story apartment units and 6 for rent townhomes along the central promenade to promote walkability to Walmart, retailers, and future tenants along the commercial center.

Mr. Wu indicated that this is a terrific opportunity to provide walkability to the pharmacy at Walmart, eateries, other day-to-day services, and possibly medical services like a dentist or optometrist, by bringing those rooftops into the center. He indicated that this will help build out the vision and attract other retailers to build out the center. He illustrated that one of the projects that they have visually toured and like the feel of is Kensington at north point in Boise. He showed how they have a main throughfare with retail abutting then multi-family in the back. He argued that it creates an easily walkable area for residents to get daily services, grab a sandwich or groceries.

Mr. Wu provided several visualizations of projects and indicated that they really focus on the three-story garden style product which has attractive architecture and would be what they would propose for this area as well.

Public Testimony:

The Commission opened the hearing for public testimony.

Chad Burd (Written Comment Read into Record)

Mr. Burd testified in support of the application to rezone to area to CCM.

Deliberations: After the public hearing was complete the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria in City Code sections 18.16.010 and 18.20.100.

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

C1. Amendments to the zoning map should be in accordance with the Future Land Use Map.

Based on the testimony provided and the staff report, the Future Land Use Map in the Comprehensive Plan designates this area as Business/Commercial. The Commission finds that CCM is called out as an implementing zone. The Commission finds that the proposal fits within the applicable focus area and the CCM zone is in accordance with the Future Land Use Map.

C2. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan.

Based on the testimony provided and the staff report, the Commission finds the requested zone change being consistent with the goals and policies contained in the comprehensive plan and that the proposal is consistent with the following relevant goals and policies:

Goal:

Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health (G.1).

The Commission finds that the city has limited industrial and commercial space for folks to work and the city needs a balance between rooftops and for places people can work, shop, dine, all aspects of a balanced life. This area was specifically intended to be large commercial locations and this area is already broken up for smaller commercial lots, which are in demand and if they are available these retailers/commercial companies will come.

Maintain and improve Post Falls' small-town scale, charm and aesthetic beauty. (G.3).

The Commission finds that the city has a dire need for housing, we have commercial services in this area that exist and the approval apartment units here, means units that are not somewhere else. It will be walking distance next to Wal-Mart, walking distance to future commercial which means less traffic. The writing has been on the wall for this property for a long time, Wadsworth has owned for about 9 years and there has been little movement out there.

The Commission finds that the mall type location is gone, the malls around here are dying. When you integrate the residential component into this, it drives both, it solves a residential problem, a commercial business says they want to relocate to Post Falls however, there is no place for my employees to live. Now, they would be able to live across the street. This all dovetails into the goals and policies of the Comp. Plan and the Commission sees this as a good fit.

The Commission finds that in this area and surrounding areas that there is a lot of mixed-use products going in. People can live within these areas, and you can walk to various businesses, this is where the trend is going. This land has been vacant for a while, and anything the city can do to bring business in so people can live and work in Post Falls is a good thing.

Keep Post Falls' neighborhoods safe, vital, and attractive. (G.5)

The city will likely not get another big box of anything come in next to Wal-Mart. Something small may come in. These large complexes come in and seem to be the only answer for these areas where you are trying to get some type of business to come in. You need rooftops for it to pencil for the businesses to come.

Looking at that large scale of multi-family development compared to a mismatched and maybe misplaced infill small apartment, we would rather see the larger,

walkability, and parks. There is good opportunity there where you have a park and ride, restaurants eventually and food grocery access.

The proposal is an attractive, pedestrian-friendly development, with commercial services.

Policy:

[P.01] Support land use patterns that:

- Maintain or enhance community levels of service;
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;
Providing the opportunities for creating the variety of service, retail, office, and mixed housing such as this proposal furthers the establishment of having residential housing within walking distance of commercial uses to create sustainable and independent living communities. The interaction between these uses increases their value and assist in contributing to the long-term fiscal health of the community.
- Maintain and enhance resident quality of life;
Providing the opportunities for creating the variety of service, retail, office, and mixed housing such as this proposal furthers the establishment of having residential housing within walking distance of commercial uses to create sustainable and independent living communities, which assists in maintaining and enhancing the residential quality of life.
- Promote compatible, well-designed development;
As stated previously, providing the opportunity for creating a variety of service, retail, office, and mixed housing as this proposal offers and furthers the formation of residential housing within walking distance of commercial uses to create sustainable and independent living communities.

[P.02] Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;
The Future Land Use Map designated this property with the land use designation of Business/Commercial, 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 Coeur d'Alene and Spokane, but to some nationally renowned businesses such as Wal-Mart, 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.

The Commission finds that the proposal fits within the applicable focus area and the CCM zone is an implementing zoning under the land use designation.

- Compatibility with the 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.
- Infrastructure and service plans;
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;
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.
The response to this is embedded within the analysis within this recommendation.

[P.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.

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.

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

The CCM zone in this area will provide this opportunity.

[P.08] Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City Limits.

Redevelopment of this area would be considered compatible infill of under-utilized property within the city limits.

C3. 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. The City of Post Falls would provide Sanitary Sewer. 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 is allowable per the direction of the Riverbend Focus Area and the road classification of Pointe Parkway.

Community Plans:

The area is within the Riverbend Focus Area in the Post Falls Comprehensive Plan.

Geographic/Natural Features:

The Commission finds the site contains no geographic or other natural features that would affect development of the site.

C4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

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. The Commission finds that Commercial would be assigned along a streets with higher road classifications.

C5. 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.

The Commission finds that this location is within a higher intensity urban activity area and is not seeking limited or neighborhood commercial or lower density residential zoning and therefore is inapplicable to this request.

C6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

The Commission finds this criterion inapplicable to the request, the existing zoning is Industrial (I) and is not an implementing zoning district in the Business commercial Land Use designation.

D. RECOMMENDATION OF THE COMMISSION:

Pointe Zone Change, File No. RZNE-0001-2022: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence, testimony, and comments. A motion to recommend approval of the recommended zoning was made, the motion carried a majority of the Commission. The Planning and Zoning Commission hereby recommends that City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets all the applicable approval criteria for applicant's request for Community Commercial Mixed (CCM) zoning. Further, the Commission recommends that the Development Agreement include the Multi-Family component to be limited to 28.5% and limited to 380 feet of frontage on Pointe Parkway as well as allowing medical uses in areas 1 and 2 as depicted in the map and with the CCM zoning designation.

Date

Chairman

Attest

NOTICE OF RIGHTS:

Any affected person aggrieved by a final decision of the Planning and Zoning Commission may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E

The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b), pursuant to Post Falls City Code 18.20.60.E.

Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.

The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.

**CITY OF POST FALLS
AGENDA REPORT**

DATE: JUNE 27, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: STAFF REPORT FOR JUNE 29, 2022, P&Z COMMISSION MEETING – KCF STATION #3 SPECIAL USE PERMIT PUBLIC HEARING

INTRODUCTION:

Ashley Bjurstrom, Miller Stauffer Architects, has requested on behalf of Kootenai County Fire approval for a Special Use Permit to construct a new fire station within the Single-Family Residential (R-1) zone per Post Falls Municipal Code (PFMC) 18.20.030 Land Use Table. The Planning & Zoning Commission must conduct a public hearing and determine if the proposed request meets the approval criteria contained in PFMC Section 18.20.070(B). 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. The approval criteria are:

- A. Whether implementation of the special use would/would not conform to the purposes of the applicable zoning district.
- B. Whether the proposed use constitutes an allowable special use as established by this chapter for the zoning district involved; and complies with all other applicable laws, ordinances, and regulations of the city and the state.
- C. Whether the proposed use will/will not be compatible with the health, safety, and welfare of the public or with land uses within the vicinity of the proposal.
- D. Whether the proposed use will/will not comply with the goals and policies found within the comprehensive plan.

PROJECT INFORMATION:

Project Name/File Number: KCF Station #3 Special Use Permit (SUP-22-1)

Owner: Kootenai County Fire and Rescue, 1590 E Seltice Way, Post Falls, ID 83854

Applicant: Ashely Bjurstrom, 601 E Front Avenue, Suite 201, Coeur d’Alene, ID 83814

Project Description: Construct a new fire station within the R-1 zoning district as a replacement from the fire station on 16th Ave., which fronts N Charleville Rd. The building will include 37 parking stalls and two driveway approaches with 3 drive thru bays.

Project Location: The address for this site has yet to be determined, but it is located at the southwest corner of W Prairie Ave. and N Charleville Rd.

Water Provider: Ross Point Water District

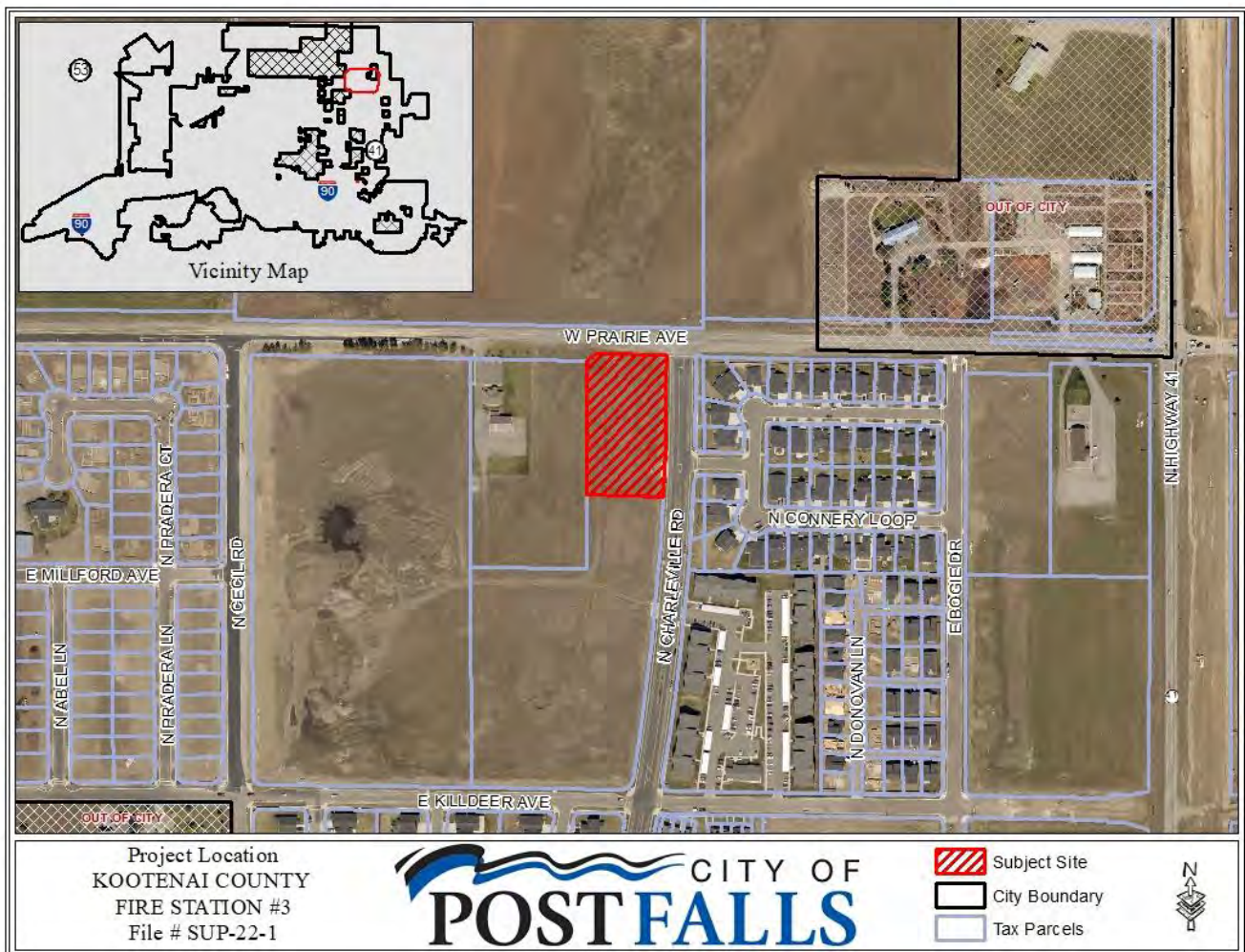
Sewer Provider: City of Post Falls

Proposed Site Plan: See Exhibit A-3

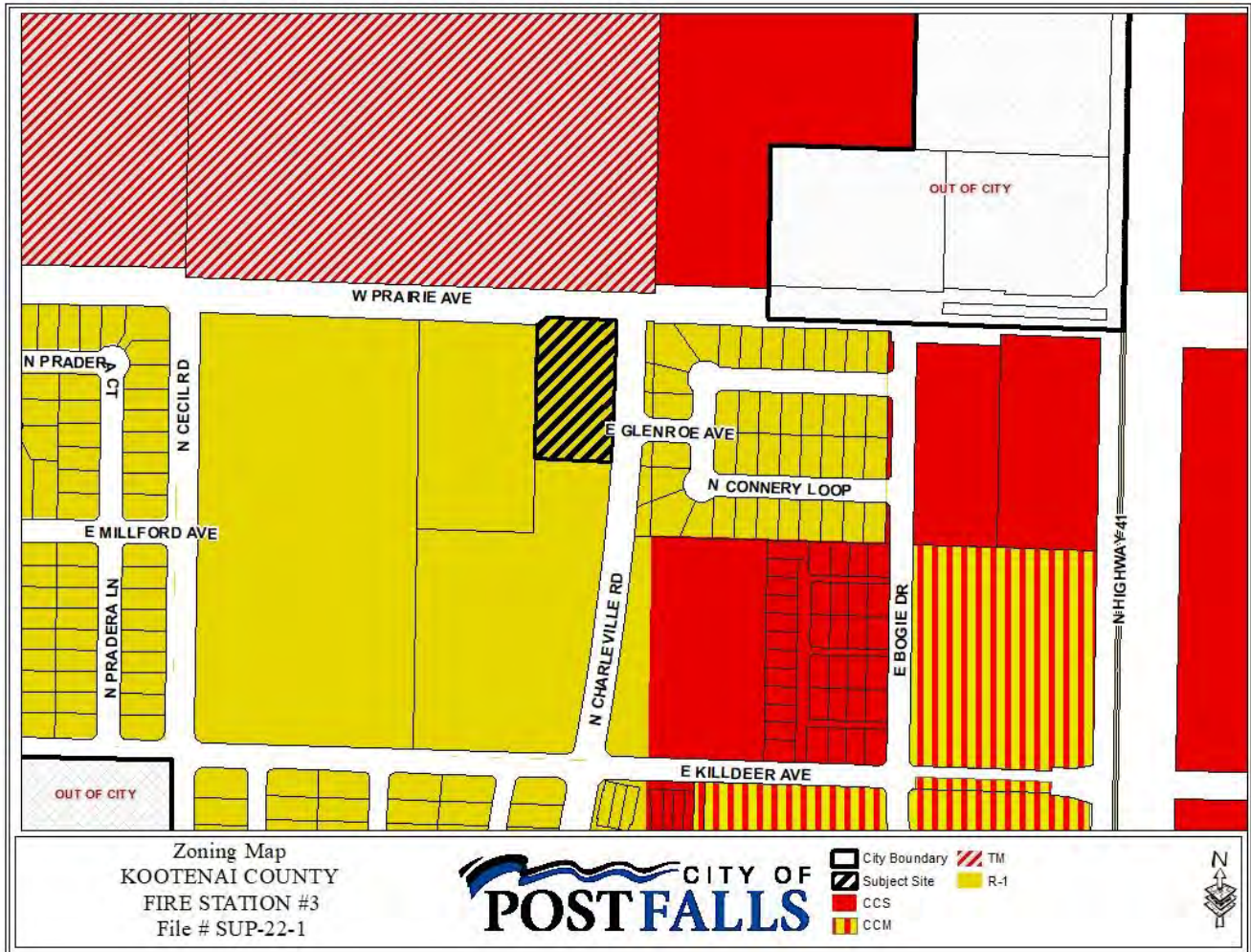
AREA CONTEXT:

Surrounding Land Uses: To the north and east are roadways that include W Prairie Ave. and N Charleville Rd. Directly west is Ross Point Water District utility site for their operations. State Highway 41 is located ¼ mile east of the site. South of the proposed use is a city owned parcel that is not yet developed.

Area Context Vicinity Map:



Surrounding Zoning Districts: This property is surrounded by the Single-Family (R-1) zoning district and public roadways. There is a Technology Mixed zoning across W Prairie Ave. to the north.



EVALUATION OF SPECIAL USE PERMIT APPROVAL/ REVIEW CRITERIA:

- A. **Implementation of the special use will/will not conform to the purposes of the applicable zoning district.**

Staff Comment: Fire and Rescue uses can be seen as being compatible with surrounding single-family zoning as it could cut response time down for the area and contribute to a safer environment/community. Lot area and building bulk and placement requirements shall agree with the values set forth in the Official Bulk and Placement Table of PFMC section 18.20.040.

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

Staff Comment: Fire and Rescue uses, under public safety, are allowed through special use permit within PFMC Land Use Table, section 18.20.030.

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

The proposed use should not be detrimental to the health, safety, and welfare of the public or with land uses within the vicinity.

Transportation: The proposed special use is not anticipated to produce impacts that would adversely impact the adjoining transportation systems. The location at the intersection of a minor collector roadway (Charleville Rd.) with a Principal Arterial (Prairie Ave.) and being located within a quarter mile of SH41 is appropriately situated to service the property and use.

Water Reclamation: The site will be connected to the City's Water Reclamation Facilities. Existing facilities are in place and have the capacity and capability to handle the requested use. Site-specific issues related to pretreatment would be handled with site plan review. The property is not subject to any Sewer Surcharges or Local Improvement Districts.

Domestic Water: The proposed special use will be serviced by the Ross Point Water District.

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

The following goals may or may not assist the review of this Special Use Permit request.

Goal 2: Maintain and improve the provision of high-quality, affordable, and efficient community services in Post Falls.

A newly relocated fire station could help serve the community in Post Falls with better efficiency and improve their operations by constructing a new building to suit their needs.

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

This proposed Special Use Permit could help keep Post Falls' neighborhoods safe by providing emergency services to those in need.

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 need to plan for and ensure that the public's health, safety, and welfare is being met through development. The Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

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 Special Use Permit 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.

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

Staff Comment: Relocating a new fire station could provide further commercial opportunities at the previous site, as the previous fire station location is zoned as Community Commercial Services (CCS). This could help provide more commercial business to the City of Post Falls and help to maintain the long-term fiscal health of the community.

- Maintain and enhance resident quality of life;

Staff Comment: Providing the opportunities for creating emergency services for public safety may further residents' quality of life. This development would provide emergency services within the surrounding area and for those residents residing in it.

- Promote compatible, well-designed development;

Staff Comment: The proposed Special Use Permit would be required to meet local, state, and federal requirements for development. The underlying site improvements will allow further connection and establishment of pedestrian facilities along the frontage of the site.

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

Staff Comment: This has been outlined throughout the staff report to ensure compliance with the Comprehensive Plan.

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

Staff Comment: Development of this site may be considered infill as the site is vacant and could be seen as under-utilized. If relevant, the Commission and Council must determine whether the development is compatible and under-utilized.

Policy 26: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

Staff Comment: Development of this lot would include frontage improvements on a corner lot allowing for the extension of pedestrian sidewalks and pathways.

Policy 50: Cooperate with the Fire District to plan for and locate fire stations and provide adequate water flow for fire protection.

Staff Comment: This special use request through the public process provides cooperation with local Fire Districts to ensure they can locate new fire stations.

Policy 52: Coordinate with and support local emergency service providers.

Staff Comment: City staff coordinates and supports local emergency service providers through the public process, development process and future planning.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irrigation 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)** – Reserves comments for the permitting process.
- **Idaho Department of Environmental Quality (Exhibit PA-3)** – Gave general comments for the construction phase.
- **Post Falls School District #273 (Exhibit PA-4)** – Remains neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

MOTION OPTIONS: The Planning Commission may approve the requested Special Use Permit as presented, approve with conditions, or deny the Special Use Permit request.

CONDITIONS (If any are applied):

1. Site Access points will be required to conform with City Access Management requirements.

ATTACHMENTS:

APPLICANT'S EXHIBITS:

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Conceptual Plan
Exhibit A-4	Legal
Exhibit A-5	Vicinity Map
Exhibit A-6	Auth Letter
Exhibit A-7	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 PA-4	PFSD Comments

Special Use Permit · 209 – KOOTENAI COUNTY FIRE STATION #3



Expiration Date

Active



SUP-22-1



Details

Submitted on May 5, 2022 at 3:26 pm



Attachments

7 files



Activity Feed

Latest activity on Jun 1, 2022



Applicant

Ashley Bjurstrom



Location

Point Location: 47.7447, -116.9002

Timeline

Add New ▾

Special Use Permit Fees

Paid May 6, 2022 at 8:44 am



Completeness Review

Completed May 12, 2022 at 1:24 pm

May 18 ()

Schedule Planning and Zoning Hearing

Completed May 13, 2022 at 12:50 pm

()

GIS Review

Completed May 24, 2022 at 10:40 am

May 11 ()

Polygon Creation

Completed May 31, 2022 at 8:27 am

May 30 ()

Maps Created

Completed Jun 1, 2022 at 9:50 am

May 31 ()

Draft Staff Report

()

Completed Jun 1, 2022 at 9:50 am

Engineering Review

In Progress

Jun 14 

Parks Review

In Progress

Jun 14 

Wastewater Review

Review



Final Planning Review

Review



Notice

Review



Site Posting

Review



Reasoned Decision

Review



Consent Calendar - Planning and Zoning

Review




Route Approved RD

Review



 Mailing Fees

 Number of Mailings

15



Applicant Information

Applicant Type *

Agent

Applicant Name *

Micheal Walker

Phone *

208-664-1773

Email *

Mike@millerstauffer.com

Address *

601 E. Front Ave. Ste. 201

City, State & Zip Code

Coeur d'Alene, Idaho 83814

Owner Information

Name *

Kootenai County Fire & Rescue

Company

Phone *

208-777-8500

Email *

ChrisW@kootenaifire.com

Address *

1590 E. Seltice Way

City, State & Zip Code

Post Falls, Idaho 83854

Site Information

Proposed Project Name *

Kootenai County Fire Station #3

Description of Project *

Construction of a new Fire station

Existing Zoning

Adjacent Zoning

Current Land Use

Adjacent Land Use

Size of Site

Site Density, if applicable

Application Certification

All exhibits presented will need to be identified at the meeting, will be entered into the record, and retained on file. *



The applicant (or representative) must be at the meeting representing this proposal or the application will not be heard. The applicant will be responsible for costs in re-noticing 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. *

✔ Ashley Bjurstrom
May 5, 2022

Special Use Narrative



Introduction

The purpose of this proposal is to request a Special Use Permit for a Fire Station on the property located on the Southwest parcel at Charleville Rd. and Prairie Ave. Kootenai County Fire and Rescue currently owns the parcel and has been planning for several years to locate a new fire station on this parcel. It is KCFR's intention to develop the property in accordance with the City of Post Falls standards and requirements.

Subject Parcel

The property being requested for special use is as follows:

Parcel #:	P-7050-25-003-AA
Total Area:	2.0686 Acres
Current Zoning:	R-1
Comp. Plan Focus Area:	41 North
Comp. Plan Land Use Designation:	Low Density Residential
Road Designations:	Charleville: Minor Collector Prairie Ave: Principal Arterial
Future Land Use Map:	Low Density Residential
Current Owner:	Kootenai County Fire and Rescue 1590 E. Seltice Way. Post Falls, Idaho 83835 Ph (208) 777-8500
Owner Representative	Micheal Walker Miller Stauffer Architects 601 E. Front Ave. Ste 201 Coeur d'Alene, Idaho 83814 Ph (208) 664-1773 Email: mike@millerstauffer.com



Figure 1: Vicinity Map of Area

Zoning Classification and Comprehensive Plan

The property is currently zoned R-1. It is bounded by R-1 to the East, South, and West. The parcels to the north are zoned CCS & TM. The city of Post Falls Future Land Use Map, which was recently updated, and is contained within the Comprehensive Plan, designates the subject property as Low Density Residential. On behalf of the property owner, Miller Stauffer Architects is requesting a Special Use Permit for a Community Fire Station to be located in the R-1 zoning per city code(18.20.030), Land Use Table requirement. The table calls for Fire and Rescue land use to be permitted in R-1 per Special Use Permit.

Considering the surrounding growth and proximity to two major roads, Kootenai County Fire and Rescue considers this an ideal location for a Fire Station to maintain effective response times for the Northeastern half of the City. This parcel is located along Prairie Ave near the highway 41 intersection. This allows KCFR to service both the North Central and Northeastern quadrants of the city. The proposed use to the south is a municipal park. The parcel to the west is a local water districts headquarters, which is commercial / industrial use. The parcels to the west are single family and multi-family uses. These parcels are located across the Charleville right of way. The parcels to the north are proposed to be a Tech / manufacturing business area.

The city code & comprehensive plan doesn't designate Fire and Rescue as zone. It is the intention of the city code and comprehensive plan to not pre-define this use, but to look at them on a case by case basis in R1S, R1, R2, R3, LC, and Rm zones. Fire and Rescue is inherently permitted in CCS, I, TM, and CCM zones. The reasoning behind this approach to the code is to analyze the impact of this use to the surrounding uses and road network fabric.

Proposed Uses

Project Area:	2.0686 Acres
Apparatus Bays:	3 Bays – Drive thru
Occupants:	8 Personal
Onsite Parking:	37 Stalls
Driveway Approaches:	2
Uses within facility:	Residential, Office, Vehicle Storage, Training
Primary Frontage:	Charleville

Streets and Stormwater

The project fronts Prairie Ave & Charleville. As noted above both roads are major roads. Prairie Ave. is a Principal Arterial and Charleville is classified as a Minor Collector. The parcel is located near the intersection of Highway 41 and Prairie Ave. The road configuration is perfect for a fire station because it gives personnel access to major road corridors that access several sections of the city. This access will help KCFR respond more effectively to the North Central and Northeast section of the city.

The intersection of Prairie and Charleville is intended to be signaled in the future. If signaled the fire station will not affect intersection cue because it is located on the south bound side of the intersection. KCFR has also designed this facility so it is a drive thru facility so the facility will not require backing into the bays off Charleville. All required parking is located on site. Stormwater treatment will be provided by grassy swales and disposed of with natural soil percolation and drywells, per the City of Post Falls standards and requirements.

Domestic and Irrigation Water

The project will be served by Ross Point Water District. Water Utilities have already be installed in the Charleville right of way. The Water has already been stubbed into the site. The facility will have a fire suppression system.

Sanitary Sewer

Sanitary sewer service will be provided by the City of Post Falls. There is an existing gravity sewer main located in Charleville that will serve this parcel. Connection to the system will done in accordance with the City of Post Falls standards and requirements.

Dry Utilities

All necessary dry utilities are currently installed and available.

KCFR's Fire Station Location & Response

Fire Station #3 which is a replacement for KCFR's station at 16th Ave. will greatly improve the public fire and medical service in this growing area of the city. By allowing KCFR to have a fire station at this location the cities residence will receive improved medical and fire response in the city. Currently Fire Station #3 is located on 16th Ave. near highway 41. This road and the fabric of adjacent roads hinders KCFR's response to the surrounding area. By locating this station further North KCFR will be able to respond to anticipated future growth that is currently be developed and proposed on the northern half of the city.

Fire Station Design

Fire Station is being designed as a community fire station. What this means is the facility is being designed to minimize its impact to the adjacent uses and architecture. The facility is being design with the look of a large house. The current design has pitched roofs that has hips and gables intended to mimic the surrounding architecture of the neighborhood. The site is designed to hide the vehicles in the rear and side of the structure to minimize the view of vehicles from the street. The proposed materials of the station are wood and painted fiber cement siding. This was done to mimic the materials of the surrounding houses. The fire station is set back off the street with a green lawn with trees and shrubs in the front to improve the curb appeal of the structure. Lots of glass is proposed to decrease the scale of the large walls.



Noise & Light

One of the major concerns of Fire Stations located in a residential neighborhood is noise and light. KCFR and Miller Stauffer Architects is planning to take extra care to minimize this facility to the adjacent homes.

Noise is minimized through proper site design, setbacks, and location of vehicles along with the use of smart alerting systems that minimize the type of notifications for the calls. To further minimize the noise impact the facility has intentionally setback from the right of way with a large front apron. The design team and owner has also located the inlet approach to the app bays at the rear of the station. The site has also been designed to have the training area be located on the rear of the structure away from the single-family homes. We can't eliminate all noise from this site, but a considerable effort has been made to minimize it as much as possible.

As for the site & building lighting will be full cut-off lighting.

Conclusion

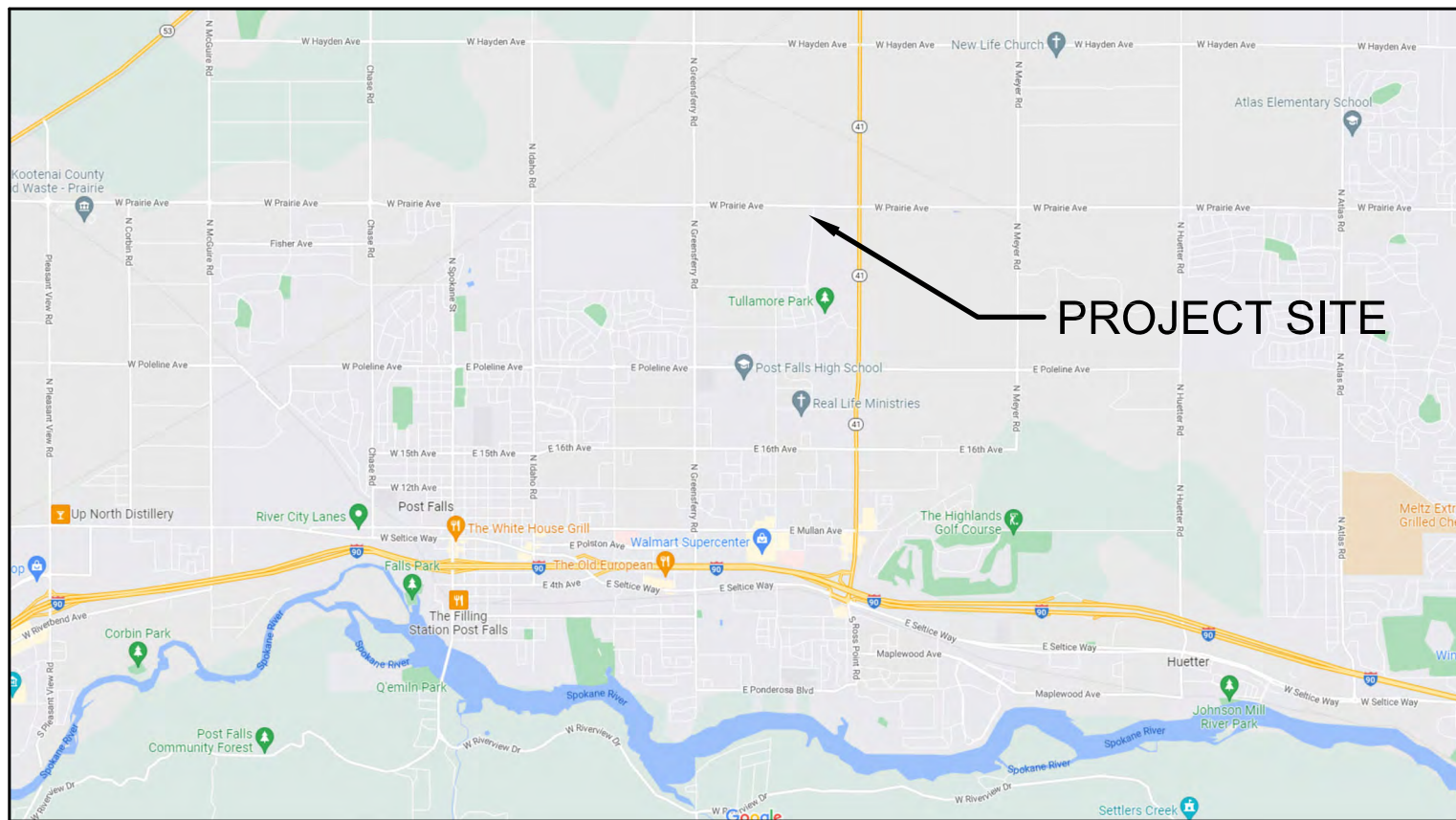
The applicant feels this is a perfect location for this type of facility. It is on the edge of a residential neighborhood near other transitional uses. It is located adjacent a commercial / industrial use as well as a future active use municipal park. The location gives KCFR good access to the road network to provide enhanced service to the citizens of Post Falls by reducing call response times.

It also meets the intention of the comprehensive plan to promote city services, while minimizing the impact to the surrounding existing and planned uses. Locating a fire station in this location also promotes the community design and character noted in the comprehensive plan by enhancing the built environment by providing fire and rescue services to all citizens of Post Falls.

Locating this Fire Station at this location will also promote lower insurance rates for the planned growth in this region of the city by keep services close. This is done through lower response times. These lower insurance rates improve economic development of the city.

I would also note the comprehensive plan notes the support of Fire Protection and Emergency services in the city. Locating a fire station at this location does exactly that.

Thank you for your consideration for a special use permit to locate a new Kootenai County Fire and Rescue fire station at this location.



Vicinity Map
SCALE: N.T.S.

BASIS
OF
BEARING
ROS
BOOK

$N0^{\circ} 48' 52'' E$

182.54'

PAGE

246

$N0^{\circ}$

48'

26" E

382.60'

$N0^{\circ} 46' 48'' E$

173.04'

EMPLOYEE
PARKING

EMPLOYEE
PARKING

GATE

PUBLIC
PARKING

PRAIRIE

AVE

KCFR Fire Station #3 - Site Plan

SCALE: 3/32" = 1'-0"

CHARLIEVILLE

ROAD

**MILLER
STAUFFER**
ARCHITECTS

601 E. Front Ave., Ste 201
Post Falls, ID 83854
P: 208-664-1718 F: 208-664-3974
www.millerstauffer.com

Site Plan
Special Use Permit
05/02/2022

KCFR Fire station #3 - Special Use
Charleville & Prairie
Post Falls, Idaho

LICENSED
ARCHITECT
ARC-66451
MELISSA J. WILSON
STATE OF IDAHO
05/02/2022

REV. DATE:

PROJECT NO.: 2204
DESIGNED BY: MPW
DRAWN BY: MPW
P1.1

Exhibit A-3

s:\kcf fire station #3\prelimp1.1 site plan.dwg

5/2/2022 3:31:45 PM

The Land is described as follows:

A parcel of land being a portion of the East Half of Section 25, Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 25, from which the East Quarter corner of said Section 25 bears South 01°02'04" West a distance of 2644.84 feet to a railroad spike; thence

Along the North line of said Section 25, North 88°00'12" West a distance of 1340.59 feet to a point; thence Leaving said line, South 00°51'39" West a distance of 50.01 feet to a point on the South Right-of-Way line of Prairie Avenue; thence

Along said right-of-way, North 88°00'12" West a distance of 107.07 feet to a point, said point being the TRUE POINT OF BEGINNING.

Thence, leaving said right-of-way, South 01°06'38" West a distance of 57.33 feet to a point;

Thence, along the arc of a curve to the right, having a radius of 7157.50 feet, an arc length of 348.85 feet and a delta angle of 02°47'33" with a chord that bears South 02°30'25" West a distance of 348.82 feet to a point;

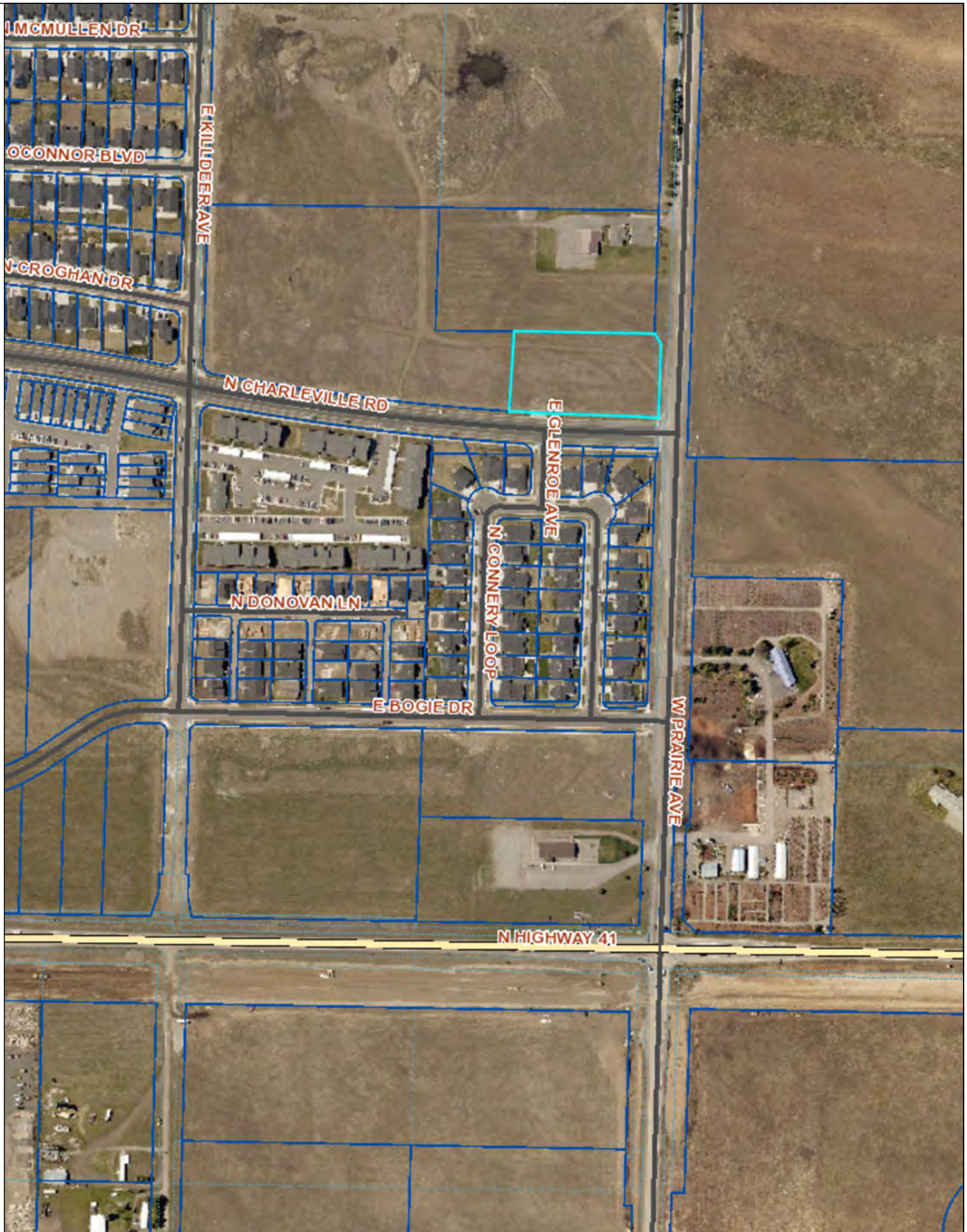
Thence, North 87°01'15" West a distance of 217.57 feet to a point; Thence, North 00°49'04" East a distance of 355.54 feet to a point;

Thence, North 33°12'48" East a distance of 54.88 feet to a point on the South right-of-way of Prairie Avenue; Thence, along said right-of-way, South 88°00'12" East a distance of 198.63 feet to the TRUE POINT OF BEGINNING.



Scale: NTS

KCFR Fire Station #3 (Special Use Permit) - Vicinity Map



KCFR Fire Station #3

Charleville & Prairie
Post Falls, Idaho

Acres:

2.0686

TRS

515W25NE

Date: 05-11-2022

Parcel #:

P-7050-25-003-AA

MILLERSTAUFFER

ARCHITECTS

601 FRONT AVE. STE. 201

COEUR D'ALENE, ID 83814

PH 208+664-1773

FAX 208+667-3174

Exhibit A-5



Kootenai County Fire & Rescue

Headquarters Office

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

May 6, 2022

City of Post Falls
408 N. Spokane, St.
Post Falls, Idaho 83854
Ph: (208) 773-3511

To whom it may Concern,

I authorize Micheal Walker with Miller Stauffer Architects to submit for a Special Use Permit & any future site development application for the future development of the Kootenai County Fire and Rescue Station #3. This parcel is located at the corner of Prairie and Charleville Road, Post Falls, Idaho 83854. The current parcel ID # is P-7050-25-003-AA.

This authorization is limited to the development of the Kootenai County Fire and Rescue Station #3 on this site. If you have questions about this authorization, feel free to reach out to me Chief Christopher Way or Micheal Walker at Miller Stauffer Architects.

Thank you,



Chief Christopher Way
Kootenai County Fire and Rescue

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, *Old Republic National Title Insurance Company*, a(n) Idaho corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 90 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
- 4. COMPANY'S RIGHT TO AMEND**
- The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
- 5. LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Commitment No.: 417949

SCHEDULE A

Escrow Officer: -
Title Officer: Jan DeFord - jan@kootenaititle.com

1. Commitment Date: April 25, 2022 at 12:00 AM

2. Policy to be issued:

a. Owner's Policy (MINIMUM Report)	Amount:	\$0.00
Proposed Insured:	Premium:	\$220.00
	Total::	\$220.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Kootenai County Fire and Rescue

5. The Land is described as follows:


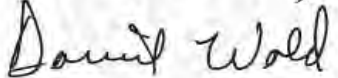
SEE SCHEDULE C ATTACHED HERETO

Old Republic National Title Insurance Company



By: _____
Kootenai County Title Company, Inc.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

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SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Note 1: In the event this transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the state insurance code.

Note 2: The address of the herein described property is:

NKA Post Falls
Post Falls, ID 83854

Note 3: This report is based on a search of our tract indexes of the County records. No Liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

Note 4: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
 - 1. Rights or claims of parties in possession not shown by the Public Records.
 - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - 3. Easements, or claims of easements, not shown by the Public Records.
 - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 - 5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
 - 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
 - 7. General Taxes and Assessments, which are a lien, for the year 2021, of which the 1st installment is due December 20 of the tax year and the 2nd installment is due June 20 of the subsequent year (amounts do not include penalty and interest if delinquent) :
Total: \$5.74, paid
Parcel No.: P705025003AA
AIN No.: 306130
 - 8. General taxes for the year 2022, which are a lien, not yet due or payable.
 - 9. Special Assessments, if any, for the City of Post Falls.

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10. Assessments of the Ross Point Water District.
11. Ordinance No. 1033 Annexation & Zone Classification of Property of the City of Post Falls, a municipal corporation, recorded January 13, 2004 as Instrument No. 1853031, records of Kootenai County, Idaho.
12. An Annexation Agreement, including the terms and provisions thereof
Between: City of Post Falls, a municipal corporation
And: Donald H. Herak
Dated: December 12, 2003
Recorded: January 13, 2004
Instrument No.:1853032, records of Kootenai County, Idaho

[1853032](#)
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: City of Post Falls, a municipal corporation
Purpose: for the construction, improvement,
operation and maintenance of a public
roadway, allowing also placement and
maintenance of pipelines for water and
sewer, and such other surface and
underground utility lines as may be necessary
Recorded: January 13, 2004
Instrument No.:1853033, records of Kootenai County, Idaho.

[1853033](#)
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: City of Post Falls, a municipal corporation
Purpose: for the construction, improvement,
operation and maintenance of a public
roadway, allowing also placement and
maintenance of pipelines for water and
sewer, and such other surface and
underground utility lines as may be necessary
Recorded: January 13, 2004
Instrument No.:1853034, records of Kootenai County, Idaho.

[1853034](#)
15. Any matters as disclosed by survey recorded November 15, 2005 in Book 24 of Surveys at Page 2, records of Kootenai County, Idaho.

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[24/2](#)

16. A Master Development Agreement, Memorandum of Agreement including the terms and provisions thereof
Between: City of Post Falls, Idaho
And: Developer, Tullamore Properties, LLC
Dated: May 9, 2006
Recorded: May 19, 2006
Instrument No.:2032450000, records of Kootenai County, Idaho

[2032450](#)

17. A Master Development Agreement, Memorandum of Agreement including the terms and provisions thereof
Between: City of Post Falls, Idaho
And: Developer, Tullamore Properties, LLC
Dated: May 9, 2006
Recorded: June 5, 2006
Instrument No.:2035312000, records of Kootenai County, Idaho

[2035312](#)

Master Development Agreement Addendum recorded
September 6, 2012 as Instrument No. 2374066000,
records of Kootenai County, Idaho.

[2374066](#)

Master Development Agreement Addendum recorded
August 7, 2014 as Instrument No. 2465971000,
records of Kootenai County, Idaho.

[2465971](#)

Development Agreement Addendum recorded
May 28, 2015 as Instrument No. 2499706000,
records of Kootenai County, Idaho.

[2499706](#)

Development Agreement Addendum recorded
July 22, 2015 as Instrument No. 2507530000,
records of Kootenai County, Idaho.

[2507530](#)

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18. An assessment by the City of Post Falls Local Improvement District as shown below
Assessment No.: 51
District: 2004-1
19. Terms and conditions contained in Warranty Deed conveying underground water right by and between Tullamore Properties, LLC, an Idaho limited liability company, and Ross Point Water District, an Idaho municipal district recorded June 21, 2007 as Instrument No. 2106397000, records of Kootenai County, Idaho.
- [2106397](#)
20. The Board of Directors of the Ross Point Water District, Kootenai County, Idaho, Conditions Annexation, recorded March 13, 2008 as Instrument No. 2148901000.
- Addendum to Conditions of Annexation recorded September 17, 2009 as Instrument No. 2232357000.
- Second Addendum to Conditions of Annexation recorded November 3, 2009 as Instrument No. 2239370000.
- [2148901](#); [2232357](#); [2239370](#)

END OF SCHEDULE B

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE C

The Land is described as follows:

A parcel of land being a portion of the East Half of Section 25, Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 25, from which the East Quarter corner of said Section 25 bears South 01°02'04" West a distance of 2644.84 feet to a railroad spike; thence

Along the North line of said Section 25, North 88°00'12" West a distance of 1340.59 feet to a point; thence

Leaving said line, South 00°51'39" West a distance of 50.01 feet to a point on the South Right-of-Way line of Prairie Avenue; thence

Along said right-of-way, North 88°00'12" West a distance of 107.07 feet to a point, said point being the TRUE POINT OF BEGINNING.

Thence, leaving said right-of-way, South 01°06'38" West a distance of 57.33 feet to a point;

Thence, along the arc of a curve to the right, having a radius of 7157.50 feet, an arc length of 348.85 feet and a delta angle of 02°47'33" with a chord that bears South 02°30'25" West a distance of 348.82 feet to a point;

Thence, North 87°01'15" West a distance of 217.57 feet to a point;

Thence, North 00°49'04" East a distance of 355.54 feet to a point;

Thence, North 33°12'48" East a distance of 54.88 feet to a point on the South right-of-way of Prairie Avenue;

Thence, along said right-of-way, South 88°00'12" East a distance of 198.63 feet to the TRUE POINT OF BEGINNING.

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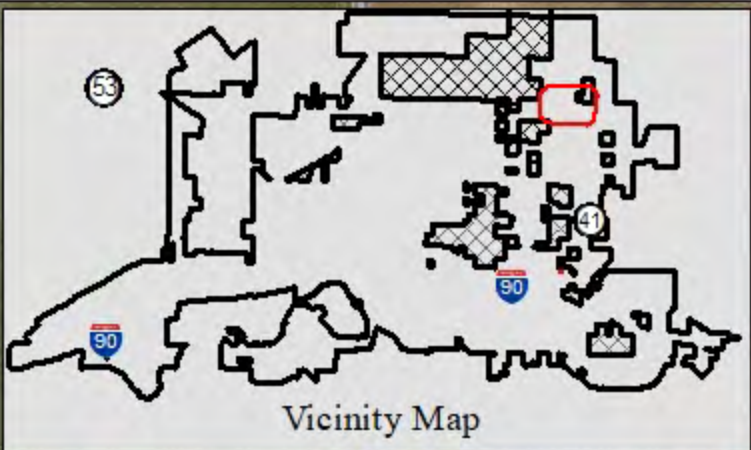




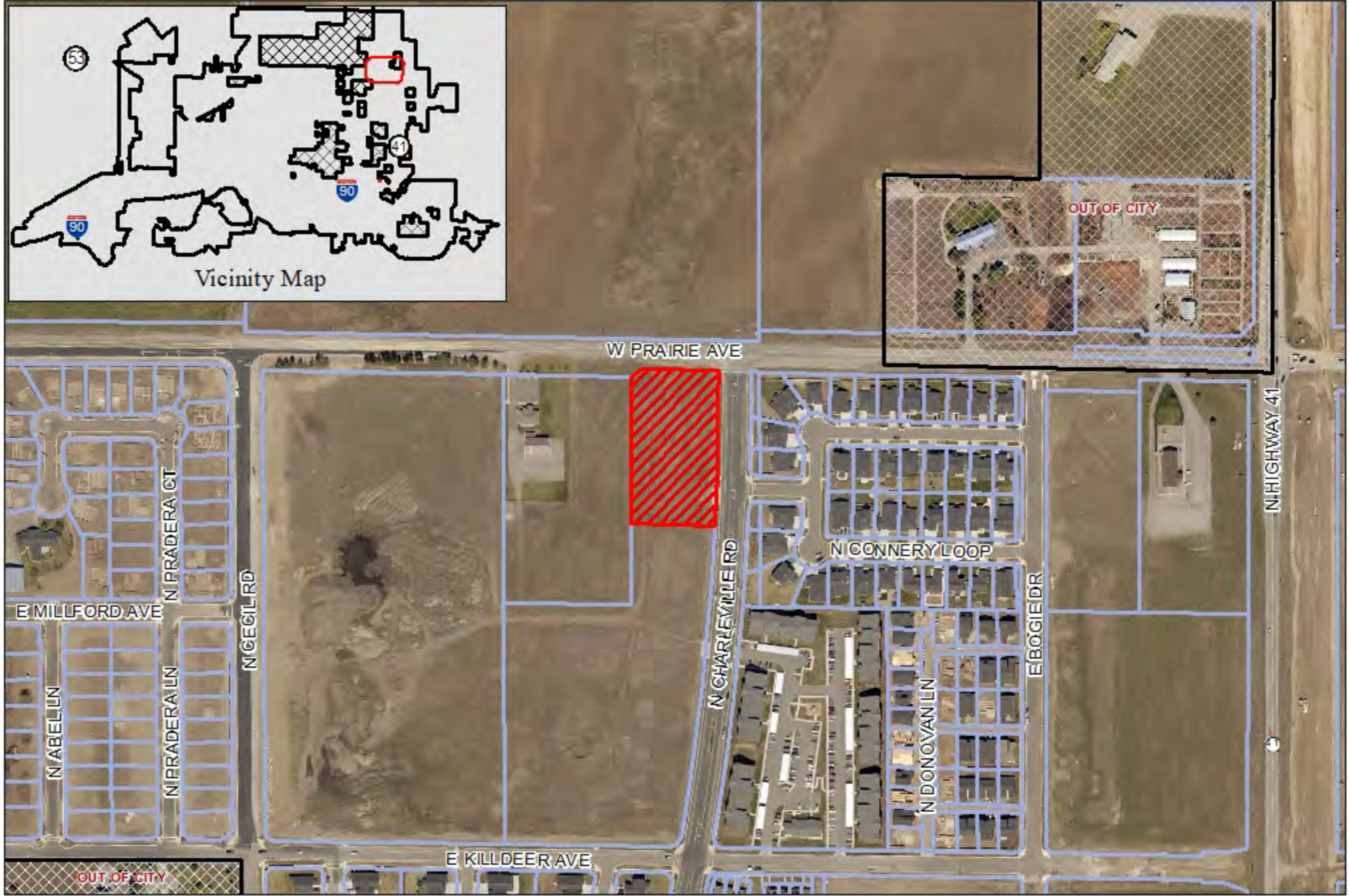
KT KOOTENAI TITLE
 MAKE A REQUEST FOR THE BEST
 1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814
 Phone: (208)667-9431 Fax: (208)208-666-0410

ParcelID: P705025003AA
Tax Account #: 306130
, Post Falls ID 83854

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.



Vicinity Map

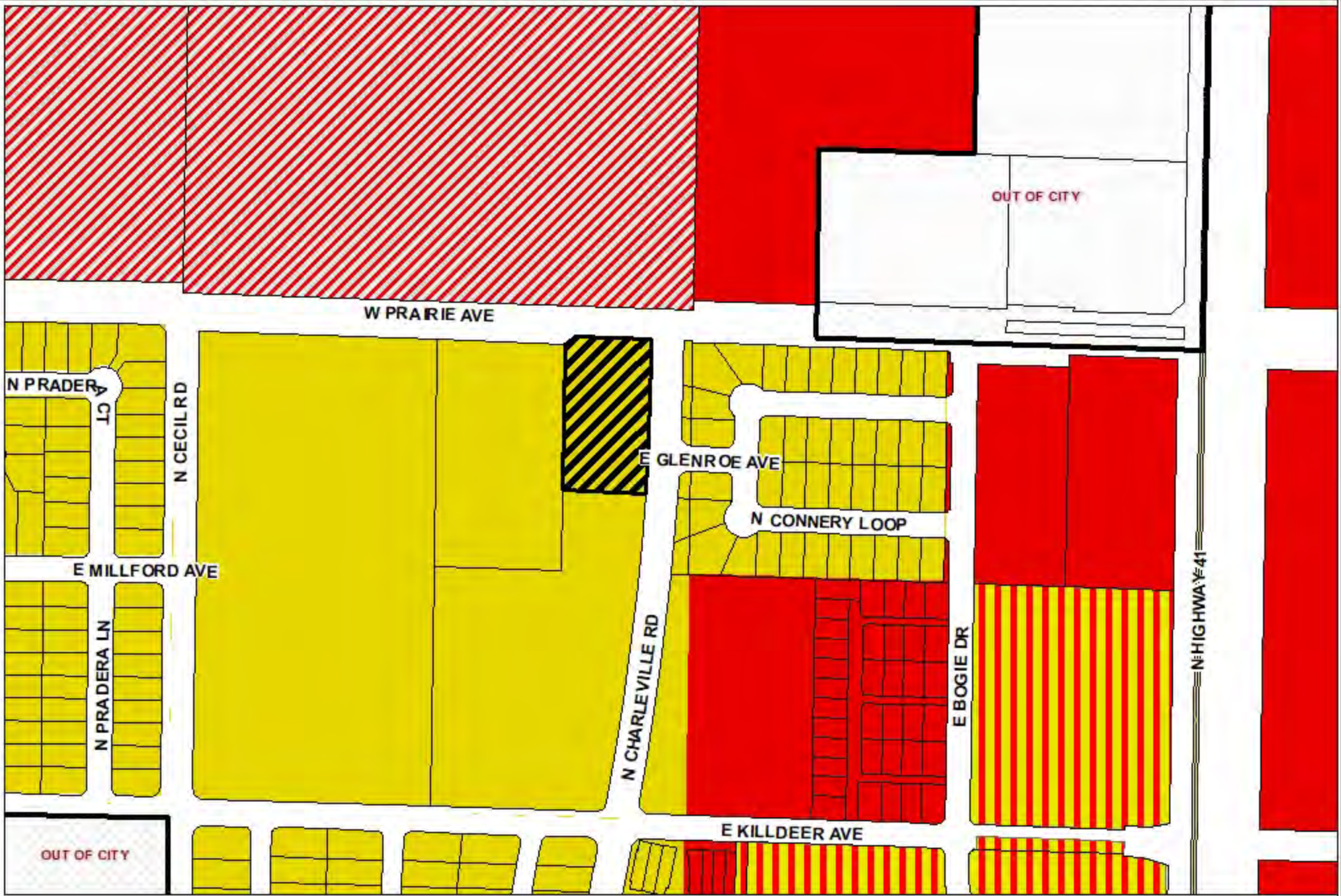


Project Location
KOOTENAI COUNTY
FIRE STATION #3
File # SUP-22-1



-  Subject Site
-  City Boundary
-  Tax Parcels





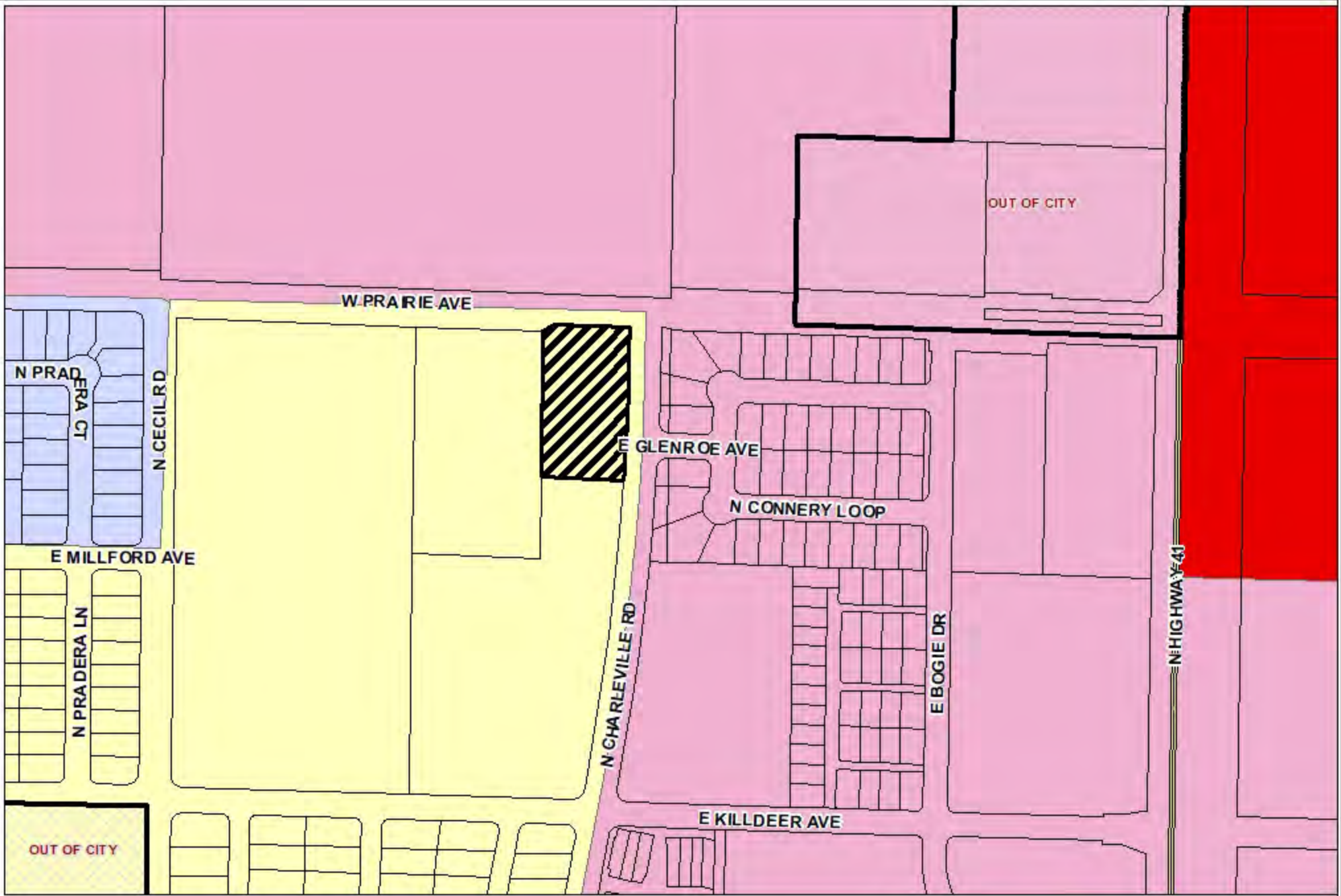
Zoning Map
 KOOTENAI COUNTY
 FIRE STATION #3
 File # SUP-22-1



- City Boundary
- Subject Site
- CCS
- CCM
- TM
- R-1

Exhibit S-2





Future Land Use Designation
 KOOTENAI COUNTY
 FIRE STATION #3
 File # SUP-22-1



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

Exhibit S-3





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

June 8th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: KCF Station #3 Special Use Permit File No. SUP-22-1

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

Respectfully submitted,

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

Mark J. Brantl
Captain
Post Falls Police Department

Kootenai County Fire & Rescue

Fire Marshal's Office

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

June 17, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

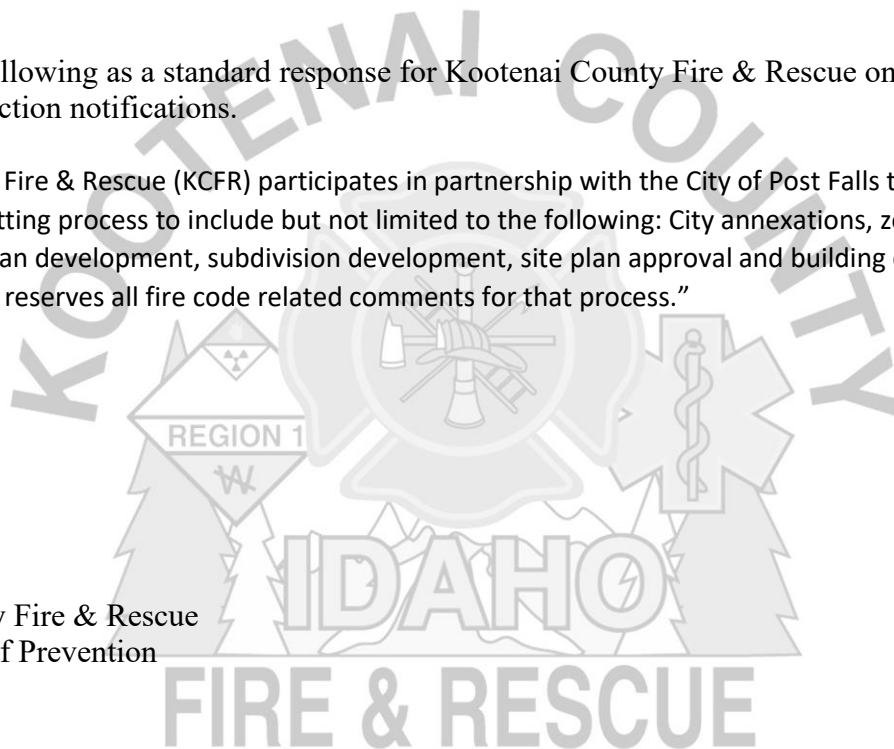
Amber,

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 of Prevention
Fire Marshal





DEQ Response to Request for Environmental Comment

Date: June 22, 2022
Agency Requesting Comments: City of Post Falls
Date Request Received: June 8, 2022
Applicant/Description: SUP-22-1

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** - The City should consider requiring reasonable controls on fugitive dust emitting activity during all phases of the project (including but not limited to; roadway construction, vehicle traffic on unpaved roads, land clearing activity, topsoil management, vegetation management). All reasonable precautions shall be taken to prevent particulate matter (dust) from becoming airborne, as required in IDAPA 58.01.01.651.
- **Land Clearing** - During the land clearing and construction phases of the project the applicant should consider alternatives to open burning of the vegetative debris that is generated. Mechanical processing of land clearing debris avoids generating smoke and offers the greatest flexibility for timely project progress. Mechanical processing is not required by DEQ however.
- **Open Burning** - If open burning of land clearing debris is incorporated into the land clearing phase, smoke management practices to protect air quality as described in the Idaho Department of Lands regulation IDAPA 20.02.01.071.03 and DEQ's regulation IDAPA 58.01.01.614 must be implemented by the applicant. Local fire protection permits may also be required. The City should consider requiring a smoke management plan be developed if open burning is used on this project.
- **Construction Debris** - The City should consider requiring a project plan that commits to the proper disposal of demolition and construction debris. 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 state 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 Katy Baker-Casile, 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 Conservations 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



POST FALLS SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

June 20, 2022

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

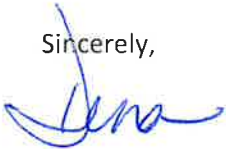
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

Treaty Rock Elementary	415	525
West Ridge Elementary	430	525
Post Falls Middle School	870	920
River City Middle School	630	750
Post Falls High School	1560	1800
New Vision High School	160	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

**CITY OF POST FALLS
STAFF REPORT**

DATE: June 27, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: STAFF REPORT FOR THE JUNE 29, 2022, P&Z COMMISSION MEETING
FROEHLICH ZONE CHANGE: File No - ZC-22-5

INTRODUCTION:

Mark Loudin & Zach Froehlich, the property owners are requesting approval to rezone approximately 1.88-acres from Single Family Residential (R-1) within the City of Post to the requested Medium Density Residential (R-2) zoning district. There is currently a pre-existing residential home on this site. 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: FROEHLICH ZONE CHANGE File No. ZC-22-05

Applicant: Tessa Vogel, Ruen-Yeager & Associates, Inc, 219 Pine Street, Sandpoint ID 83864

Owner(s): Mark Loudin and Zach Froelich, 841 S. Rainbow Road, Coeur d' Alene, ID 83814

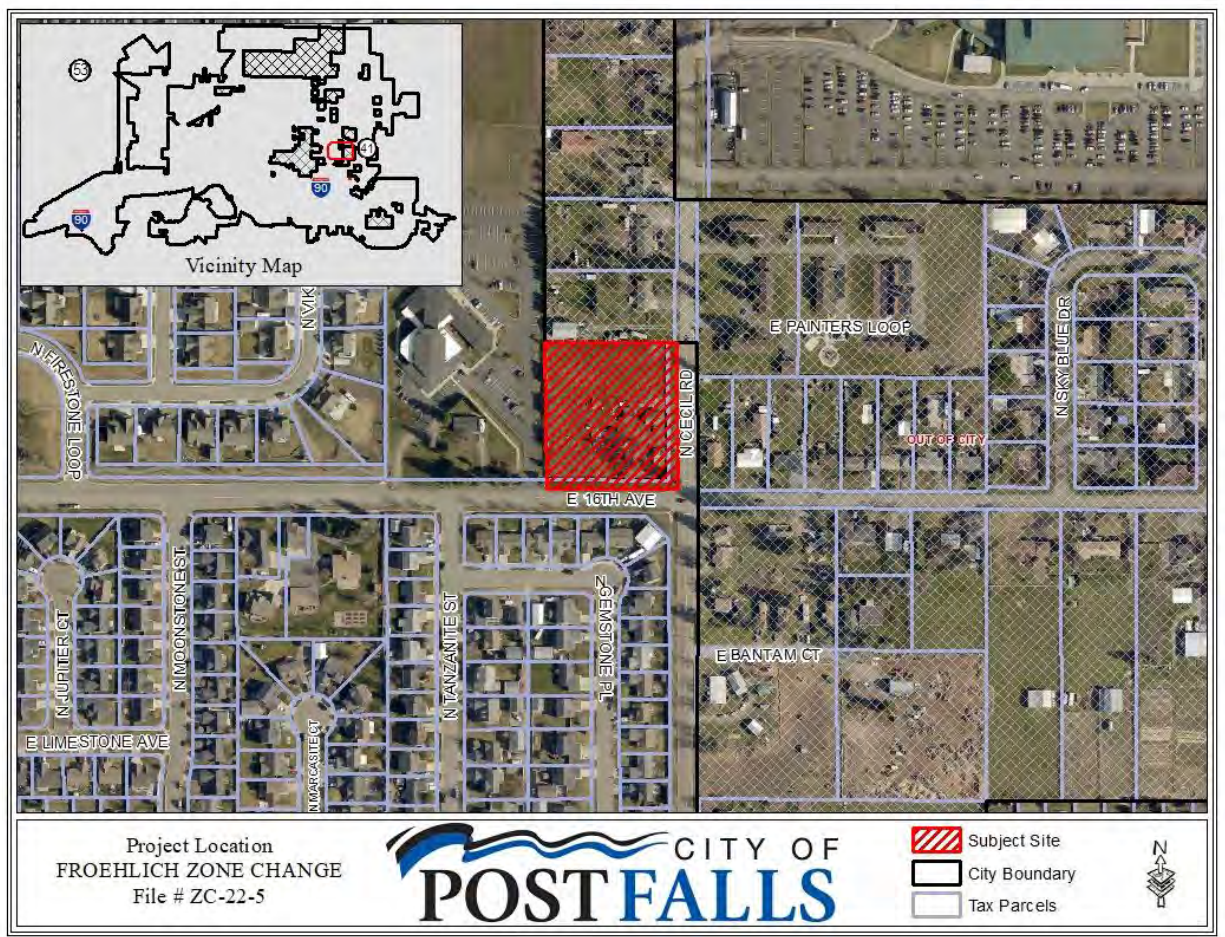
Project Description: Rezone approximately 1.88-acres from Single Family Residential (R-1) with a pre-existing single-family home within the City of Post Falls to the requested Medium Density Residential (R-2) zoning district.

Project Location: The property is generally located on the northwest corner of E.16th Ave. and N. Cecil Rd.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located to the west is a church property, to the north and east are single family homes and a multi-family site in Kootenai County. To the south are single family homes in the City of Post Falls.

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 **Low Density Residential**. This category encompasses all types of single-family residential uses up to eight dwelling units per acre and supports land uses such as parks, schools, and public facilities. Densities may vary as appropriate to location, street, and infrastructure capacities, planned development patterns and compatibility with existing development.

Implementing Zoning Districts: R-1-S, R-1, R-2, RM, SC3, Per Focus Area

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 be more attainable.

- 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 design standards for the proposed limited residential uses.

- 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 or a church.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the location is currently located at the intersection of Tanzanite St. / 16th Ave., approximately 220 feet west of the subject property. Sanitary sewer would need to be extended from the existing location and to the Cecil Rd /16th Ave. Intersection with future site development, in conformance to the City's Water Reclamation Master Plan. 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 the Ross Point Water District.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to 16th Ave. and Cecil Rd., both classified Major Collector roadways. Rights-of-way and easements were dedicated with annexation of the property.

Future traffic patterns to/from this site are benefitted from the proximity to adjoining Arterial Roadways, including the SH41 / 16th Ave. intersection that will be signalized in 2022. Access to the site would be restricted in conformance with City Standards

- 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 .5 Miles from an evolving commercial corridor Highway 41 and adjacent to a church. Real life ministries is about .25 mile to the north with the Highschool being about .5 miles to the north.

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

Staff Comment: This site would be considered infill.

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:

Cecil Road, a Major Collector Roadway, it is designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day. In 2035 the projected volumes along this section of roadway are approximately 2,700 vehicles per day.

16th Avenue, a Major Collector Roadway, it is designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day. In 2035 the projected volumes along this section of roadway are approximately 1,240 vehicles per day.

Future traffic patterns to/from this site are benefitted from the proximity to adjoining collector roadways that would distribute traffic from the subject site to SH41, Poleline Avenue, as identified in the City's Transportation Master Plan. Access to the site would be restricted in conformance with City Standards.

Water and Sanitary Sewer:

Staff Comment: Water service is provided by the Ross Point Water District and sanitary sewer service is being provided by the City of Post Falls. Sanitary sewer currently exists 220 feet west of of the property in 16th Ave. at the southwest corner of the property and would need to be extended to Prairie Avenue at the time of site development. Sanitary sewer would be required to be extended to the property and to Cecil Rd. at the time of future development. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

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. The proposed zoning is compatible with the land uses anticipated within the City's Water Reclamation Master Plan – Collections. Current capacity

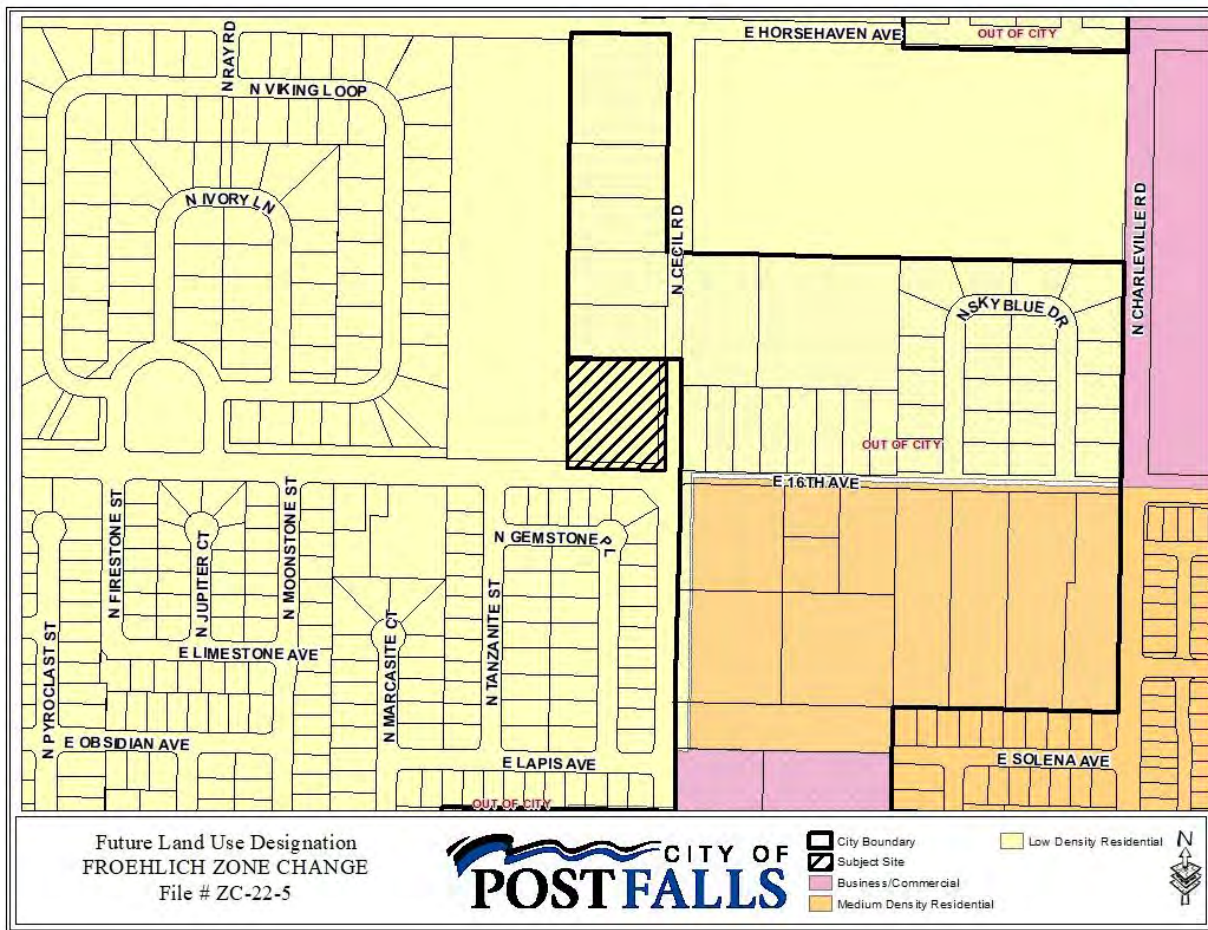
of the City's Water Reclamation System is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

Staff Comment: The propose residential uses that could be developed in the medium density R-2) zoning would be located adjacent to a church property to the west, to the north and east are single family homes and a Multi-family site in Kootenai County. To the south are single family homes in the City of Post Falls. Traditionally, these are compatible uses near each other.

Future Land Use Designation:

Staff Comment: Future Land Use Designation is Low Density Residential and is discussed in Policy 2.



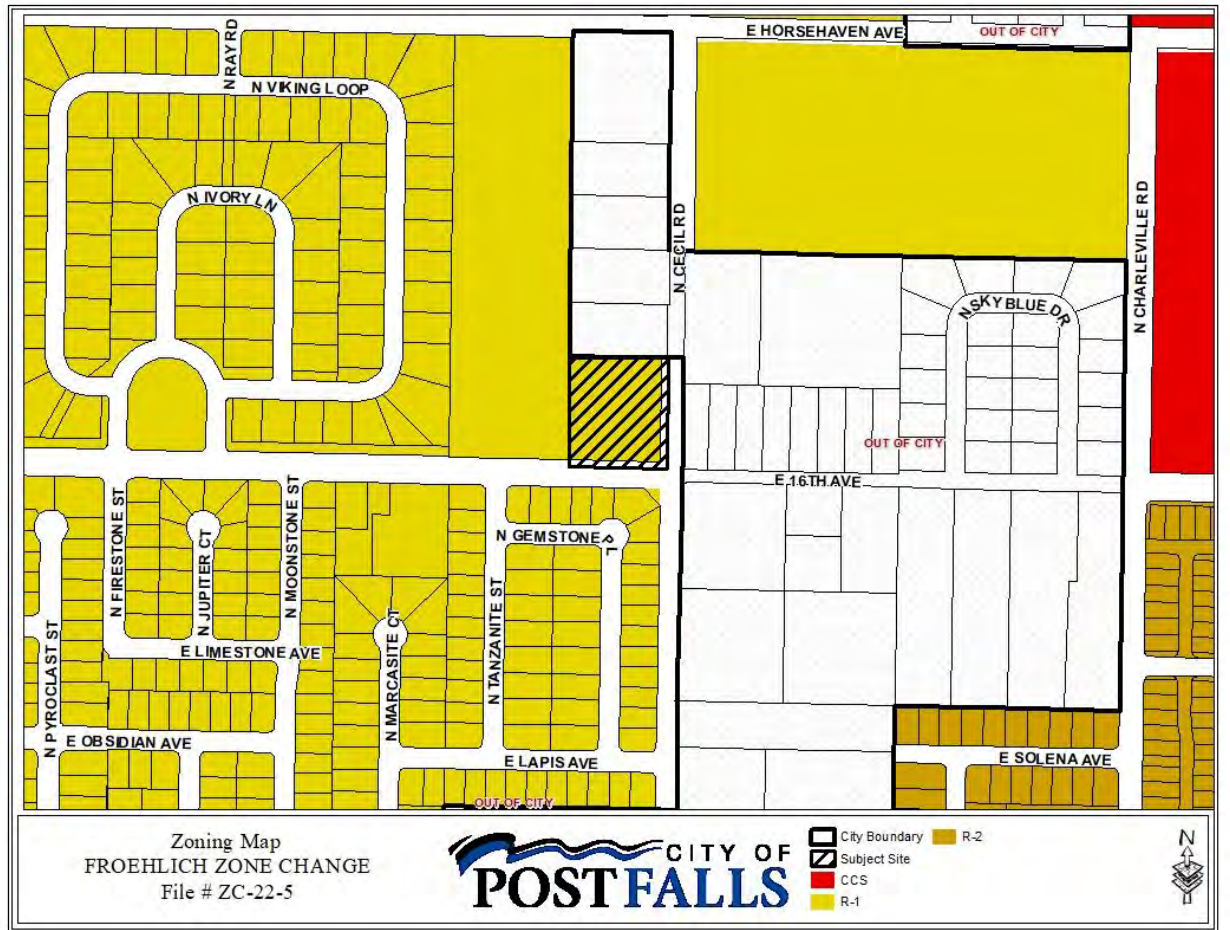
Community Plans: None

Geographic/Natural Features:

Staff Comment: The site is located of over the Rathdrum Prairie Aquifer. No known geographic or natural features to impede development of the property.

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

Staff Comment: Both 16th Avenue and N. Cecil Road are Major Collector Roadways. Both roads should 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 approximately .5 miles west of the HWY 41 corridor, which is an evolving commercial corridor.

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)** – Reserves comments for the permitting process.
- **Idaho Department of Environmental Quality (Exhibit PA-3)** – Responded with no comments.
- **Post Falls School District #273 (Exhibit PA-4)** – Remains neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

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-4	Vicinity Map
Exhibit A-5	Auth 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 PA-4	PFSD Comments

Zone Change (Map/Text Amendment) · 153 – FROEHLICH

 **Expiration Date**
Active


ZC-22-5

-  **Details**
Submitted on Apr 18, 2022 at 12:49 pm
-  **Attachments**
10 files
-  **Activity Feed**
Latest activity on Apr 25, 2022

-  **Applicant**
Tessa Vogel  2
-  **Location**
1627 N CECIL RD, POST FALLS, ID 83854 

Timeline **Add New** ▾

- Application & Mailing/Notice Fees**
Paid Apr 18, 2022 at 4:22 pm 
- GIS Review**
Completed Apr 19, 2022 at 11:22 am Apr 24 
- Completeness Review**
Completed Apr 20, 2022 at 12:43 pm  Apr 22 
- Polygon Creation**
Completed Apr 25, 2022 at 1:45 pm 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

22

Applicant Information

Applicant Type *

Planner

Applicant Name *

Tessa Vogel

Phone *

208-265-4629

Email *

tvogel@ruenyeager.com

Address *

219 Pine Street

City, State & Zip Code

Sandpoint, ID 83864

Owner Information

Name *

Zach Froehlich

Company

Phone *

208-640-1365

Email *

zachbuyshouses@gmail.com

Address *

841 S. Rainbow Road

City, State & Zip Code

Coeur d'Alene, ID 83814

Amendment Information

New Field

Description of Project/Reason for Request *

Zone change from R-1 to R-2 to allow for a future subdivision at the R-2 density.

Tax Parcel Number

P-7150-36-028-AD

Existing Zoning

R-1

Adjacent Zoning

R-1

Current Land Use

Low-Density Residential

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. *

✔ Tessa Janae Vogel
Apr 18, 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. *

✔ Tessa Janae Vogel
Apr 18, 2022

1627 Cecil Road Rezone R-1 to R-2 Narrative Statement

Parcel: P-7150-36-028-AD

Prepared by Tessa Vogel, Planner – Ruen-Yeager & Associates, Inc.

Request/Question		Response
<i>Description of Rezone</i>		To rezone 1.88 acres from R-1 to R-2 to allow for a future subdivision at the R-2 density.
<i>Statement of rationale for rezone</i>		<p>The landowner is wanting to subdivide the existing home and garage from the rest of the property and create a subdivision at the R-2 density. The proposed zone change would put a block of R-2 zoning on the corner of Cecil and 16th within City jurisdiction. The site has a land use designation of Low-Density Residential which allows for both the R-1 and R-2 zoning. The future land use map shows that the county land adjacent to the site would also be designated Low-Density Residential and would connect to the R-2 zoned properties along E. Solena Ave. This shows that there is a possibility for the R-2 zoning southeast of the site to grow up towards Cecil and 16th in the future.</p> <p>The R-2 zone allows for the same residential development as the R-1 zone with the exception of more than one dwelling unit being permitted per lot. The City code states that the R-2 zone is suitable in areas for residential development where;</p> <ul style="list-style-type: none"> • Residentially designated areas are readily serviced by collector and arterial streets suitable for higher levels of traffic; <ul style="list-style-type: none"> ○ The site is serviced by local collector streets (Cecil and 16th) that connect to other collectors and arterial streets. • Where other public services are sufficiently available for the intensity of use contemplated; and <ul style="list-style-type: none"> ○ The site is served by the City of Post Falls for sewer, Ross Point Water District for water, and Avista Utilities or Kootenai Electric Co-Op for power. • Where the configuration of Municipal infrastructure and neighboring land uses are compatible with the use allowed hereby. <ul style="list-style-type: none"> ○ The site and other developments within the vicinity are served by the City of Post Falls for sewer, Ross Point Water District for water, and Avista Utilities or Kootenai Electric Co-Op for power. The proposed residential development is compatible with the services available and existing development in the area.
<i>How the request conforms to the Comp Plan - Goals</i>		Goals not listed are not applicable to the proposed zone change*
G.3	<i>Maintain and improve Post Falls' small-town scale, charm and aesthetic beauty.</i>	The proposed subdivision will be a small-lot development that allows for urban growth all while keeping with the existing aesthetics of the area.
G.4	<i>Sustain the historic city center..</i>	N/A, the site is not adjacent to the city center.
G.5	<i>Keep Post Falls' neighborhoods safe, vital, and attractive.</i>	The proposed development will provide housing with travel connections within the subdivision and while no pedestrian trails, sidewalks or bicycle paths adjoin the site, they are near the site.

G.7	<i>Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.</i>	The proposed use of the site would still be residential development, which supports the community needs through providing housing.
G.8	<i>Protect and maintain Post Falls' natural resources including clean air, soils, river and aquifer, and minimizing light and noise pollution citywide.</i>	The existing and proposed zoning allow for residential development which should have no impact on Post Falls' natural resources and will have minimal light and noise pollution (no more than the existing residential uses adjacent to the site).
G.12	<i>Maintain the City of Post Falls' long-term fiscal health.</i>	The zone change to R-2 would allow for more residential lots than the R-1 would which would allow for more properties and structures to be assessed and taxed by the City, bring in additional revenue to help maintain the City's fiscal health.
G.14	<i>Involve the community of Post Falls in all local government planning and decision-making.</i>	The zone change process allows for public comment before and during the public hearing where community members can voice their comments about the proposal to the City Council.
How the request conforms to the Comp Plan - Policies		Policies not listed are not applicable to the proposed zone change*
P.1	<p><i>Support land use patterns that:</i></p> <ul style="list-style-type: none"> • <i>Maintain or enhance community levels;</i> • <i>Foster the long-term fiscal health of the community;</i> • <i>Maintain and enhance resident quality of life;</i> • <i>Promote compatible, well-designed development;</i> • <i>Implement goals and policies of the comp plan, related master plan and/ facility plan.</i> 	The approval of the zone change would allow the site to be subdivided at the R-2 density which would help enhance the community population levels by providing housing which also enhances residents' quality of life through homeownership. The long-term fiscal health of the community is fostered as each of the residential lots and the structures on them will provide taxable revenue for the City. The development of the subdivision will be compatible with neighboring subdivisions and will use goals and policies of the comprehensive plan to created a well-designed lot layout.
P.2	<p><i>Apply or revise zoning designations with careful consideration of factors including;</i></p> <ul style="list-style-type: none"> • <i>Future land use mapping;</i> • <i>Compatibility with surrounding land use;</i> • <i>Infrastructure and service plans;</i> • <i>Existing and future traffic patterns;</i> • <i>Goals and policies of the comp plan, related master plan and/or facility plan.</i> 	<ul style="list-style-type: none"> • Future land use mapping; <ul style="list-style-type: none"> ○ The Future Land Use Map shows that the site and the surrounding properties of City lots and the County island north of 16th Avenue will be designated Low-Density Residential, as the site is currently designated. The portion of the County island south of 16th Avenue is to be designated Medium-Density Residential. These two designations allow for the R-2 zoning and would be appropriate to be zoned R-2 as the City lots south of the County island along E. Solena Avenue are zoned R-2, if approved the subject site would be zoned R-2 and the County island, if annexed and zoned R-2, would connect these two areas, and the R-2 zoning of the County island would be adjacent to CCS zoning making travel to these retail areas easier. The change from R-1 to R-2 for the subject site has the potential to initiate growth at the R-2 density in the future for the County island. • Compatibility with surrounding land use;

		<ul style="list-style-type: none"> ○ The R-2 zoning district is permitted in the Low-Density Residential and Medium-Density Residential land use designations which allow for similar uses. ● Infrastructure and service plans; <ul style="list-style-type: none"> ○ The site is served by the City of Post Falls for sewer, Ross Point Water District for water, and Avista Utilities or Kootenai Electric Co-Op for power. ○ An internal road system to serve the proposed lots will be built. ● Existing and future traffic patterns; <ul style="list-style-type: none"> ○ The Low-Density Residential designation allows for higher traffic volumes. The site is bordered by collector streets that lead into a County island. The addition of the residential development at the R-2 zoning would increase the traffic volume, but minimally. ● Goals and policies of the comp plan, related master plan and/or facility plan. <ul style="list-style-type: none"> ○ The goals and policies of the comp plan related to the proposal and how the proposal aligns with those goals and policies are outlined in this section.
P.6	<p><i>Encourage residential development patterns typically featuring:</i></p> <ul style="list-style-type: none"> ● <i>Housing that faces the street edge;</i> ● <i>An interconnected grid or small-block streets network;</i> ● <i>Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting;</i> ● <i>Development and utilization of alleys for parking and service access;</i> ● <i>Vertical or horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers.</i> 	<ul style="list-style-type: none"> ● Housing that faces the street edge; <ul style="list-style-type: none"> ○ Proposed residential lots will be along Cecil Road, 16th Avenue, or the internal private roads to be built that will encroach off of either Cecil Road or 16th Avenue. All proposed residential lots will be facing a street edge. ● An interconnected grid or small-block streets network; <ul style="list-style-type: none"> ○ Internal streets are proposed within the subdivision that will connect to existing city collector streets. ● Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting; <ul style="list-style-type: none"> ○ Proposed street will be for the private use of the subdivision and designed in a manner for safety, traffic calming and aesthetic appeal as the City deems necessary. ● Development and utilization of alleys for parking and service access; <ul style="list-style-type: none"> ○ No alleys proposed, residential lots will provide off-street parking. ● Vertical or horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers. <ul style="list-style-type: none"> ○ N/A, no mixed uses are proposed, only residential development.
P.8	<p><i>Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.</i></p>	<p>The site is within the city limits of the City of Post Falls and has only one (1) existing dwelling and a few outbuildings on site which are proposed to stay all on one lot while the remaining land is to be divided into vacant residential lots at the R-2 zone density, to be built on in the future.</p>
P.9	<p><i>Encourage annexation of County “islands” within the City, with priority given to areas:</i></p> <ul style="list-style-type: none"> ● <i>Surrounded by incorporated areas;</i> 	<ul style="list-style-type: none"> ○ The site is adjacent to one of the County “islands” within the City of Post Falls’ boundaries. The addition of the subdivision and eventual housing development has

	<ul style="list-style-type: none"> • <i>That have readily-available service infrastructure and capacity;</i> • <i>That support increased development intensity near the urban core.</i> 	<p>the potential to encourage the annexation of this island into the City to be developed. With the site being served by the City of Post Falls for sewer, Ross Point Water District for water, and Avista Utilities or Kootenai Electric Co-Op for power.</p> <p>This could be enticing to the County property owners to look into annexing into the City. If the site were to be approved for the rezone from R-1 to R-2, and this island were to be annexed into the City, it would be able to connect the R-2 zoning of the subject site to the R-2 zoning of the City lots south of the County island by being zoned R-2 during the annexation process.</p>
P.19	<i>Encourage clustering of units in new residential development, providing service efficiencies and creating opportunities for private or community open space.</i>	The preliminary design of the subdivision is not yet complete as the design depends on the zoning density minimum and requirements.
P.55	<i>Encourage the formation of homeowners' associations to maintain private streets, common neighborhood trails and open space areas, and adjacent landscaping along public ROW.</i>	An HOA is proposed for the subdivision to help maintain the private street, common area, and open space, landscaping and bike trails that run along Cecil Road and 16 th Avenue.
<i>Why the City should consider the rezone</i>		
	<i>Amendments to zoning map should be in accordance with the Future Land Use Map.</i>	The Future land Use Map shows the subject site and the County island north of 16 th Avenue as being designated Low-Density Residential, which is the same land use designation the site currently has which allows for the R-2 zoning designation. The portion of the County island south of 16 th Avenue shows that it is proposed to be designated as Medium Density Residential which also allows for the R-2 zoning district. The Future Land Use Map shows that there will be the possibility for the R-2 zoning district to expand beyond the portion along E. Solena Avenue up to 16 th Avenue in the future where the subject site would already be zoned R-2 if approved now. The R-2 zoning near the CCS zone would be appropriate as this would allow for housing near retail sales and a variety of professional of service business. This close proximity would allow for easy foot traffic access to these retail areas.
	<i>Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comp Plan.</i>	The goals and policies of the City's comp plan that are applicable to the proposal are listed in the section above and include explanations of how the proposal is in accordance with them.
	<i>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.</i>	This site borders collector streets and is near other collector and arterial streets. Traffic patterns would be minimally impacted by the increase in residential development at the R-2 zoning. Existing development south of the site was developed at the R-1 density minimum and the property to the east is a County island which has the potential to be developed at the R-2 zoning density based on the Future Land Use Map. While the site would be the only R-2 zoning in the immediate vicinity, allowing for the zoning change to occur would prompt the County island to also be zoned R-2 in the future to connect the existing R-2 zoning along E. Solena Avenue and provide housing near the CCS zoned properties in the vicinity.

<p><i>Commercial and high-density residential zoning is typically assigned along streets with higher road classification.</i></p>	<p>N/A, existing and proposed zoning not commercial or high-density.</p>
<p><i>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.</i></p>	<p>The site is located in the <i>Central Island</i> area of the City's Focus Area Diagram. In the description of the Central Island focus area, it states, "Successful development of this area and incorporation into City Limits will likely rely on incentives rewarding developers with higher density or modified design standards in exchange for forward-thinking integration of the land into its surrounding context." The proposal to change the zoning from R-1 to R-2 would allow for a higher density to be developed at.</p>
<p><i>Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.</i></p>	<p>N/A, existing and proposed zoning is not industrial.</p>



RUEN-YEAGER & ASSOCIATES, INC.
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

PROPERTY DESCRIPTION

April 12, 2022

A portion of Tract 28 in Block 36 of Second Addition to Post Falls Irrigated Tracts, in Section 36, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

BEGINNING at the center of said Section 36;

Thence North $44^{\circ}49'17''$ West, 28.37 feet to the Southeast corner of said Tract 28 and the **TRUE POINT OF BEGINNING** for this description;

Thence North $89^{\circ}38'30''$ West, along the South line of said Tract 28 a distance of 288.31 feet;

Thence North $00^{\circ}29'05''$ West, 324.02 feet;

Thence South $89^{\circ}35'22''$ East, along a line parallel with the North line of said Tract 28 a distance of 291.00 feet to a point on the East line of said Tract 28;

Thence South, along the East line of said Tract 28 a distance of 323.7 feet, to the **TRUE POINT OF BEGINNING** for this description.

Less and except the East 5.00 feet for road purposes.

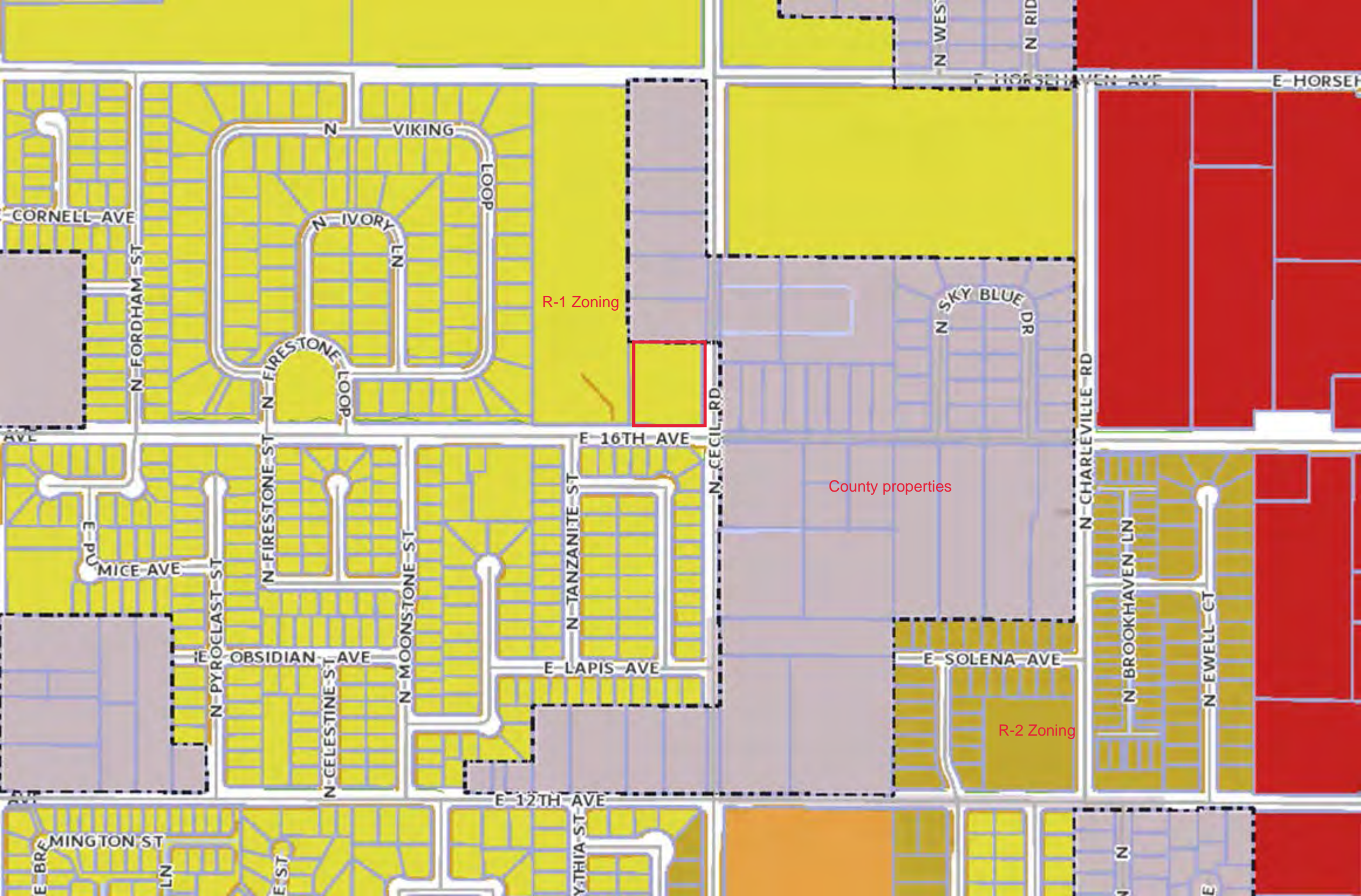
This description is not to be used for recordation purposes.

END OF DESCRIPTION

P221002







R-1 Zoning

County properties

R-2 Zoning

Letter of Authorization

This letter is to authorize Ruen-Yaeger to speak and act on my behalf for anything related to the property at 1627 Cecil Road in Post Falls. This authorization can go into effect immediately.

If you have any questions or concerns regarding this matter, please feel free to contact me at (208) 640-1365 or email me at zachbuyshouses@gmail.com.

Thanks for your help!

Zach Froehlich

x

 _____

Date 4/19/2012 _____

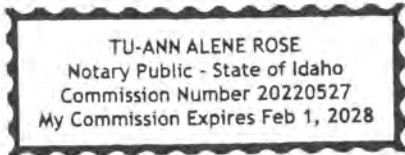
NOTARY ACKNOWLEDGMENT

State of Idaho }

County of Kootenai }

On this day of April 19 2022 before me, Tu-Ann Rose a notary public, personally appeared Zachary Froehlich, personally known to me to be the person whose name is subscribed to the within Letter of Authorization, and acknowledged to me that he/she executed the same.

(Seal)





Notary Public

My commission expires: 2/1/2028



TitleOne
a title & escrow co.

PROPERTY INFORMATION

Date:

4/7/2022

Prepared By:

TitleOne Customer Service

Property Address:

1627 N Cecil Rd Post Falls 83854

Parcel Number:

P715036028AD

Warmest Regards,

The TitleOne Team
TitleOne Corporation
www.TitleOneCorp.com

Disclaimer

Any property information contained in this email is subject to the following: This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

geoAdvantage

Kootenai County Property Profile Information

Parcel #: P715036028AD

Owner: **Miller Juanita A**

CoOwner: **Dolph Nathan M**

Site: **1627 N Cecil Rd**

Post Falls ID 83854 - 4409

Mail: 1627 N Cecil Rd

Post Falls ID 83854 - 4409

Land Use: Imp res lot/tract in city

Std Land Use: 163 - Sfr

Twn/Rng/Sec: 51N / 05W / 36 / NW

Map:

Legal: POST FALLS IRR TR 2ND ADD, TX#11 428
BLK 36 EX RW 3651N05W



ASSESSMENT & TAX INFORMATION

Assessed Land: **\$188,952.00**

Assessed Impr: **\$265,600.00**

Assessed Total: **\$454,552.00**

Assessment Year: **2021**

Exemption: **\$125,000.00**

2021 Taxes: **\$3,310.37**

Levy Code: 011010

Levy Rate: 0.0098

PROPERTY CHARACTERISTICS

Year Built: 1923

Bedrooms: 3

Bathrooms: 2

of Stories: 1

Building Total: 1,490 SqFt

Floor1/Floor2: 1,152 SqFt / 0 SqFt

Attic Fin/Unfin: 338 SqFt / 0 SqFt

Bsmt Fin/Unfin: 0 SqFt

Garage: 0 SqFt

Deck/Patio: 0 SqFt / 0 SqFt

AC: No

Fireplace: 0

Dwellings: 2

Lot size: 1.88 Acres (81,980 SqFt)

Pool:

Neighborhood: 2040 PRAIRIE-SOUTHEAST

Lot:

Block: 36

Plat/Subdiv: Post Falls Irr Tr 2nd Add

Plat Number: P-7150

Plat Vol/Page:

Zoning: Post Falls-R-1

School Dist: 273 Post Falls School

Census: 1045 000500

View:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Assessor Map



Parcel ID: P715036028AD

Site Address: 1627 N Cecil Rd

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Aerial Map



Parcel ID: P715036028AD

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Kootenai County, Idaho

generated on 4/7/2022 5:03:47 PM CDT

Parcel

Parcel Number P715036028AD	AIN 123553	Situs Address 1627 N CECIL RD, POST FALLS	Data as of 4/2/2022
--------------------------------------	----------------------	---	-------------------------------

Owner Information

Owner Name	FROEHLICH ZACHARY
Owner Address	841 S RAINBOW RD COEUR D ALENE ID 83814
Transfer Date	12/16/2021
Document #	
Deed Book/Page	

Location / Description

Tax Authority Group	011010	Current Legal Desc.	POST FALLS IRR TR 2ND ADD, TX#11 428 BLK 36 EX RW 36 51N 05W
Situs Address	1627 N CECIL RD, POST FALLS		
Acreage	1.8820		

Parcel Type

Property Class Code	541- Imp res lot/tract in city
Neighborhood Code	2040 PRAIRIE-SOUTHEAST

Assessment Information

Appraisal Date	07-13-2021	Current Year	2021	Prior Year	2020
Market Value Land	\$188,952	Homeowners Eligible Amt Land	\$180,000	Homeowners Eligible Amt Land	\$160,000
Market Value Improvement	\$265,600	Homeowners Eligible Amt Imp	\$265,600	Homeowners Eligible Amt Imp	\$150,100
Total Market Value	\$454,552	Sum Homeowners Eligible Amt	\$445,600	Sum Homeowners Eligible Amt	\$310,100
		Homeowners Exemption Allowed	\$125,000	Homeowners Exemption Allowed	\$100,000
Acreage	1.8820	Total Market Value	\$454,552	Total Market Value	\$316,068
		Homeowners Exemption Allowed	\$125,000	Homeowners Exemption	\$100,000
		Ag/Timber Exemption	\$0	Ag/Timber Exemption	\$0
		Other Exemptions	\$0	Other Exemptions	\$0
		Net Taxable Value	\$329,552	Net Taxable Value	\$216,068

Kootenai County, Idaho

generated on 4/7/2022 5:04:34 PM CDT

Improvements

Parcel Number P715036028AD	AIN 123553	Situs Address 1627 N CECIL RD, POST FALLS	Data as of 4/2/2022
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Improvements

Use Code	Description	Building #	ID #	Constructed Yr.	Grade	Total GLA	GLA	Full Market Value
DWELL	Dwelling	R01	D	1923	Avg	2,010		\$177,970
DWELL	Dwelling	R02	D	1975	Avg	480		\$66,230
POLEBLDG	General Purpose Bldg Wood Pole	R01	01	1975	Avg		800	\$12,770
POLEBLDG	General Purpose Bldg Wood Pole	R01	02	1975	Avg		528	\$7,830
UTLSHED	Residential Shed - Small Util	R01	06	1980	Avg		96	\$800

Tax Record

DATA AS OF: 4/7/2022 1:54:23 AM PDT

PIN Number	Alternate ID	Tax Roll
P715036028AD	123553	Real Property

Current Owner	Owner Information Owner of Record	Lender
FROELICH ZACHARY 841 S RAINBOW RD COEUR D ALENE ID 83814	MILLER JUANITA A	
Location / Description		
SITUS 1627 N CECIL RD		
LEGAL DESCRIPTION POST FALLS IRR TR 2ND ADD, TX#11 428 BLK 36 EX RW		
TAG 011010		

TaxYear: 2021		Bill Number: 221642		Tax Bill ID: 2889169	
Installment					
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
Inst 2	6/20/2022	\$1,655.18	\$0.00	\$0.00	\$1,655.18
Current Year					\$1,655.18
Prior Year Taxes Due					
NO DELINQUENT TAXES					

Year / Bill Number 2021 / 221642 ▼

Assessment Information							
Authority	Exempt	Taxable	Rate	Gross	Credits	Savings	Net Tax
1-KOOTENAI CO							
AIRPORT	125,000	329,552	0.000004915	1.62	0.00	0.61	1.62
CURRENT EXPENSE	125,000	329,552	0.000243433	80.22	0.00	30.43	80.22
PARKS & REC	125,000	329,552	0.00001535	5.06	0.00	1.92	5.06
HISTORICAL SOCIETY	125,000	329,552	0.000000822	0.27	0.00	0.10	0.27
DISTRICT COURT	125,000	329,552	0.000228862	75.42	0.00	28.61	75.42
NOXIOUS WEEDS	125,000	329,552	0.000013037	4.30	0.00	1.63	4.30
HEALTH UNIT	125,000	329,552	0.000029414	9.69	0.00	3.68	9.69
INDIGENT	125,000	329,552	0	0.00	0.00	0.00	0.00
JUSTICE FUND	125,000	329,552	0.001305439	430.21	0.00	163.18	430.21
REVALUATION	125,000	329,552	0.000113459	37.39	0.00	14.18	37.39
LIABILITY INSURANCE	125,000	329,552	0.000028875	9.52	0.00	3.61	9.52
COUNTY FAIR	125,000	329,552	0.000004502	1.48	0.00	0.56	1.48
210-CITY POST FALLS							
CITY OF POST FALLS	125,000	329,552	0.003413995	1,125.09	0.00	426.75	1,125.09
255-KC FIRE & RESCUE							
KOOTENAI CO FIRE & RESCUE	125,000	329,552	0.001618203	533.28	0.00	202.28	533.28
271-COMM LIBRARY NET J							
KOOTENAI CONSOLIDATED LIBRARY	125,000	329,552	0.000236	77.77	0.00	29.50	77.77
351-N ID COLLEGE							
NORTH IDAHO COLLEGE	125,000	329,552	0.000649505	214.05	0.00	81.19	214.05
354-KOOTENAI-EMS							
KOOTENAI CO EMS 47173	125,000	329,552	0.000115613	38.10	0.00	14.45	38.10
457-SOLID WASTE-S/A							
SOLID WASTE FEES	0	1	88	88.00	0.00	0.00	88.00

232-SCHOOL DIST #273-BOND							
SCHOOL DIST #273-POST FALLS	125,000	329,552	0.000521095	171.73	0.00	65.14	171.73
232-SCHOOL DIST#273-OTHER							
SCHOOL DIST #273-POST FALLS	125,000	329,552	0.000014919	4.92	0.00	1.86	4.92
232-SCHOOL DIST #273-SUPP							
SCHOOL DIST #273-POST FALLS SUPP	125,000	329,552	0.00085461	281.64	0.00	106.83	281.64
225-PF HIGHWAY #1-POST FALLS							
HD#1-DIST-SPECIAL BRIDGE	125,000	329,552	0.000257824	84.97	0.00	32.23	84.97
HD#1-DIST-TORT	125,000	329,552	0.000005347	1.76	0.00	0.67	1.76
HD#1-DIST-M&O	125,000	329,552	0.000042684	14.07	0.00	5.34	14.07
HD#1-POST FALLS-M&O	125,000	329,552	0.000042684	14.07	0.00	5.34	14.07
490-S/A-Aquifer Prot District							
Aquifer Protection District	0	6	1	5.74	0.00	0.00	5.74
Total Net Tax						3,310.37	

Payment Information			
Last Paid	Tax Year	Amount Paid	Receipt Number
12/14/2021	2021	\$1,655.19	B21.11173
By Whom	Corelogic		
6/15/2021	2020	\$1,237.19	B20.39315
By Whom	Corelogic		
12/21/2020	2020	\$1,237.20	B20.21820
By Whom	Corelogic		
6/22/2020	2019	\$1,190.64	B19.27629
By Whom	Corelogic		
12/20/2019	2019	\$1,190.64	B19.14011
By Whom	Corelogic		
6/20/2019	2018	\$1,045.41	B18.26081
By Whom	Corelogic		
12/20/2018	2018	\$1,045.42	B18.6048
By Whom	Corelogic		
6/20/2018	2017	\$1,055.54	B17.27297
By Whom	Corelogic		
12/20/2017	2017	\$1,055.55	B17.16630
By Whom	Corelogic		
6/20/2017	2016	\$1,098.04	B16.31131
By Whom	Corelogic		
12/20/2016	2016	\$1,098.05	B16.21249
By Whom	Corelogic		

RECORDING FEE: \$15.00 DD
Electronically Recorded



TitleOne
a title & escrow co.

Order Number: 21432152

Warranty Deed

For value received,

Juanita A. Miller, a single woman and Nathan M. Dolph, an unmarried man

the grantor, does hereby grant, bargain, sell, and convey unto

Zachary Froehlich, an unmarried man

whose current address is 841 S Rainbow Rd., Coeur D Alene, ID 83814

the grantee, the following described premises, in Kootenai County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

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Dated: December 3, 2021

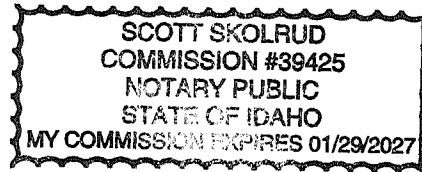
Juanita A Miller
Juanita A. Miller

Nathan M. Dolph
Nathan M. Dolph

State of Idaho, County of Kootenai, ss.

On this 6th day of December in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Nathan M. Dolph, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

SS
Notary Public
Residing In: Coeur d'Alene
My Commission Expires: 01-29-2027
(seal)



State of Idaho, County of Kootenai, ss.

On this 8th day of December in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Juanita A. Miller, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

SS
Notary Public
Residing In: Coeur d'Alene
My Commission Expires: 01-29-2027
(seal)

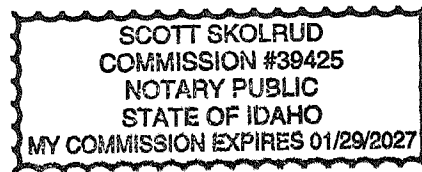


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

A portion of Tract 28 in Block 36 of Second Addition to Post Falls Irrigated Tracts, in Section 36, Township 51 North, Range 5 West Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the center of said Section 36; thence

North 44° 49'17" West, 28.37 feet to the Southeast corner of said Tract 28 and the True Point of Beginning for this description; thence

North 89° 38'30" West, along the South line of said Tract 28 a distance of 288.31 feet; thence

North 0° 29'05" West, 324.02 feet; thence

South 89° 35'22" East, along a line parallel with the North line of said Tract 28 a distance of 291.00 feet to a position on the East line of said Tract 28; thence

South along the East line of said Tract 28, a distance of 323.7 feet to the True Point of Beginning for this description.

Less and except the East 5.00 feet for road purposes.

RECORDING FEE: \$45.00 MD
Electronically Recorded

When recorded, return to:
Willamette Valley Bank
Attn: Funding Department
5140 River Road N
Keizer, OR 97303

Title Order No.: 21432152
Escrow No.: 21432152
LOAN #: 108292209

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1008395-0000048532-0
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **December 14, 2021**, together with all Riders to this document.

(B) "Borrower" is **ZACHARY FROEHLICH, AN UNMARRIED MAN.**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Willamette Valley Bank.**

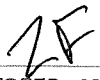
Lender is a **Corporation**,
under the laws of **Oregon.**

organized and existing

Lender's address is **101 High Street Northeast, Salem, OR 97301.**

(D) "Trustee" is **TitleOne: Coeur d'Alene.**

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Initials: 
IDEDEED 0317
IDEDEED (CLS)
12/14/2021 08:00 AM PST



(F) "Note" means the promissory note signed by Borrower and dated **December 14, 2021**. The Note states that Borrower owes Lender **FOUR HUNDRED SIXTY FOUR THOUSAND AND NO/100** ***** Dollars (U.S. **\$464,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **January 1, 2052**.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- V.A. Rider
- Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** of **Kootenai**

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: P715036028AD

which currently has the address of **1627 N Cecil RD, Post Falls,**

[Street][City]

Idaho **83854** ("Property Address"):

[Zip Code]



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.



Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or



earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires



separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to



refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security



Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such



notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Area and Location of Property.** The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Zachary Froehlich
ZACHARY FROEHLICH

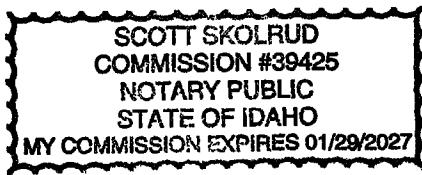
12/14/2021 (Seal)
DATE

State of IDAHO

KOOTENAI County ss:

On this 14th day of December, 2021, before me, Scott Skolrud, a Notary Public in and for said county and state, personally appeared ZACHARY FROEHLICH known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Scott Skolrud
Notary Public residing at: Coeur d'Alene
My Commission Expires: 01-29-2027

Lender: Willamette Valley Bank
NMLS ID: 713109
Loan Originator: Michael Shane Wall
NMLS ID: 1179003



Exhibit A

A portion of Tract 28 in Block 36 of Second Addition to Post Falls Irrigated Tracts, in Section 36, Township 51 North, Range 5 West Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the center of said Section 36; thence

North $44^{\circ}49'17''$ West, 28.37 feet to the Southeast corner of said Tract 28 and the True Point of Beginning for this description; thence

North $89^{\circ}38'30''$ West, along the South line of said Tract 28 a distance of 288.31 feet; thence

North $0^{\circ}29'05''$ West, 324.02 feet; thence

South $89^{\circ}35'22''$ East, along a line parallel with the North line of said Tract 28 a distance of 291.00 feet to a position on the East line of said Tract 28; thence

South along the East line of said Tract 28, a distance of 323.7 feet to the True Point of Beginning for this description.

Less and except the East 5.00 feet for road purposes.

LOAN #: 108292209
MIN: 1008395-0000048532-0

**1-4 FAMILY RIDER
(Assignment of Rents)**

THIS 1-4 FAMILY RIDER is made this **14th** day of **December, 2021** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Willamette Valley Bank, a Corporation**

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: **1627 N Cecil RD
Post Falls, ID 83854**

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5



LOAN #: 108292209

E. **"BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

F. **BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. **ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's 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 Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender 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 any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

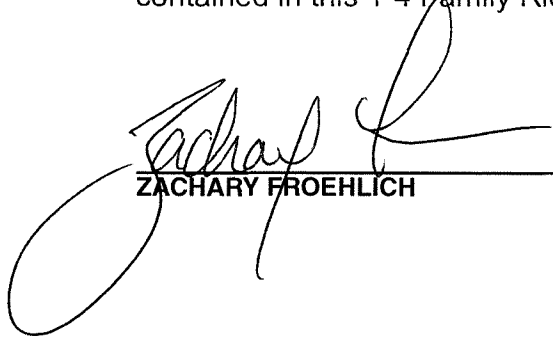
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default 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 Security Instrument are paid in full.

I. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.



LOAN #: 108292209

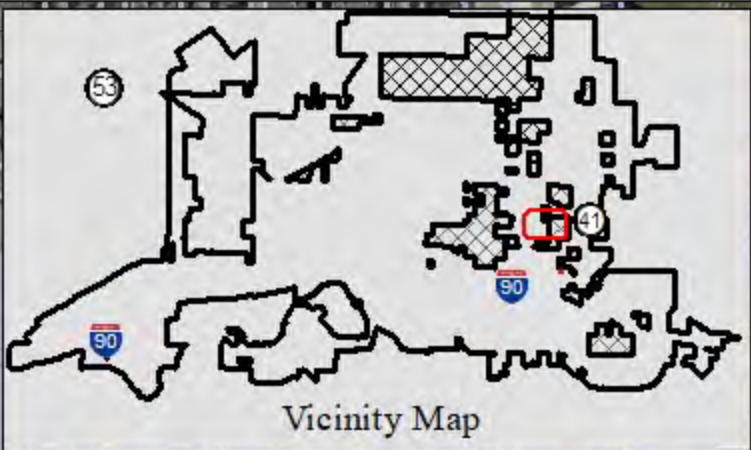
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



ZACHARY FROEHLICH



12/14/2021 (Seal)
DATE



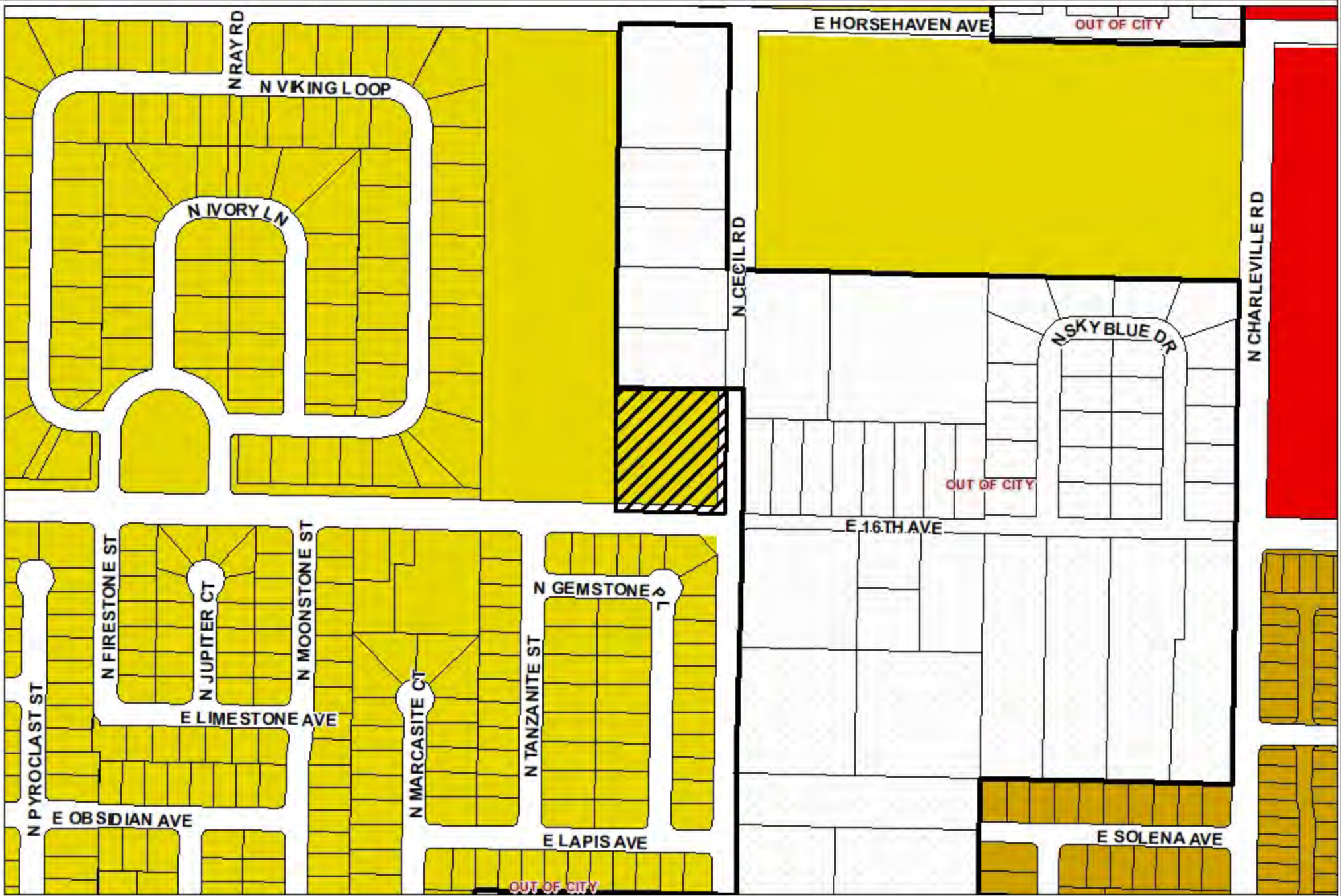


Project Location
 FROEHLICH ZONE CHANGE
 File # ZC-22-5








-  Subject Site
-  City Boundary
-  Tax Parcels



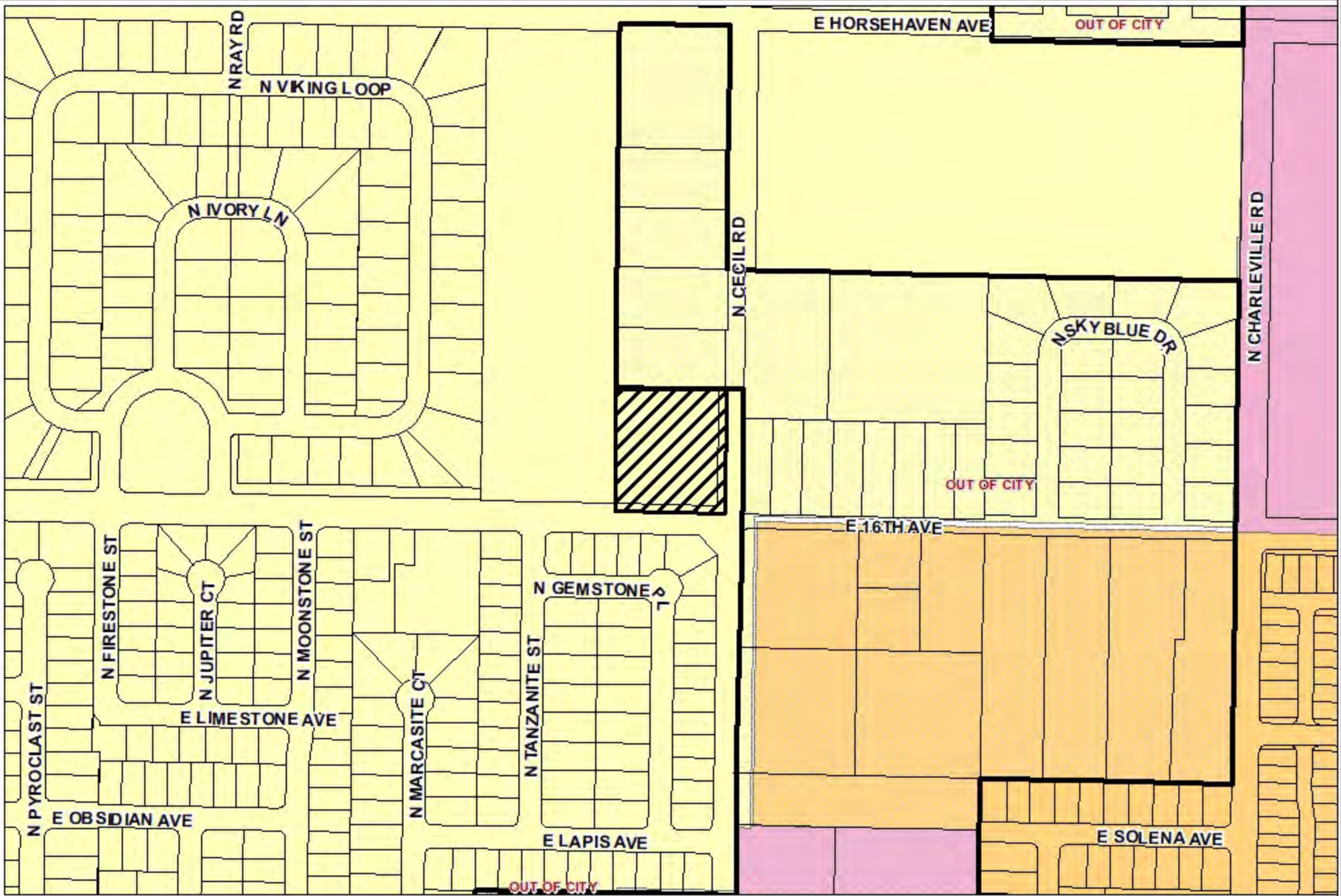


Zoning Map
 FROEHLICH ZONE CHANGE
 File # ZC-22-5








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





Future Land Use Designation
 FROEHLICH ZONE CHANGE
 File # ZC-22-5



-  City Boundary
-  Subject Site
-  Business/Commercial
-  Medium Density Residential
-  Low Density Residential





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

June 8th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Froehlich Zone Change File No. ZC-22-5

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
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

June 17, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

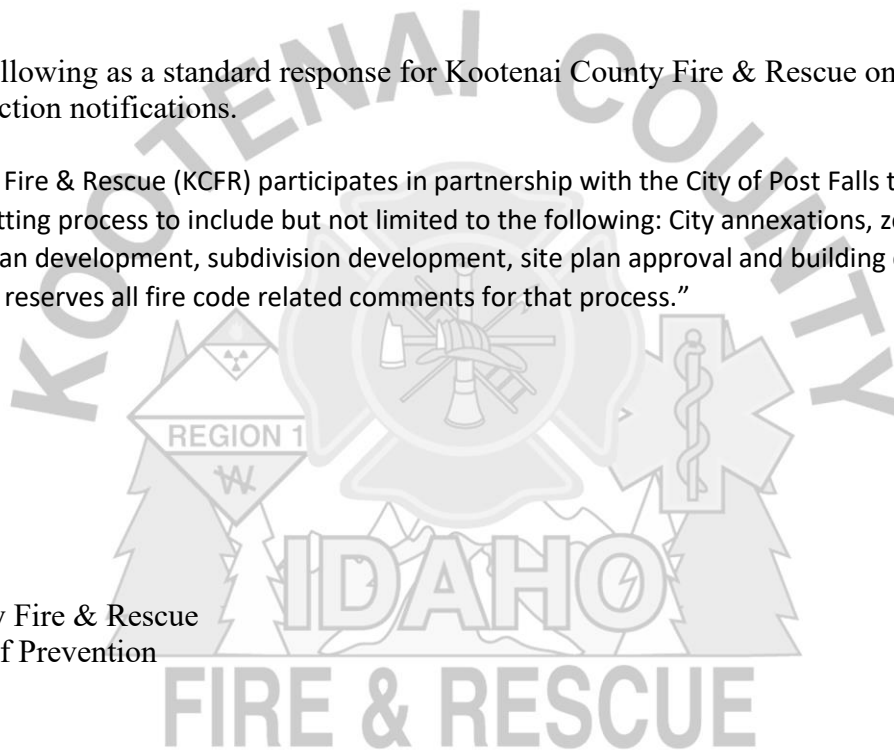
Amber,

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 of Prevention
Fire Marshal



Amber Blanchette

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Wednesday, June 22, 2022 9:12 AM
To: Amber Blanchette
Subject: RE: Froehlich Zone Change File No. ZC-22-5

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 Morning,

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: Wednesday, June 8, 2022 1:06 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; 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>; Kristen Rondo <krondo@phd1.idaho.gov>; 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>; Admin <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 <rldavis208@gmail.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: Froehlich Zone Change File No. ZC-22-5

Good afternoon,

Attached is the notice to jurisdiction for the named zone change for the Planning and Zoning Special Meeting on June 29th. 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...

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.



POST FALLS SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

June 20, 2022

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

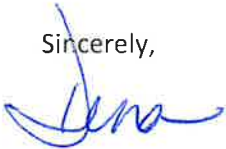
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

Treaty Rock Elementary	415	525
West Ridge Elementary	430	525
Post Falls Middle School	870	920
River City Middle School	630	750
Post Falls High School	1560	1800
New Vision High School	160	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

CITY OF POST FALLS
STAFF REPORT

DATE: June 27, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: STAFF REPORT FOR THE APRIL 12, 2022, P&Z COMMISSION MEETING
HYDRILLA ESTATES ZONE CHANGE AND SUBDIVISION
File No.: ZC-22-2 & SUBD-22-8

INTRODUCTION:

Ray Kimball, of Whipple Consulting Engineers, Inc. is requesting, on behalf of Wild Horse Investments LLC., the property owner, approval to the rezone approximately 5.37-acres from the existing Single Family Residential Suburban (R1S) zoning to the Single Family Residential (R-1) zoning district and subdivide into a total of 15 lots within the City of Post Falls (Exhibit S-1, Exhibit A-3: Initial Preliminary Plan, Exhibit A-10: Updated Preliminary Plan). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning 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 Zone Change Request. The approval criteria for establishing zoning are:

- A. Amendments to the zoning map should be in accordance with the Future Land Use Map and subdivide
- 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: HYDRILLA ESTATES ZONE CHANGE AND SUBDIVISION
File No.: ZC-22-2 & SUBD-22-8

Owner(s): Wild Horse Investments, LLC., 14899 W. Stub Ave., Rathdrum, ID 83858

Applicant: Ray Kimball, Whipple Consulting Engineers, Inc, 21 S. Pines Rd., Spokane Valley, WA 99206

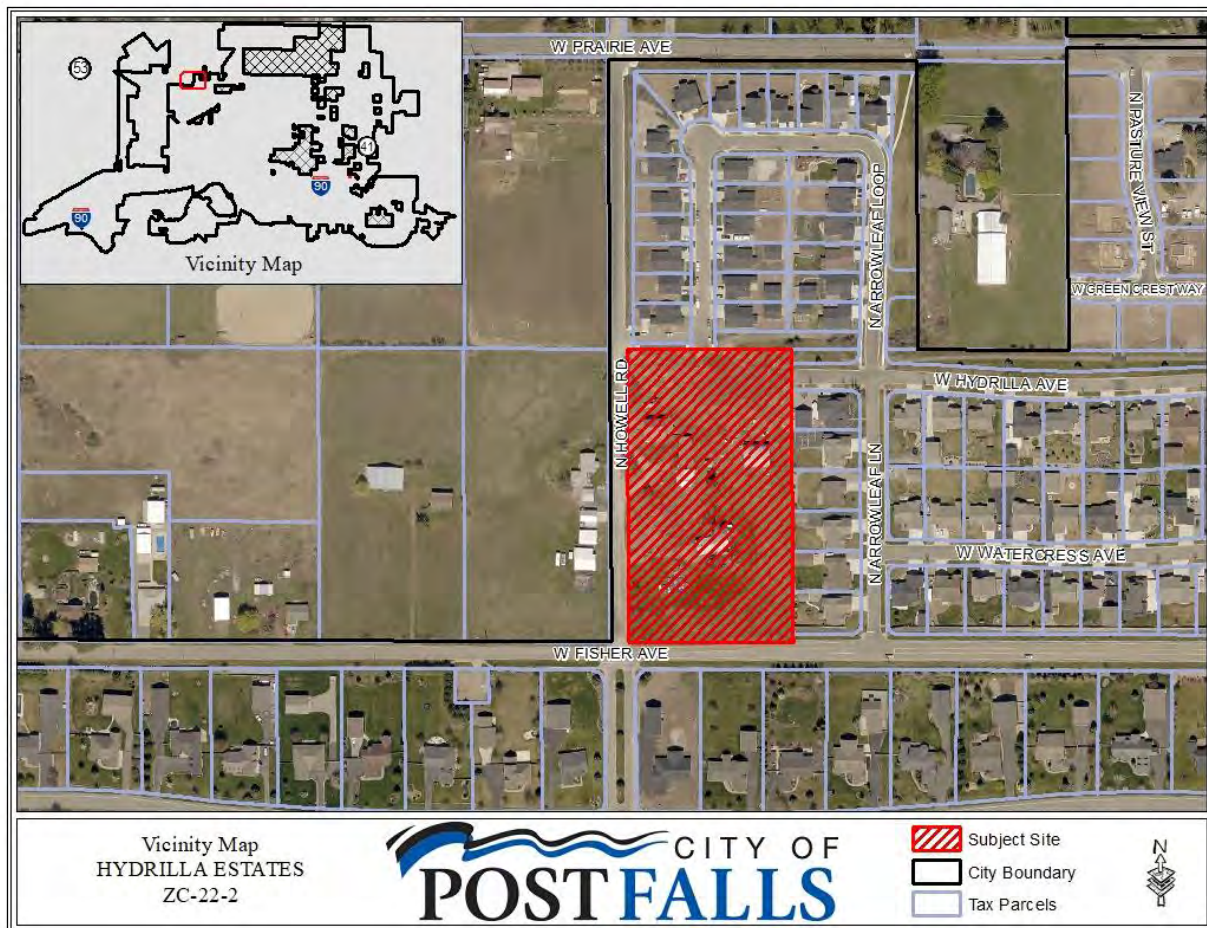
Project Description: Proposal to the rezone approximately 5.37-acres from the existing Single Family Residential Suburban (R1S) zoning to the Single Family Residential (R-1) zoning district and subdivide into a total of 15 lots within the City of Post Falls.

Project Location: The property is generally located on the northeast corner of the intersection of W. Fisher Avenue and N. Howell Road.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located north of the project site, are single family residential properties within the Arrowleaf Estates Subdivision. Adjacent to the site on the east are single-family residential homes within the Craftsman at Meadow Ridge Subdivision. The properties to the south and across from W. Fisher Ave. consist of Single-Family Residential homes within the Prairie Meadows Subdivision. To the west of the project site, across N. Howell Rd., are larger 5 acres residential tracts within an unincorporated portion of Kootenai County.

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

The following section provides the staff analysis pertaining to the Zone Change Application. 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 **Low Density Residential**. This category encompasses all types of single-family residential uses up to eight dwelling units per acre and supports land uses such as parks, schools, and public facilities. Densities may vary as appropriate to location, street, and infrastructure capacities, planned development patterns and compatibility with existing development.

Implementing Zoning Districts: R-1-S, **R-1**, R-2, RM, SC3, Per Focus Area

The Central Prairie area states the following:

Development trends in the Central Prairie area have been focused on addressing single-family housing needs. But with land values increasing, new projects are more likely to integrate higher density housing with community amenities to broaden their appeal to buyers. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities. Prairie Avenue's role as a major east/west connecting corridor may spur interest in commercial use development. The following items affirm or guide development of key policies for this area, or suggest future action items for the Central Prairie focus area:

- Focus multi-family along Prairie Avenue;
- Focus commercial development along Prairie Avenue and near identified commercial nodes;
- **Support provisions for a variety of housing types and densities;**
- Focus provisions for commercial uses along 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 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. Impact fees paid with the issuance of building permits assists with this goal.

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: 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 design standards for the proposed limited commercial and residential uses.

- 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 along the property's southern boundary within Fisher Avenue. 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 currently does not have the capacity to provide service to the site under the current zoning or under the proposed zoning. The City is scheduled to make improvements to the adjoining sewer system and downstream Fisher Lift Station in 2024, with improvements being available for use in 2025. The City would be willing to serve to the property with the existing or requested zoning classifications upon completion of the Fisher Lift Station Capacity improvements. 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 the East Greenacres Irrigation District.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to Fisher Avenue, a classified Minor Collector; and Howell Road, a Residential Collector. The property is located 660 feet south of Prairie Avenue, a classified Principal Arterial and Critical Arterial Corridor. Dedications of rights-of-way and easement would be required, at the time of site development.

Future traffic patterns to/from this site are benefitted from the proximity to adjoining roadways that would distribute traffic from the subject site and have limited impacts to neighboring developed residential neighborhoods. The proposed zone change would not have a negative impact on the surrounding transportation systems.

- 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: This site is currently undeveloped and 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: The propose single family residential (R1) zoning could allow for more housing types and price levels than the existing single family residential suburban (R1S) zoning.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Staff Comment: Additional rights-of-way along W. Fisher Avenue and N. Howell Road will be required with development of this property. Additionally with development, the necessary road improvements along W. Fisher and N. Howell will be required making this a safer corridor for the general public.

Policy 27: Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.

Staff Comment: Existing multi-use paths and sidewalks will be extended as part of the development of this site.

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: Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are

required. Additionally, street trees, 1 per lot per frontage will be required with the associated residential subdivision.

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 and 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 property is adjacent to Fisher Avenue, a classified Minor Collector, and Howell Road, a Residential Collector. The property is located 660 feet south of Prairie Avenue, a classified Principal Arterial and Critical Arterial Corridor. Dedications of rights-of-way and easement would be required, at the time of site development.

Future traffic patterns to/from this site are benefitted from the proximity to adjoining roadways that would distribute traffic from the subject site and have limited impacts to neighboring developed residential neighborhoods. The proposed zone change would not have a negative impact on the surrounding transportation systems.

Water and Sanitary Sewer:

Staff Comment: Sanitary Sewer for the location is located along the property's southern boundary within Fisher Avenue. 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 currently does not have the capacity to provide service to the site neither under the current zoning nor under the proposed zoning. The City is scheduled to make improvements to the adjoining sewer system and downstream Fisher Lift Station in 2024, with improvements anticipated as being available for use in 2025. The City would be willing to serve to the property with the existing or requested zoning classifications upon completion of the Fisher Lift Station Capacity improvements. Existing capacity is not a guarantee of future service.

In 2022, the City will be installing "temporary" improvements at the Fisher Lift Station to facilitate the accommodation of additional flows from changes in the City's operation of the water reclamation facilities (removal of the Grayling Estates and Prairie Falls II Lift Stations). The "temporary" improvements are not sufficient to accommodate additional development within the Fisher Lift Stations Service basin, beyond what has been previously approved.

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

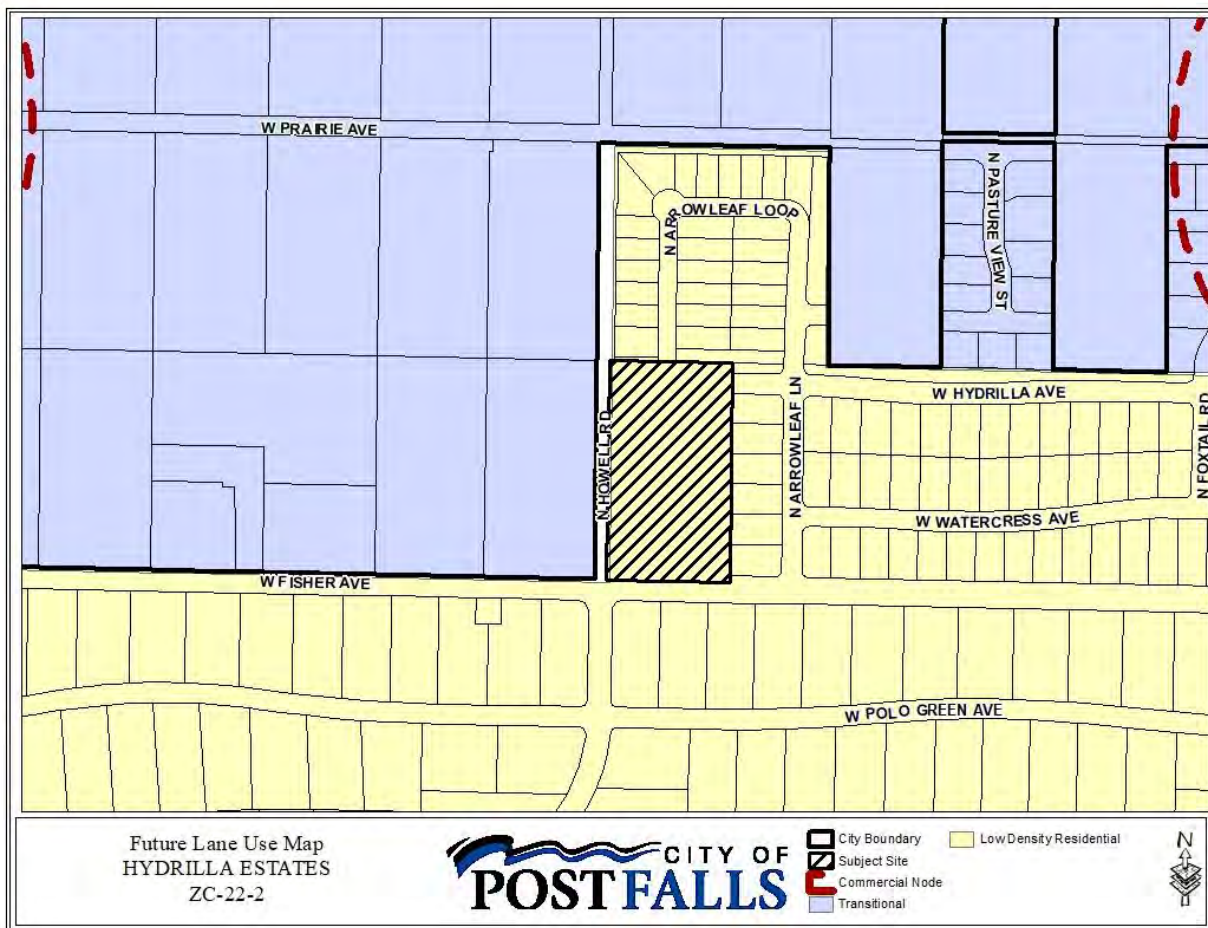
Water would be serviced by the East Greenacres Irrigation District.

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 stated in Policy 2.



Community Plans: None

Geographic/Natural Features:

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

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

Staff Comment: Fisher Ave. is classified as a minor collector and N. Howell Road is a residential collector. Both roads should accommodate the proposed residential use.

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.

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

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 will be provided by the East Greenacres Irrigation District. Staff as received a will serve letter from the water district stating they have the capacity and willingness to serve this site.

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: Sanitary Sewer for the location is located along the property's southern boundary within Fisher Avenue. 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 currently does not have the capacity to provide service to the site neither under the current zoning nor under the proposed zoning. The City is scheduled to make improvements to the adjoining sewer system and downstream Fisher Lift Station in 2024, with improvements being available for use in 2025. The City would be willing to serve to the property with the existing or requested zoning classifications upon completion of the Fisher Lift Station Capacity improvements. Existing capacity is not a guarantee of future service.

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

Staff's Response: The subdivision and proposed layout show connection to existing Hydrilla Ave. and extension of Arrowleaf Loop to Fisher Ave. When Arrowleaf Estates was constructed, W. Chapel Meadow Tr. was provided as a "temporary" connection until such time that Hydrilla Ave. could be extended to Howell Rd. Provision of the extension of Hydrilla Ave. to Howell Rd. is needed to provide additional roadway circulation. With the extension of Hydrilla Ave., W. Chapel Meadow Tr. (which exists within an easement only and does not comply with City roadway standards) will need to be removed.

With the revision of extension of Hydrilla Ave. to Howell Rd., the project 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 shall comply with City Standards.

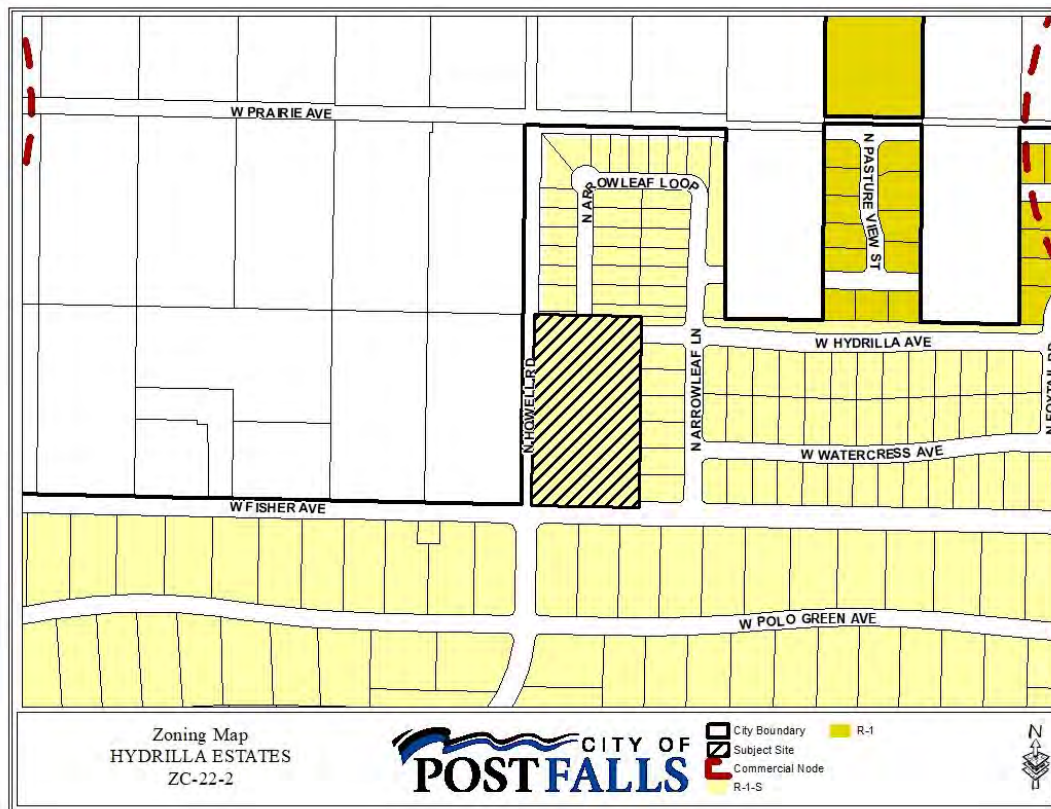
Direct access from residential lots to Howell Rd. or Fisher Avenue will not be allowed.

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: The applicant identified within their narrative the presence of fill dirt on the site and referred to a geotechnical study that had been conducted on the site. A copy of the geotechnical report shall be supplied to the City for review and comment. All non-certified fill areas or other hazards shall be mitigated in conformance with the geotechnical study, after acceptance and concurrence by the City Engineer.

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, and streets.

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)** – Reserves comments for the permitting process.
- **Idaho Department of Environmental Quality (Exhibit PA-3)** – Provided general comments for the construction phase.
- **Post Falls School District #273 (Exhibit PA-4)** – Remains neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

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 Zone Change. Accompanying the Zone Change Request 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 Hydrilla Estates 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 by the City Council.
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.
8. Direct access from residential lots to Howell Rd. and/or Fisher Ave. 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 Howell Rd. and Fisher Ave., including all landscaping, irrigation, and removal of snow from sidewalks and trails.
10. W. Hydrilla Ave. shall be extended to intersect with Howell Rd.
11. Construction of the Subdivision cannot commence until the City of Post Falls completes reconstruction of the Fisher Ave. Lift Station, estimated completion 2025, temporary capacity improvements being constructed in 2022 will not provide sufficient additional capacity to accommodate development other than City's system modifications.
12. The geotechnical study referenced by the applicant in their narrative shall be supplied to the City for review for review and approval. Site mitigation shall be completed in conformance with the approved geotechnical study.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1a	Zone Change Application
Exhibit A-1b	Subdivision Application
Exhibit A-2	Narrative
Exhibit A-3	Initial Preliminary Plan
Exhibit A-4	Utility Plan
Exhibit A-5	Will Serve
Exhibit A-7	Auth Letter
Exhibit A-8	Title Report
Exhibit A-9	Warranty Deed
Exhibit A-10	Finalized Preliminary Plan

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 PA-4	PFSD Comments

Zone Change (Map/Text Amendment)

136 – HYDRILLA ESTATES



Expiration Date

Active



ZC-22-2



Details

Submitted on Apr 7, 2022 at 3:13 pm



Attachments

8 files



Activity Feed

Latest activity on May 3, 2022



Applicant

Raymond Kimball



Location

Point Location: 47.7423, -116.9691

Timeline

Add New

Application & Mailing/Notice Fees

Paid Apr 11, 2022 at 9:29 am



Completeness Review

Completed Apr 12, 2022 at 10:30 am



GIS Review

Completed Apr 19, 2022 at 11:30 am

Apr 17



Parks Review

Completed Apr 21, 2022 at 12:01 pm

Apr 24



Maps Created

Completed May 3, 2022 at 12:42 pm



Staff Report

In Progress



Engineering Review



Review



Polygon Creation

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

40

Applicant Information

Applicant Type *

Engineer

Applicant Name *

Ray Kimball

Phone *

509.893.2617

Email *

rkimball@whipplece.com

Address *

21 S. Pines Rd

City, State & Zip Code

Spokane Valley, WA 99206

Owner Information

Name *

Mike Stegmann

Company

Wild Horse Investments, LLC

Phone *

314.753.6622

Email *

mike@stegmans.us

Address *

14899 W. Stub Ave

City, State & Zip Code

Rathdrum, ID 83858

Amendment Information

New Field

Description of Project/Reason for Request *

Zone Change from R1S to R1

Tax Parcel Number

P-2940-28-077-AA

Existing Zoning

R1S

Adjacent Zoning

R1S-PUD

Current Land Use

Residential

Adjacent Land Use

Residential

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. *

✔ Raymond Kimball
Apr 7, 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. *

✔ Raymond Kimball
Apr 7, 2022

 **Expiration Date**
Active
⋮

SUBD-22-8



Details

Submitted on Apr 7, 2022 at 3:28 pm



Attachments

9 files



Activity Feed

Latest activity on Apr 12, 2022



Applicant

Raymond Kimball



Location

3704 N HOWELL RD, POST FALLS, ID 83854



Timeline

Add New ▾

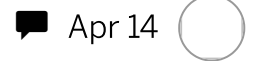
Custom Payment

Paid Apr 8, 2022 at 10:45 am



Completeness Review

On Hold



Completeness Review

In Progress



Schedule for Public Hearing

In Progress



Staff Report

Review



GIS Review

Review



Maps created



Review



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 * ?

Application Information

Did a Subdivision Pre-app take place? *

Yes

Applicant Type *

Engineer

Proposed Subdivision Name *

Hydrilla Estates

Number of Lots *

15

Size of Site

5.37

Average Size of Lots

10,761

Existing Zoning

R1S

Adjacent Zoning

R1S

Current Land Use

Residential

Adjacent Land Use

Residential

Density

2.79

Description of Project *

15 lot single family subdivision to accompany a R1S to R1 zone change

Site Information

Comprehensive Plan Designation
Low Density Residential

Location of Proposed Access to Site
Fisher Ave, Hydrilla Ave, Arrowleaf Loop

Street(s) Serving the Project (provide ROW and pavement width)
Hydrilla/Arrowleaf 65' ROW/32' paved. Fisher 80' ROW/44' paved.

Size & Point of Water Connection
Hydrilla-8", Arrowleaf-8", Fisher-12"

Size & Point of Sewer Connection
Fisher-12"

Name & Location of Nearest School
Westridge Elementary

Location of, and Distance to, Nearest Fire Station or Sub-Station
3.5 miles to the Central Fire Station

Physical Description of Site (topography, cover, features)
Rolling with a single family dwelling, outbuildings, and pasture

Any Physical Limitations? (Rock outcrops, Slope, etc.)
No

Owner Information

Name *

Mike Stegmann

Company

Wild Horse Investments, LLC

Phone *

314.753.6622

Email *

mike@stegmans.us

Address *

14899 W. Stub Ave

City, State, Zip Code

Rathdrum, ID 83858

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. *

 Raymond Kimball
Apr 7, 2022



Whipple Consulting Engineers, Inc.

Hyrdilla Estates Zone Map Amendment and Subdivision

The site of the proposed Zone Map Amendment and Subdivision is located in the Northeast $\frac{1}{4}$ of Section 26, T51N, R5W at 3704 N Howell Road. The property consists of one parcel with two residences and several outbuildings. The applicant is requesting a Zone Map Amendment from R-1-S to R-1 zoning and subdivision into 15 single family lots. See below for a Vicinity Map.

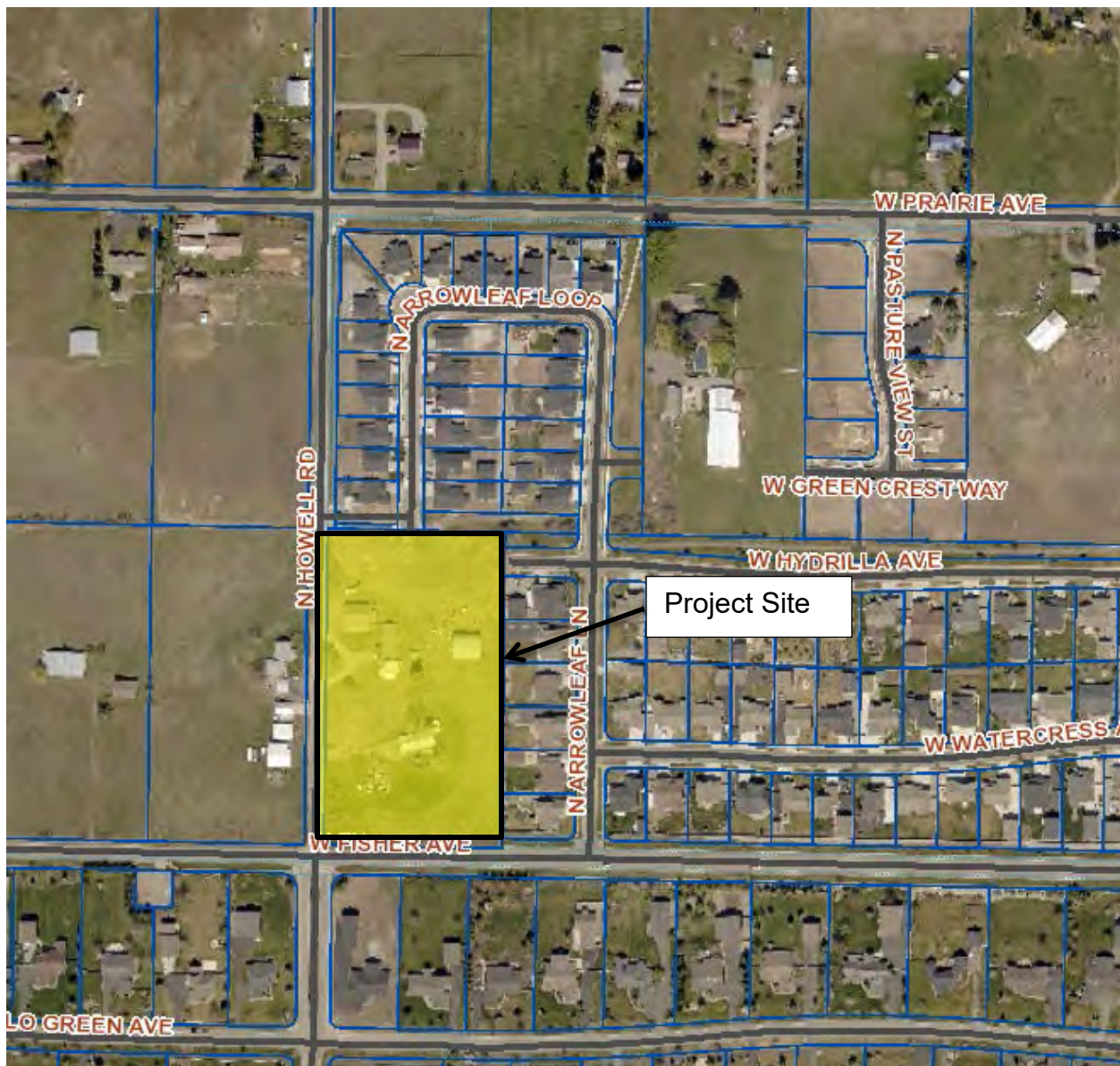


Figure 1: Vicinity Map

The subject property consists of a 5.37 acre parcel located at the Northeast corner of Fisher Avenue and Howell Road. The Arrowleaf Estates Subdivision is located directly to the north. The Craftsman at Meadow Ridge subdivision is located immediately to the east. The Meadows subdivision is located across Fisher to the south, and large lot residential properties are located across Howell to the west.

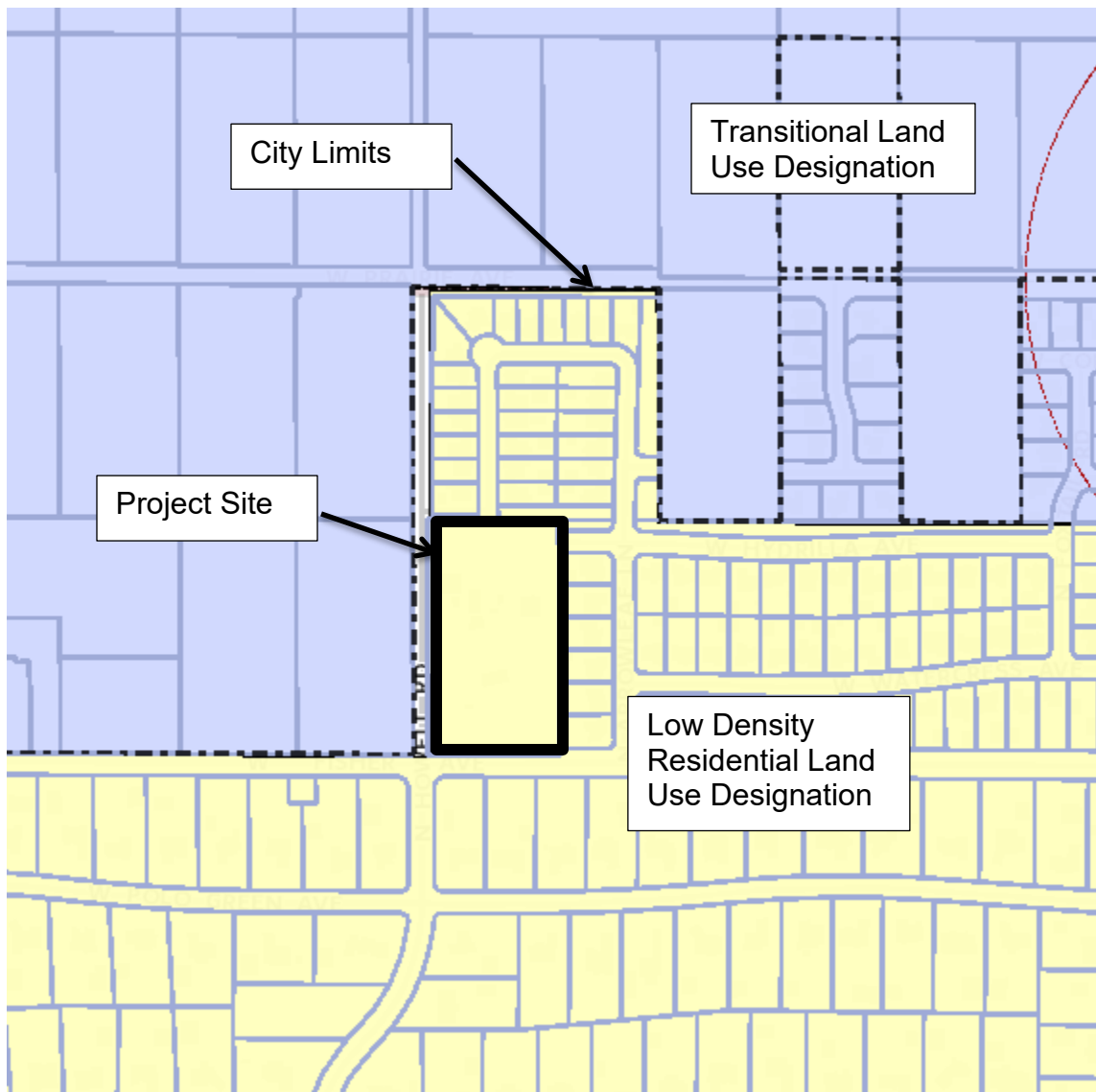


Figure 2: Future Land Use Map

Zoning:

As shown on the future land use map, the property has a low density residential land use designation. This is consistent with the surrounding development patterns and a zone map amendment with an R-1 Zoning is consistent with both the nearby zoning as well as the future land use map. It's important to note that although the adjacent properties are zone R-1-S, they are not developed as 1 acre parcels, but rather at anywhere between 2.0 and 2.79 units per acre as can be seen in figure 3 below.

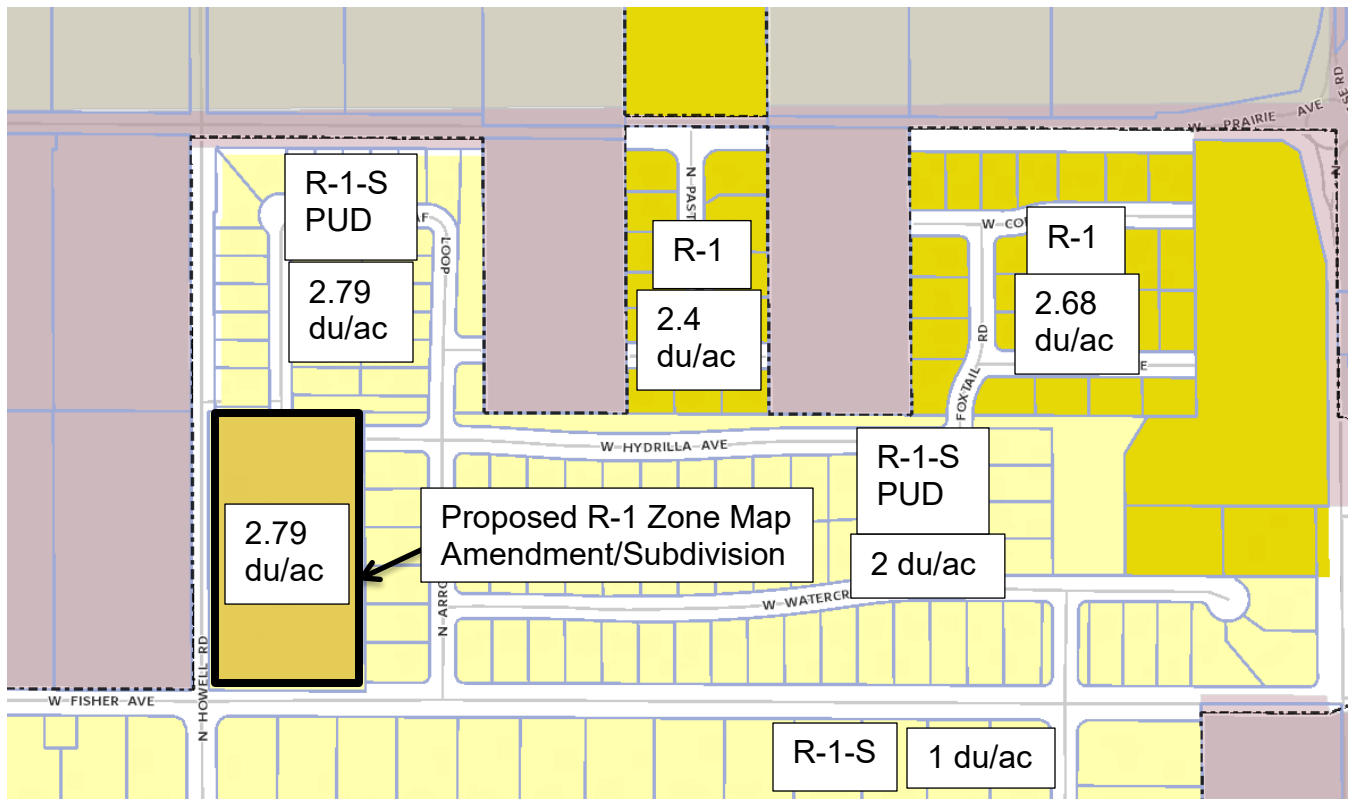


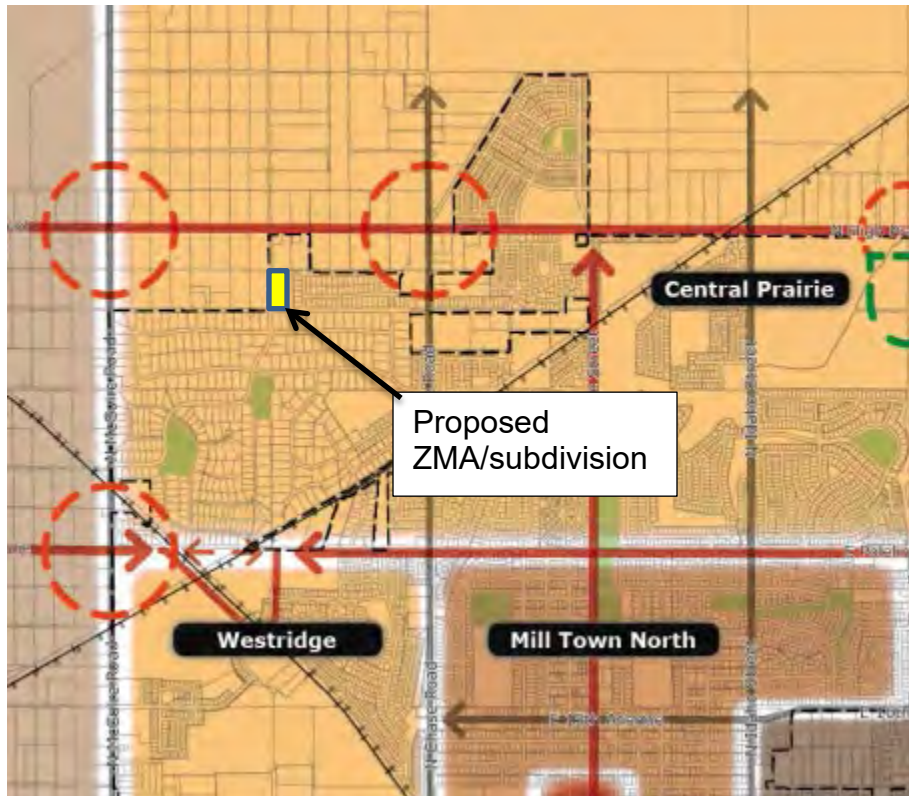
Figure 3: Zoning Map

When residential zoning is considered, it's important to consider both the existing and future surrounding environment. The existing single family residential subdivisions to the north and east of the property has lot sizes in conformance with the R-1 zoning and the county property to the west of the subject site will likely follow suit at some time in the future.

Comprehensive Plan Analysis:

This property is located within the Central Prairie focus area. This area has long been an area where single family residential has been the predominant housing type. The comprehensive plan describes it as follows: "To date, development trends in the Central Prairie area have been

focused on addressing single-family housing needs. But with land values increasing, new projects are more likely to integrate higher density housing with community amenities to broaden their appeal to buyers. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities.”



The proposed zone map amendment and subsequent subdivision plan will provide for quality housing similar to the adjoining subdivisions, but more importantly will create an important infill development that completes a street and pedestrian trail network for the local community.

Section 18.20.100 of City code requires that Zone Map Amendments be in conformance with the future land use map. As shown in figure 2, the future land use map designates this area to be Low Density Residential which encompasses all types of single family residential uses. The requested R-1 zone is an implementing zoning district in Low Density Residential.

According to the Comprehensive Plan Low Density Residential “encompasses all types of single family residential uses up to eight dwelling units per acre... Densities may vary as appropriate to location, street and infrastructure capacities, planned development patterns, and compatibility with existing development.” As zoned today, the development would be limited to 5 single

family lots fronting on Howell, which would not allow for the connection or extension of either Hydrilla Ave or Arrowleaf Loop. The lot sizes would be triple the size of the adjoining lots and it would NOT fit the existing development pattern. By changing the zoning to R-1 and approving the subdivision as presented, the neighborhood development pattern will remain consistent and the pedestrian and vehicle transportation network will be made whole.

That same section of code also states that a zone map amendment shall be in conformance with the goals and policies found in the Post Falls Comprehensive Plan. The proposed zone map amendment and subdivision complies with the City's adopted comprehensive plan as follows (*policy goal in italics*):

Land Use:

G.01 Grow and Sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

The housing/land development sector provides an important business base for many small businesses within our community. It not only provides jobs, but also provides much needed housing to support recruitment of larger out of the area companies that may be looking to relocate to our community.

G.03 Maintain and improve Post Falls' small town scale, charm and aesthetic beauty.
The discussion in the comprehensive plan around this goal as it relates to residential development focuses on providing and retaining "lower-scale, walkable, small lot development patterns common in early Post Falls." The proposed zone map amendment and subdivision will provide exactly that, lower scale, walkable, small lot development.

G.05. Keep Post Falls' neighborhoods safe, vital, and attractive.
The proposed R-1 single family zoning and subdivision is intended to provide a safe and vibrant neighborhood ideal for the residents of Post Falls. Sidewalks will provide a safe pedestrian environment, and the connection of the streets to adjoining properties will allow for this neighborhood to grow in an orderly manner. Impact fees collected at building permit will provide for acquisition and construction of parks, off site transportation infrastructure, and public safety needs.

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 residential housing mix in Post Falls is very diverse, but currently extremely limited in availability. A shortage in available and developable land coupled with an increase in demand has resulted in a sharp increase in home prices. High prices and limited availability make it difficult for the City to attract high paying employers to our community. Development of this property will increase the supply of available lots/homes which in turn supports the community need for mid-range housing.

Utilities and Access:

Primary access to this property will be from an extension of Arrowleaf Loop which extends from the existing terminus on the north side of the property, south to Fisher Avenue. Connectivity to the east will be provided by connecting to Hydrilla Avenue where it exits the Craftsman at Meadow Ridge Subdivision. Both streets are considered local access streets. Howell Road is currently a dirt road and will be upgraded to a paved local road section in accordance with City standards. Fisher Avenue is considered a minor collector street within the City's Transportation Master Plan and will be widened accordingly. Additionally, the construction of the subdivision will allow for the completion of the pathway network by connecting the current dead ends located on both Fisher and Howell.

Both water and sewer mains are located in Fisher Avenue. The Sewer will be extended north into the property from Fisher Ave. At this time, the Fisher Avenue lift station has capacity for the project, but that capacity will need to be upgraded when the Grayling Estates lift station and the Prairie Falls 2 lift station are taken off line. These capacity upgrades are both budgeted and planned as part of the City's capital improvement plan and should not affect the development of this property. Water will be supplied by East Greenacres Irrigation District and a 12" water main is located in Fisher Avenue to provide domestic water to the property. Water connections will also be made where the streets connect to Hydrilla Avenue and Arrowleaf Loop. Dry utilities are also located on the property and available to serve any future development on site.

Subdivision:

As shown on the attached subdivision plan, the proposed subdivision will result in 15 single family residential lots. The lots range in size from a minimum of 9,957 sf to a maximum of 12,344 sf with the average size in the neighborhood of 10,761 sf, and all lots meet the dimensional requirements of the R-1 zoning. Arrowleaf Loop will be connected to Fisher Avenue to the south, providing a second/third exit for Arrowleaf Estates. The result will be less traffic on the eastern leg of Arrowleaf Loop. Howell Road will be widened to a half section plus ten feet, and the Fisher Ave will be widened to full width. This will provide important pedestrian connectivity, and the paving of Howell will eliminate one of the last dirt roads within the City.

There is approximately 16 feet of relief across the site, which will necessitate some earthmoving to provide flat building pads. There is also evidence that the prior owner allowed a moderate amount of uncompacted dirt to be placed on site. That dirt will be removed as part of the construction and will be disposed of or compacted in accordance with the recommendations of a geotechnical engineer.

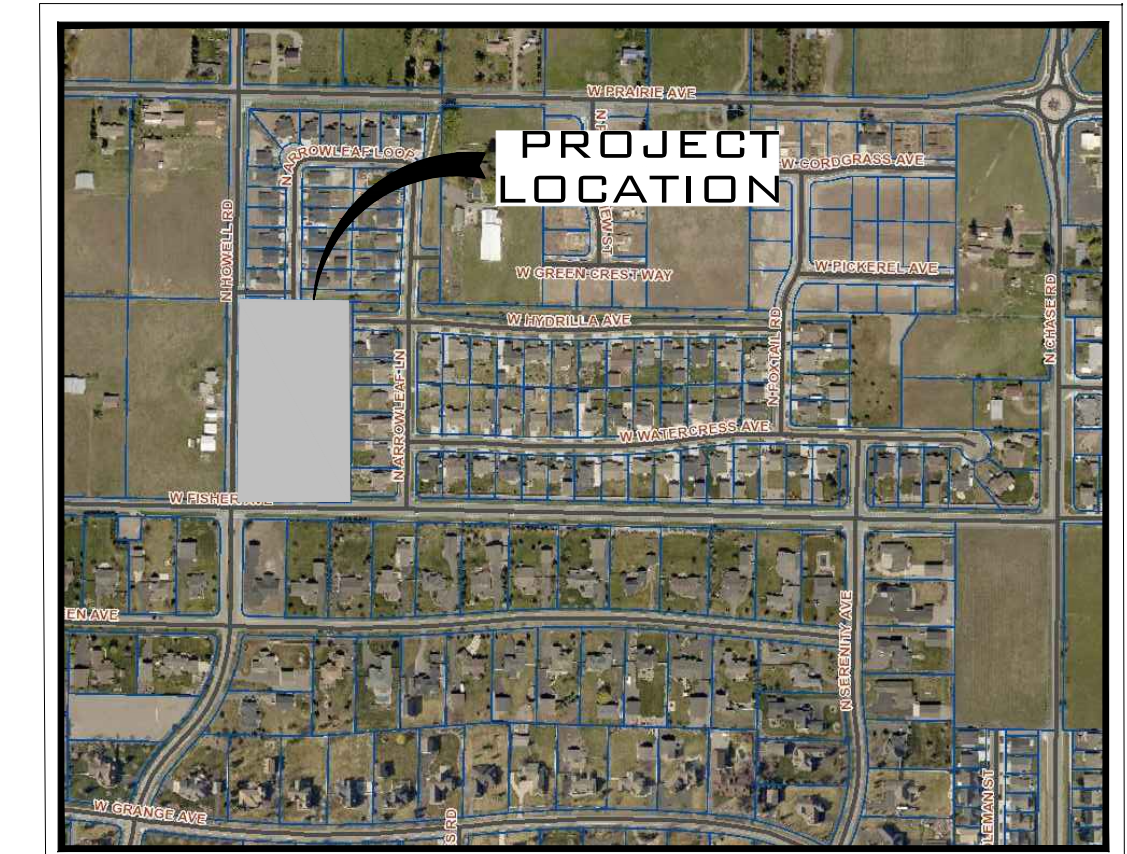
With regards to the required findings and conclusions found in the subdivision code, we address them as follows.

1. The East Greenacres Irrigation District has provided a will serve letter indicating that they have the ability to serve the subdivision.
2. The City of Post Falls can serve sewer to the property conditioned upon completing the necessary upgrades to the Fisher Lift Station. The City currently has capacity in that lift station to serve the project if the City waits until after the Fisher Lift Station upgrades are made to take the Grayling Estates and Prairie Falls II lift stations offline.
3. The proposed streets meet the cross sectional standards and connectivity standards found within the City's Transportation Master Plan.
4. The areas where "fill dirt" has been dumped on site have been identified and will be remediated per the recommendations of a geotechnical engineer.
5. If the zone map amendment is approved, the follow on subdivision meets all dimensional and use requirements found within the zoning code and subdivision code.
6. Construction of pathways, street frontage and other infrastructure will ensure that the community is spared from absorbing more than its fair share of costs to provide services. Additionally, impact fees and cap fees will mitigate any unmitigated impacts.

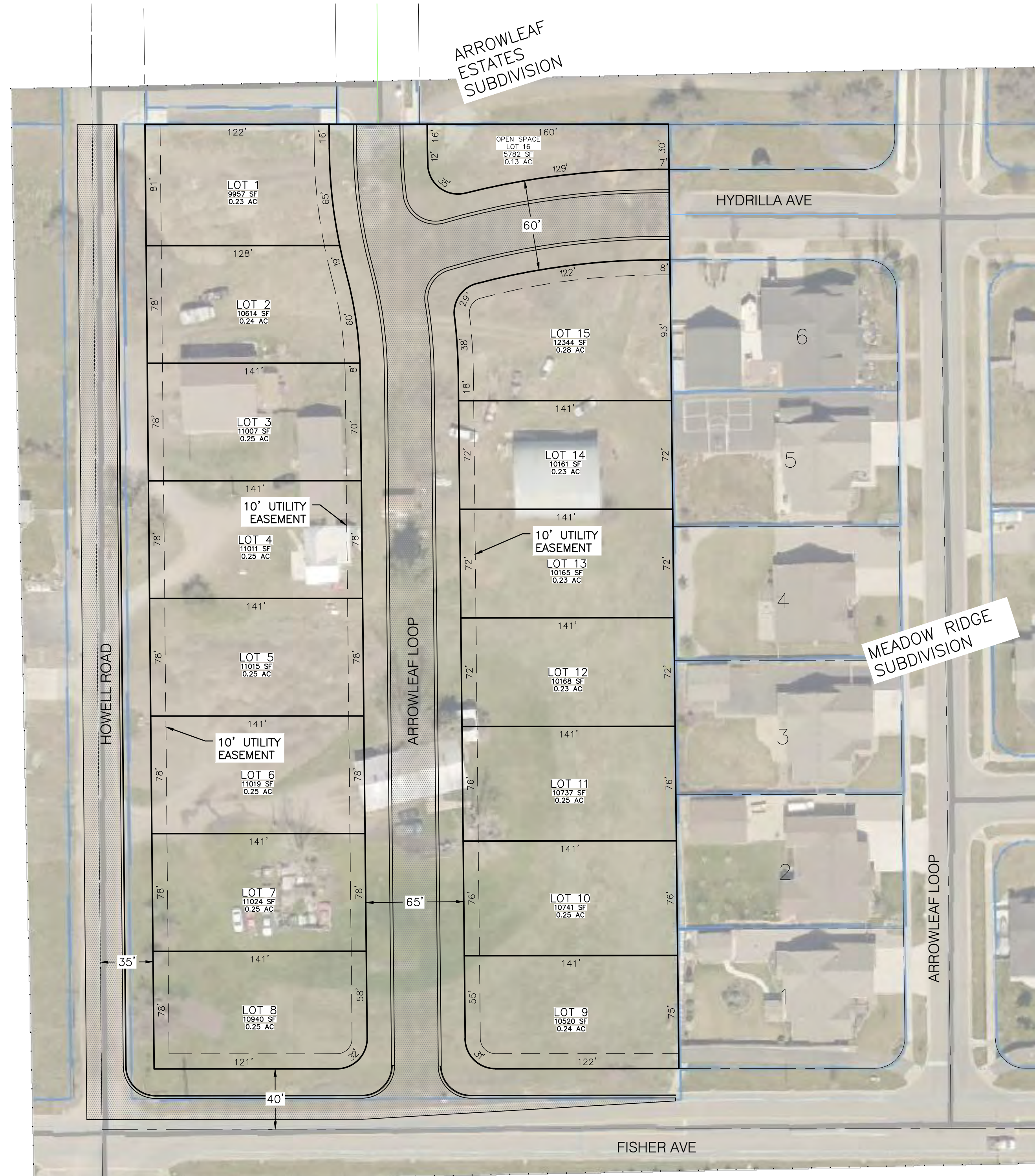
Conclusion:

The proposed zone map amendment and subdivision are both supported by the comprehensive plan as outlined in this narrative and the proposed subdivision meets the requirements of the City's subdivision ordinance, therefore we are requesting approval of both applications as presented.

PRELIMINARY SUBDIVISION PLAN HYDRILLA ESTATES POST FALLS, ID NE 1/4 SECTION 28, T. 51 N., R. 5 W., B.M.



VICINITY MAP



SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	P-3850-28-077-AA
EXISTING ZONING	R-1-S
PROPOSED ZONING	R-1
PROJECT AREA	5.37 AC
LOT AREA	3.71 AC
RIGHT OF WAY AREA	1.53 AC
OPEN SPACE AREA	0.13 AC
NUMBER OF LOTS	15
MAXIMUM LOT AREA	12,344 SF
MINIMUM LOT AREA	9,957 SF
PROPERTY DENSITY	2.79 UNITS/AC
AVERAGE LOT AREA	10,761 SF
DOMESTIC WATER	EAST GREANACRES IRRIGATION DISTRICT
SANITARY SEWER DISPOSAL	CITY OF POST FALLS
FIRE DEPARTMENT	KOOTENAI COUNTY FIRE & RESCUE
DATUM	NAVD-88

LEGAL DESCRIPTION:
 THE LAND IS DESCRIBED AS FOLLOWS:
 THAT PORTION OF TRACT 77, GREENACRES IRRIGATION DISTRICT PLAT NO. 4, ACCORDING TO THE PLAT RECORDED IN BOOK "B" OF PLATS AT PAGE 55, RECORDS OF KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF LYMAN ESTATES, ACCORDING TO THE PLAT RECORDED IN BOOK "G" OF PLATS, PAGE 216; THENCE
 ALONG THE SOUTH LINE OF LYMAN ESTATES, SOUTH 89°58'49" WEST A DISTANCE OF 280.96 FEET TO THE POINT OF BEGINNING; THENCE
 LEAVING SAID SOUTH LINE OF LYMAN ESTATES, SOUTH 00°38'02" EAST A DISTANCE OF 646.37 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF FISHER AVENUE; THENCE
 ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 89°57'26" WEST, A DISTANCE OF 362.37 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF HOWELL ROAD; THENCE
 ALONG SAID EAST RIGHT OF WAY, NORTH 00°33'32" WEST A DISTANCE OF 646.51 FEET; THENCE
 NORTH 89°58'49" EAST A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LYMAN ESTATES; THENCE
 ALONG THE SOUTH LINE OF LYMAN ESTATES NORTH 89°58'49" EAST 351.53 FEET TO THE POINT OF BEGINNING.

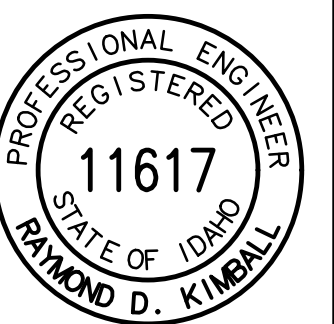
- NOTES:**
- ALL EXISTING STRUCTURES ARE TO BE REMOVED/DEMOLISHED.
 - ALL UNDOCUMENTED FILL TO BE REMOVED AND REPLACED/RECOMPACTED.

APPLICANT/ENGINEER
 WHIPPLE CONSULTING ENGINEERS
 21 S PINES ROAD
 SPOKANE VALLEY, WA 99206
 PHONE: 509-893-2617
 FAX: 509-926-0227
 CONTACT: RAY KIMBALL, P.E.

OWNER
 WILD HORSE INVESTMENTS, LLC
 14899 W. STUB AVE
 RATHDRUM, ID 83858

**City of Post Falls
Approval**

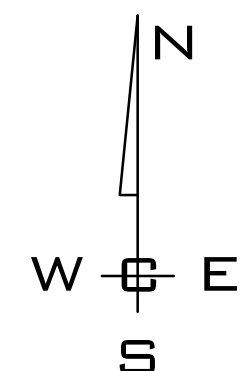
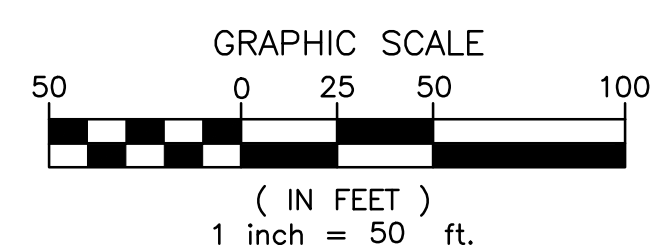
Approved By: _____
 City Engineer Date



SUBDIVISION PLAN

SCALE: 1" = 50'

NAVD - 88
BENCHMARK:



THE MEADOWS
SUBDIVISION

NO.	DATE	BY	REVISIONS

SCALE:
 HORIZONTAL:
1" = 50'
 VERTICAL:
N/A

PROJ #: 21-2917
DATE: 2/22/22
DRAWN: SLS
REVIEWED: RDK

- CIVIL
- STRUCTURAL
- SURVEYING
- TRAFFIC
- PLANNING
- LANDSCAPE
- OTHER



**HYDRILLA ESTATES
SUBDIVISION PLAN
3704 N. HOWELL
POST FALLS, ID**

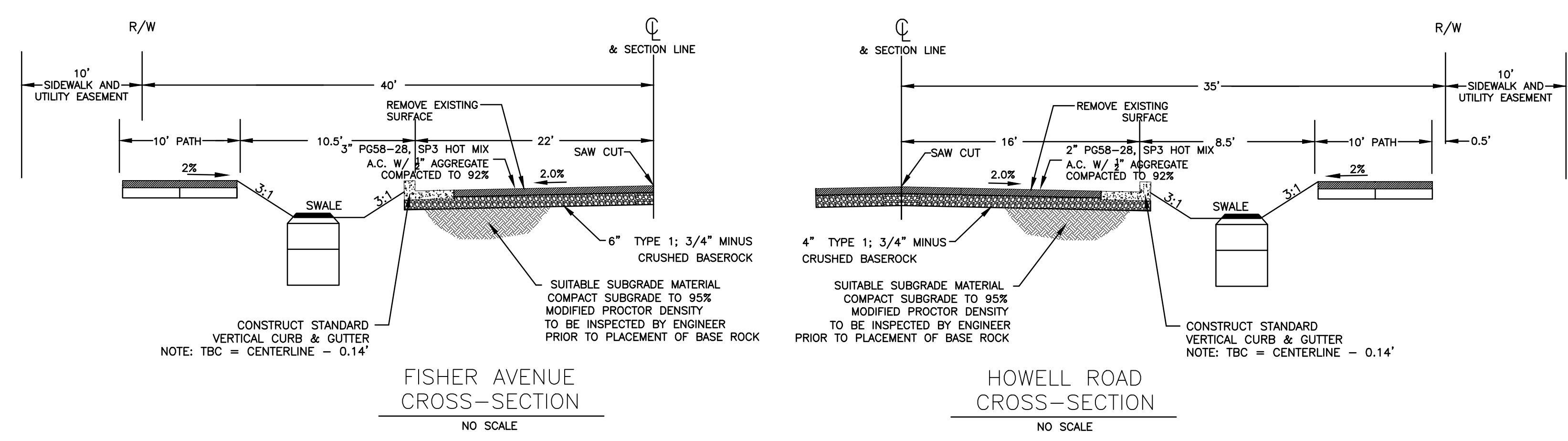
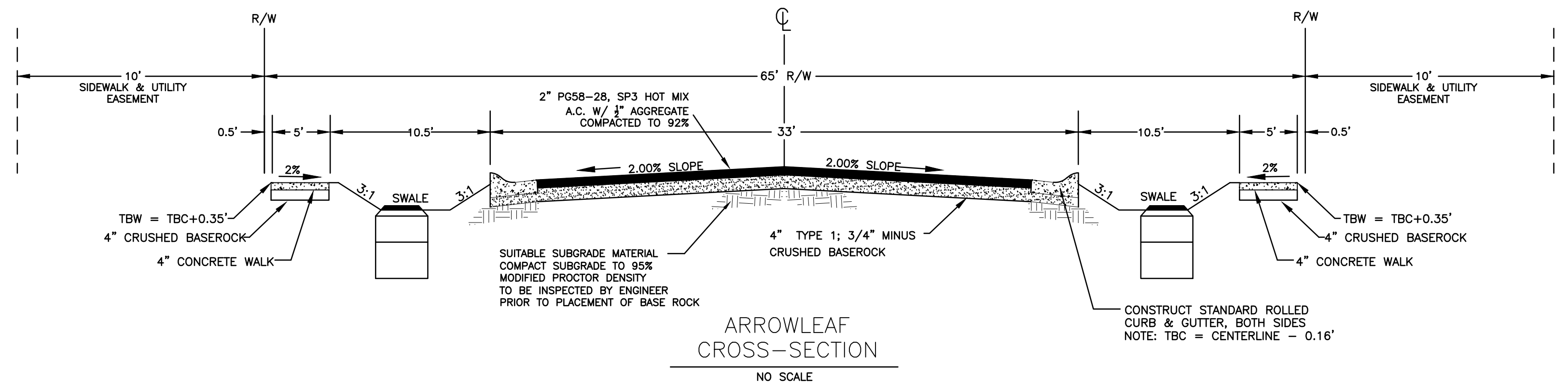
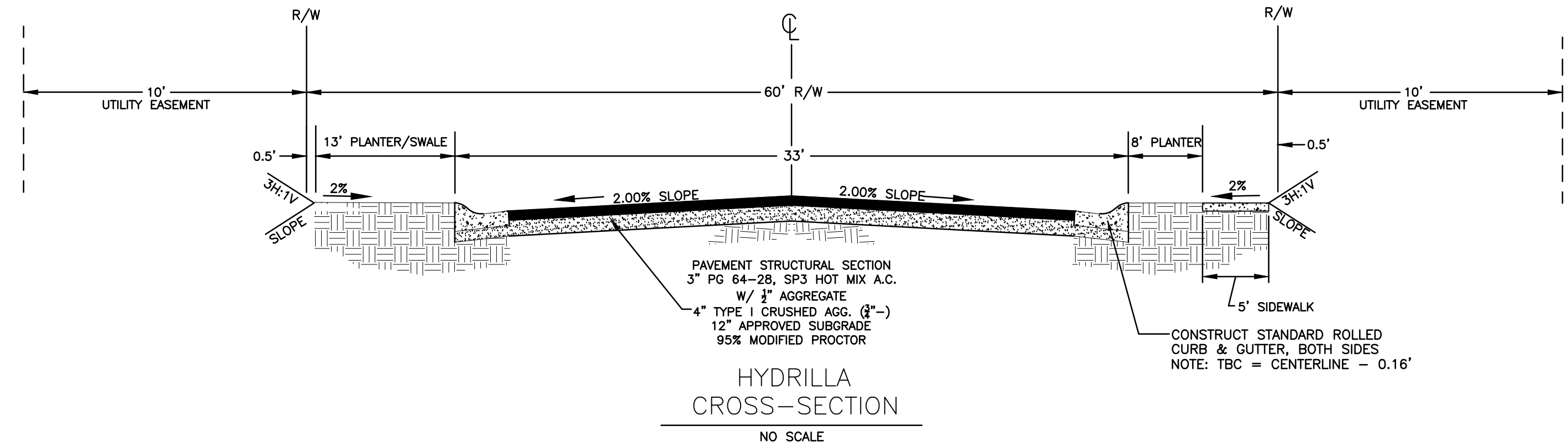
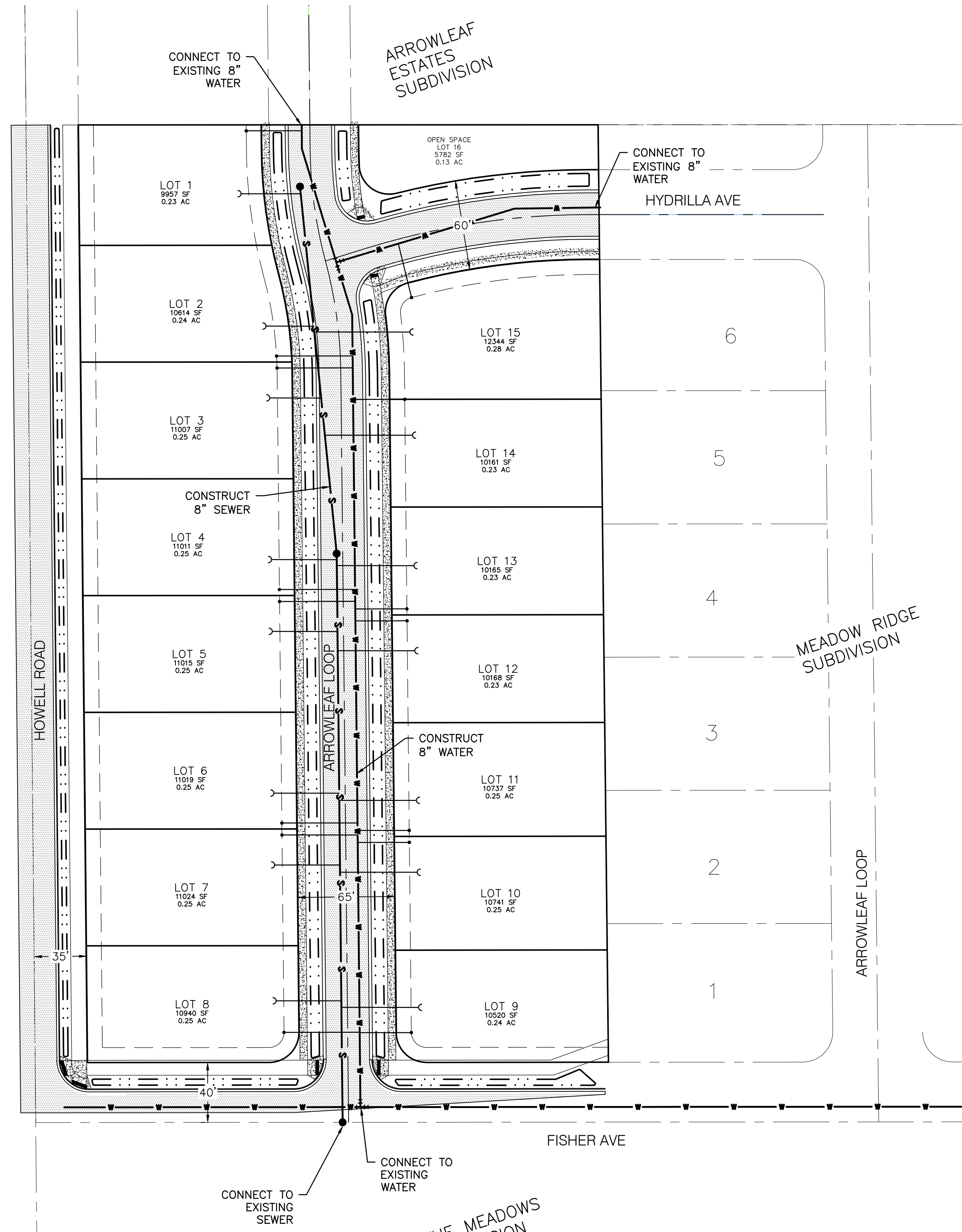
**SHEET
1 OF 2**
 JOB NUMBER
21-2917

PRELIMINARY SUBDIVISION PLAN

HYDRILLA ESTATES

POST FALLS, ID

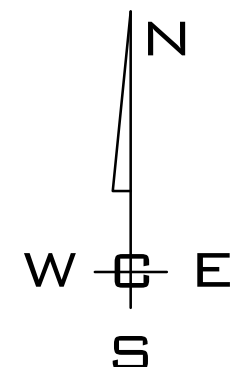
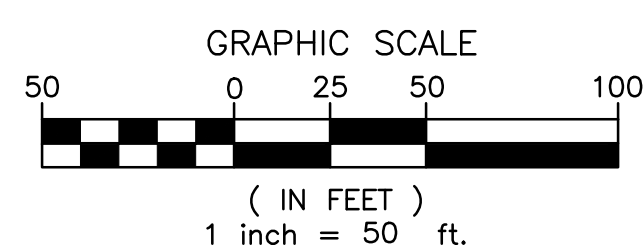
NE 1/4 SECTION 28, T. 51 N., R. 5 W., B.M.



SUBDIVISION PLAN

SCALE: 1" = 50'

NAVD - 88
BENCHMARK:



NO.	DATE	BY	REVISIONS

SCALE:
HORIZONTAL:
1" = 50'
VERTICAL:
N/A

APPLICANT/ENGINEER
WHIPPLE CONSULTING ENGINEERS
21 S PINES ROAD
SPOKANE VALLEY, WA 99206
PHONE: 509-893-2617
FAX: 509-926-0227
CONTACT: RAY KIMBALL, P.E.

OWNER
WILD HORSE INVESTMENTS, LLC
14899 W. STUB AVE
RATHDRUM, ID 83858

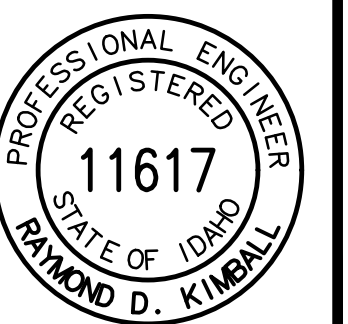
- NOTES:**
- ALL EXISTING STRUCTURES ARE TO BE REMOVED/DEMOLISHED.
 - ALL UNDOCUMENTED FILL TO BE REMOVED AND REPLACED/RECOMPACTED.



HYDRILLA ESTATES SUBDIVISION PLAN
3704 N. HOWELL
POST FALLS, ID

City of Post Falls Approval

Approved By: _____
City Engineer Date



SHEET 2 OF 2
JOB NUMBER
21-2917



EAST GREENACRES IRRIGATION DISTRICT

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

April 6, 2022

Wild Horse Investments, LLC
Attn: Mike Stegmann
14899 W. Stub Ave
Rathdrum, ID 83858
mike@stegmanns.us

RE: Hydrilla Estates Subdivision, Conceptual Approval

Dear Stegmann:

The Subject received conceptual approval by the Board of Directors during our regular scheduled meeting held April 5, 2022. The project located in the Northeast ¼ of Section 26, T51N, R5W at 3704 N Howell Road. 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 15 lot residential subdivision conditional upon final review, and acceptance of the project drawings.

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

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

Sincerely,

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

Ron Wilson
District Manager
ron@eastgreenacres.org

RW/MP

cc: Mike Stegmann – mike@stegmanns.us
Ray Kimball – rkimball@whipplece.com

April 6, 2022

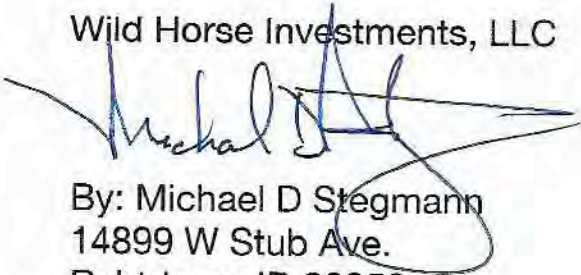
Re: 3666 N. Howell / Hydrilla Estates

To Whom It May Concern:

Ray Kimball of Whipple Consulting Engineers has my authorization to apply for and discuss land use application on my behalf.

If you have any questions please feel free to contact me.

Wild Horse Investments, LLC

A handwritten signature in blue ink, appearing to read "Michael D Stegmann", with a large, sweeping flourish extending to the right.

By: Michael D Stegmann
14899 W Stub Ave.
Rahtdrum, ID 83858

314-753-6622
mike@stegmanns.us

COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a(n) Washington corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 5 business days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
- (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 417463

SCHEDULE A

Escrow Officer: -
Title Officer: Sam Johnson - sam@kootenaititle.com

1. Commitment Date: March 15, 2022 at 12:00 AM

2. Policy to be issued:

a. Owner's Policy	(ALTA Owners Policy (06/17/06))	Amount:	\$10,000.00
Proposed Insured:		Premium:	\$200.00

**Purchaser with contractual rights under a purchaser agreement
with the vested owner identified at Item 4 below.**

Total:: \$200.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Wild Horse Investments, LLC, an Idaho Limited Liability Company

5. The Land is described as follows:

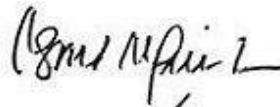
SEE SCHEDULE C ATTACHED HERETO


Commonwealth Land Title Insurance Company

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: 
Kootenai County Title Company, Inc.



By:  President

ATTEST  Secretary

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Owners Policy contemplated hereby is an ALTA standard coverage Owners Policy, in which General Exceptions 1 through 6 shall remain on the final Policy. Any requests to delete any or all of said Exceptions shall require additional approval, Requirements and/or Exceptions, and incur an additional premium.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. We find the following last deed of record:
 - A. Warranty Deed, by and between Symons Family Trust dated August 3, 1990, Doc Symons, a married man and Tina Hull, a married woman, as grantors, and Wild Horse Investments, LLC, an Idaho Limited Liability Company, as grantee, recorded December 22, 2021 as Instrument No. [2878503000](#), records of Kootenai County, Idaho.
8. We find the following address to be associated with the Land described herein:

3666 N. Howell Rd.
Post Falls, ID 83854

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
 - 1. Rights or claims of parties in possession not shown by the Public Records.
 - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - 3. Easements, or claims of easements, not shown by the Public Records.
 - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 - 5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
 - 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
 - 7. Property taxes and assessments for the year 2022, which are a lien, not yet due or payable.

Parcel No.: P385028077AA
AIN No.: 125285
 - 8. Assessments of the City of Post Falls.
 - 9. Assessments of the East Greenacres Irrigation District.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

10. Easements, dedications, conditions, restrictions, notes and provisions created by or delineated, described or otherwise set forth in the plat of Green Acres Irrigation District Plat No. 4, as recorded in Book B of Plats at Page 55, records of Kootenai County, Idaho.

11. Terms, conditions, covenants, provisions, reservations, restrictions and rights-of-way, as set forth in a Land and Water Deed by Spokane Valley Land and Water Company
Recorded: February 27, 1911
Instrument No.: [Book 42 of Deeds at Page 207 \(pg 2\)\(pg 3\)\(pg 4\)](#), records of Kootenai County, Idaho.

12. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: United States of America
Purpose: Water pipeline, turnout and appurtenances
Recorded: August 20, 1973
Instrument No.: [Book 263 of Deeds at Page 396](#), records of Kootenai County, Idaho.

Declaration of Abandonment of Easement abandoning a portion of the easement referenced above
Recorded: April 7, 1975
Instrument No.: [Book 270 of Deeds at Page 839](#), records of Kootenai County, Idaho.

13. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: United States of America
Purpose: Water pipeline, turnout and appurtenances
Recorded: September 12, 1973
Instrument No.: [Book 263 of Deeds at Page 759](#), records of Kootenai County, Idaho.

14. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: United States of America
Purpose: Water pipeline, conduit and appurtenances
Recorded: February 11, 1975
Instrument No.: [Book 270 of Deeds at Page 166](#), records of Kootenai County, Idaho.

15. Annexation Agreement Meadow Ridge Phase II Annexation, including the terms, conditions, covenants and provisions set forth therein
Recorded: December 21, 2005
Instrument No.: 2002908, records of Kootenai County, Idaho

16. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: City of Post Falls
Purpose: Public roadway, pipelines for water and sewer, and other utility lines
Recorded: December 21, 2005
Instrument No.: [2002909](#), records of Kootenai County, Idaho.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

17. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: City of Post Falls
Purpose: Public roadway, pipelines for water and sewer, and other utility lines
Recorded: December 21, 2005
Instrument No.: [2002910](#), records of Kootenai County, Idaho.

18. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: City of Post Falls
Purpose: Public roadway, pipelines for water and sewer, and other utility lines
Recorded: December 21, 2005
Instrument No.: [2002911](#), records of Kootenai County, Idaho.

19. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: City of Post Falls
Purpose: Public roadway, pipelines for water and sewer, and other utility lines
Recorded: December 21, 2005
Instrument No.: [2002912](#), records of Kootenai County, Idaho.

20. Statement of Intent to Declare Manufactured Home Real Property
Recorded: May 7, 2008
Instrument No.: [2158149000](#), records of Kootenai County, Idaho

END OF SCHEDULE B

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COMMONWEALTH LAND TITLE INSURANCE COMPANY
SCHEDULE C

The Land is described as follows:

That portion of Tract 77, GREENACRES IRRIGATION DISTRICT PLAT NO. 4, according to the plat recorded in Book "B" of Plats at Page 55, records of Kootenai County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of Lyman Estates, according to the plat recorded in Book "G" of Plats, Page 216; thence

Along the South line of Lyman Estates, South 89°58'49" West a distance of 280.96 feet to the POINT OF BEGINNING; thence

Leaving said South line of Lyman Estates, South 00°38'02" East a distance of 646.37 feet to a point on the North right of way of Fisher Avenue; thence

Along said North right of way line, South 89°57'26" West, a distance of 362.37 feet, to a point on the East right of way line of Howell Road; thence

Along said East right of way, North 00°33'32" West a distance of 646.51 feet; thence

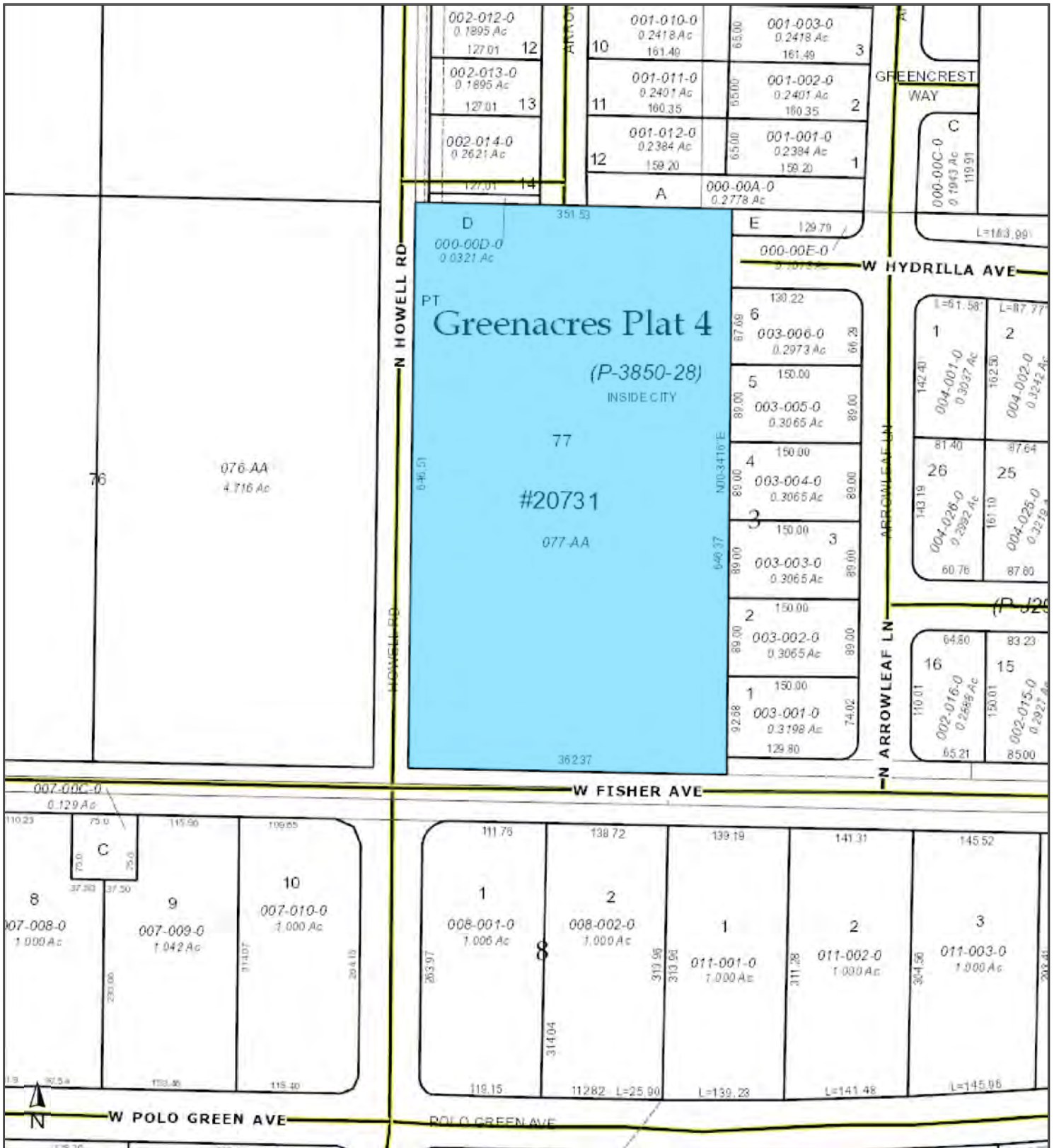
North 89°58'49" East a distance of 10.00 feet to the Southwest corner of aforementioned Lyman Estates; thence

Along the South line of Lyman Estates North 89°58'49" East 351.53 feet to the POINT OF BEGINNING.

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KT KOOTENAI TITLE
 MAKE A REQUEST FOR THE BEST
 1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814
 Phone: (208)667-9431 Fax: (208)208-666-0410

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.



File No: 414452AM

WARRANTY DEED

For Value Received

Symons Family Trust, dated August 3, 1990 and Doc Symons, a married man and Tina Hull, a married woman

The Grantor does hereby grant, bargain, sell and convey unto

Wild Horse Investments, LLC, an Idaho Limited Liability Company

Address: 14899 W. Stub Ave., Rathdrum ID 83858

The Grantee, the following described premises, in Kootenai County, Idaho, to wit:

See Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s), current taxes, levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: December 20, 2021

Symons Family Trust, dated August 3, 1990

BY: Frances Galloway Successor Co-Trustee
Frances Galloway, Successor Co-Trustee

BY: Doc Symons Successor Co-Trustee
Doc Symons, Successor Co-Trustee

Doc Symons
Doc Symons

Tina Hull
Tina Hull

STATE OF Idaho)
) ss.
COUNTY OF Kootenai)

On this 20th day of December, in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared
Frances Galloway and Doc Symons

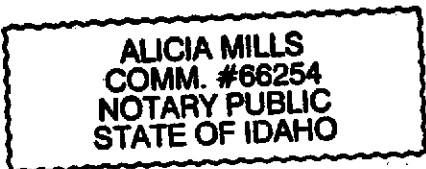
known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as Trustee(s) of
Symons Family Trust, dated August 3, 1990

and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as Trustee(s) of said Trust, and that by his/her/their signature(s) on the foregoing instrument, the Trust executed the instrument and acknowledged the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Alicia Mills

Notary Public in and for said State
Residing at: Rathdrum
Commission Expires: 09/08/2027



STATE OF Idaho)
) ss.
COUNTY OF Kootenai)

On this 7th day of December, in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Doc Symons, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein contained.

Alicia Mills

Notary Public in and for said State
Residing at: Rathdrum
Commission Expires: 09/08/2027

In witness whereof, I hereunto set my hand and official seal.

ALICIA MILLS
COMM. #66254
NOTARY PUBLIC
STATE OF IDAHO

STATE OF Idaho)
) ss.
COUNTY OF Kootenai)

On this 20th day of December, in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Tina Hull, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein contained.

Alicia Mills

Notary Public in and for said State
Residing at: Rathdrum
Commission Expires: 09/08/2027

In witness whereof, I hereunto set my hand and official seal.

ALICIA MILLS
COMM. #66254
NOTARY PUBLIC
STATE OF IDAHO

DUPLICATE

EXHIBIT A

That portion of Tract 77, GREENACRES IRRIGATION DISTRICT PLAT NO. 4, according to the plat recorded in Book "B" of Plats at Page 55, records of Kootenai County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of Lyman Estates, according to the plat recorded in Book "G" of Plats, Page 216; thence

Along the South line of Lyman Estates, South 89°58'49" West a distance of 280.96 feet to the POINT OF BEGINNING; thence

Leaving said South line of Lyman Estates, South 00°38'02" East a distance of 646.37 feet to a point on the North right of way of Fisher Avenue; thence

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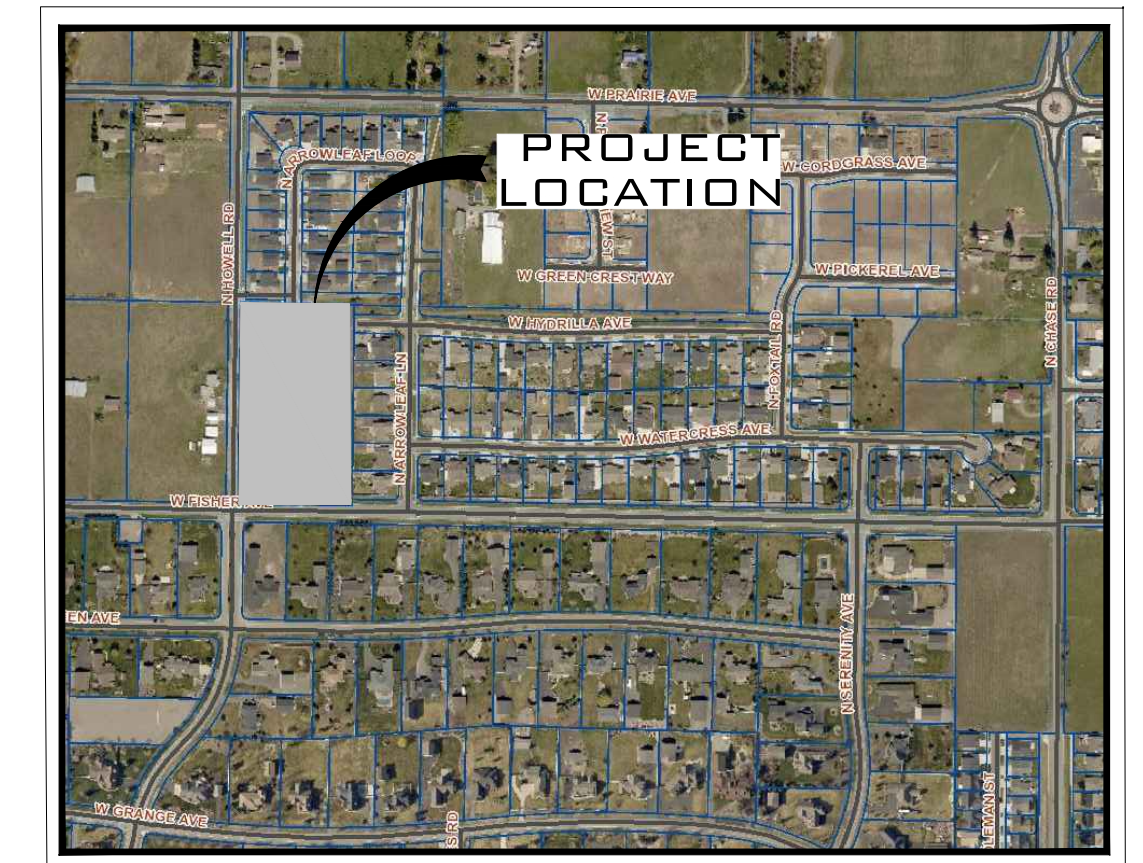
North 89°58'49" East a distance of 10.00 feet to the Southwest corner of aforementioned Lyman Estates; thence

Along the South line of Lyman Estates North 89°58'49" East 351.53 feet to the POINT OF BEGINNING.

JH
D. S. Adams

UNRECORDED

PRELIMINARY SUBDIVISION PLAN HYDRILLA ESTATES POST FALLS, ID NE 1/4 SECTION 28, T. 51 N., R. 5 W., B.M.



VICINITY MAP



SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	P-3850-28-077-AA
EXISTING ZONING	R-1-S
PROPOSED ZONING	R-1
PROJECT AREA	5.37 AC
LOT AREA	3.71 AC
RIGHT OF WAY AREA	1.53 AC
OPEN SPACE AREA	0.13 AC
NUMBER OF LOTS	15
MAXIMUM LOT AREA	12,344 SF
MINIMUM LOT AREA	9,387 SF
PROPERTY DENSITY	2.79 UNITS/AC
AVERAGE LOT AREA	10,204 SF
DOMESTIC WATER	EAST GREENACRES IRRIGATION DISTRICT
SANITARY SEWER DISPOSAL	CITY OF POST FALLS
FIRE DEPARTMENT	KOOTENAI COUNTY FIRE & RESCUE
DATUM	NAVD-88

LEGAL DESCRIPTION:
 THE LAND IS DESCRIBED AS FOLLOWS:
 THAT PORTION OF TRACT 77, GREENACRES IRRIGATION DISTRICT PLAT NO. 4, ACCORDING TO THE PLAT RECORDED IN BOOK "B" OF PLATS AT PAGE 55, RECORDS OF KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF LYMAN ESTATES, ACCORDING TO THE PLAT RECORDED IN BOOK "G" OF PLATS, PAGE 216; THENCE
 ALONG THE SOUTH LINE OF LYMAN ESTATES, SOUTH 89°58'49" WEST A DISTANCE OF 280.96 FEET TO THE POINT OF BEGINNING; THENCE
 LEAVING SAID SOUTH LINE OF LYMAN ESTATES, SOUTH 00°38'02" EAST A DISTANCE OF 646.37 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF FISHER AVENUE; THENCE
 ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 89°57'26" WEST, A DISTANCE OF 362.37 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF HOWELL ROAD; THENCE
 ALONG SAID EAST RIGHT OF WAY, NORTH 00°33'32" WEST A DISTANCE OF 646.51 FEET; THENCE
 NORTH 89°58'49" EAST A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LYMAN ESTATES; THENCE
 ALONG THE SOUTH LINE OF LYMAN ESTATES NORTH 89°58'49" EAST 351.53 FEET TO THE POINT OF BEGINNING.

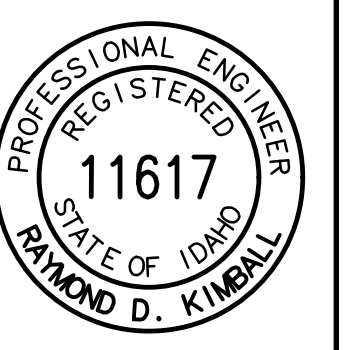
- NOTES:**
- ALL EXISTING STRUCTURES ARE TO BE REMOVED/DEMOLISHED.
 - ALL UNDOCUMENTED FILL TO BE REMOVED AND REPLACED/RECOMPACTED.

APPLICANT/ENGINEER:
 WHIPPLE CONSULTING ENGINEERS
 21 S PINES ROAD
 SPOKANE VALLEY, WA 99206
 PHONE: 509-893-2617
 FAX: 509-926-0227
 CONTACT: RAY KIMBALL, P.E.

OWNER:
 WILD HORSE INVESTMENTS, LLC
 14899 W. STUB AVE
 RATHDRUM, ID 83858

**City of Post Falls
Approval**

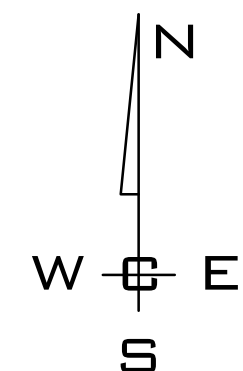
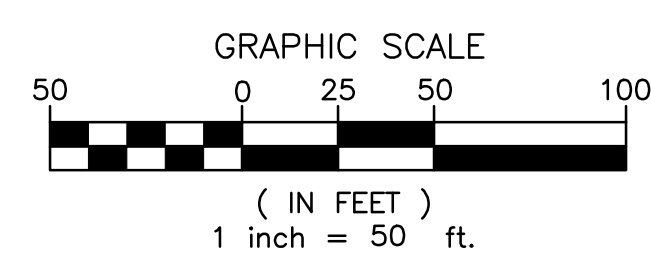
Approved By: _____
 City Engineer Date



SUBDIVISION PLAN

SCALE: 1" = 50'

NAVD - 88
BENCHMARK:

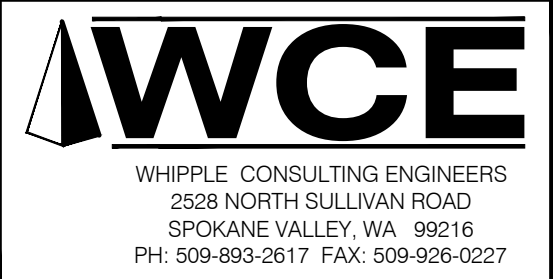


NO.	DATE	BY	REVISIONS

SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: N/A

PROJ #: 21-2917
DATE: 2/22/22
DRAWN: SLS
REVIEWED: RDK

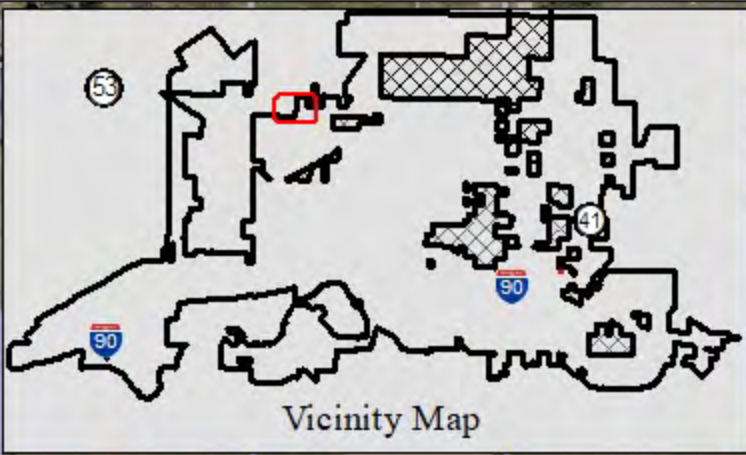
CIVIL	
STRUCTURAL	
SURVEYING	
TRAFFIC	
PLANNING	
LANDSCAPE	
OTHER	



**HYDRILLA ESTATES
SUBDIVISION PLAN
3704 N. HOWELL
POST FALLS, ID**

**SHEET
1 OF 2**

JOB NUMBER
21-2917



Vicinity Map



Vicinity Map
HYDRILLA ESTATES
ZC-22-2






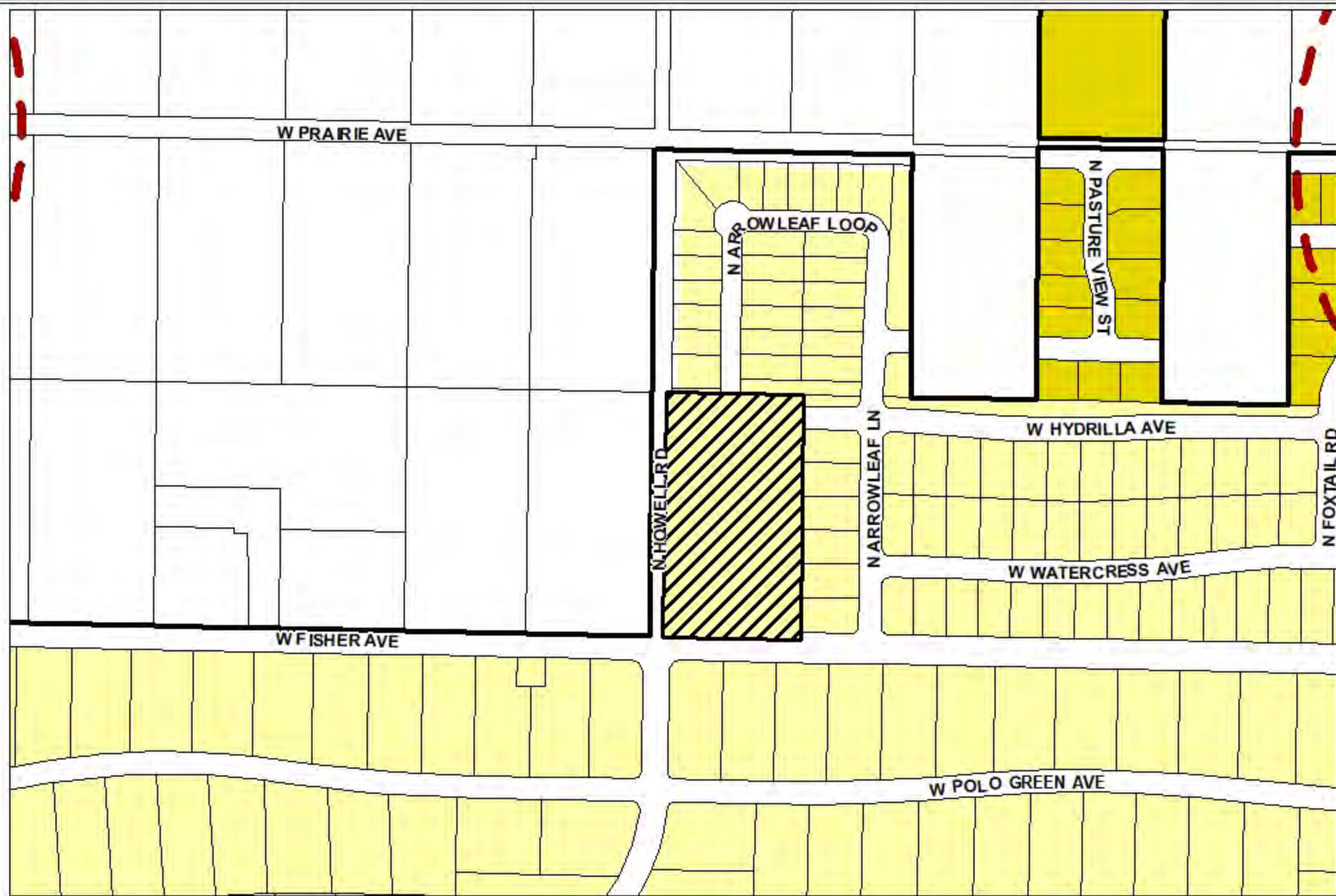
-  Subject Site
-  City Boundary
-  Tax Parcels



Exhibit S-1



Zoning Map
 HYDRILLA ESTATES
 ZC-22-2








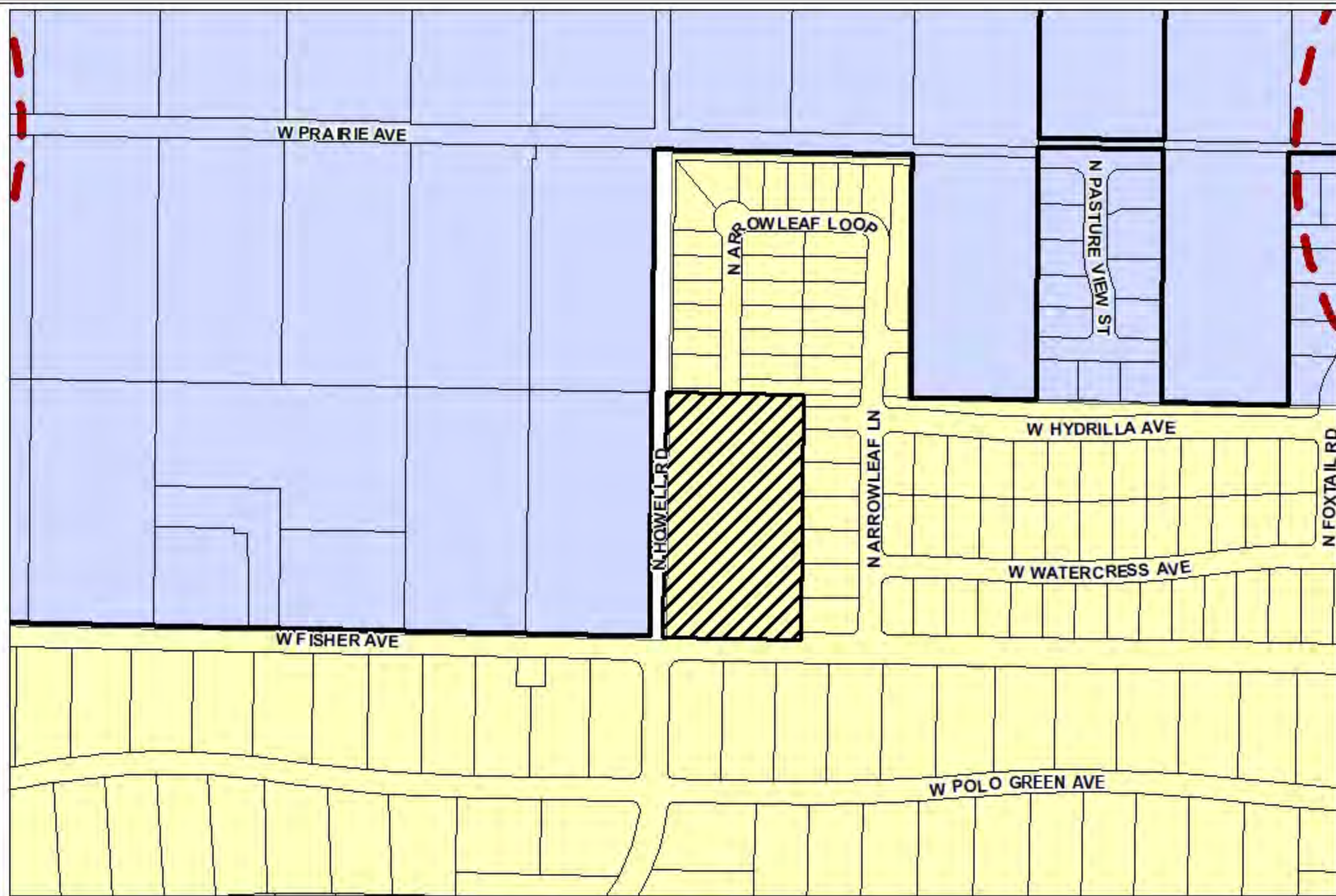
-  City Boundary
-  Subject Site
-  Commercial Node
-  R-1-S
-  R-1

Exhibit S-2





Future Lane Use Map
 HYDRILLA ESTATES
 ZC-22-2








-  City Boundary
-  Subject Site
-  Commercial Node
-  Transitional
-  Low Density Residential



Exhibit S-3



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

June 10th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidah.org

Re: Hydrilla Estates Zone Change File No. ZC-22-2/SUBD-22-8

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
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

June 17, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

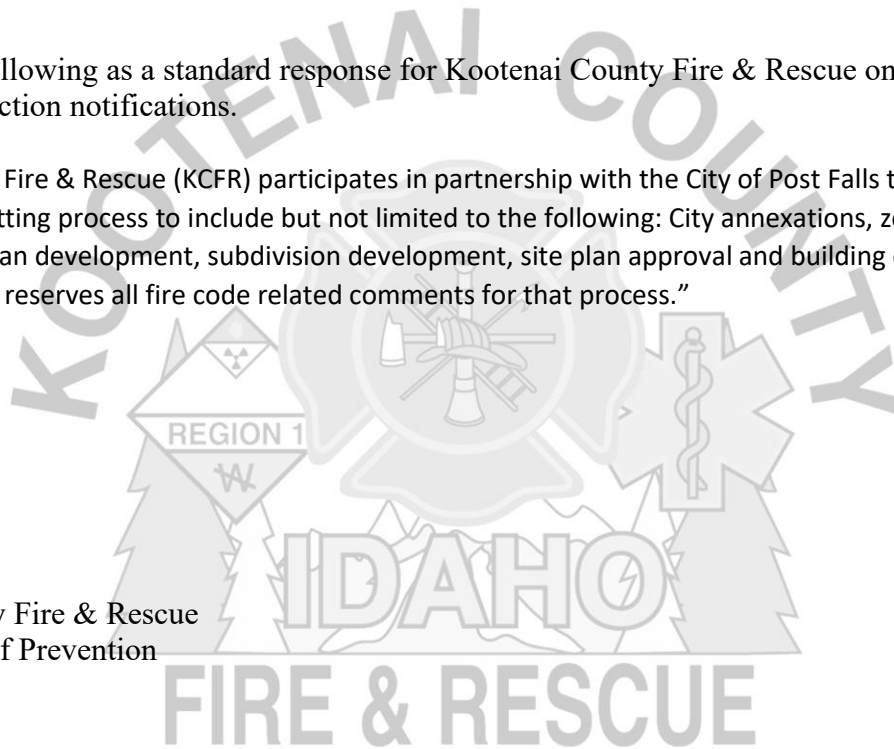
Amber,

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 of Prevention
Fire Marshal





DEQ Response to Request for Environmental Comment

Date: June 22, 2022
Agency Requesting Comments: City of Post Falls
Date Request Received: June 10, 2022
Applicant/Description: ZC-22-2/SUBD-22-8

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** - The City should consider requiring reasonable controls on fugitive dust emitting activity during all phases of the project (including but not limited to; roadway construction, vehicle traffic on unpaved roads, land clearing activity, topsoil management, vegetation management). All reasonable precautions shall be taken to prevent particulate matter (dust) from becoming airborne, as required in IDAPA 58.01.01.651.
- **Land Clearing** - During the land clearing and construction phases of the project the applicant should consider alternatives to open burning of the vegetative debris that is generated. Mechanical processing of land clearing debris avoids generating smoke and offers the greatest flexibility for timely project progress. Mechanical processing is not required by DEQ however.
- **Open Burning** - If open burning of land clearing debris is incorporated into the land clearing phase, smoke management practices to protect air quality as described in the Idaho Department of Lands regulation IDAPA 20.02.01.071.03 and DEQ's regulation IDAPA 58.01.01.614 must be implemented by the applicant. Local fire protection permits may also be required. The City should consider requiring a smoke management plan be developed if open burning is used on this project.
- **Construction Debris** - The City should consider requiring a project plan that commits to the proper disposal of demolition and construction debris. 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 state 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 Katy Baker-Casile, 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 Conservations 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



POST FALLS SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

June 20, 2022

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

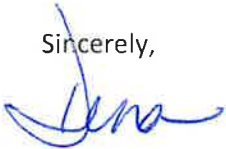
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

Treaty Rock Elementary	415	525
West Ridge Elementary	430	525
Post Falls Middle School	870	920
River City Middle School	630	750
Post Falls High School	1560	1800
New Vision High School	160	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

**CITY OF POST FALLS
STAFF REPORT**

DATE: June 27, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: STAFF REPORT FOR THE JUNE 29, 2022 P&Z COMMISSION MEETING
Joseph Family Trust Annexation Request – ANNX-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.**

Jeramie Terzulli of Olson Engineering has requested on behalf of the Ashenbrenner Living Trust and Joseph Family Trust approval to annex approximately 20.74 acres into the City of Post Falls and assign the zoning designation of Community Commercial Services (CCS) and approximately 20.26 acres into the City of Post Falls and assign the zoning designation of Community Commercial Mixed (CCM). 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 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 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: Joseph Family Trust Annexation, File No. ANN-22-7

Owner(s): Ashenbrenner Living Trust (approx. 4.5 acres) and Joseph Family Trust (remaining acres)

- Joseph Family Trust, 150 E. Robinson St. #401, Orlando, Florida 32801
- Ashenbrenner Living Trust, 9559 W. Prairie Ave., Post Falls, Idaho 83854

Applicant: Jeramie Terzulli of Olson Engineering, P.O. Box 1894, Post Falls, ID 83877

Project Description: Annex approximately 41 acres into the City of Post Falls and assign the zoning designations of Community Commercial Services (CCS) and Community Commercial Services (CCM).

AREA CONTEXT:

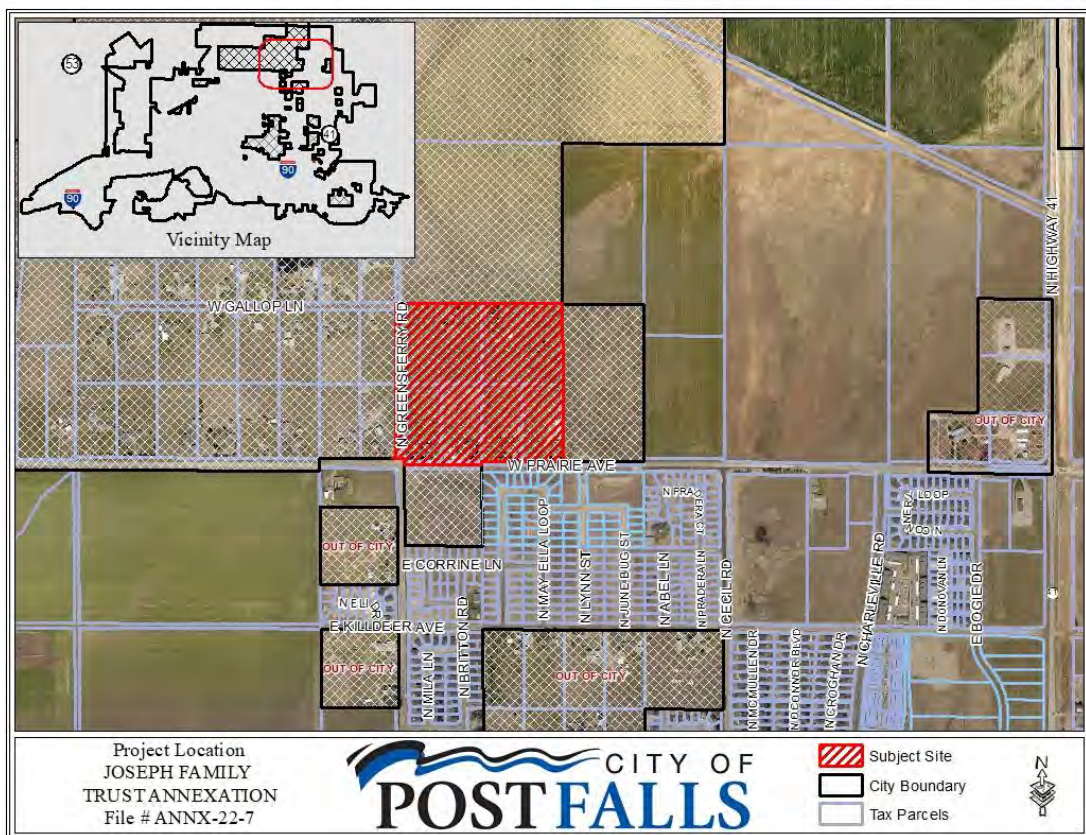
Project Location: Northeast corner of the Greensferry Rd./Prairie Ave. intersection.

Water Provider: Ross Point Water District

Sewer Provider: The City of Post Falls

Surrounding Land Uses: To the west, west of Greensferry Rd., are larger 5 acre lots in Kootenai County. To the north is a 40-acre agriculture tract in Kootenai County. To the east is a 20-acre undeveloped parcel that attempted to annex in 2019. South of Prairie Avenue is a mix of commercial and single-family residential lands.

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 **Transitional w/Commercial Node**.

The Transitional Future Lands Use designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the associated Focused Area. Being on the east side of Greensferry Rd., place this site within the 41 North focus area. The following items affirm or guide development of key policies for this area, or suggest future action items for the 41 North focus area:

- 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;
- Manage development patterns in the airport fly zone east of 41 and north of Prairie Avenue, coordinating with the 2018 Coeur d'Alene Airport Master Plan;
- Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;
- Focus provisions for commercial uses along 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. 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 a variety of different types of commercial activities assists creating live, work, play neighborhoods. The CCS zoning district states the following:

The Community Commercial Services (CCS): The CCS Zone supports uses that include retail sales or performance of consumer services and permits a variety of retail, professional, or service businesses, including some manufacturing, technical, or other professional uses. This zone is applied in areas primarily located near arterials and collector streets. Residential uses may be allowed within this zone at densities permitted by the High-Density Multi-Family Residential (R3) Zone by special use permit when they will not compromise present uses. Lot area and building bulk and placement requirements shall agree with the values set forth in section [18.20.040](#), "Official Bulk And Placement Regulations Table", of this title.

Community Commercial Mixed (CCM): 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 (Exhibit S-4) regulating the development site as provided in section [18.20.190](#) of title 18.

- 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.

Goal 2: Maintain and improve the provision of high-quality, affordable, and efficient community services in Post Falls.

Staff Comment: Creating the opportunity for commercial activity within the commercial nodes may provide opportunities to create high-quality, affordable, and efficient community services.

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 at this location may be an appropriate area for additional commercial growth along Prairie Avenue which is a Principal Arterial and near additional rooftops to the south.

Placing Community Commercial Services 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.

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

Staff Comment: Providing the opportunities for creating the variety of service, retail and office in the Community Commercial Services (CCS) and Community Commercial Mixed (CCM) such as this proposal may further the establishment of having residential housing near 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: The proposed annexation is in the area that may provide amenities currently unavailable to existing and future residents in the vicinity.

- Promote compatible, well-designed development;

Staff Comment: As stated previously, providing the opportunities for creating the variety of

service, retail, and office in the Community Commercial Services (CCS) and Community Commercial Mixed (CCM) such as this proposal may further the establishment of having residential housing near 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:

The proposed Zoning request is in the 41 North Focus Area. Commercial Development within the commercial nodes may provide the opportunity to reduce the future long-term reliance of the commercialism along HWY 41.

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: To the west, west of Greensferry Rd., are larger 5 acre lots in Kootenai County. To the north is a 40-acre agriculture tract in Kootenai County. To the east is a 20-acre undeveloped parcel that attempted to annex in 2019. South of Prairie Avenue is a mix of commercial and single-family residential lands.

- Infrastructure and service plans;

Staff Comment: Water is provided by the Ross Point Water District. Sanitary Sewer would be provided by the City of Post Falls. Sanitary sewer is not currently available to the site.

The southern half of the annexation area, approximately 20 acres fronting Prairie Ave. (Tax #11722 and Tax #11723) is located in the 3rd Ave. Lift Station Sewer Service Basin and a sewer main in Greenserry Rd., approximately 660 feet south of the properties southwestern corner. Extension of the sewer main to the site, in accordance with the City's Water Reclamation Master Plan, will be required as part of any proposed development of the site.

The northern half of the annexation area, approximately 20 acres, is identified in the City's Water Reclamation Master Plan as being serviced by the Fisher Ave. / Guy Rd. lift stations. The northern half is further identified within the City's Water Reclamation Master Plan as being restricted, due to sewer main elevations for development to any sewer main extensions within Greensferry Rd. Development of a temporary lift station to serve the northern half of the annexation would not be an acceptable option for the site. Until sewer service from the Fisher Ave / Guy Rd. basin is available to the site, development of the northern half will be limited to:

1. Low impact uses that generate less than 1 Service Unit (5,000 gallons of sewerage per month) per 5 acres of land.
 2. Configuration of land development that would be serviceable by gravity sewer, into the future Greensferry Rd. sewer main which is needed to service the southern half of the annexation area.
- 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. 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 Services (CCS) zone is intended to accommodate commercial and possibly high-density residential development through a Special Use Permit being granted by the Planning and Zoning Commission. Note though, the applicant intends to restrict any residential development within the proposed CCS zoned area.

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.

The proposal is located at the northeast corner of Greensferry Rd. (Minor Arterial) and Prairie Ave. (Principal Arterial). Development in the CCS and CCM zone provides an opportunity for commercial development along with providing residences in Post Falls to be situated within walking distance to commercial development and may provide suitably scaled daily needs services.

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

Staff Comment: The combination of the proposed CCS and 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 would be considered infill and may be under-utilized. If relevant, the Commission and Council must determine whether the development is compatible and under-utilized.

Policy 9: Encourage annexation of County "islands" within the City, with priority given to areas:

- Surrounded by incorporated areas;

Staff Comment: This is true regarding this request

- That have readily available service infrastructure and capacity;

Staff Comment: As stated previously the northern 20 acres is serviced by the Fisher Ave. / Guy Rd. lift stations. The northern half would be limited to the following until sewer service is available to the site:

1. Low impact uses that generate less than 1 Service Unit (5,000 gallons of sewerage per month) per 5 acres of land.

2. Configuration of land development that would be serviceable by gravity sewer, into the future Greensferry Rd. sewer main which is needed to service the southern half of the annexation area.

The southern half of the annexation area, approximately 20 acres fronting Prairie Ave. (Tax #11722 and Tax #11723) is located in the 3rd Ave. Lift Station Sewer Service Basin and a sewer main in Greenserry Rd., approximately 660 feet south of the properties southwestern corner. Extension of the sewer main to the site, in accordance with the City's Water Reclamation Master Plan, will be required as part of any proposed development of the site

- That support increased development intensity near the urban core.

Staff Comment: Proposal is located within and near the commercial node on the Comprehensive Plan. This location is not near the urban core.

Policy 26: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

Staff Comment: Through development, road and pedestrian improvements would be provided along Prairie Ave. and Greensferry Rd.

Policy 27: Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.

Staff Comment: Through development, road and pedestrian improvements would be provided along Prairie Ave. and Greensferry Rd.

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: This proposal is located at the northeast corner of Greensferry Rd. (Minor Arterial) and Prairie Ave. (Principal Arterial). The requested zoning is in conformance with the anticipated land uses and trip generations within the City's Transportation Master Plan. Annexation at the requested zoning is not anticipated to have any negative impacts to the City's transportation network that are not previously identified as being mitigated thru collection of Transportation Impact Fees. No roadway intersections will be allowed along the property's frontage with Prairie Avenue. Access approaches will be limited in accordance with the KMPO Critical Arterial Corridor Policy along Prairie Ave, and any access points will be restricted (no left turns to / from Prairie Avenue).

Greensferry Rd. being a Minor Arterial Roadway, roadway intersections must be spaced at least 500 feet apart, full access driveway approach spacing must be at least 200 feet apart with no driveways within the functional area of the Prairie Ave. / Greensferry Rd. intersection. Restricted access points will be considered at time of site development along Greensferry Rd.

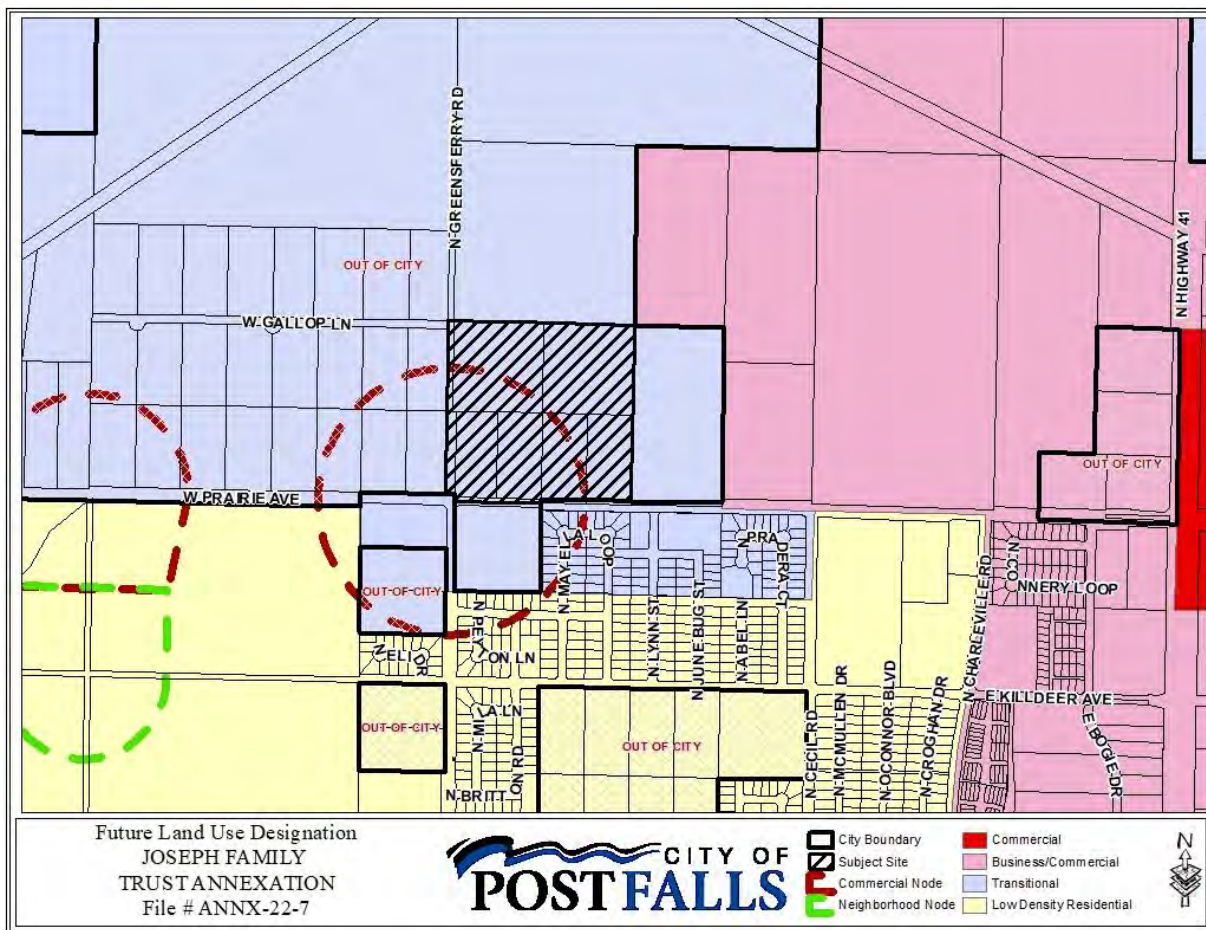
Water and Sanitary Sewer: Water is provided by the Ross Point Water District. Sanitary sewer matter was cited within Policy 9 of this report.

Compatibility with Existing Development and Future Uses:

To the west, west of Greensferry Rd., are larger 5 acre lots in Kootenai County. To the north is a 40-acre agriculture tract in Kootenai County. To the east is a 20-acre undeveloped parcel that attempted to annex in 2019. South of Prairie Avenue is a mix of commercial and single-family residential lands.

Future Land Use Designation:

Exhibit S-3: Future Land Use Map, The Future Land Use Map designated this property with the land use designation of **Transitional w/Commercial Node**. The Transitional Future Lands Use designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the associated Focused Area (Discussed earlier in report).



Community Plans: As previously stated this is within the HWY 41 Focus Area within the Post Falls Comprehensive Plan. The following is a link to the 2016 KMPO HWY 41 Corridor Plan:

http://www.kmpo.net/wp-content/uploads/2018/09/Hwy41CorridorMasterPlanUpdateApproved-12-08-2016_FINAL.pdf

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 change is located along higher classified roadways This proposal is located at the northeast corner of Greensferry Rd. (Minor Arterial) and Prairie Ave. (Principal Arterial). **Principal Arterials** are intended to serve as primary routes for travel between major urban centers. These function in a similar manner to **Minor Arterials** but generally carry higher traffic volumes from 12,000 to a maximum of 32,000 vehicles per day. Only three roadways are identified as Principal Arterials within Post Falls: Seltice Way, Prairie Avenue and ID-41.

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 zone change is located along higher classified roadways.

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 Industrial zoning isn't being requested.

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)** – Reserves comments for the permitting process.
- **Idaho Department of Environmental Quality (Exhibit PA-3)** – Responded with no comment
- **Post Falls School District #273 (Exhibit PA-4)** – Remains neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

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.

ITEMS TO BE INCLUDED IN AN ANNEXATION AGREEMENT:

1. Signed Development Agreement

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Zoning Map
Exhibit A-4	Vicinity Map
Exhibit A-5	Legal and Exhibit Map
Exhibit A-6	Auth Letters
Exhibit A-14	Oliver Deed
Exhibit A-15	Denesha Deed
Exhibit A-16	Turner Deed
Exhibit A-17	Johnson Deed
Exhibit A-18	Merged Title Reports

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map
Exhibit S-4	Draft Development Agreement (Includes Exhibit C)

Testimony:

Exhibit PA-1	PFPD Comment
Exhibit PA-2	KCFR Comment
Exhibit PA-3	DEQ Comment
Exhibit PA-4	PFSD Comment
Exhibit PC-1	Burns Comment

Annexation · 140 – JOSEPH FAMILY TRUST

 **Expiration Date**

Active



ANNX-22-7



Details

Submitted on Apr 8, 2022 at 12:31 pm



Attachments

14 files



Activity Feed

Latest activity on Apr 26, 2022



Applicant

Jeramie Terzulli



Location

Point Location: 47.7453, -116.9152

Timeline

Add New ▾

Fee Payment

Paid Apr 12, 2022 at 9:26 am




Polygon Creation

Completed Apr 12, 2022 at 10:11 am

Apr 18 ()

Completeness Review

Completed Apr 14, 2022 at 2:27 pm

 Apr 25 ()

Schedule P&Z

Completed Apr 15, 2022 at 1:05 pm



GIS Review

Completed Apr 19, 2022 at 11:34 am



Maps Created

Completed Apr 25, 2022 at 2:01 pm

Apr 25 ()


Draft Development Annexation Agreement



Completed Apr 26, 2022 at 9:17 am

Planning Development Review

In Progress

May 01 

Staff Report

In Progress



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



Planning Review of Agreement

Review



Applicant Review of Annexation Agreement

Review



Notices for P&Z

Review



Site Posting

Review



Zoning Recommendation

Review



Schedule Council

Review



Council Memo

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

26

Designated Project Name

Joseph Family Trust Annexation

Application Information

Did an Annexation Pre-app take place? *

Yes

Applicant Type *

Engineer

Description of Project/Reason for Request *

Annexation (see narrative)

Existing Zoning *

County AG

Adjacent Zoning *

Varies

Current Land Use *

Residential

Adjacent Land Use *

Residential

Owner Information

Name *

Joseph Family Trust

Company

Phone *

(407) 404-6728

Email *

pjoseph@balljanik.com

Address *

150 E Robinson St #401

City, State, Zip Code

Orlando, FL 32801

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. *



Jeramie Terzulli

Apr 8, 2022

Joseph Annexation Narrative

Overview

Olson Engineering, on behalf of The Joseph Family Trust (“Applicant”), is requesting annexation of approximately 40 acres at the northeast corner of Greensferry Rd and Prairie Ave.

Applicant recently acquired the referenced properties with the intention of redeveloping them within the Community Commercial Services (CCS) zoning designation. Many new housing developments in this area of the City have increased the need for additional neighborhood commercial services along Prairie Avenue, and annexation with the CCS zoning designation would allow Applicant to accommodate this demand.

Characteristics

Each of the six parcels that comprise the 40-acre site currently has a single-family residences and some accessory structures (shops, barns, sheds, etc.). The site is mostly flat with few trees, native vegetation and perimeter fencing.

Soil types in the area are typically 1’-2’ of topsoil over prairie gravel. The subsurface conditions are ideal for drainage and/or compaction once topsoil has been removed.

The properties are not within any known wetlands or floodplains.

Zoning

Current zoning of the property is County Agricultural. The requested zoning designation is CCS. Adjacent properties have a multitude of zoning designations including County Ag, County Rural, City Residential, and City Commercial.

Infrastructure/Utilities

The properties are adjacent to multiple water purveyors, and the development team will work with the appropriate districts to establish a service provider for the site. Ross Point Water District is likely to be the water purveyor for the project.

Sanitary sewer will be provided by the City of Post Falls. The development team has already had preliminary conversations with the city engineer to identify the appropriate sewer basins to serve the properties.

Natural gas, electricity and are currently being provided to the homes at this location, and Applicant will continue to work with the utility companies for redevelopment of the properties.

Upon annexation, the adjacent roadways will be under the jurisdiction of the City of Post Falls, and the development team will work with the city engineer and public works department to design roadway expansion, sidewalks/crosswalks, stormwater treatment, and any additional infrastructure requirements.

Comprehensive Plan

The City of Post Falls Comprehensive Plan was adopted in 2021 to act as the guiding document for the long-range vision for the City. This document is used to provide direction for a wide range of topics including land use decisions within the city limits and area of city impact. This property lies directly adjacent to the City's boundary within the area of city impact; therefore, directives regarding the redevelopment of this property should be taken in accordance with the comprehensive plan.

Commercial Nodes

The Comprehensive Plan has identified the intersection of Greensferry Rd and Prairie Ave as the desired location for a neighborhood commercial node. This application for annexation and the requested zoning would be in alignment with this goal.

In addition to these specific goals, the plan offers several broader objectives that lend support to the need for commercial nodes at the locations specified within the Comprehensive Plan. The neighborhood commercial node concept exists to provide commercial services to area residents, promoting non-vehicular modes of travel within each focus area. Strategic placement of these services will play a crucial role in traffic mitigation city-wide.

Focus Areas

The plan also has identified some very specific goals within the Central Prairie and 41 North focus area including:

"Focus commercial development along Prairie Avenue and near identified commercial nodes"

"Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day."

This annexation request is consistent with these objectives.

Transportation

The Comprehensive Plan states that only three roadways within the city are currently classified as principal arterials, and Prairie Avenue is one of them. This classification is

given to roadways intended to quickly move high volumes of traffic across the City. The Comprehensive Plan states: “Arterials are intended to move traffic loaded from collector streets between areas and across the city or region. Residential properties or developments should not access directly onto arterial streets.”

The existing conditions of the four parcels that front Prairie Ave. are in direct conflict with this road classification with six existing driveway approaches, four of which are less than 500 feet from the signalized intersection. Redevelopment of the property will allow for consolidation of these approaches.

Future Land Use

The future land use map has categorized the properties as “transitional.” The transitional label is outlined as follows:

“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 focus area.”

Summary

The annexation of the approximately 40 acres at the northeast corner of Prairie Ave and Greensferry Rd provides an opportunity for the City to achieve several of the objectives outlined within the Comprehensive Plan. Utilities are readily available in the area, and any additional infrastructure improvement expenses will be borne by the Applicant. The development team has been involved in several projects in the area, is very familiar with the annexation and development process, and has a good working relationship with the City of Post Falls and the utility providers.

With the recent annexation of the parcel on the southwest corner of the Greensferry/Prairie intersection and the annexation request for the southeast corner, the City would have the golden opportunity to guide the development of this critical intersection.

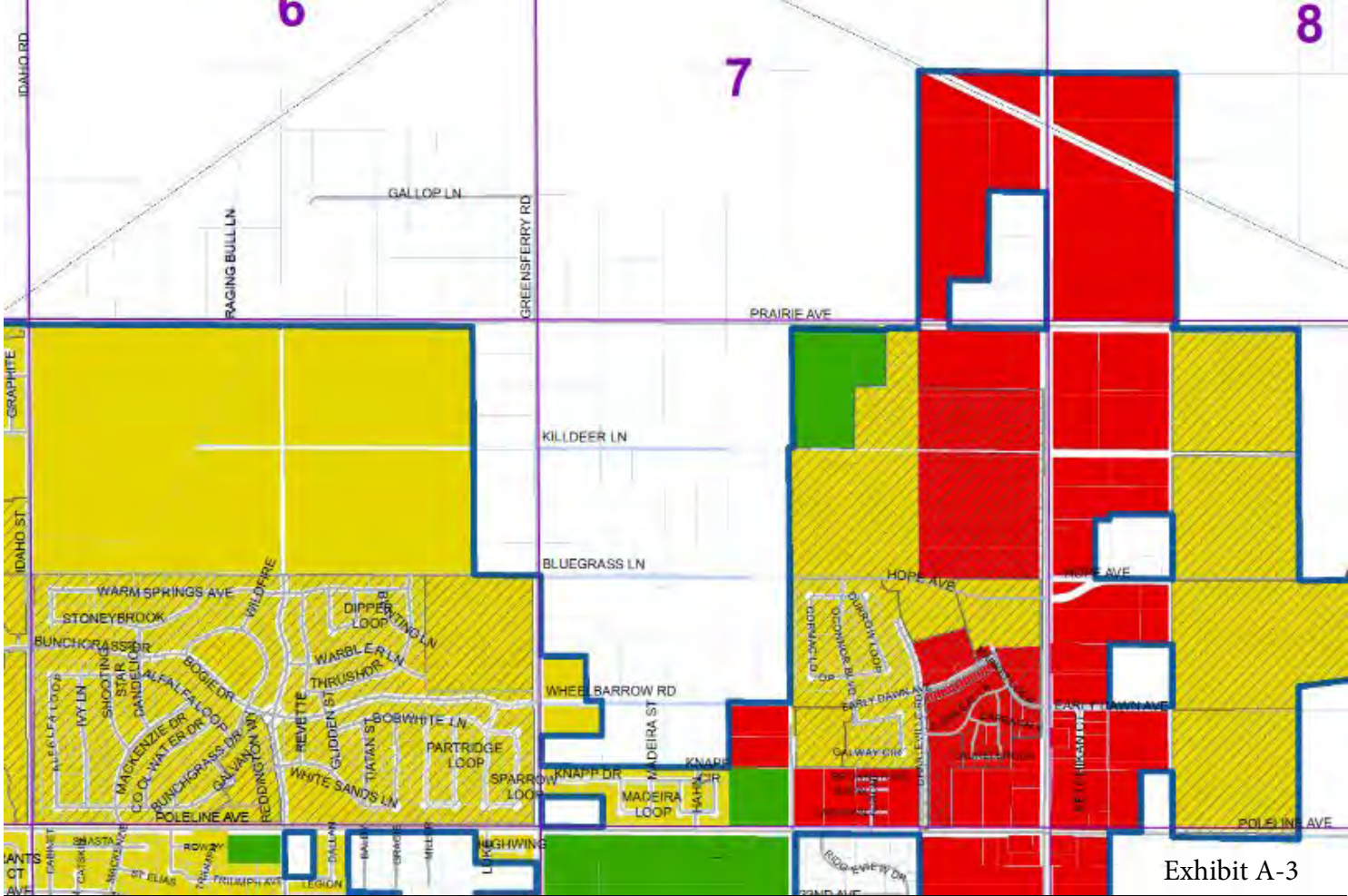
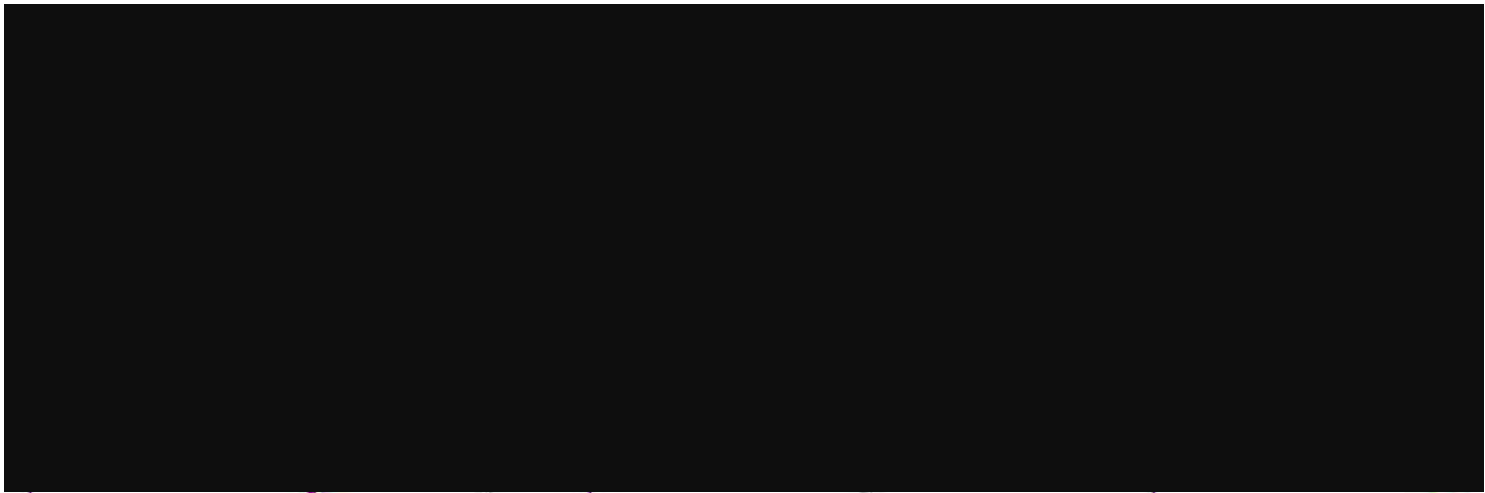
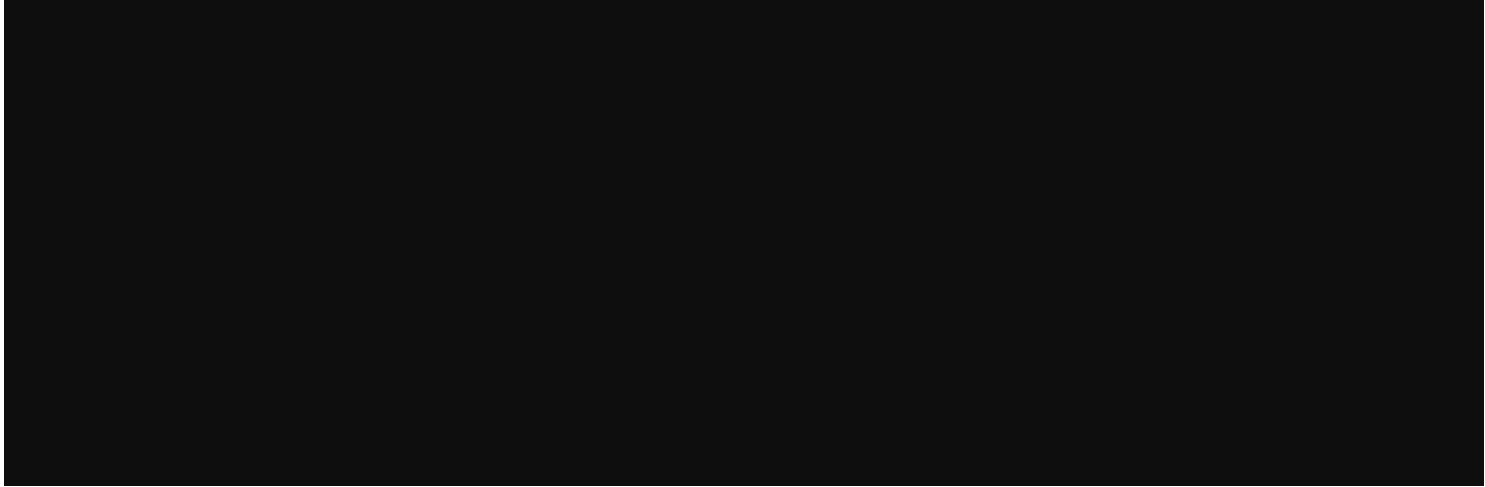


Exhibit A-3



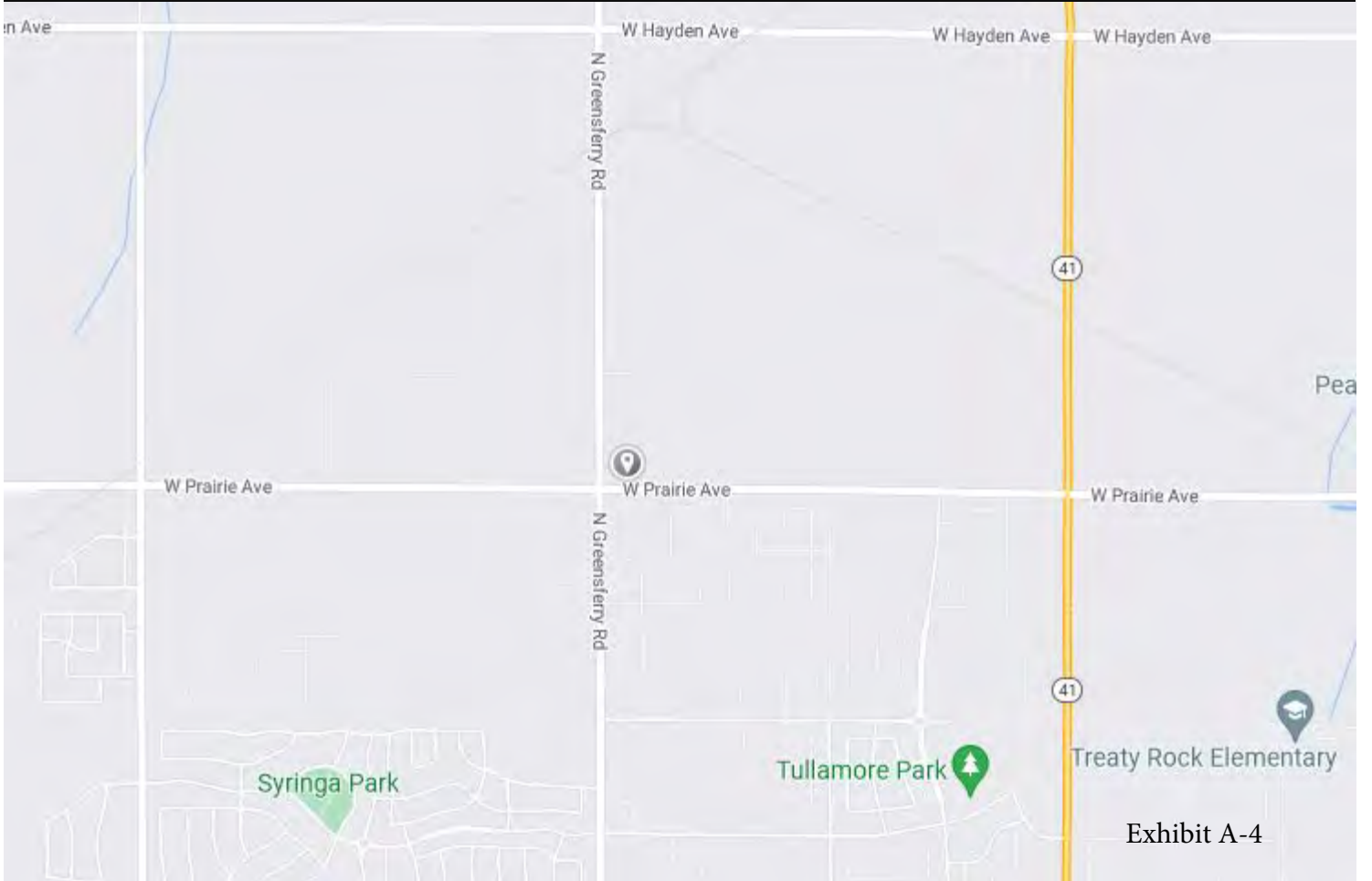


Exhibit A-4



Advanced Technology Surveying & Engineering

LEGAL DESCRIPTION PROPOSED CCS ZONE

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 51 NORTH, RANGE 05 WEST, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24 AS MARKED BY A 1.5" A.C. MONUMENT (PER CP&F INSTRUMENT NUMBER 1029892), FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 24 AS MARKED BY A 5/8" REBAR (PER CP&F INSTRUMENT NUMBER 2653609000) BEARS NORTH 00°48'03" EAST, 2648.56 FEET; THENCE ALONG THE WEST LINE OF SAID SECTION 24, NORTH 00°48'03" EAST, 662.14 FEET TO THE TRUE **POINT-OF-BEGINNING** FOR THIS DESCRIBED PARCEL.

THENCE LEAVING SAID SECTION LINE, NORTH 88°49'18" WEST, 40.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF GREENSFERRY ROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 00°48'03" EAST, 662.16 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 88°47'29" EAST, 40.00 FEET RETURNING TO SAID WESTERLY SECTION LINE;

THENCE, SOUTH 88°40'41" EAST, 1328.13 FEET TO THE SOUTHWEST 1/16th OF SAID SECTION 24;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, SOUTH 00°54'34" WEST, 658.81 FEET;

THENCE, NORTH 88°49'18" WEST, 1326.85 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 20.74 ACRES MORE OR LESS;

Z:\Proj\22-000\22-038\survey\Legal descriptions\Proposed CCS Zone.doc

P.O. Box 3457, Hayden, Idaho 83835
PH. (208) 772-2745 Fax. (208) 762-7731

Exhibit A-5



Advanced Technology Surveying & Engineering

LEGAL DESCRIPTION PROPOSED CCM ZONE

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 51 NORTH, RANGE 05 WEST, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24 AS MARKED BY A 1.5" A.C. MONUMENT (PER CP&F INSTRUMENT NUMBER 1029892), FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 24 AS MARKED BY A 5/8" REBAR (PER CP&F INSTRUMENT NUMBER 2653609000) BEARS NORTH 00°48'03" EAST, 2648.56 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION 24, SOUTH 88°57'55" EAST, 30.0 FEET TO THE TRUE **POINT-OF-BEGINNING** FOR THIS DESCRIBED PARCEL.

THENCE, NORTH 00°48'03" EAST, 50.00 FEET;

THENCE, NORTH 88°57'55" WEST, 30.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 24;

THENCE ALONG THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY OF PRAIRIE AVENUE, NORTH 88°42'04" WEST, 70.26 FEET TO THE POINT OF CUSP OF A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHEASTERLY, 47.38 FEET ALONG SAID RIGHT-OF-WAY CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°29'53" AND A CHORD BEARING NORTH 46°02'59" EAST, 42.61 FEET TO THE POINT OF TANGENCY AND BEING THE WESTERLY RIGHT-OF-WAY LINE OF GREENSFERRY ROAD;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 00°48'03" EAST, 581.79 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 88°49'18" EAST, 40.00 FEET TO THE WEST LINE OF SAID SECTION 24;

THENCE, SOUTH 88°49'18" EAST, 1326.85 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24;

THENCE ALONG SAID EAST LINE, SOUTH 00°54'34" WEST, 633.81 FEET TO A POINT 25' NORTHERLY OF THE SOUTH LINE OF SAID SECTION 24;

THENCE 25' NORTHERLY OF AND PARALLEL WITH SAID SECTION LINE, NORTH 88°57'55" WEST, 662.58 FEET;

THENCE, SOUTH 00°50'41" WEST, 25.00 FEET TO A POINT ON SAID SOUTH SECTION LINE;

THENCE ALONG SAID SECTION LINE, NORTH 88°57'55" WEST, 633.03 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 20.260 ACRES MORE OR LESS;



Z:\Proj\22-000\22-038\survey\Legal descriptions\Proposed CCM Zone.doc

ANNEXATION EXHIBIT

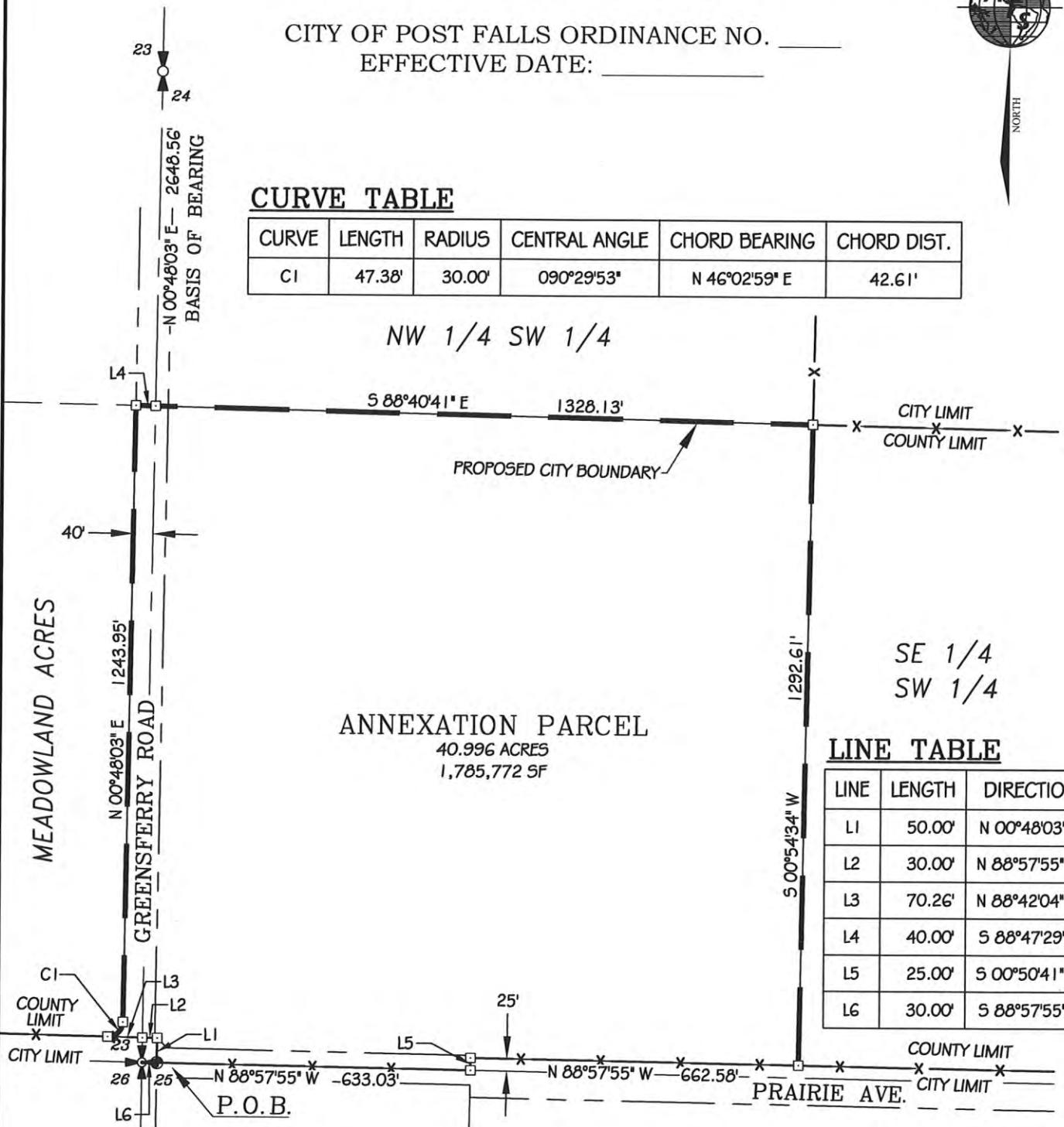
A PORTION OF SECTIONS 23 & 24 T. 51 N., R. 04 W., B.M.,
KOOTENAI COUNTY, IDAHO

CITY OF POST FALLS ORDINANCE NO. _____
EFFECTIVE DATE: _____



CURVE TABLE

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DIST.
CI	47.38'	30.00'	090°29'53"	N 46°02'59" E	42.61'



LINE TABLE

LINE	LENGTH	DIRECTION
L1	50.00'	N 00°48'03" E
L2	30.00'	N 88°57'55" W
L3	70.26'	N 88°42'04" W
L4	40.00'	S 88°47'29" E
L5	25.00'	S 00°50'41" W
L6	30.00'	S 88°57'55" E

GRAPHIC SCALE



SCALE: 1" = 300'



**ADVANCED
TECHNOLOGY
SURVEYING &
ENGINEERING**
INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835
* PH. (208)-772-2745 * FAX (208)-762-7731 *

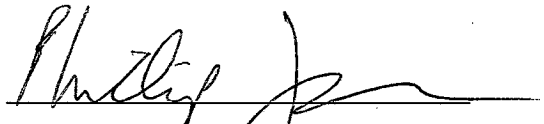
SCALE: 1"=300'
CHECKED BY: MM
DATE: 03-08-2022
DRAWN BY: MEM
DATE: 03-08-2022
DWG: HARDCOPY
PRJ: 22-038

April 7, 2022

To whom it may concern:

This document hereby grants authorization for Olson Engineering to act on behalf of Phillip Joseph, individually and as trustee of The Joseph Family Trust, for land use processes in the City of Post Falls. The properties in question are commonly known as 9237 W Prairie Ave, 9317 W Prairie Ave, 9439, W Prairie Ave, 9559 W Prairie Ave, 8410 N Greensferry Rd, and 8414 N Greensferry Rd.

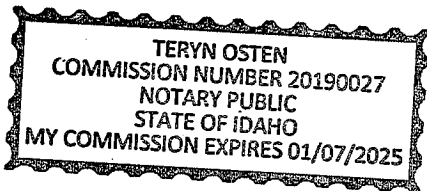
AIN: ~~127170~~
~~122389~~
~~101863~~
~~118687~~
~~104259~~
~~135058~~



Phillip Joseph, Individually and as
Trustee of The Joseph Family Trust
Property Owner/ Contract Buyer

State of Idaho
County of Kootenai

This record was signed before me on April 7th, 2022 by Phillip Joseph, individually and as Trustee of The Joseph Family Trust.



Teryn Osten
Commission expires on 01/07/2025

April 14, 2022

To whom it may concern:

We hereby grant authorization to Olson Engineering, as representative for The Joseph Family Trust, to apply for annexation into the City of Post Falls, of the property located at 9559 W Prairie Ave., Post Falls, ID (the "Property"). The Property is currently owned by the Ashenbrenner Living Trust, and The Joseph Family Trust is under contract to purchase the Property.

AIN: 118687

Ashenbrenner Living Trust
Dated January 23, 2014

Donald P. Ashenbrenner

Donald P. Ashenbrenner, Trustee

Charlotte Ann Ashenbrenner

Charlotte Ann Ashenbrenner, Trustee



Document Details

Title	completed SKM_C750i22041410570.pdf
File Name	completed SKM_C750i22041410570.pdf
Document ID	4788b2f21a8c4a1eae548f5078626142
Fingerprint	46219c484929c01e89c58701ab127e7f
Status	Completed

Document History

Document Created	Document Created by DeAnna Miksell (dmiksell@balljanik.com) Fingerprint: 46219c484929c01e89c58701ab127e7f	Apr 14 2022 10:03AM America/Los_Angeles
Document Sent	Document Sent to Charlotte Ann Ashenbrenner (ashenbrennerd@gmail.com)	Apr 14 2022 10:03AM America/Los_Angeles
Document Viewed	Document Viewed by Charlotte Ann Ashenbrenner (ashenbrennerd@gmail.com) IP: 50.37.131.235	Apr 14 2022 10:04AM America/Los_Angeles
Document Signed	Document Signed by Charlotte Ann Ashenbrenner (ashenbrennerd@gmail.com) IP: 50.37.131.235	Apr 14 2022 10:04AM America/Los_Angeles
Document Completed	This document has been completed. Fingerprint: 3c7ac0bb1a3cbc94e35fc798854f4410	Apr 14 2022 10:04AM America/Los_Angeles

Escrow No.: N-59975-KT

WARRANTY DEED

FOR VALUE RECEIVED, **Robert M. Oliver and Janice L. Oliver, husband and wife**, Hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **Phillip E. Joseph and Jane E. Joseph, Trustees of The Joseph Family Trust under agreement dated March 16, 2020**, Grantee, whose address is: 150 E Robinson Street #401, Orlando, FL 32801 the following described premises, County of Kootenai, State of Idaho to-wit:

A portion of the Southwest Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Beginning at the Southwest corner of said Section 24, said corner being the intersection of the centerline of Prairie Avenue and the centerline of Greensferry Road;

thence along the centerline of Prairie Avenue, said centerline being also the South line of said Section 24, South 89°42'24" East, 994.41 feet to the True Point of Beginning;

thence continuing along said line South 89°42'24" East, 331.41 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 24;

thence along the East line of the Southwest Quarter of the Southwest Quarter of said Section 24, North 00°10'12" East, 658.46 feet;


thence North 89°32'58" West, 331.72 feet;

thence South 00°08'28" West, 659.37 feet to the True Point of Beginning;

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes, levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

DATED. December 10, 2021


Robert M. Oliver



Janice L. Oliver

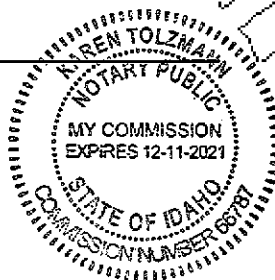
STATE OF IDAHO)

COUNTY OF KOOTENAI)

)ss.

On this day 10th of December, 2021 before me, a Notary Public in and for said State, personally appeared Robert M. Oliver and Janice L. Oliver known or identified to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.


Karen Tolzmann
Residing at: Hayden, ID
Commission Exp.: 12/11/2021



Escrow No.: N-60319-KT

WARRANTY DEED

FOR VALUE RECEIVED, **Doug Denesha and Jean Denesha, husband and wife**, Hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **Phillip E. Joseph and Jane E. Joseph, Trustees of the Joseph Family Trust under agreement dated March 16, 2020**, Grantee, whose address is: 489 E. Driftwood Lane, Harrison, ID 83833 the following described premises, County of Kootenai, State of Idaho to-wit:

Parcel 1:

A portion of the Southwest Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

Beginning at the Southwest Quarter of said Section 24, said corner being also the intersection of the centerline of Prairie Avenue and the centerline of Greensferry Road;

thence along the centerline of Greensferry Road, said line being also the West line of said Section 24, North 00°03'33" East, 662.10 feet;

thence South 89°32'58" East, 331.72 feet to the True Point of Beginning;

thence continuing South 89°32'58" East, 331.72 feet;

thence North 00°06'50" East, 660.27 feet;

thence along the North line of the Southwest Quarter of the Southwest Quarter of said Section 24, North 89°23'34" West, 332.05 feet;

thence South 00°05'08" West, 661.18 feet to the True Point of Beginning.

Parcel 2:

A portion of the Southwest Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

Beginning at the Southwest Quarter of said Section 24, said corner being also the intersection of the centerline of Prairie Avenue and the centerline of Greensferry Road;

thence along the centerline of Greensferry Road, said line being also the West line of said Section 24, North 00°03'33" East, 662.10 feet to the True Point of Beginning;

thence continuing along said line North 00°03'33" East, 662.09 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 24;

thence along the North line of the Southwest Quarter of the Southwest Quarter of said Section 24, South 89°23'34" East, 332.05 feet;

thence South 00°05'08" West, 661.18 feet;

thence North 89°32'58" West, 331.72 feet to the True Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes, levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

DATED. January 28, 2022

Doug Denesha
Doug Denesha

Jean Denesha
Jean Denesha

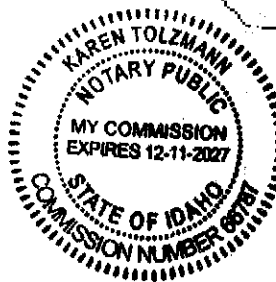
STATE OF IDAHO

COUNTY OF KOOTENAI

ss.

On this day 31st of January, 2022 before me, a Notary Public in and for said State, personally appeared Doug Denesha and Jean Denesha known or identified to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Karen Tolzmann
Karen Tolzmann
Residing at: Hayden, ID
Commission Exp.: 12/11/2027



Escrow No.: N-60336-KT

WARRANTY DEED

FOR VALUE RECEIVED, **David A. Turner and Cynthia L. Turner, husband and wife**, Hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **Phillip Joseph and Jane Joseph, husband and wife, as community property with right of survivorship**, Grantee, whose address is: 489 E. Driftwood Lane, Harrison, ID 83833 the following described premises, County of Kootenai, State of Idaho to-wit:

A portion of the Southwest Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at the Southwest corner of said Section 24, said corner being the intersection of the center line of Prairie Avenue and the centerline of Greensferry Road;

Thence along the centerline of Prairie Avenue, said centerline being also the Southline of said Section 24, South 89°42' 24" East, 331.41 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said line, South 89° 42' 24" East, 331.41 feet;

Thence North 0° 06' 50" East, 660.28 feet;

Thence North 89° 32' 58" West, 331.72 feet;

Thence South 0° 05' 08" West, 661.19 feet to the TRUE POINT OF BEGINNING.

LESS AND EXCEPT any portion lying within the road right of way.

AND LESS AND EXCEPT that portion conveyed to the Post Falls Highway District in Deed recorded August 2, 2019 as Instrument No. 2705072000, Official Records,

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes, levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

DATED. February 2, 2022

David A. Turner
David A. Turner

Cynthia L. Turner
Cynthia L. Turner

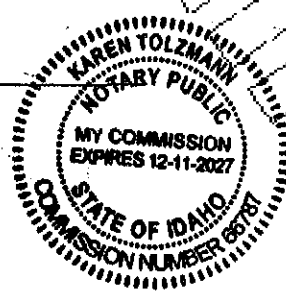
STATE OF IDAHO

)
)ss.

COUNTY OF KOOTENAI

On this day 2nd of February, 2022 before me, a Notary Public in and for said State, personally appeared David A. Turner and Cynthia L. Turner known or identified to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Karen Tolzmann
Karen Tolzmann
Residing at: Hayden, ID
Commission Exp.: 12/11/2027



Escrow No.: N-60781-KT

WARRANTY DEED

FOR VALUE RECEIVED, **Janet L. Johnson, a widow**, Hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **Phillip E. Joseph and Jane E. Joseph, Trustees of the Joseph Family Trust under agreement dated March 16, 2020**, Grantee, whose address is: 489 East Driftwood Lane, Harrison, ID 83833 the following described premises, County of Kootenai, State of Idaho to-wit:

A portion of the Southwest Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at the Southwest corner of said Section 24, said corner being the intersection of the center line of Prairie Avenue and the centerline of Greensferry Road;

Thence along the centerline of Prairie Avenue, said centerline being also the South line of said Section 24, South 89°42' 24" East, 662.82 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said line, South 89° 42' 24" East, 331.41 feet;

Thence North 0° 08' 28" East, 659.37 feet;

Thence North 89° 32' 58" West, 331.72 feet;

Thence South 0° 06' 50" West, 660.28 feet to the TRUE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes,

levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

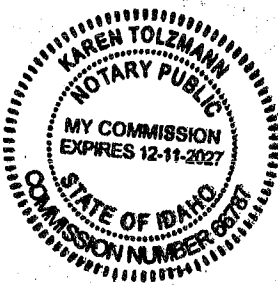
DATED. March 18, 2022

Janet L. Johnson
Janet L. Johnson

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this day 23rd of March, 2022 before me, a Notary Public in and for said State, personally appeared Janet L. Johnson known or identified to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Karen Tolzmann
Karen Tolzmann
Residing at: Hayden, ID
Commission Exp.: 12/11/2027





Escrow Number: N-60319

WIRE FRAUD ADVISORY

Parties to a real estate transaction are often targets for wire fraud and financial confidence schemes, unfortunately with many losing tens or hundreds of thousands of dollars because they relied (without verification) on "revised" or "new" wire instructions appearing to come from a trusted party to the transaction.

IF YOU INTEND TO WIRE FUNDS IN CONJUNCTION WITH THIS REAL ESTATE TRANSACTION, WE STRONGLY RECOMMEND THAT YOU VERBALLY VERIFY THOSE INSTRUCTIONS THROUGH A KNOWN, TRUSTED PHONE NUMBER PRIOR TO SENDING FUNDS.

In addition, the following self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **DO NOT RELY** on emails purporting to change wire instructions. North Idaho Title Insurance, Inc. will never change its wire instructions in the course of a transaction. If you receive a random or unsolicited email from anyone requesting funds to be wired, and attaching "new," "alternate," "updated," "revised" and/or "different" wire instructions, contact your escrow officer immediately (at a verifiable number in the manner noted below) and before wiring any money.
- **VERIFY** the wire instructions you do receive by calling the party who sent the instructions to you. However, **DO NOT** use the phone number provided in the email containing the instructions, and **DO NOT** send a reply email to verify, since the email address may be incorrect, fraudulent or being intercepted by the fraudster. Rather, use phone numbers you have called before and/or can independently verify through other sources (company website or internet search).
- **USE COMPLEX PASSWORDS** that are at least ten (10) characters long and contain a combination of mixed case, numbers, and symbols. You should also change your password often and not reuse the same password for other online accounts.
- **ENABLE MULTI-FACTOR AUTHENTICATION** for all email accounts. Your email provider may have specific instructions on how to implement this feature.
- **CHECK FOR AUTO-FORWARDING** on your email account and disable it. This is one of the most "silent" ways a fraudster can monitor your email account because every email that comes in is automatically forwarded to them, even if you change your password.

This Notice is not intended to provide legal or professional advice, nor is it an exclusive list of self-protection strategies. Customers are encouraged to always be aware of such schemes, and to contact their escrow officer if ever in doubt.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: 12/29/2021 1:39PM **File No.:** N-60319
Property: 8410 N. Greensferry Rd., Post Falls, ID 83854

Buyer/Borrower: Phillip E. Joseph and Jane E. Joseph

Seller: Doug Denesha and Jean Denesha

In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.

Listing Agent:

Windermere Realty
1000 Northwest Blvd.
Coeur D'Alene, ID 83814
(208) 659-6694
kylehogan@windermere.com
Attn: Kyle Hogan

Lender:

Banner Bank
1250 Barkley Blvd.
Bellingham, WA 98226
(360) 752-8283
Attn: Ajay Bradshaw-Vinson

Seller:

Doug Denesha and Jean Denesha

Selling Agent:

Tomlinson Sotheby's International Realty
223 E Sherman Ave
Coeur d'Alene, ID 83814
(208)667-1551
ron.mendenhall1@sothebysrealty.com
Attn: Ronald Mendenhall

Buyer/Borrower:

Phillip E. Joseph and Jane E. Joseph
1824 SE 23rd Ave.
Portland, OR 97214

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.



Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contact for this transaction are as follows:

Escrow Officer

Karen Tolzmann
601 E. Front Avenue, Suite 204
Coeur d'Alene, ID 83814
KarenT@northidahotitle.com
(208) 765-3333

Title Officer

Chantelle Fuhriman
601 E. Front Avenue
Coeur d'Alene, ID 83814
chantellef@northidahotitle.com
(208) 765-3333

Email escrow closing documents to:

6001edocs@northidahotitle.com

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



Commitment Issued By:

Order Number: **N-60319**

North Idaho Title Insurance, Inc.

601 E. Front Avenue, Suite 204

Suite 204

Coeur d'Alene, ID 83814

Escrow Officer: Karen Tolzmann
Phone: (208) 765-3333
Fax: (208) 765-1761
Escrow Officer Email: KarenT@northidahotitle.com
Email Loan Docs To: 6001edocs@northidahotitle.com

Customer Reference: **18094934**

Property Address: 8410 N. Greensferry Rd., Post Falls, ID 83854

Title Officer: Chantelle Fuhriman
Title Officer Email: chantellef@northidahotitle.com

EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy	\$4,550.00
2006 ALTA Extended Loan Policy	\$1,178.00
ALTA 8.1-06/CLTA 110.9-06 (1-4 Family)	\$10.00
ALTA 9-06 (Residential)	\$30.00
ALTA 22-06 (Location)	\$0.00
E-Recording Service Fee	\$8.50
Estimate of Charges	\$5,776.50

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company

ALTA Commitment for Title Insurance

Issued by Stewart Title Guaranty Company



NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Issued By:

North Idaho Title Insurance, Inc.
601 E. Front Avenue
Coeur d’Alene, ID 83814
Agent ID: 120044


Authorized Countersignature




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": a mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in the Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and the Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

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NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
 2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
 3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

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COMMITMENT - SCHEDULE A

1. Effective Date: December 14, 2021 at 7:30AM

2. Policy or Policies to be Issued:	Liability	Premium
2006 ALTA Standard Owners Policy PROPOSED INSURED:	\$1,750,000.00	\$4,550.00

Phillip E. Joseph and Jane E. Joseph

2006 ALTA Extended Loan Policy PROPOSED INSURED:	\$1,312,500.00	\$1,178.00
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Banner Bank, its successors and/or assigns

ALTA 8.1-06/CLTA 110.9-06 (1-4 Family)	\$10.00
ALTA 9-06 (Residential)	\$30.00
ALTA 22-06 (Location)	\$0.00

3. The interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Doug Denesha and Jean Denesha, husband and wife

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

See Exhibit "A" Attached For Legal Description

Inquiries should be directed to:

North Idaho Title Insurance, Inc.
601 E. Front Avenue
Suite 204
Coeur d'Alene, ID 83814

Escrow Officer:	Karen Tolzmann
Title Officer:	Chantelle Fuhriman
Phone:	(208) 765-3333
Fax:	(208) 765-1761

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Exhibit "A" Legal Description

Parcel 1:

A portion of the Southwest Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

Beginning at the Southwest Quarter of said Section 24, said corner being also the intersection of the centerline of Prairie Avenue and the centerline of Greensferry Road;

thence along the centerline of Greensferry Road, said line being also the West line of said Section 24, North 00°03'33" East, 662.10 feet;

thence South 89°32'58" East, 331.72 feet to the True Point of Beginning;

thence continuing South 89°32'58" East, 331.72 feet;

thence North 00°06'50" East, 660.27 feet;

thence along the North line of the Southwest Quarter of the Southwest Quarter of said Section 24, North 89°23'34" West, 332.05 feet;

thence South 00°05'08" West, 661.18 feet to the True Point of Beginning.

Parcel 2:

A portion of the Southwest Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

Beginning at the Southwest Quarter of said Section 24, said corner being also the intersection of the centerline of Prairie Avenue and the centerline of Greensferry Road;

thence along the centerline of Greensferry Road, said line being also the West line of said Section 24, North 00°03'33" East, 662.10 feet to the True Point of Beginning;

thence continuing along said line North 00°03'33" East, 662.09 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 24;

thence along the North line of the Southwest Quarter of the Southwest Quarter of said Section 24, South 89°23'34" East, 332.05 feet;

thence South 00°05'08" West, 661.18 feet;

thence North 89°32'58" West, 331.72 feet to the True Point of Beginning.

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company

SCHEDULE B - Part I REQUIREMENTS

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

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SCHEDULE B - Part II STANDARD EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

- B. STANDARD EXCEPTIONS
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
 - (2) Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 - (5) (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 - (6) Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (7) Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

PARAGRAPHS 1, 2, 3, 4, 5, 6, and 7 WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B - SECTION II.

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SCHEDULE B - Part II SPECIAL EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the year 2021:

1st Installment:	\$1,052.21	Paid
2nd Installment:	\$1,052.21	Open
Exemption(s):	Homeowner's Exemption of \$125,000.00	
Parcel No.:	51N05W-24-6220	
AIN No.:	104259	

Note: First Installment is delinquent December 21. Second Installment is delinquent June 21.
2. General taxes for the year 2022, a lien in the process of assessment, not yet due or payable.
3. Assessments for the Myers Water Association, if any, which are excluded from the coverage afforded hereby.
4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to Myers Water Association, Inc. in a document recorded October 26, 1979, as (instrument) 823832, Official Records:

Purpose:	well, water and irrigation lines and appurtenances
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[Document Link](#)
6. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded September 25, 1980, as (instrument) 854694, Official Records.

[Document Link](#)
7. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as dedicated in a document recorded October 14, 1980, as (instrument) 856482, Official Records:

Purpose:	30 foot wide road right-of-way for ingress and egress
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[Document Link](#)
8. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded October 23, 2001, as (instrument) 1701508, Official Records.

[Document Link](#)

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9. Record of Survey recorded January 10, 2003, as (instrument) 1774625, Official Records.

[Document Link](#)

10. A Deed of Trust to secure an indebtedness in the amount of \$493,800.00, and any other obligations secured thereby, dated June 23, 2021, recorded July 7, 2021, as (instrument) 2844891000, Official Records.

Trustor: Doug Denesha and Jean Denesha, husband and wife

Trustee: Fidelity National Title

Beneficiary: Mortgage Electronic Registration Systems, Inc. ("MERS") Acting solely as nominee for lender, LoanDepot.com, LLC, a Limited Liability Company

Loan No.: 104176572

MIN No.: 100053701041765727

***** End of Schedule B *****

*** INFORMATIONAL NOTES:

We have made a judgment search against Phillip E. Joseph and Jane E. Joseph, and find none.

The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [~www.alta.org~](http://www.alta.org).

In the event that this transaction fails to close, a fee with a minimum of \$200.00 will be charged to comply with the state insurance code.

There is no notice of record and therefore no search has been made for any unpaid assessments, charges or fees for sewer, water, garbage, irrigation and other possible utility services.

If the proposed insured under the policy to issue has any questions concerning the Schedule B requirements or exceptions from coverage, the Company will be pleased to provide an explanation. Please contact the title officer named on Schedule A of this commitment.

Address: 8410 N. Greensferry Rd., Post Falls, ID 83854

IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

Any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement.

ALL FUNDS DEPOSITED MUST BE BY WIRE, CASHIERS CHECK, OFFICIAL CHECK OR PERSONAL CHECK. REQUIRED TIME NECESSARY TO CLEAR EACH TYPE OF FUNDS WILL VARY.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS OR ANY FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

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NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

The only conveyances affecting said land, which recorded within 24 months of the date of this report are as follows:

Quitclaim Deed from Lily Denesha, an unmarried woman and Doug Denesha and Jean Denesha, husband and wife, to Doug Denesha and Jean Denesha, husband and wife, recorded July 7, 2021, as (instrument) 2844890000, Official Records.



MOTHER LODE HOLDING COMPANY

Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions, National Closing Solutions of Alabama, National Closing Solutions of Maryland, North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings, Premier Title Agency, Texas National Title, Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

7. Minors

We don't collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS

10. Requests Under the California Consumer Privacy Act ("CCPA")

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

11. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to privacy@mlhc.com; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.	Placer Title Co.
Montana Title and Escrow Co.	Placer Title Insurance Agency of Utah
National Closing Solutions, Inc.	Premier Title Agency
National Closing Solutions of Alabama	North Idaho Title Insurance Co.
National Closing Solutions of Maryland	Texas National Title
Premier Reverse Closings	Western Auxiliary Corp.
Centric Title and Escrow	Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

STG Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ request insurance-related services ■ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*

Effective Date: January 1, 2020

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints,	YES

	iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

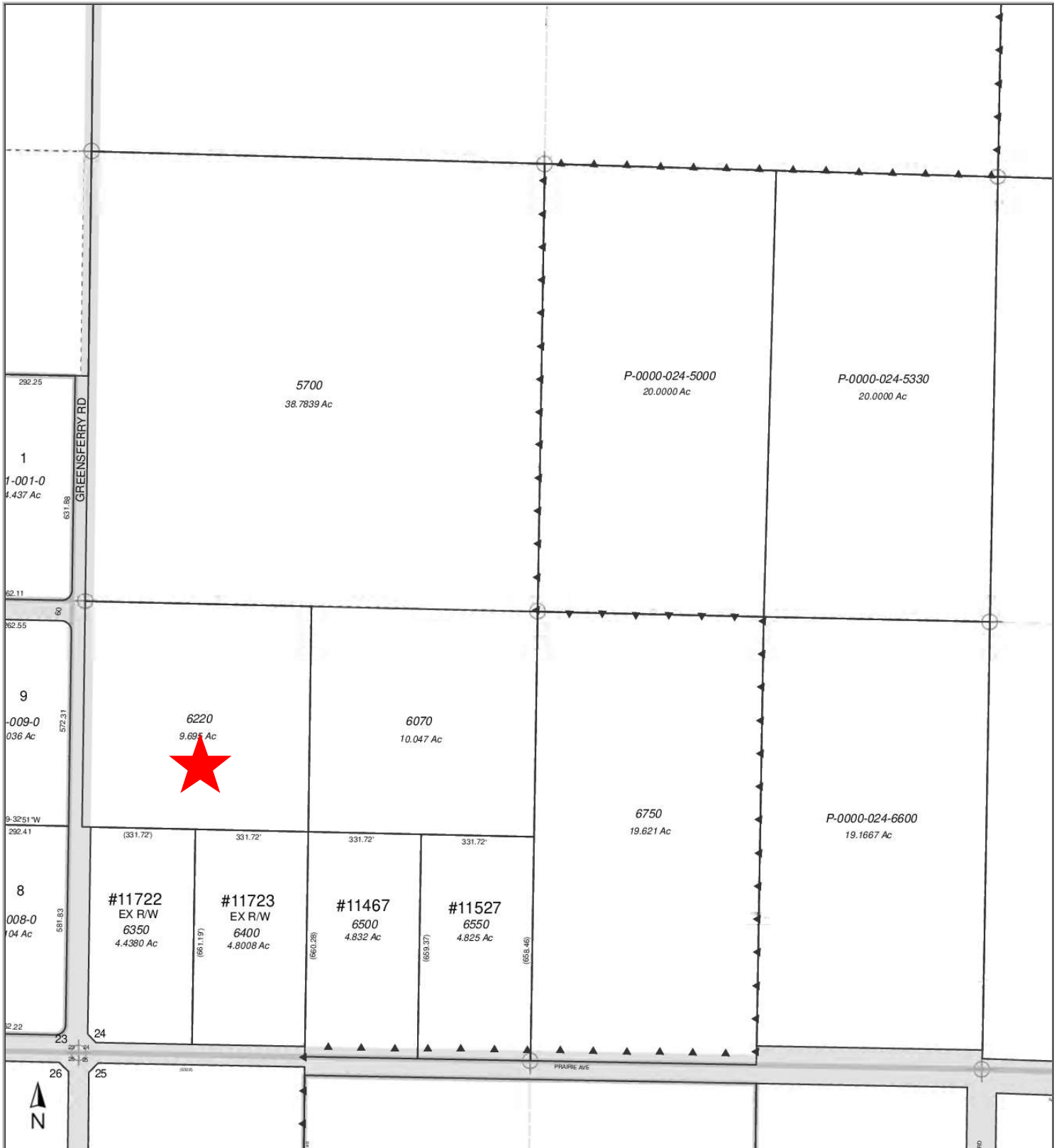
Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



ParcelID: 51N05W246220
Tax Account #: 104259
8410 N Greensferry Rd, Post Falls ID 83854

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.



Escrow Number: N-60318

WIRE FRAUD ADVISORY

Parties to a real estate transaction are often targets for wire fraud and financial confidence schemes, unfortunately with many losing tens or hundreds of thousands of dollars because they relied (without verification) on "revised" or "new" wire instructions appearing to come from a trusted party to the transaction.

IF YOU INTEND TO WIRE FUNDS IN CONJUNCTION WITH THIS REAL ESTATE TRANSACTION, WE STRONGLY RECOMMEND THAT YOU VERBALLY VERIFY THOSE INSTRUCTIONS THROUGH A KNOWN, TRUSTED PHONE NUMBER PRIOR TO SENDING FUNDS.

In addition, the following self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **DO NOT RELY** on emails purporting to change wire instructions. North Idaho Title Insurance, Inc. will never change its wire instructions in the course of a transaction. If you receive a random or unsolicited email from anyone requesting funds to be wired, and attaching "new," "alternate," "updated," "revised" and/or "different" wire instructions, contact your escrow officer immediately (at a verifiable number in the manner noted below) and before wiring any money.
- **VERIFY** the wire instructions you do receive by calling the party who sent the instructions to you. However, **DO NOT** use the phone number provided in the email containing the instructions, and **DO NOT** send a reply email to verify, since the email address may be incorrect, fraudulent or being intercepted by the fraudster. Rather, use phone numbers you have called before and/or can independently verify through other sources (company website or internet search).
- **USE COMPLEX PASSWORDS** that are at least ten (10) characters long and contain a combination of mixed case, numbers, and symbols. You should also change your password often and not reuse the same password for other online accounts.
- **ENABLE MULTI-FACTOR AUTHENTICATION** for all email accounts. Your email provider may have specific instructions on how to implement this feature.
- **CHECK FOR AUTO-FORWARDING** on your email account and disable it. This is one of the most "silent" ways a fraudster can monitor your email account because every email that comes in is automatically forwarded to them, even if you change your password.

This Notice is not intended to provide legal or professional advice, nor is it an exclusive list of self-protection strategies. Customers are encouraged to always be aware of such schemes, and to contact their escrow officer if ever in doubt.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: 12/29/2021 2:26PM **File No.:** N-60318
Property: 8414 N. Greensferry Rd., Post Falls, ID 83854
Buyer/Borrower: Phillip E. Joseph and Jane E. Joseph
Seller: Douglas P. Denesha and Jean L. Denesha, Co-Trustees of The Denesha Revocable Living Trust, dated June 6, 2012

In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.

Listing Agent:
Windermere Realty
1000 Northwest Blvd.
Coeur D'Alene, ID 83814
(208) 659-6694
kylehogan@windermere.com
Attn: Kyle Hogan

Lender:
Banner Bank
1250 Barkley Blvd.
Bellingham, WA 98226
(360) 752-8283
Attn: Ajay Bradshaw-Vinson

Seller:
Douglas P. Denesha and Jean L. Denesha, Co-Trustees of The Denesha Revocable Living Trust, dated June 6, 2012

Selling Agent:
Tomlinson Sotheby's International Realty
223 E Sherman Ave
Coeur d'Alene, ID 83814
(208)667-1551
ron.mendenhall1@sothebysrealty.com
Attn: Ronald Mendenhall

Buyer/Borrower:
Phillip E. Joseph and Jane E. Joseph
1824 SE 23rd Ave.
Portland, OR 97214

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.



Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contact for this transaction are as follows:

Escrow Officer

Karen Tolzmann
601 E. Front Avenue, Suite 204
Coeur d'Alene, ID 83814
KarenT@northidahotitle.com
(208) 765-3333

Title Officer

Jennifer Price
601 E. Front Avenue
Coeur d'Alene, ID 83814
JenniferP@northidahotitle.com
(208) 765-3333

Email escrow closing documents to:

6001edocs@northidahotitle.com

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



Commitment Issued By:

Order Number: **N-60318**

North Idaho Title Insurance, Inc.

601 E. Front Avenue, Suite 204

Suite 204

Coeur d'Alene, ID 83814

Escrow Officer: Karen Tolzmann
Phone: (208) 765-3333
Fax: (208) 765-1761
Escrow Officer Email: KarenT@northidahotitle.com
Email Loan Docs To: 6001edocs@northidahotitle.com

Customer Reference: **18094932**

Property Address: 8414 N. Greensferry Rd., Post Falls, ID 83854

Title Officer: Jennifer Price
Title Officer Email: JenniferP@northidahotitle.com

EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy	\$4,550.00
2006 ALTA Extended Loan Policy	\$1,178.00
ALTA 8.1-06/CLTA 110.9-06 (1-4 Family)	\$10.00
ALTA 9-06 (Residential)	\$30.00
ALTA 22-06 (Location)	\$0.00
E-Recording Service Fee	\$8.50
Estimate of Charges	\$5,776.50

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company

ALTA Commitment for Title Insurance

Issued by Stewart Title Guaranty Company



NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Issued By:

North Idaho Title Insurance, Inc.
601 E. Front Avenue
Coeur d’Alene, ID 83814
Agent ID: 120044


Authorized Countersignature




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": a mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in the Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and the Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II – Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies.

The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

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**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.

2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)

3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

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COMMITMENT - SCHEDULE A

1. Effective Date: December 13, 2021 at 7:30AM

2. Policy or Policies to be Issued:	Liability	Premium
2006 ALTA Standard Owners Policy	\$1,750,000.00	\$4,550.00
PROPOSED INSURED:		

Phillip E. Joseph and Jane E. Joseph

2006 ALTA Extended Loan Policy	\$1,312,500.00	\$1,178.00
PROPOSED INSURED:		

Banner Bank, Its Successors and/or Assigns

ALTA 8.1-06/CLTA 110.9-06 (1-4 Family)	\$10.00
ALTA 9-06 (Residential)	\$30.00
ALTA 22-06 (Location)	\$0.00

3. The interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Douglas P. Denesha and Jean L. Denesha, Co-Trustees of The Denesha Revocable Living Trust, dated June 6, 2012, also appearing of record as Douglas P. Denesha and Jean L. Denesha, husband and wife as community property with right of survivorship

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

See Exhibit "A" Attached For Legal Description

Inquiries should be directed to:

North Idaho Title Insurance, Inc.
601 E. Front Avenue
Suite 204
Coeur d'Alene, ID 83814

Escrow Officer:	Karen Tolzmann
Title Officer:	Jennifer Price
Phone:	(208) 765-3333
Fax:	(208) 765-1761

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Exhibit "A"
Legal Description

The Northeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho.

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company

SCHEDULE B - Part I REQUIREMENTS

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. The terms, provisions and conditions of that certain trust agreement referred to in the vesting herein. We will require that a copy of said trust and any amendments thereto as well as a copy of the Trust Certification be submitted for examination.

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SCHEDULE B - Part II STANDARD EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

- B. STANDARD EXCEPTIONS
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
 - (2) Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 - (5) (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 - (6) Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (7) Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

PARAGRAPHS 1, 2, 3, 4, 5, 6, and 7 WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B - SECTION II.

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SCHEDULE B - Part II SPECIAL EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the year 2021:
1st Installment: \$2,114.33 Paid
2nd Installment: \$2,114.33 Open
Exemption(s): Homeowner's Exemption of \$125,000.00
Parcel No.: 51N05W24-6070
AIN No.: 138058

Note: First Installment is delinquent December 21. Second Installment is delinquent June 21.

2. General taxes for the year 2022, a lien in the process of assessment, not yet due or payable.
3. Assessments for the Myers Water Association, if any, which are excluded from the coverage afforded hereby.
4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to Myers Water Association, Inc. in a document recorded October 26, 1979, as (instrument) 823832, Official Records:
Purpose: well, water and irrigation lines and appurtenances
[Document Link](#)
6. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as dedicated in a document recorded October 14, 1980, as (instrument) 856483, Official Records:
Purpose: 30 foot wide road right-of-way for ingress and egress
[Document Link](#)
7. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded October 23, 2001, as (instrument) 1701508, Official Records.
[Document Link](#)
8. Record of Survey recorded January 10, 2003, as (instrument) 1774625, Official Records.
[Document Link](#)
9. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded April 2, 2004, as

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(instrument) 1867580, Official Records.

[Document Link](#)

10. A Deed of Trust to secure an indebtedness in the amount of \$330,700.00, and any other obligations secured thereby, dated June 23, 2021, recorded July 6, 2021, as (instrument) 2844696000, Official Records.

Trustor: Douglas P. Denesha and Jean S. Denesha, Co-Trustees of the Denesha Revocable Living Trust dated June 6, 2012
Trustee: Fidelity National Title
Beneficiary: Mortgage Electronic Registration Systems, Inc. ("MERS") Acting solely as nominee for lender, LoanDepot.com LLC
Loan No.: 104176798
MIN No.: 100853701041767988

11. The terms, covenants and provisions of the Trust referred to in the vesting and the effect of any failure to comply with such terms.

***** End of Schedule B *****

*** INFORMATIONAL NOTES:

We have made a judgment search against Phillip E. Joseph and Jane E. Joseph, and find none.

The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at ~www.alta.org~.

In the event that this transaction fails to close, a fee with a minimum of \$200.00 will be charged to comply with the state insurance code.

There is no notice of record and therefore no search has been made for any unpaid assessments, charges or fees for sewer, water, garbage, irrigation and other possible utility services.

If the proposed insured under the policy to issue has any questions concerning the Schedule B requirements or exceptions from coverage, the Company will be pleased to provide an explanation. Please contact the title officer named on Schedule A of this commitment.

Address: 8414 N. Greensferry Rd., Post Falls, ID 83854

IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

Any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement.

ALL FUNDS DEPOSITED MUST BE BY WIRE, CASHIERS CHECK, OFFICIAL CHECK OR PERSONAL CHECK. REQUIRED TIME NECESSARY TO CLEAR EACH TYPE OF FUNDS WILL VARY.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS OR ANY FOREIGN CHECKS.

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PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

There are no conveyances affecting said land recorded within 24 months of the date of this report.



MOTHER LODE HOLDING COMPANY

**Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions,
National Closing Solutions of Alabama, National Closing Solutions of Maryland,
North Idaho Title Insurance, Placer Title Insurance Agency of Utah,
Premier Reverse Closings, Premier Title Agency, Texas National Title,
Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow**

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

7. Minors

We don't collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS

10. Requests Under the California Consumer Privacy Act ("CCPA")

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

11. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to privacy@mlhc.com; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.	Placer Title Co.
Montana Title and Escrow Co.	Placer Title Insurance Agency of Utah
National Closing Solutions, Inc.	Premier Title Agency
National Closing Solutions of Alabama	North Idaho Title Insurance Co.
National Closing Solutions of Maryland	Texas National Title
Premier Reverse Closings	Western Auxiliary Corp.
Centric Title and Escrow	Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

STG Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ request insurance-related services ■ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*

Effective Date: January 1, 2020

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints,	YES

	iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

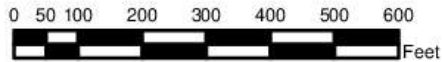
Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



ParcelID: 51N05W246070
Tax Account #: 135058
8414 N Greensferry Rd, Post Falls ID 83854

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.



Escrow Number: N-59975

WIRE FRAUD ADVISORY

Parties to a real estate transaction are often targets for wire fraud and financial confidence schemes, unfortunately with many losing tens or hundreds of thousands of dollars because they relied (without verification) on "revised" or "new" wire instructions appearing to come from a trusted party to the transaction.

IF YOU INTEND TO WIRE FUNDS IN CONJUNCTION WITH THIS REAL ESTATE TRANSACTION, WE STRONGLY RECOMMEND THAT YOU VERBALLY VERIFY THOSE INSTRUCTIONS THROUGH A KNOWN, TRUSTED PHONE NUMBER PRIOR TO SENDING FUNDS.

In addition, the following self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **DO NOT RELY** on emails purporting to change wire instructions. North Idaho Title Insurance, Inc. will never change its wire instructions in the course of a transaction. If you receive a random or unsolicited email from anyone requesting funds to be wired, and attaching "new," "alternate," "updated," "revised" and/or "different" wire instructions, contact your escrow officer immediately (at a verifiable number in the manner noted below) and before wiring any money.
- **VERIFY** the wire instructions you do receive by calling the party who sent the instructions to you. However, **DO NOT** use the phone number provided in the email containing the instructions, and **DO NOT** send a reply email to verify, since the email address may be incorrect, fraudulent or being intercepted by the fraudster. Rather, use phone numbers you have called before and/or can independently verify through other sources (company website or internet search).
- **USE COMPLEX PASSWORDS** that are at least ten (10) characters long and contain a combination of mixed case, numbers, and symbols. You should also change your password often and not reuse the same password for other online accounts.
- **ENABLE MULTI-FACTOR AUTHENTICATION** for all email accounts. Your email provider may have specific instructions on how to implement this feature.
- **CHECK FOR AUTO-FORWARDING** on your email account and disable it. This is one of the most "silent" ways a fraudster can monitor your email account because every email that comes in is automatically forwarded to them, even if you change your password.

This Notice is not intended to provide legal or professional advice, nor is it an exclusive list of self-protection strategies. Customers are encouraged to always be aware of such schemes, and to contact their escrow officer if ever in doubt.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: 11/23/2021 11:11AM **File No.:** N-59975
Property: 9237 W. Prairie Ave., Post Falls, ID 83854

Buyer/Borrower: Phillip Joseph and Jane Joseph

Seller: Robert Oliver and Janice Oliver

In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.

Listing Agent:
Windermere Realty
1000 Northwest Blvd.
Coeur D'Alene, ID 83814
(208) 659-6694
kylehogan@windermere.com
Attn: Kyle Hogan
Lender:

Selling Agent:
Tomlinson Sotheby's International Realty
223 E Sherman Ave
Coeur d'Alene, ID 83814
(208)667-1551
ron.mendenhall1@sothebysrealty.com
Attn: Ronald Mendenhall
Buyer/Borrower:
Phillip Joseph and Jane Joseph

Attn:
Seller:
Robert Oliver and Janice Oliver

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contact for this transaction are as follows:

Escrow Officer

Karen Tolzmann
601 E. Front Avenue, Suite 204
Coeur d'Alene, ID 83814
KarenT@northidahotitle.com
(208) 765-3333

Title Officer

Shandi Economu
601 E. Front Avenue
Coeur d'Alene, ID 83814
Shandie@northidahotitle.com
(208) 765-3333

Email escrow closing documents to:

6001edocs@northidahotitle.com

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



Commitment Issued By:

Order Number: N-59975

North Idaho Title Insurance, Inc.

601 E. Front Avenue, Suite 204

Suite 204

Coeur d'Alene, ID 83814

Escrow Officer: Karen Tolzmann
Phone: (208) 765-3333
Fax: (208) 765-1761
Escrow Officer Email: KarenT@northidahotitle.com
Email Loan Docs To: 6001edocs@northidahotitle.com

Customer Reference: **Joseph**

Property Address: 9237 W. Prairie Ave., Post Falls, ID 83854

Title Officer: Shandi Economu
Title Officer Email: Shandie@northidahotitle.com

EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy	\$2,679.00
E-Recording Service Fee	\$4.25
Estimate of Charges	\$2,683.25

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company

ALTA Commitment for Title Insurance

Issued by Stewart Title Guaranty Company



NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Issued By:

North Idaho Title Insurance, Inc.
601 E. Front Avenue
Coeur d’Alene, ID 83814
Agent ID: 120044


Authorized Countersignature




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": a mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in the Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and the Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II – Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies.

The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

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NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
 2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
 3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

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COMMITMENT - SCHEDULE A

1. Effective Date: November 15, 2021 at 7:30AM

2. Policy or Policies to be Issued:	Liability	Premium
2006 ALTA Standard Owners Policy	\$850,000.00	\$2,679.00
PROPOSED INSURED:		

Phillip Joseph and Jane Joseph

3. The interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Robert M. Oliver and Janice L. L. Oliver, husband and wife

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

See Exhibit "A" Attached For Legal Description

Inquiries should be directed to:

North Idaho Title Insurance, Inc.
601 E. Front Avenue
Suite 204
Coeur d'Alene, ID 83814

Escrow Officer: Karen Tolzmann
Title Officer: Shandi Economu
Phone: (208) 765-3333
Fax: (208) 765-1761

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Exhibit "A" Legal Description

A portion of the Southwest Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Beginning at the Southwest corner of said Section 24, said corner being the intersection of the centerline of Prairie Avenue and the centerline of Greensferry Road;

thence along the centerline of Prairie Avenue, said centerline being also the South line of said Section 24, South 89°42'24" East, 994.41 feet to the True Point of Beginning;

thence continuing along said line South 89°42'24" East, 331.41 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 24;

thence along the East line of the Southwest Quarter of the Southwest Quarter of said Section 24, North 00°10'12" East, 658.46 feet;

thence North 89°32'58" West, 331.72 feet;

thence South 00°08'28" West, 659.37 feet to the True Point of Beginning.

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SCHEDULE B - Part I REQUIREMENTS

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

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SCHEDULE B - Part II STANDARD EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

- B. STANDARD EXCEPTIONS
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
 - (2) Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 - (5) (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 - (6) Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (7) Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

PARAGRAPHS 1, 2, 3, 4, 5, 6, and 7 WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B - SECTION II.

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SCHEDULE B - Part II SPECIAL EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the year 2021:

1st Installment:	\$1,195.50	Open
2nd Installment:	\$1,195.50	Open
Exemption(s):	Homeowner's Exemption of \$125,000.00	
Parcel No.:	51N05W24-6550	
AIN No.:	127170	

Note: First Installment is delinquent December 21. Second Installment is delinquent June 21.

2. Assessments for the Myers Water Association, if any, which are excluded from the coverage afforded hereby.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded August 3, 1979, as (book) 301 (page) 863, Official Records.
5. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded July 19, 1999, as (instrument) 1598587, Official Records.
6. A Deed of Trust to secure an indebtedness in the amount of \$633,000.00, and any other obligations secured thereby, dated April 24, 2018, recorded May 7, 2018, as (instrument) 2642287000, Official Records.

Trustor:	Robert M. Oliver and Janice L. Oliver, husband and wife
Trustee:	Alliance Title & Escrow Corp.
Beneficiary:	Mortgage Electronic Registration Systems, Inc. ("MERS") Acting solely as nominee for lender, American Advisors Group
Loan No.:	9580702
MIN No.:	100940000095807021

7. A Deed of Trust to secure an indebtedness in the amount of \$633,000.00, and any other obligations secured thereby, dated April 24, 2018, recorded May 7, 2018, as (instrument) 2642288000, Official Records.

Trustor:	Robert M. Oliver and Janice L. Oliver, husband and wife
Trustee:	The Senior Official with Responsibility for Single Family Mortgage Insurance Programs in the Department of Housing and Urban Development Field Office with Jurisdiction over the Property described

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below, or a Designee of that Official

Beneficiary: Mortgage Electronic Registration Systems, Inc. ("MERS") Acting solely as nominee for lender, Commissioner of Housing and Urban Development

Loan No.: 9580702

MIN No.: 100940000095807021

***** End of Schedule B *****

*** INFORMATIONAL NOTES:

We have made a judgment search against Phillip Joseph and Jane Joseph, and find none.

The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

In the event that this transaction fails to close, a fee with a minimum of \$200.00 will be charged to comply with the state insurance code.

There is no notice of record and therefore no search has been made for any unpaid assessments, charges or fees for sewer, water, garbage, irrigation and other possible utility services.

If the proposed insured under the policy to issue has any questions concerning the Schedule B requirements or exceptions from coverage, the Company will be pleased to provide an explanation. Please contact the title officer named on Schedule A of this commitment.

Address: 9237 W. Prairie Ave., Post Falls, ID 83854

IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

Any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement.

ALL FUNDS DEPOSITED MUST BE BY WIRE, CASHIERS CHECK, OFFICIAL CHECK OR PERSONAL CHECK. REQUIRED TIME NECESSARY TO CLEAR EACH TYPE OF FUNDS WILL VARY.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS OR ANY FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

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MOTHER LODE HOLDING COMPANY

Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions, National Closing Solutions of Alabama, National Closing Solutions of Maryland, North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings, Premier Title Agency, Texas National Title, Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

7. Minors

We don't collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS

10. Requests Under the California Consumer Privacy Act ("CCPA")

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

11. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to privacy@mlhc.com; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.	Placer Title Co.
Montana Title and Escrow Co.	Placer Title Insurance Agency of Utah
National Closing Solutions, Inc.	Premier Title Agency
National Closing Solutions of Alabama	North Idaho Title Insurance Co.
National Closing Solutions of Maryland	Texas National Title
Premier Reverse Closings	Western Auxiliary Corp.
Centric Title and Escrow	Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

STG Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ request insurance-related services ■ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*

Effective Date: January 1, 2020

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints,	YES

	iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

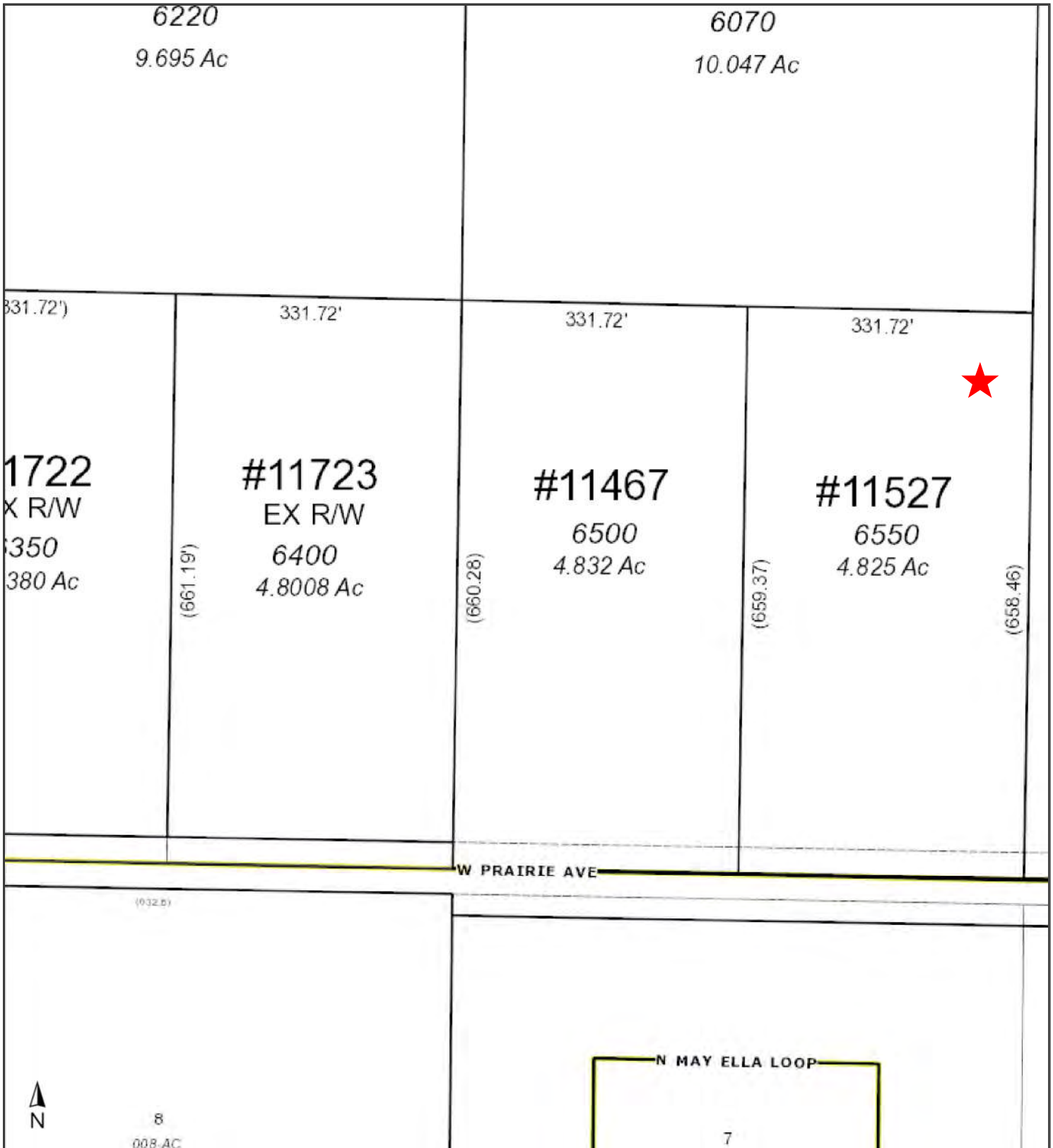
Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



ParcelID: 51N05W246550
Tax Account #: 127170
9237 W Prairie Ave, Post Falls ID 83854

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.



Escrow Number: N-60781

WIRE FRAUD ADVISORY

Parties to a real estate transaction are often targets for wire fraud and financial confidence schemes, unfortunately with many losing tens or hundreds of thousands of dollars because they relied (without verification) on "revised" or "new" wire instructions appearing to come from a trusted party to the transaction.

IF YOU INTEND TO WIRE FUNDS IN CONJUNCTION WITH THIS REAL ESTATE TRANSACTION, WE STRONGLY RECOMMEND THAT YOU VERBALLY VERIFY THOSE INSTRUCTIONS THROUGH A KNOWN, TRUSTED PHONE NUMBER PRIOR TO SENDING FUNDS.

In addition, the following self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **DO NOT RELY** on emails purporting to change wire instructions. North Idaho Title Insurance, Inc. will never change its wire instructions in the course of a transaction. If you receive a random or unsolicited email from anyone requesting funds to be wired, and attaching "new," "alternate," "updated," "revised" and/or "different" wire instructions, contact your escrow officer immediately (at a verifiable number in the manner noted below) and before wiring any money.
- **VERIFY** the wire instructions you do receive by calling the party who sent the instructions to you. However, **DO NOT** use the phone number provided in the email containing the instructions, and **DO NOT** send a reply email to verify, since the email address may be incorrect, fraudulent or being intercepted by the fraudster. Rather, use phone numbers you have called before and/or can independently verify through other sources (company website or internet search).
- **USE COMPLEX PASSWORDS** that are at least ten (10) characters long and contain a combination of mixed case, numbers, and symbols. You should also change your password often and not reuse the same password for other online accounts.
- **ENABLE MULTI-FACTOR AUTHENTICATION** for all email accounts. Your email provider may have specific instructions on how to implement this feature.
- **CHECK FOR AUTO-FORWARDING** on your email account and disable it. This is one of the most "silent" ways a fraudster can monitor your email account because every email that comes in is automatically forwarded to them, even if you change your password.

This Notice is not intended to provide legal or professional advice, nor is it an exclusive list of self-protection strategies. Customers are encouraged to always be aware of such schemes, and to contact their escrow officer if ever in doubt.

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: 2/7/2022 4:46PM **File No.:** N-60781
Property: 9317 W. Prairie Ave., Post Falls, ID 83854

Buyer/Borrower: Phillip Joseph and Jane Joseph

Seller: Janet Johnson

In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.

Listing Agent:
Windermere Realty
1000 Northwest Blvd.
Coeur D'Alene, ID 83814
(208) 659-6694
kylehogan@windermere.com
Attn: Kyle Hogan
Lender:

Selling Agent:
Tomlinson Sotheby's International Realty
223 E Sherman Ave
Coeur d'Alene, ID 83814
(208)667-1551
ron.mendenhall1@sothebysrealty.com
Attn: Ronald Mendenhall
Buyer/Borrower:
Phillip Joseph and Jane Joseph

Attn:
Seller:
Janet Johnson

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contact for this transaction are as follows:

Escrow Officer

Karen Tolzmann
601 E. Front Avenue, Suite 204
Coeur d'Alene, ID 83814
KarenT@northidahotitle.com
(208) 765-3333

Title Officer

Shandi Economu
601 E. Front Avenue
Coeur d'Alene, ID 83814
Shandie@northidahotitle.com
(208) 765-3333

Email escrow closing documents to:

6001edocs@northidahotitle.com

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



Commitment Issued By:

Order Number: **N-60781**

North Idaho Title Insurance, Inc.

601 E. Front Avenue, Suite 204
Suite 204
Coeur d'Alene, ID 83814

Escrow Officer: Karen Tolzmann
Phone: (208) 765-3333
Fax: (208) 765-1761
Escrow Officer Email: KarenT@northidahotitle.com
Email Loan Docs To: 6001edocs@northidahotitle.com

Customer Reference: **Joseph**

Property Address: 9317 W. Prairie Ave., Post Falls, ID 83854

Title Officer: Shandi Economu
Title Officer Email: Shandie@northidahotitle.com

EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy	\$2,803.00
2006 ALTA Extended Loan Policy	\$583.00
ALTA 8.1-06/CLTA 110.9-06 (1-4 Family)	\$10.00
ALTA 9-06 (Residential)	\$30.00
ALTA 22-06 (Location)	\$0.00
E-Recording Service Fee	\$8.50
Estimate of Charges	\$3,434.50

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company

ALTA Commitment for Title Insurance

Issued by Stewart Title Guaranty Company



NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

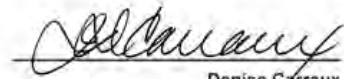
Issued By:

North Idaho Title Insurance, Inc.
601 E. Front Avenue
Coeur d’Alene, ID 83814
Agent ID: 120044


Authorized Countersignature




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": a mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in the Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and the Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II – Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies.

The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

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NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
 2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
 3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

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COMMITMENT - SCHEDULE A

1. Effective Date: January 27, 2022 at 7:30AM

2. Policy or Policies to be Issued:	Liability	Premium
2006 ALTA Standard Owners Policy	\$900,000.00	\$2,803.00
PROPOSED INSURED:		

Phillip Joseph and Jane Joseph

2006 ALTA Extended Loan Policy	\$450,000.00	\$583.00
PROPOSED INSURED:		

TBD

ALTA 8.1-06/CLTA 110.9-06 (1-4 Family)	\$10.00
ALTA 9-06 (Residential)	\$30.00
ALTA 22-06 (Location)	\$0.00

3. The interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Janet L. Johnson, a widow

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

See Exhibit "A" Attached For Legal Description

Inquiries should be directed to:

North Idaho Title Insurance, Inc.
601 E. Front Avenue
Suite 204
Coeur d'Alene, ID 83814

Escrow Officer:	Karen Tolzmann
Title Officer:	Shandi Economu
Phone:	(208) 765-3333
Fax:	(208) 765-1761

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Exhibit "A" Legal Description

A portion of the Southwest Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at the Southwest corner of said Section 24, said corner being the intersection of the center line of Prairie Avenue and the centerline of Greensferry Road;

Thence along the centerline of Prairie Avenue, said centerline being also the South line of said Section 24, South 89°42' 24" East, 662.82 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said line, South 89° 42' 24" East, 331.41 feet;

Thence North 0° 08' 28" East, 659.37 feet;

Thence North 89° 32' 58" West, 331.72 feet;

Thence South 0° 06' 50' West, 660.28 feet to the TRUE POINT OF BEGINNING.

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SCHEDULE B - Part I REQUIREMENTS

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. According to the application for title insurance, William R.E. Johnson is deceased however we find no record of probate with Kootenai County. We will require a surviving spouse affidavit and death certificate be recorded at closing.

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SCHEDULE B - Part II STANDARD EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

- B. STANDARD EXCEPTIONS
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
 - (2) Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 - (5) (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 - (6) Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (7) Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

PARAGRAPHS 1, 2, 3, 4, 5, 6, and 7 WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B - SECTION II.

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SCHEDULE B - Part II SPECIAL EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the year 2021:

1st Installment: \$1,000.00 Paid
 2nd Installment: \$999.31 Open
 Exemption(s): Homeowner's Exemption \$125,000.00
 Parcel No.: 51N05W-24-6500
 AIN No.: 122389

Note: First Installment is delinquent December 21. Second Installment is delinquent June 21.

2. General taxes for the year 2022, a lien in the process of assessment, not yet due or payable.
3. Assessments for the Myers Water Association, if any, which are excluded from the coverage afforded hereby.
4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded April 16, 1978, as (book) 298 (page) 340, Official Records:
 Purpose: For well purposes and water lines and ingress and egress to and from aid well and water lines, terms, conditions, assessments and stipulations
[Document Link](#)
6. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded September 14, 1979, as (book) 301 (page) 863, Official Records.
[Document Link](#)
7. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded October 26, 1979, as (book) 302 (page) 856, Official Records:
 Purpose: To construct, improve, repair domestic and/or irrigation water lines
[Document Link](#)
8. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded October 23, 2001, as (instrument) 1701508, Official Records.
[Document Link](#)

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9. Record of Survey recorded January 10, 2003, as (book) 21 (page) 474, Official Records.
[Document Link](#)
10. County road right of way and release of damages as set forth in Viewers Report dated July 10, 1891, recorded January 6, 2014, as (instrument) 2442046000, Official Records.
[Document Link](#)
11. Rights of the public as to that portion of the herein described property lying within Prairie Avenue, a public road.
12. A Deed of Trust to secure an indebtedness in the amount of \$192,000.00, and any other obligations secured thereby, dated September 16, 2021, recorded September 22, 2021, as (instrument) 2860810000, Official Records.

Trustor: Janet L. Johnson, an unmarried woman
Trustee: First American Title
Beneficiary: Mortgage Electronic Registration Systems, Inc. ("MERS") Acting solely as nominee for lender, Rocket Mortgage, LLC, FKA Quicken Loans, LLC
Loan No.: 3485877936
MIN No.: 100039034858779368

***** End of Schedule B *****

*** INFORMATIONAL NOTES:

We have made a judgment search against Phillip Joseph and Jane Joseph, and find none.

The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [~www.alta.org~](http://www.alta.org).

In the event that this transaction fails to close, a fee with a minimum of \$200.00 will be charged to comply with the state insurance code.

There is no notice of record and therefore no search has been made for any unpaid assessments, charges or fees for sewer, water, garbage, irrigation and other possible utility services.

If the proposed insured under the policy to issue has any questions concerning the Schedule B requirements or exceptions from coverage, the Company will be pleased to provide an explanation. Please contact the title officer named on Schedule A of this commitment.

Address: 9317 W. Prairie Ave., Post Falls, ID 83854

IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

Any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement.

ALL FUNDS DEPOSITED MUST BE BY WIRE, CASHIERS CHECK, OFFICIAL CHECK OR PERSONAL CHECK. REQUIRED

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TIME NECESSARY TO CLEAR EACH TYPE OF FUNDS WILL VARY.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS OR ANY FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

There are no conveyances affecting said land recorded within 24 months of the date of this report.



MOTHER LODE HOLDING COMPANY

Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions, National Closing Solutions of Alabama, National Closing Solutions of Maryland, North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings, Premier Title Agency, Texas National Title, Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

7. Minors

We don't collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS

10. Requests Under the California Consumer Privacy Act ("CCPA")

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

11. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to privacy@mlhc.com; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.	Placer Title Co.
Montana Title and Escrow Co.	Placer Title Insurance Agency of Utah
National Closing Solutions, Inc.	Premier Title Agency
National Closing Solutions of Alabama	North Idaho Title Insurance Co.
National Closing Solutions of Maryland	Texas National Title
Premier Reverse Closings	Western Auxiliary Corp.
Centric Title and Escrow	Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

STG Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ request insurance-related services ■ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*

Effective Date: January 1, 2020

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints,	YES

	iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

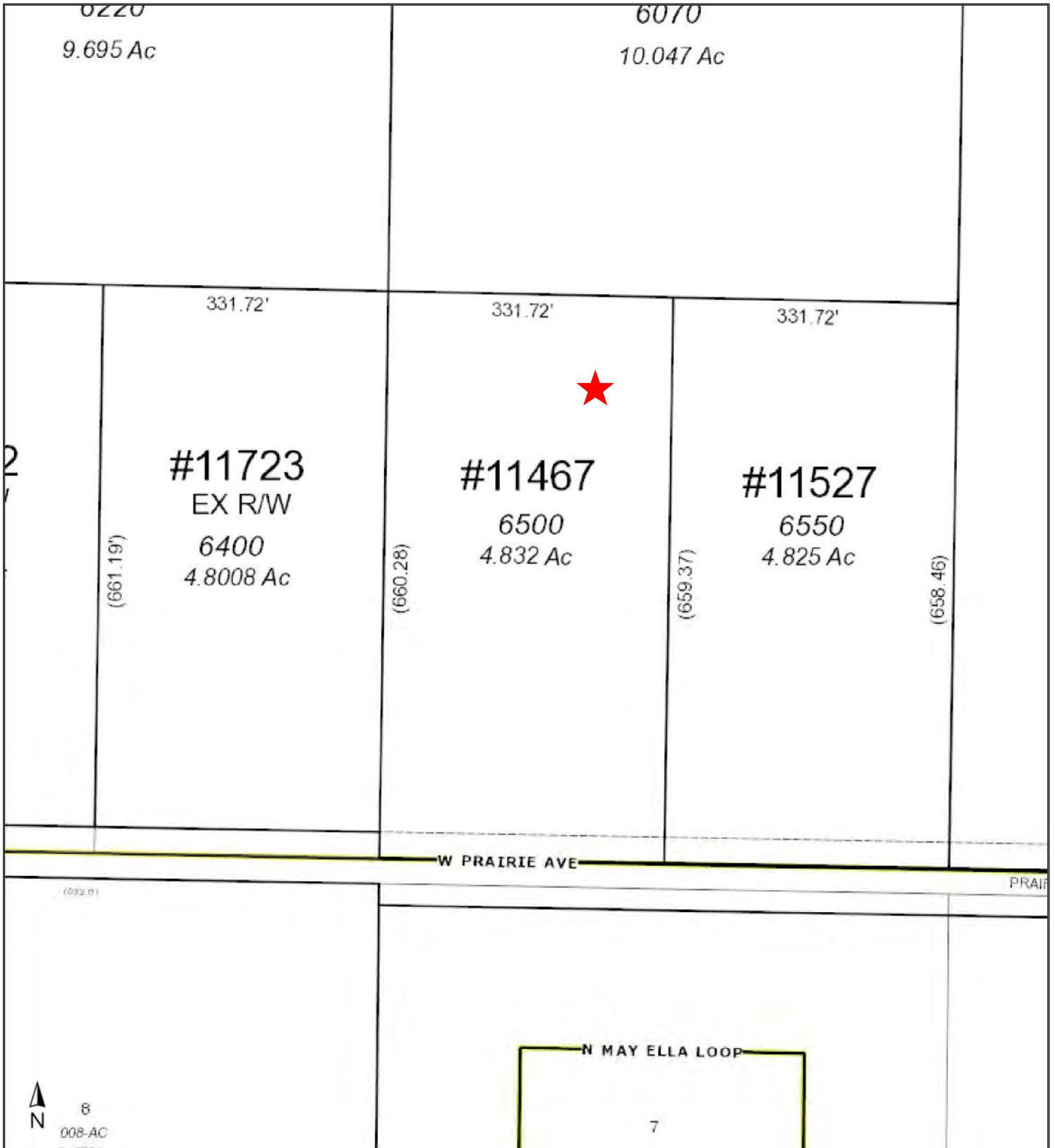
Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



ParcelID: 51N05W246500
Tax Account #: 122389
9317 W Prairie Ave, Post Falls ID 83854

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.



Escrow Number: N-60336

WIRE FRAUD ADVISORY

Parties to a real estate transaction are often targets for wire fraud and financial confidence schemes, unfortunately with many losing tens or hundreds of thousands of dollars because they relied (without verification) on "revised" or "new" wire instructions appearing to come from a trusted party to the transaction.

IF YOU INTEND TO WIRE FUNDS IN CONJUNCTION WITH THIS REAL ESTATE TRANSACTION, WE STRONGLY RECOMMEND THAT YOU VERBALLY VERIFY THOSE INSTRUCTIONS THROUGH A KNOWN, TRUSTED PHONE NUMBER PRIOR TO SENDING FUNDS.

In addition, the following self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **DO NOT RELY** on emails purporting to change wire instructions. North Idaho Title Insurance, Inc. will never change its wire instructions in the course of a transaction. If you receive a random or unsolicited email from anyone requesting funds to be wired, and attaching "new," "alternate," "updated," "revised" and/or "different" wire instructions, contact your escrow officer immediately (at a verifiable number in the manner noted below) and before wiring any money.
- **VERIFY** the wire instructions you do receive by calling the party who sent the instructions to you. However, **DO NOT** use the phone number provided in the email containing the instructions, and **DO NOT** send a reply email to verify, since the email address may be incorrect, fraudulent or being intercepted by the fraudster. Rather, use phone numbers you have called before and/or can independently verify through other sources (company website or internet search).
- **USE COMPLEX PASSWORDS** that are at least ten (10) characters long and contain a combination of mixed case, numbers, and symbols. You should also change your password often and not reuse the same password for other online accounts.
- **ENABLE MULTI-FACTOR AUTHENTICATION** for all email accounts. Your email provider may have specific instructions on how to implement this feature.
- **CHECK FOR AUTO-FORWARDING** on your email account and disable it. This is one of the most "silent" ways a fraudster can monitor your email account because every email that comes in is automatically forwarded to them, even if you change your password.

This Notice is not intended to provide legal or professional advice, nor is it an exclusive list of self-protection strategies. Customers are encouraged to always be aware of such schemes, and to contact their escrow officer if ever in doubt.

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: 12/28/2021 11:09AM **File No.:** N-60336
Property: 9439 W. Prairie Ave., Post Falls, ID 83854

Buyer/Borrower: Phillip Joseph and Jane Joseph

Seller: Cynthia L. Turner and David A. Turner

In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.

Listing Agent:
Tomlinson Sotheby's International Realty
223 E Sherman Ave
Coeur d'Alene, ID 83814
(208)667-1551
ron.mendenhall1@sothebysrealty.com
Attn: Ronald Mendenhall

Lender:

Selling Agent:
Tomlinson Sotheby's International Realty
223 E Sherman Ave
Coeur d'Alene, ID 83814
(208)667-1551
ron.mendenhall1@sothebysrealty.com
Attn: Ronald Mendenhall

Buyer/Borrower:
Phillip Joseph and Jane Joseph

Attn:

Seller:
Cynthia L. Turner and David A. Turner

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contact for this transaction are as follows:

Escrow Officer

Karen Tolzmann
601 E. Front Avenue, Suite 204
Coeur d'Alene, ID 83814
KarenT@northidahotitle.com
(208) 765-3333

Title Officer

Shandi Economu
601 E. Front Avenue
Coeur d'Alene, ID 83814
Shandie@northidahotitle.com
(208) 765-3333

Email escrow closing documents to:

6001edocs@northidahotitle.com

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company


NIT
NORTH IDAHO TITLE
A MOTHER LODE COMPANY
COMMITMENT

Commitment Issued By:

Order Number: N-60336

North Idaho Title Insurance, Inc.

601 E. Front Avenue, Suite 204
Suite 204
Coeur d'Alene, ID 83814

Escrow Officer: Karen Tolzmann
Phone: (208) 765-3333
Fax: (208) 765-1761
Escrow Officer Email: KarenT@northidahotitle.com
Email Loan Docs To: 6001edocs@northidahotitle.com

Customer Reference: **Joseph**

Property Address: 9439 W. Prairie Ave., Post Falls, ID 83854

Title Officer: Shandi Economu
Title Officer Email: Shandie@northidahotitle.com

EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy	\$2,741.00
2006 ALTA Extended Loan Policy	\$472.00
ALTA 8.1-06/CLTA 110.9-06 (1-4 Family)	\$10.00
ALTA 9-06 (Residential)	\$30.00
ALTA 22-06 (Location)	\$0.00
E-Recording Service Fee	\$8.50
Estimate of Charges	\$3,261.50

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company

ALTA Commitment for Title Insurance

Issued by Stewart Title Guaranty Company



NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Issued By:

North Idaho Title Insurance, Inc.
601 E. Front Avenue
Coeur d’Alene, ID 83814
Agent ID: 120044


Authorized Countersignature




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": a mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in the Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and the Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II – Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies.

The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

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**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
 2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
 3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

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COMMITMENT - SCHEDULE A

1. Effective Date: December 13, 2021 at 7:30AM

2. Policy or Policies to be Issued:	Liability	Premium
2006 ALTA Standard Owners Policy	\$875,000.00	\$2,741.00
PROPOSED INSURED:		

Phillip Joseph and Jane Joseph

2006 ALTA Extended Loan Policy	\$300,000.00	\$472.00
PROPOSED INSURED:		

TBD

ALTA 8.1-06/CLTA 110.9-06 (1-4 Family)	\$10.00
ALTA 9-06 (Residential)	\$30.00
ALTA 22-06 (Location)	\$0.00

3. The interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

David A. Turner and Cynthia L. Turner, husband and wife

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

See Exhibit "A" Attached For Legal Description

Inquiries should be directed to:

North Idaho Title Insurance, Inc.
601 E. Front Avenue
Suite 204
Coeur d'Alene, ID 83814

Escrow Officer:	Karen Tolzmann
Title Officer:	Shandi Economu
Phone:	(208) 765-3333
Fax:	(208) 765-1761

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Exhibit "A" Legal Description

A portion of the Southwest Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at the Southwest corner of said Section 24, said corner being the intersection of the center line of Prairie Avenue and the centerline of Greensferry Road;

Thence along the centerline of Prairie Avenue, said centerline being also the Southline of said Section 24, South 89°42' 24" East, 331.41 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said line, South 89° 42' 24" East, 331.41 feet;

Thence North 0° 06' 50" East, 660.28 feet;

Thence North 89° 32' 58" West, 331.72 feet;

Thence South 0° 05' 08" West, 661.19 feet to the TRUE POINT OF BEGINNING.

LESS AND EXCEPT any portion lying within the road right of way.

AND LESS AND EXCEPT that portion conveyed to the Post Falls Highway District in Deed recorded August 2, 2019 as Instrument No. 2705072000, Official Records.

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SCHEDULE B - Part I REQUIREMENTS

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

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SCHEDULE B - Part II STANDARD EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

- B. STANDARD EXCEPTIONS
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
 - (2) Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 - (5) (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 - (6) Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (7) Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

PARAGRAPHS 1, 2, 3, 4, 5, 6, and 7 WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B - SECTION II.

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SCHEDULE B - Part II SPECIAL EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the year 2021:

1st Installment: \$1,214.89 Paid
 2nd Installment: \$1,214.88 Open
 Exemption(s): Homeowner's Exemption of \$125,000.00
 Parcel No.: 51N05W-24-6400
 AIN No.: 101863

Note: First Installment is delinquent December 21. Second Installment is delinquent June 21.

2. General taxes for the year 2022, a lien in the process of assessment, not yet due or payable.
3. Assessments for the Myers Water Association, if any, which are excluded from the coverage afforded hereby.
4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. Reservations contained in U.S. Patent, recorded June 17, 1924 in Book 83 of Deeds, Page 40, Official Records.
[Document Link](#)
6. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded April 16, 1978, as (book) 298 (page) 340, Official Records:
 Purpose: For well purposes and water lines and ingress and egress to and from aid well and water lines, terms, conditions, assessments and stipulations
[Document Link](#)
7. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded September 14, 1979, as (book) 301 (page) 863, Official Records.
[Document Link](#)
8. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded October 26, 1979, as (book) 302 (page) 856, Official Records:
 Purpose: To construct, improve, repair domestic and/or irrigation water lines
[Document Link](#)

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

9. A Deed of Trust to secure an indebtedness in the amount of \$343,500.00, and any other obligations secured thereby, dated January 19, 2021, recorded January 25, 2021, as (instrument) 2806987000, Official Records.

Trustor: David A. Turner and Cynthia L. Turner, husband and wife
Trustee: North Idaho Title Insurance, Inc.
Beneficiary: Mortgage Electronic Registration Systems, Inc. ("MERS") Acting solely as nominee for lender, Mountain West Bank, Division of Glacier Bank
Loan No.: 3830120108832
MIN No.: 1002915-5679240164-5

***** End of Schedule B *****

*** INFORMATIONAL NOTES:

We have made a judgment search against Phillip Joseph and Jane Joseph, and find none.

The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

In the event that this transaction fails to close, a fee with a minimum of \$200.00 will be charged to comply with the state insurance code.

There is no notice of record and therefore no search has been made for any unpaid assessments, charges or fees for sewer, water, garbage, irrigation and other possible utility services.

If the proposed insured under the policy to issue has any questions concerning the Schedule B requirements or exceptions from coverage, the Company will be pleased to provide an explanation. Please contact the title officer named on Schedule A of this commitment.

Address: 9439 W. Prairie Ave., Post Falls, ID 83854

IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

Any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement.

ALL FUNDS DEPOSITED MUST BE BY WIRE, CASHIERS CHECK, OFFICIAL CHECK OR PERSONAL CHECK. REQUIRED TIME NECESSARY TO CLEAR EACH TYPE OF FUNDS WILL VARY.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS OR ANY FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

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There are no conveyances affecting said land recorded within 24 months of the date of this report.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.



MOTHER LODE HOLDING COMPANY

Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions, National Closing Solutions of Alabama, National Closing Solutions of Maryland, North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings, Premier Title Agency, Texas National Title, Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

7. Minors

We don't collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS

10. Requests Under the California Consumer Privacy Act ("CCPA")

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

11. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to privacy@mlhc.com; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.	Placer Title Co.
Montana Title and Escrow Co.	Placer Title Insurance Agency of Utah
National Closing Solutions, Inc.	Premier Title Agency
National Closing Solutions of Alabama	North Idaho Title Insurance Co.
National Closing Solutions of Maryland	Texas National Title
Premier Reverse Closings	Western Auxiliary Corp.
Centric Title and Escrow	Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

STG Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ request insurance-related services ■ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*

Effective Date: January 1, 2020

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints,	YES

	iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



ParcelID: 51N05W246400

9439 W Prairie Ave

Post Falls, ID 83854

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.



Escrow Number: N-61027

WIRE FRAUD ADVISORY

Parties to a real estate transaction are often targets for wire fraud and financial confidence schemes, unfortunately with many losing tens or hundreds of thousands of dollars because they relied (without verification) on "revised" or "new" wire instructions appearing to come from a trusted party to the transaction.

IF YOU INTEND TO WIRE FUNDS IN CONJUNCTION WITH THIS REAL ESTATE TRANSACTION, WE STRONGLY RECOMMEND THAT YOU VERBALLY VERIFY THOSE INSTRUCTIONS THROUGH A KNOWN, TRUSTED PHONE NUMBER PRIOR TO SENDING FUNDS.

In addition, the following self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **DO NOT RELY** on emails purporting to change wire instructions. North Idaho Title Insurance, Inc. will never change its wire instructions in the course of a transaction. If you receive a random or unsolicited email from anyone requesting funds to be wired, and attaching "new," "alternate," "updated," "revised" and/or "different" wire instructions, contact your escrow officer immediately (at a verifiable number in the manner noted below) and before wiring any money.
- **VERIFY** the wire instructions you do receive by calling the party who sent the instructions to you. However, **DO NOT** use the phone number provided in the email containing the instructions, and **DO NOT** send a reply email to verify, since the email address may be incorrect, fraudulent or being intercepted by the fraudster. Rather, use phone numbers you have called before and/or can independently verify through other sources (company website or internet search).
- **USE COMPLEX PASSWORDS** that are at least ten (10) characters long and contain a combination of mixed case, numbers, and symbols. You should also change your password often and not reuse the same password for other online accounts.
- **ENABLE MULTI-FACTOR AUTHENTICATION** for all email accounts. Your email provider may have specific instructions on how to implement this feature.
- **CHECK FOR AUTO-FORWARDING** on your email account and disable it. This is one of the most "silent" ways a fraudster can monitor your email account because every email that comes in is automatically forwarded to them, even if you change your password.

This Notice is not intended to provide legal or professional advice, nor is it an exclusive list of self-protection strategies. Customers are encouraged to always be aware of such schemes, and to contact their escrow officer if ever in doubt.

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: 3/11/2022 7:46AM **File No.:** N-61027
Property: 9559 W. Prairie Ave., Post Falls, ID 83854

Buyer/Borrower: Axiom Homes, Inc.

Seller: The Ashenbrenner Living Trust, dated Jan. 23, 2014

In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.

Lender:

Selling Agent:

Tomlinson Sotheby's International Realty
223 E Sherman Ave
Coeur d'Alene, ID 83814
(208)667-1551
ron.mendenhall1@sothebysrealty.com
Attn: Ronald Mendenhall

Buyer/Borrower:

Axiom Homes, Inc.
227 E. Locust Dr.
Coeur d'Alene, ID 83814

Attn:

Seller:

The Ashenbrenner Living Trust, dated Jan. 23,
2014

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Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contact for this transaction are as follows:

Escrow Officer

Karen Tolzmann
601 E. Front Avenue, Suite 204
Coeur d'Alene, ID 83814
KarenT@northidahotitle.com
(208) 765-3333

Title Officer

Tanya Jensen
601 E. Front Avenue
Coeur d'Alene, ID 83814
tanyaj@northidahotitle.com
(208) 765-3333

Email escrow closing documents to:

6001edocs@northidahotitle.com

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company


NIT
NORTH IDAHO TITLE
A MOTHER LODE COMPANY
COMMITMENT

Commitment Issued By:

Order Number: N-61027
Update (Version 3)

North Idaho Title Insurance, Inc.
601 E. Front Avenue, Suite 204
Suite 204
Coeur d'Alene, ID 83814

Escrow Officer: Karen Tolzmann
Phone: (208) 765-3333
Fax: (208) 765-1761
Escrow Officer Email: KarenT@northidahotitle.com
Email Loan Docs To: 6001edocs@northidahotitle.com

Customer Reference:

Property Address: 9559 W. Prairie Ave., Post Falls, ID 83854

Title Officer: Tanya Jensen
Title Officer Email: tanyaj@northidahotitle.com

EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy	\$3,650.00
E-Recording Service Fee	\$12.75
E-Recording Service Fee	\$4.25
Estimate of Charges	\$3,667.00

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company

ALTA Commitment for Title Insurance

Issued by Stewart Title Guaranty Company



NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Issued By:

North Idaho Title Insurance, Inc.
601 E. Front Avenue
Coeur d’Alene, ID 83814
Agent ID: 120044


Authorized Countersignature




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": a mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in the Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and the Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

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**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
 2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
 3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

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COMMITMENT - SCHEDULE A

- 1. Effective Date: March 11, 2022 at 7:30AM
- 2. Policy or Policies to be Issued: Liability Premium

2006 ALTA Standard Owners Policy **\$1,300,000.00** **\$3,650.00**
PROPOSED INSURED:

Axiom Homes, Inc.

- 3. The interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple
- 4. The Title is, at the Commitment Date, vested in:

Donald P. Ashenbrenner and Charlotte Ashenbrenner, as trustees of The Ashenbrenner Living Trust, dated Jan. 23, 2014
- 5. The land referred to in this Commitment is described as follows:

See Exhibit "A" Attached For Legal Description

Inquiries should be directed to:

North Idaho Title Insurance, Inc.	Escrow Officer:	Karen Tolzmann
601 E. Front Avenue	Title Officer:	Tanya Jensen
Suite 204	Phone:	(208) 765-3333
Coeur d'Alene, ID 83814	Fax:	(208) 765-1761

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Exhibit "A" Legal Description

A portion of the Southwest Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Beginning at the Southwest corner of said Section 24, said corner being the intersection of the centerline of Prairie Avenue and the centerline of Greensferry Road, thence along the centerline of Prairie Avenue said centerline being also the South line of said Section 24, South 89°42'24" East 331.41 feet; thence North 0°05'08" East 661.19 feet; thence North 89°32'58" West 331.72 feet to a point on the West line of said Section 24, being also the centerline of Greensferry Road; thence along said West line South 0°03'33" West 662.10 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion conveyed to Post Falls Highway District, a political subdivision of the State of Idaho, by Warranty Deed for Public Right of Way, recorded June 19, 2019 as Instrument No. 2698008000, records of Kootenai County, Idaho.

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SCHEDULE B - Part I REQUIREMENTS

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. The terms, provisions and conditions of that certain trust agreement referred to in the vesting herein. We will require that a copy of said trust and any amendments thereto as well as a copy of the Trust Certification be submitted for examination.

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SCHEDULE B - Part II STANDARD EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

- B. STANDARD EXCEPTIONS
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
 - (2) Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 - (5) (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 - (6) Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (7) Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

PARAGRAPHS 1, 2, 3, 4, 5, 6, and 7 WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B - SECTION II.

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SCHEDULE B - Part II SPECIAL EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General taxes for the year 2022, a lien in the process of assessment, not yet due or payable.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
3. Assessments for the North Kootenai Water District, if any, which are excluded from the coverage afforded hereby.
4. Assessments for the Myers Water Association, if any, which are excluded from the coverage afforded hereby.
5. Reservations contained in U.S. Patent, recorded June 17, 1924 in Book 83 of Deeds, Page 40, Official Records.
[Document Link](#)
6. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded April 16, 1978, as (book) 298 (page) 340, Official Records:
Purpose: For well purposes and water lines and ingress and egress to and from aid well and water lines, terms, conditions, assessments and stipulations
[Document Link](#)
7. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded September 14, 1979, as (book) 301 (page) 863, Official Records.
[Document Link](#)
8. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded October 26, 1979, as (book) 302 (page) 856, Official Records: Purpose: To construct, improve, repair domestic and/or irrigation water lines [Document Link](#)
9. Record of Survey recorded January 10, 2003, as (instrument) 1774625, Bk 14, Pg 474, Official Records.
[Document Link](#)
10. A Deed of Trust to secure an indebtedness in the amount of \$368,500.00, and any other obligations secured thereby, dated August 30, 2021, recorded September 3, 2021, as (instrument) 2857211000, Official Records.

Trustor: Charlotte Ann Ashenbrenner and Donald Paul Ashenbrenner, wife and husband
Trustee: First American Title
Beneficiary: Mortgage Electronic Registration Systems, Inc. ("MERS") Acting solely as nominee for

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lender, Rocket Mortgage, LLC, FKA Quicken Loans, LLC
MIN No.: 100039034830678811

- 11. An Option Agreement to purchase real property by and between Charlotte Ann Ashenbrenner and Don Ashenbrenner and Axiom Homes, Inc., a Washington corporation and its assigns, setting forth terms, recorded March 3, 2022, as (instrument) 2889410000, Official Records.

[Document Link](#)

First Amendment to Option Agreement to Purchase Real Property, and the terms and conditions thereof, recorded March 2, 2022, as (instrument) 2889297000 Official Records and re-recorded to correct recording order on March 3, 2022 as Instrument No.: 2889411000.

[Document Link](#)

- 12. The terms, covenants and provisions of the Trust referred to in the vesting and the effect of any failure to comply with such terms.

***** End of Schedule B *****

TAX NOTE:

Taxes, special and general, assessment districts and service areas for the year 2021 were paid in the amount of \$2,136.65:

Exemption(s):	Homeowners
Parcel No.:	51N05W246350
AIN No.:	118687

*** INFORMATIONAL NOTES:

We have made a judgment search against Axiom Homes, Inc., and find none.

The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at ~www.alta.org~.

In the event that this transaction fails to close, a fee with a minimum of \$200.00 will be charged to comply with the state insurance code.

There is no notice of record and therefore no search has been made for any unpaid assessments, charges or fees for sewer, water, garbage, irrigation and other possible utility services.

If the proposed insured under the policy to issue has any questions concerning the Schedule B requirements or exceptions from coverage, the Company will be pleased to provide an explanation. Please contact the title officer named on Schedule A of this commitment.

Address: 9559 W. Prairie Ave., Post Falls, ID 83854

IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

Any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement.

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ALL FUNDS DEPOSITED MUST BE BY WIRE, CASHIERS CHECK, OFFICIAL CHECK OR PERSONAL CHECK. REQUIRED TIME NECESSARY TO CLEAR EACH TYPE OF FUNDS WILL VARY.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS OR ANY FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

The only conveyances affecting said land, which recorded within 24 months of the date of this report are as follows:

Quitclaim Deed from Donald P. Ashenbrenner and Charlotte Ashenbrenner, as trustees of The Ashenbrenner Living Trust, dated Jan. 23, 2014, to Charlotte Ann Ashenbrenner and Donald Paul Ashenbrenner, wife and husband, recorded September 3, 2021, as (instrument) 2857210000, Official Records.

Quitclaime Deed from Charlotte Ann Ashenbrenner and Donald Paul Ashenbrenner, wife and husband, to Donald P. Ashenbrenner and Charlotte Ashenbrenner, as trustees of The Ashenbrenner Living Trust, dated Jan. 23, 2014, recorded September 7, 2021, as (instrument) 2857737000, Official Records.

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MOTHER LODE HOLDING COMPANY

**Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions,
National Closing Solutions of Alabama, National Closing Solutions of Maryland,
North Idaho Title Insurance, Placer Title Insurance Agency of Utah,
Premier Reverse Closings, Premier Title Agency, Texas National Title,
Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow**

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

7. Minors

We don't collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS

10. Requests Under the California Consumer Privacy Act ("CCPA")

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

11. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to privacy@mlhc.com; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.	Placer Title Co.
Montana Title and Escrow Co.	Placer Title Insurance Agency of Utah
National Closing Solutions, Inc.	Premier Title Agency
National Closing Solutions of Alabama	North Idaho Title Insurance Co.
National Closing Solutions of Maryland	Texas National Title
Premier Reverse Closings	Western Auxiliary Corp.
Centric Title and Escrow	Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

STG Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ request insurance-related services ■ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*

Effective Date: January 1, 2020

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints,	YES

	iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

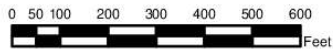
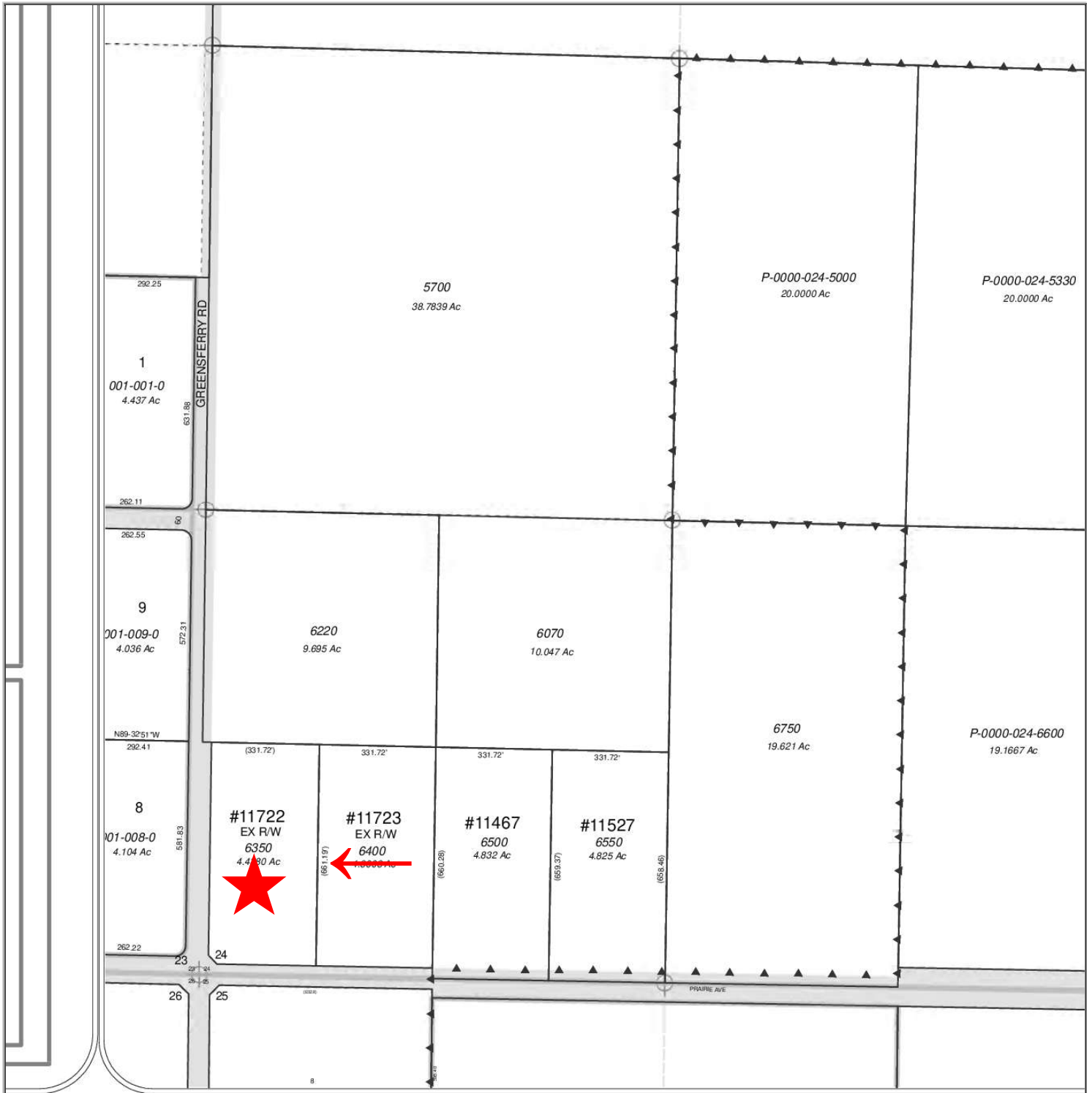
Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

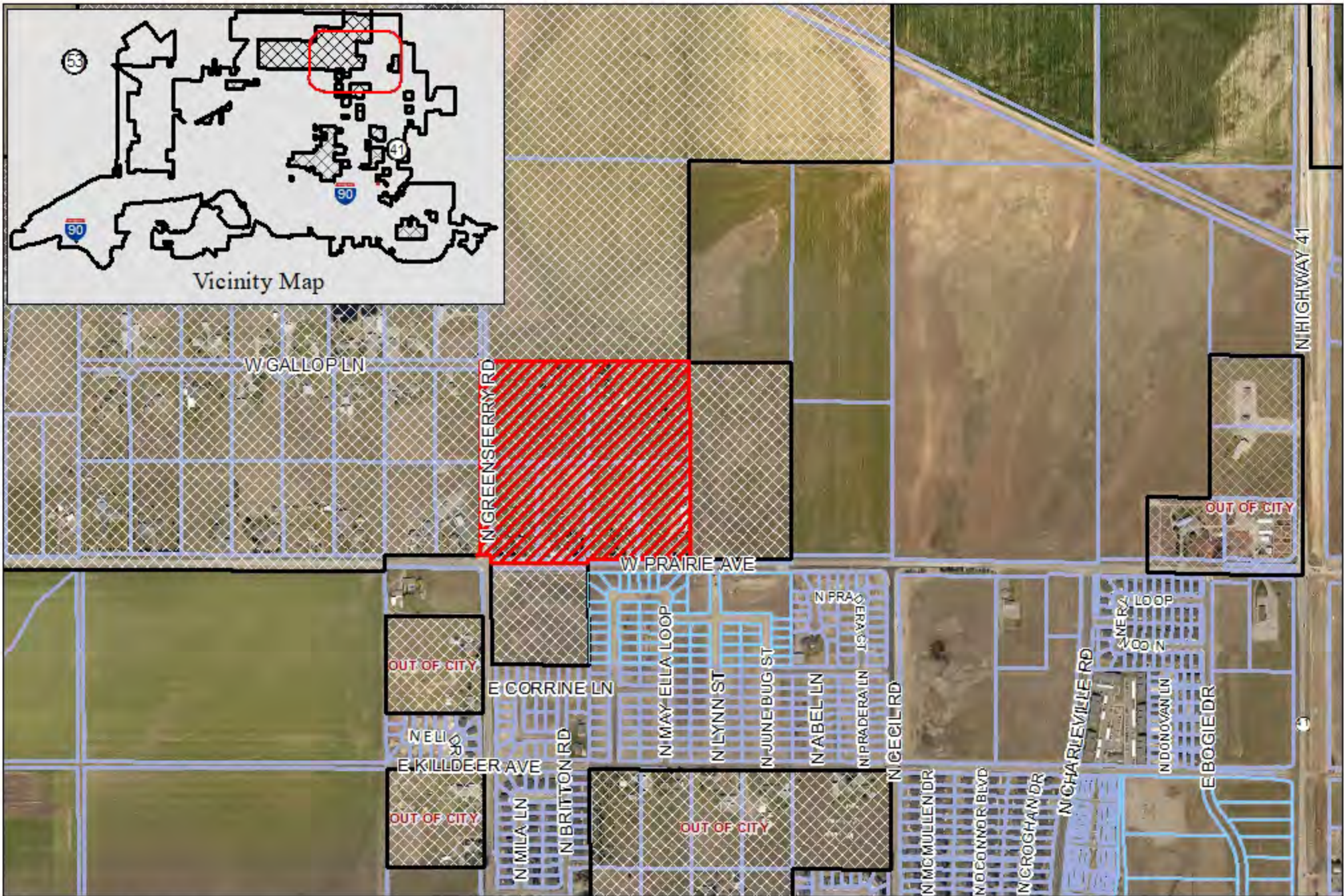
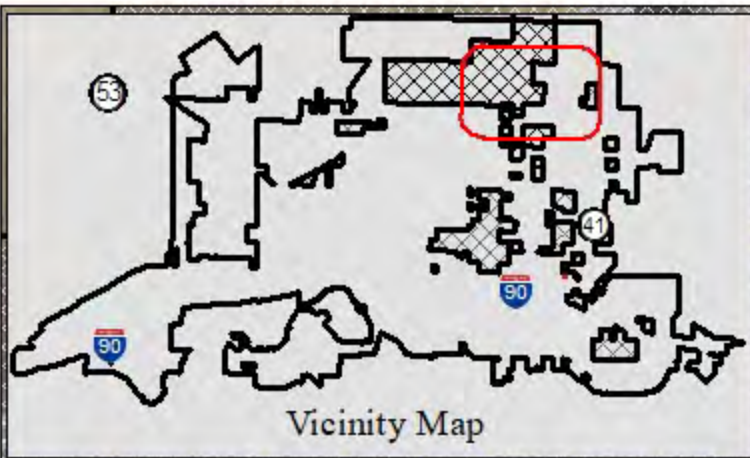
Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056






ParcelID: 51N05W246350
Tax Account #: 118687
9559 W Prairie Ave, Post Falls ID 83854

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.

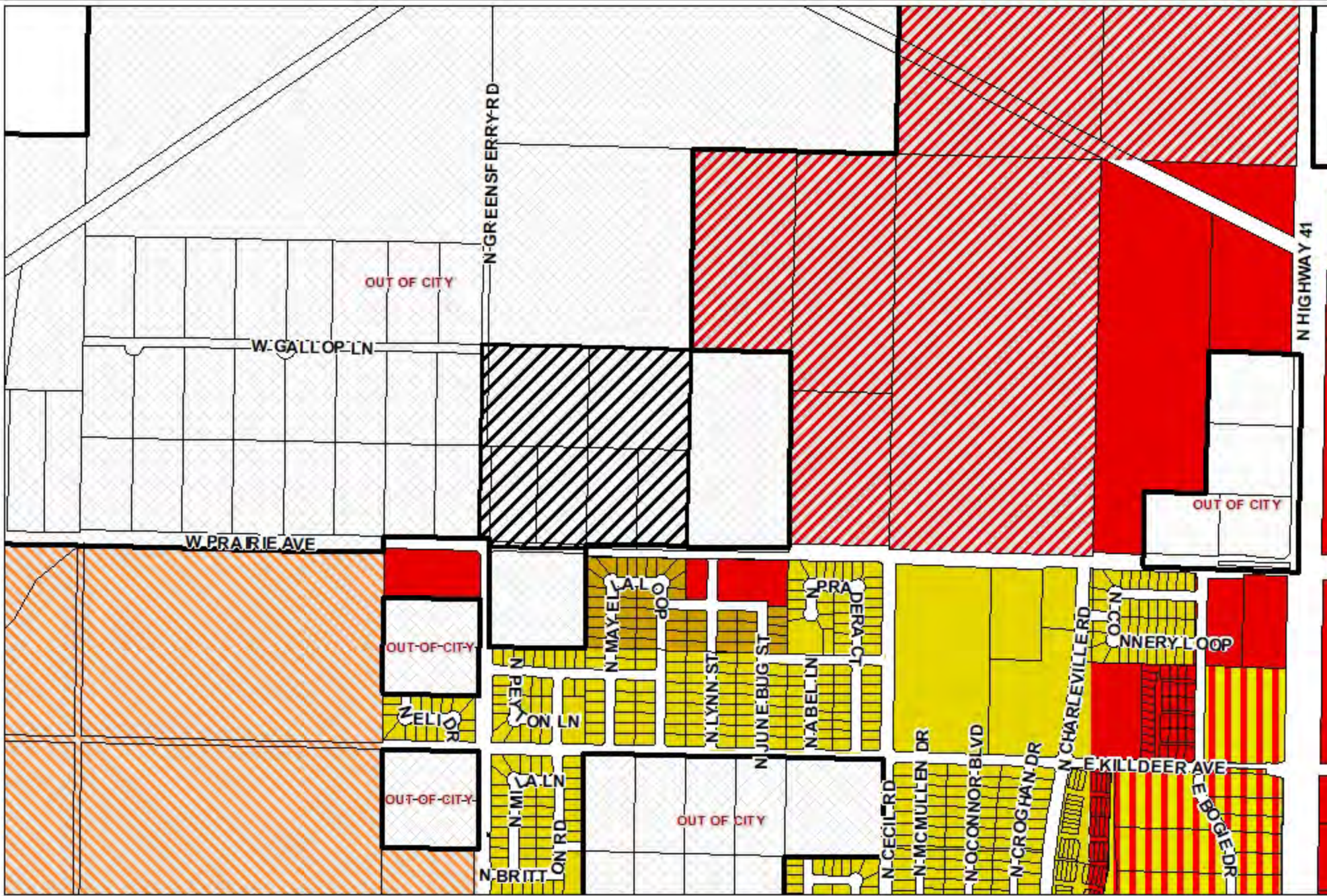


Project Location
 JOSEPH FAMILY
 TRUST ANNEXATION
 File # ANN-22-7











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



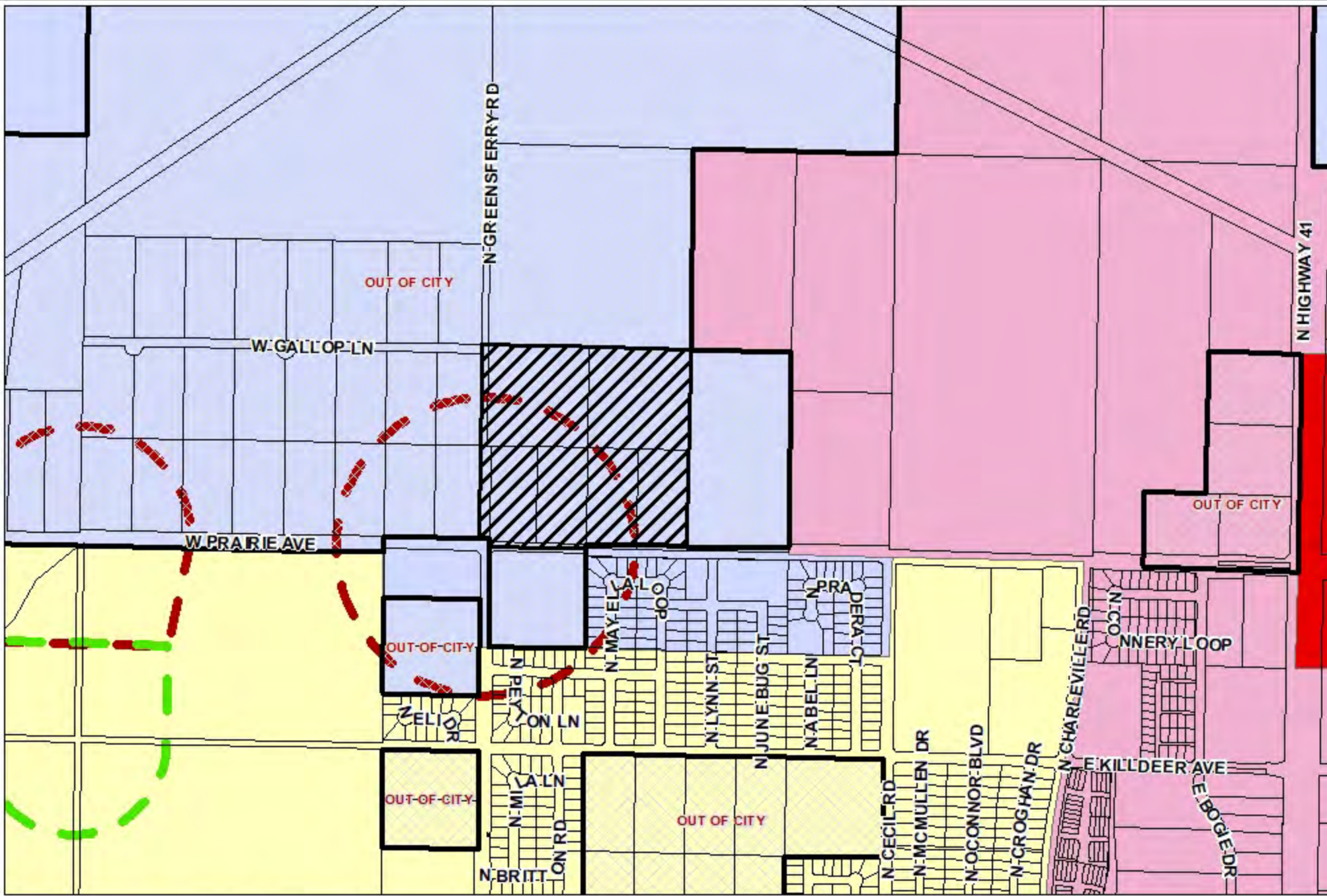


Zoning Map
 JOSEPH FAMILY
 TRUST ANNEXATION
 File # ANNX-22-7



-  City Boundary
-  Subject Site
-  CCS
-  RM
-  CCM
-  TM
-  R-1
-  R-2





Future Land Use Designation
 JOSEPH FAMILY
 TRUST ANNEXATION
 File # ANN-22-7



-  City Boundary
-  Subject Site
-  Commercial Node
-  Neighborhood Node
-  Commercial
-  Business/Commercial
-  Transitional
-  Low Density Residential



DEVELOPMENT AND ANNEXATION AGREEMENT

Joseph Family Trust Annexation

(File No. ANN-22-7)

THIS AGREEMENT is made this ___ day of _____, 2022 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 **Ashenbrenner Living Trust**, with its principal address at 9559 W. Prairie Avenue, Post Falls ID, 83854, and the **Joseph Family Trust**, with its principal address at 150 E. Robinson St. #401, Orlando, FL 32801, and **Phillip Joseph** and **Jane Joseph**, Husband and Wife, whose principal address is 489 E. Driftwood Lane, Harrison ID 83833.

WHEREAS, The Ashenbrenner Living Trust, and the Joseph Family Trust, and Phillip and Jane Joseph, Husband and Wife (hereinafter collectively the “Owner”) owns tracts of land (hereinafter collectively the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal descriptions 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 annex the Property 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 in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex 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 approximately 39.36 acres and is generally located on the northeast corner of West Prairie Avenue and North Greensferry Road. 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 in the course of 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, any and 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. 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 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, any and 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.
- 2.5. Street Access to the Property from Prairie Avenue: Owner understands and agrees that Prairie Avenue is classified as a Principal Arterial and access to Prairie Avenue is regulated by the KMPO Critical Arterial Corridor Policy. Owner agrees that no roadway intersections from the Property to Prairie Avenue will be allowed. Right in, right out driveway approaches onto Prairie Avenue must meet all City and KMPO standards. Full access driveway approaches will not be allowed.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain temporary water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.
- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant to the public water supply system agreeing to provide water service to the Property, in form acceptable to the grantee, all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.2.2. Sewer Service for Southern Half of the Property: Owner understands that the southern half of the Property, as depicted on the attached Exhibit B, is located within the 3rd Avenue Lift Station Sewer Service Basin and requires extending a sewer main in Greensferry Road, which currently terminates approximately 660 feet south of the Property. Owner agrees to extend this sewer main, at Owner's sole cost, with no reimbursement for oversizing, as part of any proposed development of the site.

- 3.2.3. Sewer Service for Northern Half of the Property: Owner understands and agrees that the northern half of the Property, as depicted on the attached Exhibit B, is identified in the City's Water Reclamation Master Plan as being serviced by a future regional gravity sewer main running from the northwest corner of the Property along Gallop Lane and draining into the service area of the Fisher Avenue lift station. The regional gravity main has not yet been constructed and the infrastructure associated with the 3rd Avenue Lift Station (See Section 3.2.2) is insufficient to fully accommodate changes in the service basin boundaries. As such, Owner agrees that until such time that the regional gravity sewer main for the Fisher Avenue Lift Station is constructed, only low impact uses generating less than one service unit (5,000 gallons of sewage per month) per 5 acres of land will be allowed to be constructed on the northern half of the property and that those uses must drain by gravity mains into the Greensferry Road sewer main providing service to the southern half of the Property.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Sewer Mains: The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
- 4.1.1. By grant of rights-of-way in a form acceptable to the City, Owner will dedicate rights-of-way along Prairie Ave. so that the rights-of-way width for Prairie Avenue is 110-feet; as measured from the existing southern rights-of-way line of Prairie Avenue (Green Meadows 2nd Addition).
- 4.1.2. By grant of rights-of-way in a form acceptable to the City, Owner will dedicate rights-of-way along Greensferry Rd. so that the half-road rights-of-way width for Greensferry Rd. 55-feet; as measured from the existing section line within Greensferry Rd.
- 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along the expanded Prairie Avenue rights-of-way for utilities, sidewalks, and storm drainage.
- 4.1.4. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along the expanded Greensferry Road rights-of-way for utilities, sidewalks, and storm drainage.

- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.2. Commercial and Industrial Uses and Multi-Family Limitation: Owner agrees that the development of the Property will generally conform to the site plan attached to this Agreement as Exhibit C, which depicts the general disposition of uses and infrastructure on the Property. The site plan contemplates only commercial and industrial uses along the Property's frontages on Prairie Avenue and Greensferry Road. Multi-family residential uses are limited to the interior of the Property as depicted on Exhibit C and cannot exceed 16.6% of the gross land area of the Property. In the event of a disagreement about whether a proposed use or development project on the Property complies with Exhibit C, the parties agree to meet and confer regarding the disagreement as contemplated by Section 7.13.

ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to; public safety, street services, police equipment, community and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 6.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 6.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 6.4. Other 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) and 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.

- 6.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VII. MISCELLANEOUS

- 7.1. 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.
- 7.2. De-annexation: 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 de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 7.3. 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 any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result 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.
- 7.4. Time is of the Essence: Time is of the essence in this Agreement.
- 7.5. Merger and Amendment: All promises and prior negotiations of the parties' 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.
- 7.6. 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.
- 7.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. 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.

- 7.9. 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.
- 7.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 7.12. 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.
- 7.13. 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.
- 7.14. 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.
- 7.15. 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.
- 7.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

PHILLIP JOSEPH and JANE JOSEPH, Husband and Wife

By: _____
Ronald G. Jacobson, Mayor

By: _____
Phillip Joseph

Attest:

Shannon Howard, City Clerk

By: _____
Jane Joseph

ASHENBRENNER LIVING TRUST

JOSEPH FAMILY TRUST

By: _____
Donald P. Ashenbrenner, Trustee

By: _____
Phillip E. Joseph, Trustee

By: _____
Charlotte Ashenbrenner, Trustee

By: _____
Jane E. Joseph, Trustee

ACKNOWLEDGEMENTS

STATE OF IDAHO)
)
 : ss
County of Kootenai)

On this ____ day of ____, 2022, 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 _____, 2022, before me, a Notary for the State of Idaho, personally appeared **Phillip Joseph and Jane Joseph**, Husband and Wife, known, or identified to me to be the person(s) whose names are subscribed to within this instrument, and acknowledged to me that they 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 _____, 2022, before me, a Notary for the State of Idaho, personally appeared **Phillip E. Joseph and Jane E. Joseph**, who are known, or identified to me to be the **Trustees** of the **Joseph Family Trust**, whose names are subscribed to within this instrument and acknowledged to me that they executed the instrument on behalf of the trust.

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 _____, 2022, before me, a Notary for the State of Idaho, personally appeared **Donald P. Ashenbrenner** and **Charlotte Ashenbrenner**, who are known, or identified to me to be the **Trustees** of the **Ashenbrenner Living Trust**, whose names are subscribed to within this instrument and acknowledged to me that they executed the instrument on behalf of the trust.

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: _____



Advanced Technology Surveying & Engineering

LEGAL DESCRIPTION PROPOSED CCS ZONE

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 51 NORTH, RANGE 05 WEST, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24 AS MARKED BY A 1.5" A.C. MONUMENT (PER CP&F INSTRUMENT NUMBER 1029892), FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 24 AS MARKED BY A 5/8" REBAR (PER CP&F INSTRUMENT NUMBER 2653609000) BEARS NORTH 00°48'03" EAST, 2648.56 FEET; THENCE ALONG THE WEST LINE OF SAID SECTION 24, NORTH 00°48'03" EAST, 662.14 FEET TO THE TRUE **POINT-OF-BEGINNING** FOR THIS DESCRIBED PARCEL.

THENCE LEAVING SAID SECTION LINE, NORTH 88°49'18" WEST, 40.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF GREENSFERRY ROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 00°48'03" EAST, 662.16 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 88°47'29" EAST, 40.00 FEET RETURNING TO SAID WESTERLY SECTION LINE;

THENCE, SOUTH 88°40'41" EAST, 1328.13 FEET TO THE SOUTHWEST 1/16th OF SAID SECTION 24;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, SOUTH 00°54'34" WEST, 658.81 FEET;

THENCE, NORTH 88°49'18" WEST, 1326.85 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 20.74 ACRES MORE OR LESS;

Z:\Proj\22-000\22-038\survey\Legal descriptions\Proposed CCS Zone.doc

P.O. Box 3457, Hayden, Idaho 83835
PH. (208) 772-2745 Fax. (208) 762-7731

Exhibit A



Advanced Technology Surveying & Engineering

LEGAL DESCRIPTION PROPOSED CCM ZONE

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 51 NORTH, RANGE 05 WEST, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24 AS MARKED BY A 1.5" A.C. MONUMENT (PER CP&F INSTRUMENT NUMBER 1029892), FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 24 AS MARKED BY A 5/8" REBAR (PER CP&F INSTRUMENT NUMBER 2653609000) BEARS NORTH 00°48'03" EAST, 2648.56 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION 24, SOUTH 88°57'55" EAST, 30.0 FEET TO THE TRUE **POINT-OF-BEGINNING** FOR THIS DESCRIBED PARCEL.

THENCE, NORTH 00°48'03" EAST, 50.00 FEET;

THENCE, NORTH 88°57'55" WEST, 30.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 24;

THENCE ALONG THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY OF PRAIRIE AVENUE, NORTH 88°42'04" WEST, 70.26 FEET TO THE POINT OF CUSP OF A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHEASTERLY, 47.38 FEET ALONG SAID RIGHT-OF-WAY CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°29'53" AND A CHORD BEARING NORTH 46°02'59" EAST, 42.61 FEET TO THE POINT OF TANGENCY AND BEING THE WESTERLY RIGHT-OF-WAY LINE OF GREENSFERRY ROAD;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 00°48'03" EAST, 581.79 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 88°49'18" EAST, 40.00 FEET TO THE WEST LINE OF SAID SECTION 24;

THENCE, SOUTH 88°49'18" EAST, 1326.85 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24;

THENCE ALONG SAID EAST LINE, SOUTH 00°54'34" WEST, 633.81 FEET TO A POINT 25' NORTHERLY OF THE SOUTH LINE OF SAID SECTION 24;

THENCE 25' NORTHERLY OF AND PARALLEL WITH SAID SECTION LINE, NORTH 88°57'55" WEST, 662.58 FEET;

THENCE, SOUTH 00°50'41" WEST, 25.00 FEET TO A POINT ON SAID SOUTH SECTION LINE;

THENCE ALONG SAID SECTION LINE, NORTH 88°57'55" WEST, 633.03 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 20.260 ACRES MORE OR LESS;



Z:\Proj\22-000\22-038\survey\Legal descriptions\Proposed CCM Zone.doc

ANNEXATION EXHIBIT

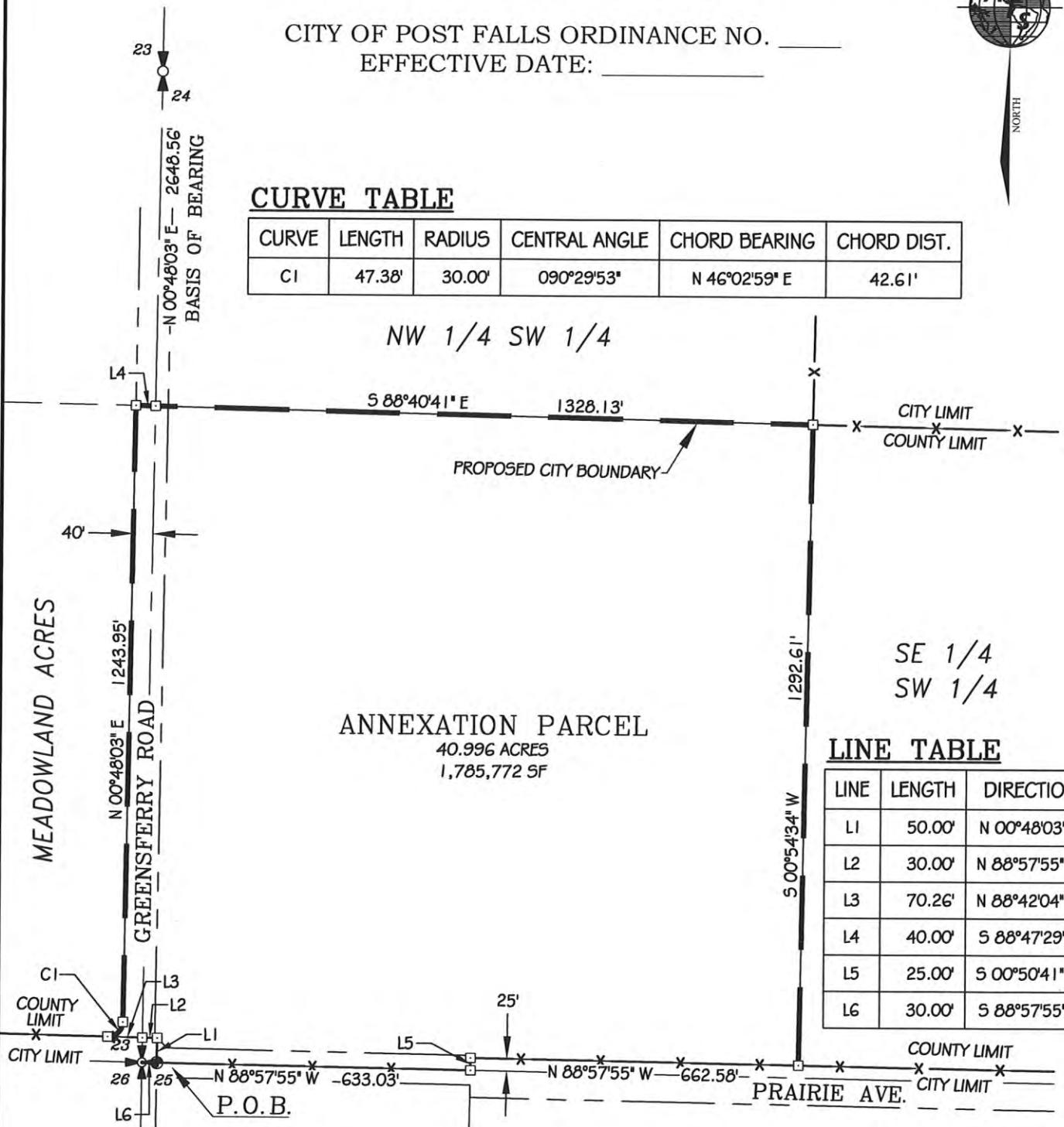
A PORTION OF SECTIONS 23 & 24 T. 51 N., R. 04 W., B.M.,
KOOTENAI COUNTY, IDAHO

CITY OF POST FALLS ORDINANCE NO. _____
EFFECTIVE DATE: _____



CURVE TABLE

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DIST.
CI	47.38'	30.00'	090°29'53"	N 46°02'59" E	42.61'



LINE TABLE

LINE	LENGTH	DIRECTION
L1	50.00'	N 00°48'03" E
L2	30.00'	N 88°57'55" W
L3	70.26'	N 88°42'04" W
L4	40.00'	S 88°47'29" E
L5	25.00'	S 00°50'41" W
L6	30.00'	S 88°57'55" E

GRAPHIC SCALE



SCALE: 1" = 300'

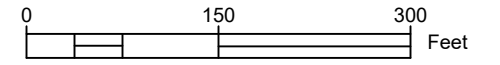
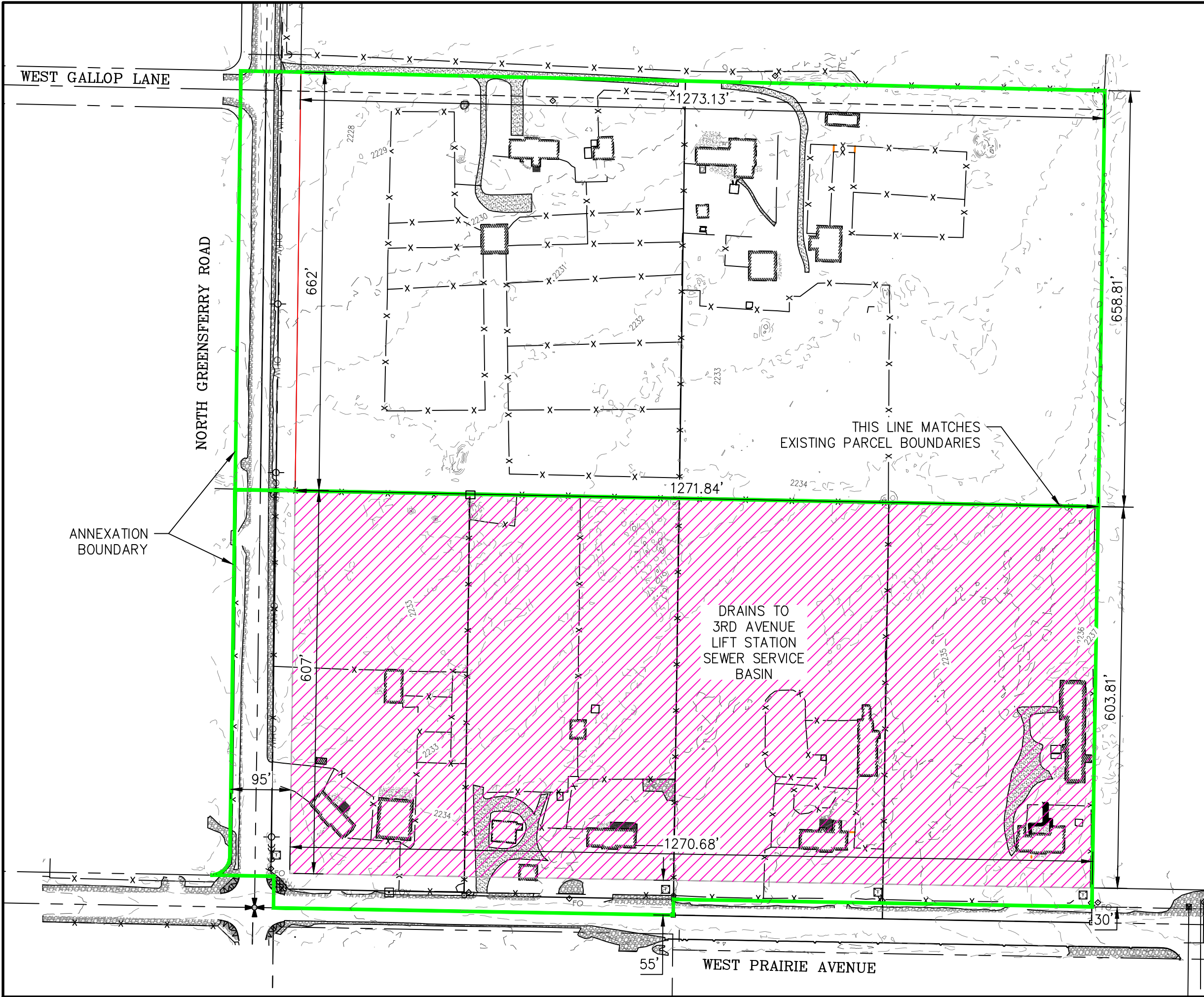


**ADVANCED
TECHNOLOGY
SURVEYING &
ENGINEERING**
INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835
* PH. (208)-772-2745 * FAX (208)-762-7731 *

SCALE: 1"=300'
CHECKED BY: MM
DATE: 03-08-2022
DRAWN BY: MEM
DATE: 03-08-2022
DWG: HARDCOPY
PRJ: 22-038

c:\users\eric_olson\olson_engineering\olson_engineering - projects\2021\21130-joseph prairie ave storage\2022.06.20-joseph annexation sewer basin exhibit.dwg



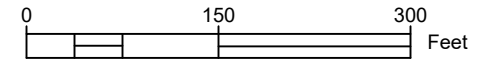
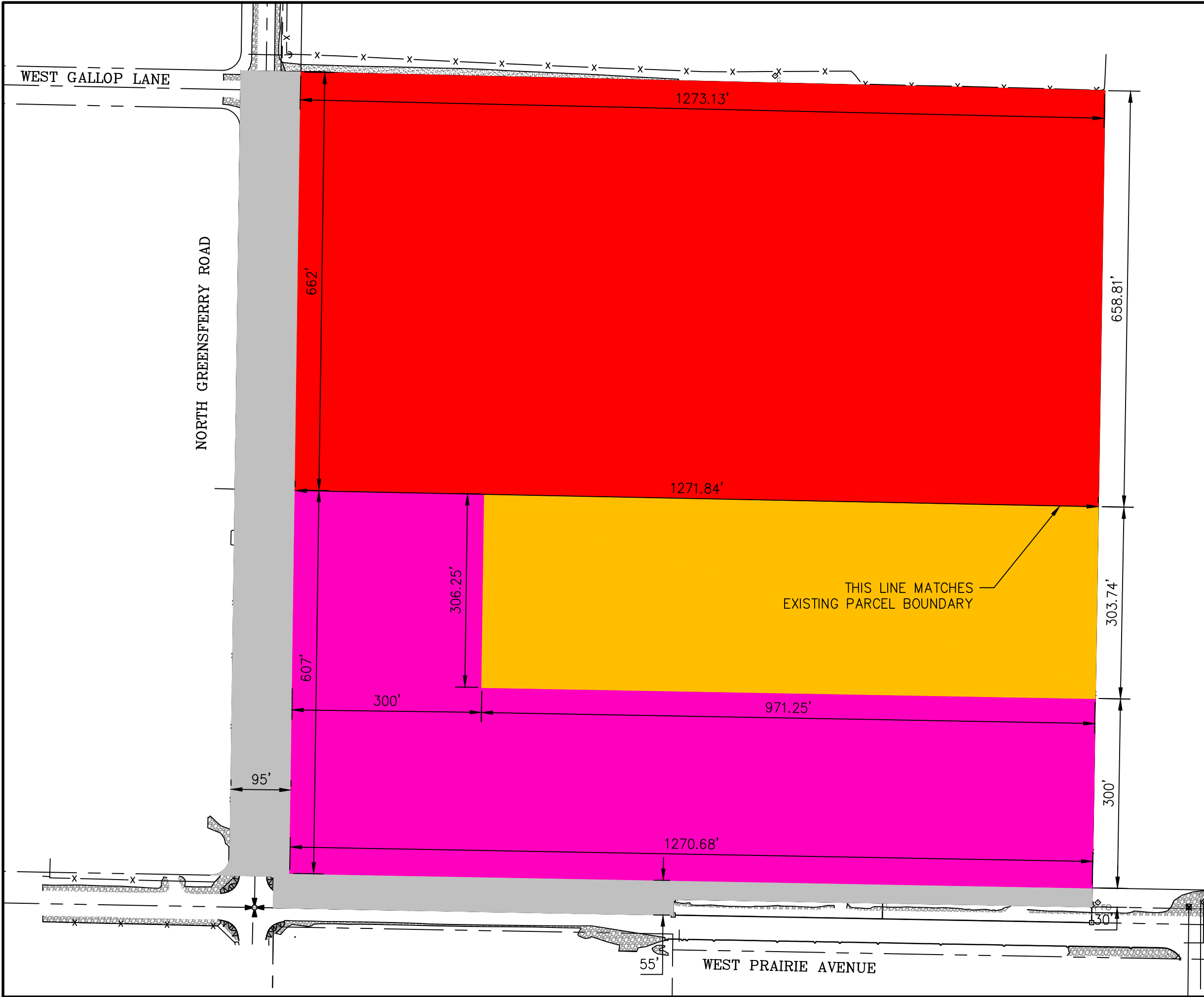
Olson Engineering
 208-651-4152
 eo@oecivil.com

prj: **JOSEPH ANNEXATION**

loc: **POST FALLS, ID**

SEWER BASIN MAP

c:\users\eric_olson\olson_engineering\olson_engineering - projects\2021\21130-joseph prairie ave storage\dwg\2022.05.25-joseph annexation zoning exhibit.dwg



- PROPOSED CCS ZONE
19.291 ACRES
- PROPOSED CCM ZONE
COMMERCIAL &
INCUBATOR INDUSTRIAL
10.865 ACRES
- PROPOSED CCM ZONE
MARKET DRIVEN
COMM, LT IND, RESIDENTIAL
6.803 ACRES
- RIGHTS OF WAY
4.036 ACRES

TOTAL ANNEXATION REQUEST
40.995 ACRES

RESIDENTIAL MAXIMUMS:
38.5% OF CCM
18.4% OF DEVELOPMENT LAND
16.6% OF TOTAL ANNEXATION

	Olson Engineering 208-651-4152 eo@oecivil.com
	prj: JOSEPH ANNEXATION
loc:	POST FALLS, ID
PROPOSED ZONING & LAND USE EXHIBIT	

Exhibit C



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

June 9th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Joseph Family Trust Annexation File No. ANNX-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", is written over a light blue horizontal line.

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

June 17, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

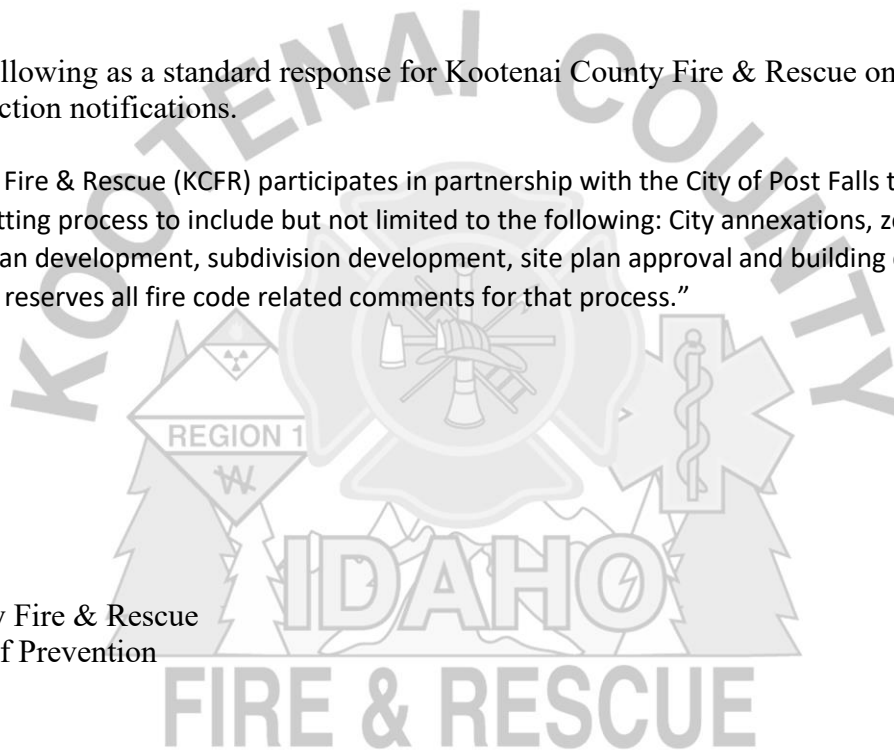
Amber,

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 of Prevention
Fire Marshal



Amber Blanchette

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Wednesday, June 22, 2022 9:21 AM
To: Amber Blanchette
Subject: RE: Joseph Family Trust Annexation File No. ANNX-22-7

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 Morning,

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: Thursday, June 9, 2022 9:09 AM
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; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; 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>; Kristen Rondo <krondo@phd1.idaho.gov>; 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>; Admin <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: Joseph Family Trust Annexation File No. ANNX-22-7

Good morning,

Attached is the notice to jurisdiction for the named annexation, for the Planning and Zoning Special Meeting on June 29th. 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...

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.



POST FALLS
SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

June 20, 2022

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

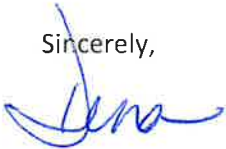
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

Treaty Rock Elementary	415	525
West Ridge Elementary	430	525
Post Falls Middle School	870	920
River City Middle School	630	750
Post Falls High School	1560	1800
New Vision High School	160	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

Amber Blanchette

From: Howard Burns <burns_crew@yahoo.com>
Sent: Tuesday, June 21, 2022 7:49 PM
To: Public Hearing Notice
Cc: Jonathon Manley
Subject: regarding the June 29th planning commission hearing for 40 acre annexation of the Joseph Family

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.

Please do not annex this property into the City at this time.

The City set up a URD almost adjacent to this property and it, being in the city limits already, should be the focus of development efforts given that the City taxpayers are already committed to assisting in that prospective master-planned (?) project.

The City needs to focus on what it 'has', nothing new, especially when many forecasts predict a recession on the horizon.

Why create 40 more acres of CCS & CCM zoned land in the City to compete for tenants & business (or worse, construct massive multi-family projects) when the clearly better situated land is the Post Falls Technology park.

If the forty acres was requesting annexation with 5 acres of R2 along Prairie and 35 acres of R-1 or better yet all R-1-S, then perhaps it would make sense to Annex into the City now but as CCS/CCM, no reason exists that would benefit the City now or in the foreseeable future.