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**PLANNING & ZONING COMMISSION  
SPECIAL MEETING AGENDA**

**July 25, 2022  
5:30 PM**

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

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**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:**

- NATIONAL CULINARIANS DAY

**AMENDMENTS TO THE AGENDA**

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

**DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS**

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

**1. CONSENT CALENDAR**

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

**ACTION ITEMS:**

- a. Minutes – July 12, 2022, Planning and Zoning Commission Meeting
- b. Zoning Recommendation – Barnum's Addition Zone Change File No. ZC-22-3
- c. Reasoned Decision – KCF Station #3 Special Use Permit File No. SUP-22-1

## 2. CITIZEN ISSUES

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

## 3. UNFINISHED / OLD BUSINESS

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

## 4. PUBLIC HEARINGS

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

### ACTION ITEMS:

- A. **Zoning Recommendation** for Froehlich Zone Change File No. ZC-22-5 – Laura Jones, Associate Planner, 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.
  
- A. **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.
  
- B. **Zoning Recommendation** for Hargrave-Hathaway Annexation File No. ANNX-22-8 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council on a request for a zoning designation of Residential Mixed (RM) on 9.63-acres which requires a Development Agreement.

## 5. ADMINISTRATIVE / STAFF REPORTS

## 6. COMMISSION COMMENT

## 7. ADJOURNMENT

**City of Post Falls  
Planning and Zoning Commission Agenda**

**July 25, 2022**

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

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

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



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**PLANNING & ZONING COMMISSION  
MEETING MINUTES**

**July 12, 2022  
5:30 PM**

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

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**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.**

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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, Kimball - Present  
Schlotthauer - Excused

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:**

- NATIONAL PECAN PIE DAY

**AMENDMENTS TO THE AGENDA**

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None

**DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS**

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None

**1. CONSENT CALENDAR**

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**ACTION ITEMS:**

- a. Minutes – June 29, 2022, Planning and Zoning Commission Meeting
- b. Zoning Recommendation – Douglass Properties Annexation File No. ANN-0002-2022

Motion to approve as presented Hampe  
2<sup>nd</sup> by Steffensen

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

**2. CITIZEN ISSUES**

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None

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None

**4. PUBLIC HEARINGS**

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**ACTION ITEMS:**

- A. **Recommendation** to amend the Zoning Approval Criteria (File No. TA-22-5) in Title 18 Chapter 16 and 20 to facilitate new Zone Change criteria that are clearer and more

concise to City Council – Bob Seale, Community Development Director, to present – The requested action is to review and approve the requested amendment to Title 18 to accomplish attaining more clarity within the Zone Change review criteria. The proposed language is in line with State’s LLUPA Title 67. There are 6 current review criteria that speak to the Comp Plan with the last three typically viewed as not applicable. Staff proposes the 2 new criteria to replace the current 6 as follows:

1. Is the proposed zoning district consistent with the vision for the area contained in the currently adopted Post Falls Comprehensive Plan;
2. Does the proposed zoning district create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, the Post Falls School District.

The proposed changes in Title 18 are: PFMC section 18.16.010: Establishment of Zoning Districts, third paragraph is amended to read as follows: Zoning is assigned following consideration of the criteria contained in Section 18.20.100. and in section 18.20.100 the first paragraph is amended to read: An amendment of the zoning map may consist of the amending, supplementing, changing, or repealing of the regulations, restrictions and/or boundaries of the zone classification of land by ordinance in accordance with applicable provisions of Idaho Code. Subsection C is amended to read as follows: C. Zone Map Amendment Review and Approval Criteria: At the close of the required public hearings, the Planning and Zoning Commission and the City Council will evaluate whether the requested zoning meets each of the following criteria:

1. Is the proposed zoning district consistent with the vision for the area contained in the currently adopted Post Falls Comprehensive Plan;
2. Does the proposed zoning district create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, the Post Falls School District.

Subsection D is added and amended to read as follows: D. In addition to the Zone Map Amendment criteria contained in subsection C of this section, the City Council will also consider the following criteria when the request is for initial zoning upon annexation:

1. Is annexation of the property in the best interest of the city (Legislative Decision).

Then the subsection C is amended and renumbered to read as follows: E. Decision.: Idaho Statutes Title 67 is where we pulled the proposed language from as it reads: Requests for an amendment to the zoning ordinance particular consideration shall be given to the effects of any proposed zone change upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction. After considering the comprehensive plan and other evidence gathered through the public hearing process. The governing board shall analyze proposed changes to zoning ordinances to ensure that they are not in conflict with the policies of the adopted comprehensive plan. If the request is found by the governing board to be in conflict with the adopted plan or would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts.

All agencies have been notified and the Post Falls Highway District responded with no comment.

**Kimball** – It comes down to the demonstrable par; the burden is upon whom to demonstrate the adverse impact.

**Seale** – For example, a larger user was intended to go into an area that would never receive the type of sewer services that would be needed for that which could potentially

be considered a demonstrable adverse impact to an area. Or if the traffic volumes were higher due to putting a high intense commercial development into an area that can't handle those types of traffic volumes wouldn't work. So, who is supposed to indicate that, staff reviews all of that.

**Kimball** - So, I look at it from a project action, things that generally have impact not zoning. So, if its zoned R1 but there's 2 houses instead of 20 houses the zoning doesn't necessarily dictate the impact. We live in a world of mitigation of impact verses adverse impact, and we don't talk about any mitigation in this. We have the Fire Department here tonight and I think any new building permit has the ability to have an adverse effect on their ability to provide services because that means more call volumes. So, you can see how this will snowball quickly if someone raises their hand and says any type of zoning will slow down any response time to my house. How do we address that?

**Seale** – Looking back at the Comprehensive Plan; we went through a long public process to create it that addresses the long-term growth of the area and we tried to fit everything within it. So, it comes down to whether or not it is outside of our Master Plans; are our Master Plans reflecting the potential for zoning classifications within an area. Has it been planned for, is it prepared for that? You are correct where anyone can say it will have an effect on them and they can say they have to wait for 4 cars now to get out of their driveway. Does that meet the criteria, does it exceed what would be anticipated for that area; it comes down to the impact upon delivery of services as opposed to individuals being impacted, i.e., fire, sewer, water, school districts. Is it planned for or is it to be mitigated through the process? Most gets mitigate through the process as we are referring to our Master Plans for the overall development of those areas.

**Kimball** – Right, the City has some great Master Plans and are very in-depth and so are the Capital Improvement Plans. But not every political subdivision necessarily does, the School District struggles with planning, they do their best, but they struggle. The Highway District etc. they're all beyond the scope, the Fire Department has struggled in the past and they finally have their impact fee stuff. The questions are, who has to demonstrate the impact? Is it the Fire Department coming here and saying there is going to be a problem or is it the public that has burden or the applicant?

**Seale** – When it comes to demonstrable impact we always ask for input from the other jurisdictions and agencies and see if they have any input regarding a change to the zoning or development and they have the opportunity to provide comments. Sometimes they do have comments however, a lot of the time there is no response because it falls inline with what they've anticipated in the area. We have also had individuals of the public make comment that caused a pause in the process to seek out additional information to verify the validity of the issue or the impact of the issue. For example, the zone change off of Pleasant View that information was brought forward that it used to be a dump site. So, the question was can this be developed on? You can develop on a dump site however, there are certain remediations prior to development which lead to the applicant withdrawing the application. So, either can bring forward information that may be applicable in order to make the best decision possible.

**Kimball** – I guess I want to understand that we are not going to leave it to lay people to claim adverse impact versus those actual political subdivisions having the comment.

**Seale** – If there is something that is brought into question and is something that we need to make sure they are aware of and it's not just a blank comment. As staff we are aware of a lot of the different issues that all of the different agencies face, and we want to make

sure they are informed. It is ultimately up to the agencies to demonstrate that they can or cannot meet those services that are required.

**Hampe** – I kind of get where it's going with this conversation but, can you tell me exactly what is meant by political subdivision.

**Seale** – Herrington, would you mind defining that.

**Herrington** – The city and all cities are incorporated political subdivisions of the state of Idaho as well as most water and sewer districts are kind of a subsection of political subdivisions. Basically, any entity that provides public services.

**Hampe** – I kind of gathered that but I wanted to be clear. In the discussion with Kimball and his point of how or when it's brought to us and we ask if it demonstrates adverse impact how do we determine that. Is it from entities like the police department or is it from public comment, but we can't really say that because it could be from any of those, correct?

**Seale** – Potentially it could be, however, I would always recommend relying on the professionals within the field that happen to have expertise within that area to be able to provide comment. Staff does try and provide as much information as possible in the staff reports that relate to potential impact of zoning, annexations, etc. There have been situations where the applications never make it forward because the annexation was determined to not have services to it anytime in the near future.

**Hampe** – Which brings up a good point, by the time it's brought to Planning and Zoning or to City Council it's already been vetted and has a stamp of approval from city staff, correct?

**Seale** – Yeah, I would say majority of the time, we do meet with people that are looking to annex and sometimes they just can't meet the criteria. They do come in with proposals and there are conversations that recommend them to go a different route and they can decide whether or not to follow staff's recommendations and still try and make an argument that they meet all the criteria based on their existing proposals. Yes, we have a lot of different conversations and we wouldn't allow for an annexation or zoning application to come before the Commission or the Council without having been essentially vetted through the process. It has to meet the minimum criteria to make it that far typically and if it is making that far without staff's stamp of approval it will be noted in the staff reports that there are questions or adverse issues that we would want to address prior to development.

**Hampe** – Some of those are in conditions, I can only remember once in the years I've sat up here that the city staff didn't approve it I think it was a proposed annexation that didn't touch city at all. They still brought it forward and staff and the attorney said, this doesn't meet and that is the only time I can think of. The point is even though staff has done their homework and vetted it there is reason why it comes to us. This has to be in part from comment and from testimony it can't just rely on staff, otherwise there wouldn't be this process.

**Seale** – Right.

**Davis** – You can go back and look at a couple different times that we've had public comment that said I'm not sure if you are aware of this or not but there

**Hampe** – Yes, we have had that, yes.

**Davis** – Right, that's the process.

**Seale** – There are different situations where staff is evaluating it against the Comp Plan, and it can be somewhat general. Certain areas could be looked at a little closer and determine whether or not it meets the vision of what is considered the people. Looking at



the city as a whole, we do look at all of that these are professional staff that have been trained and educated.

**Hampe** – I just want to be sure that everyone is being heard and if this is only a matter of once it's brought to us, if there isn't an expert in the field that doesn't get up and say I don't think this will work, then we don't listen to anything else because obviously if there is public testimony and there is public comment we have to take some of that into consideration otherwise it's not really the process that it's supposed to be, right. I'm not arguing that I just want to make sure that I feel like it's understood.

**Seale** – I think what the criteria changes are providing you is a little more flexibility as you are looking at it. The older criteria, a lot of the time as you read them, you realized that the proposal had nothing to do with some of them, like industrial zoning therefore it wasn't applicable. Most of the time you were only really considering 3 criteria out of the 6 essentially. And would talk about the same points as you would with just these 2.

**Hampe** – Okay, makes sense.

**Herrington** – Going back to Kimball's comment on the demonstrable adverse impact on the delivery of services, I think the best evidence on that will be the letters from ITD, Fire, I think the burden is on those political subdivisions who provide those services to make those claims that there will be an adverse impact on their services, and I think that it's an unmitigated impact. When we consider subdivisions, we talk about impact fees and the cost of development paying for itself I think it is similar analysis there as far as if there are ways to mitigate that impact, they're going have an objection about access or something like that. There's a way to mitigate that by having them fund a roundabout or some other higher intersection. I think that is what the criteria is getting at.

**Seale** – That is a good point, the Post Falls Highway District had provided a comment for a recent annexation that restricted access onto Prairie so therefore it was conditioned that any development of the site did not enter onto Prairie.

**Kimball** – Should we add some sort of language with regards to mitigation; unmitigated adverse impact, I'm asking the question because I think it kind of leads us down a path to not consider mitigation.

**Herrington** – Other jurisdictions have added some of that unmitigated adverse impact language so that would be something to consider.

**Kimball** – For instance, Ross Point Water District have will-serve letters but most of our annexation agreements say that all water rights go to the water purveyor that's one of those things where it's an adverse impact and it's how we have taken care of it in the past. I think adding the language is appropriate it leads everyone down a path of making sure if there is an adverse impact there's mitigation involved.

**Herrington** – I think we can explore some of that language and it forward.

**Seale** – I like the idea of adding the potential use of the word unmitigated.

**Hampe** – What exactly is unmitigated?

**Seale** – As Herrington stated, impact fees help to mitigate a lot of those issues and cap fees help to mitigate future issues. So, you have a narrow little 2-lane road that can't handle a whole lot of traffic however there is a large development coming in and part of that mitigation could be road widening to allow for the additional volume of traffic. So, by widening the road to help increase the volume of traffic it can handle is mitigating the potential impact.

**Hampe** – Unmitigated, so the discussion is by adding unmitigated there's a way to correct it then that's okay. So, number 2 is that still??

**Seale** - If there's an adverse impact anticipated from a development or an annexation that can't be mitigated, that's the demonstrable adverse impact. If it could be mitigated maybe that doesn't fall under a demonstrable adverse impact so adding the word unmitigated it allows for that ability to make those modifications in order to correct the potential future problem.

**Hampe** – I understand now.

### **Testimony In Favor**

**Neutral – Samantha Steigleder** – I am neutral, I think the language is getting a lot vaguer and I don't like that as much. I think it will make citizen comment less impactful with the additional vagueness and the way it's been talked about. We talked about what demonstrable and what it means but what does it really mean, do we need to have slide up here to show traffic statistics, do we need to go through a neighborhood and get 100 people to agree with something, or have a certain percentage of people that we ask the question say that it will have an adverse impact, so I think demonstrable at least in my line of work there has to be a goal set. I think it is increasingly vague. I also think that to the point of having the services be the ones to demonstrate the issue, they don't respond, I am sorry, but Fire always says that their issues will be looked at during the time of building permit or something. But no one else responds, not even the School District, that had to vote twice for levee. So, I would ask why we would do that because they don't respond in the regular process, why would they come up here after hours and talk about these issues. Mitigated or unmitigated how, so, yes, the road is too small, and we make them make it wider when they're building its mitigated at the time of building but if we consider impact fees that doesn't at the time of putting people in houses or apartments actually solve the problem that we don't have enough services. Maybe that impact fee isn't enough to hire another Firefighter or buy another rig or build another building so that impact fee isn't really mitigating the issues of the new building. I just think that is a little narrow. Hampe, you talked about staff recognizing the issue and if it is on the staff, it's already been talked about before it gets to public hearing right, they generally don't bring things that have issues so if it's on the staff to find the issues, I don't think that is appropriate either. The Comprehensive Plan contains the goals and policies, correct, I would love more language about what meets a goal or a policy. Others including myself have come up here and explained how it doesn't meet certain goals and policies, yet staff says it does so who wins? I would love more clear language about what are our top five goals or the most important five policies or maybe citizens have 10 policies for every 3 the city staff has. What are other cities doing in the area, this change was from a state change, I think is great we are trying to keep the laws similar. What is Rathdrum, Athol, or Hayden doing, if state laws are changing are we the only ones that are changing what we are looking at.

**Chris Wag, Fire Chief** – I think there is some misunderstanding about the Fire Departments involvement, I want you to understand we're involved from the get go on any project. So, when we get to the comment phase I think we often, due to already mitigating all of our problems our Fire Marshals when someone brings a new subdivision or a new project forward, we have been involved since step one. We have already made sure the drive lanes are wide enough and those things are done with city staff, oftentimes you never see the original plan turns into the final plan that you all approve or disapprove or recommend for approval. I think it is important for everyone to understand this isn't

something where we write a form letter at the end and say no worries it's something that we feel comfortable writing that letter because we've been involved. So, if it didn't meet the fire codes, access codes and we had significant concerns early on or there weren't enough hydrants to cover an area, or the street wasn't wide enough to get a fire apparatus down and put our jacks out for our ladder truck that all been done in the planning process long before it ever comes to you in a public hearing. I also want to remind you that impact fees do not pay for operations impact fees pay for capital new capital items only.

**In Opposition**

**Davis** – That is a good point in the sense of the number of agencies because if you throw that up there, I think you'd see a vast number of them that have been or are involved from ground zero.

**Carey** - And if they don't respond it's pretty much our assumption that they don't have any problem, or everything is okay with their department or their division.

**Seale** – Correct, that is typically how it goes. We occasionally receive notice to jurisdiction from Spokane and we will review on whether or not we want to respond. Typically, we don't unless it happens to impact our city. As a note, I have been in regular contact with the School District regarding all the annexations and applications, they do remain neutral and I have indicated that I have been working with Dena and she has provided us a letter that indicates that the School District does remain neutral but that they reserve the right to come back with a comment if they review something that is outside of their typical neutral set standing. We do work closely with them to help them find locations for land and help to talk about that with the developments that do come in. Again, this is zoning and annexation criteria, so this is very broad in terms of the delivery of public services. Most of it is not looking at development specifically that comes later at the subdivision or site plan phase. So, is it within the Post Falls Fire Districts area and do they have it planned for serving and when it comes to widening of streets that just follows those Master Plans? So, it is very broad and why keeping these general allows for that wide range of discussion but again it's a very broad decision already when you are looking at what zone to choose and whether or not to annex.

**Herrington** – I'd also like to add that the State Code is broad and most other cities and other jurisdictions do have similar codes like this. There's nothing wrong with our existing zoning criteria we're not changing to be more in line or anything like that we are just trying to simplify because right now at least in our code it is in 2 different places, it isn't consolidated into 1 area.

**Seale** - I also want to note that there were no changes to the state code we are just modifying it.

**Kimball** – Can we go to item D, the legislative part. In speaking about the demonstrable part, is more concrete of the decision however, in D I think this is where the public has their clout so to speak. Is it in the best interest of the city; I think this is where it's the subjective part not the objective part where an opinion has more weight than fact.

**Davis** – So, you are saying this section has more opportunity for impact when it comes to public comment.

**Kimball** – Right, I don't think we are necessarily stripping the power away from the public by talking about the impacts. I think this is the part where the public and the public's opinion of whether they want it or not and whether it's in the best interests of them as citizens of the city is probably their power lies.

**Comments:**

**Kimball** – In all honesty my feelings are a little mixed; I like solid criteria because I am trying to be as black and white as possible. I understand the generality and why we are doing it and it's following state code to mimic the requirements. I think we should add the unmitigated part to the language, so it gives a route forward and gives the agencies the ability to create mitigation and the ability to move something forward which is important for all the citizens. If there are problems created, then being able to mitigate them is important.

**Hampe** – I have issues understanding that we should only rely primarily on the experts; city staff, engineers, of course this has to carry a lot of weight I just feel like we are being told that we can't listen to what anybody has to say except the experts, and I don't like that.

**Cary** – Where are you hearing that?

**Davis** – I didn't hear it, but?

**Hampe** – I think the City Attorney said something to that effect.

**Herrington** – I don't think anyone is limiting comment or anything.

**Hampe** – No not comment but consideration of that comment.

**Herrington** – What I was saying was to the demonstrable adverse impact upon the delivery of services by any political subdivision. I was saying the best evidence is probably going to come from that political subdivision so, if there is an issue with the road it would be coming from ITD.

**Hampe** – I thought you said it needed to.

**Herrington** – It doesn't need to I'm just saying that is the best evidence.

**Hampe** – What I heard was obviously not correct, when I heard that I thought it was being said that that is where we need to take our consideration from.

**Herrington** – No, I was just saying that for the adverse impact, if there was going to be an adverse impact to access onto Highway 41 that letter is going to come from ITD. Which will be the best evidence that there is a demonstrable adverse impact; if ITD is saying access can't be made to this particular parcel that would be a demonstrable adverse impact. I am not saying that is all the evidence, I am saying that is likely the best source of evidence from that political subdivision. The criteria is specific to the services by a political subdivision.

**Hampe** – So, the current criteria is.

**Herrington** – The proposed.

**Hampe** – So, that's the point, you want to change it from where that is not the language to it being the language where it needs to come...

**Davis** – Again, I don't think you are saying it needs to come. The best source of that information would be from, in that case, ITD, the expert, the best source. I feel honestly in any case the best source generally comes from an expert in that field however, it does not take away from anybody's ability and I would encourage anyone to come up and speak. They always have that opportunity, is don't just come up and say I don't like apartments they cause crime, bring data, bring information. In Boise, we have seen xyz so data and information are always going to important, and citizens can bring those up. I don't think anyone is saying it can only come from experts its just in most cases or in many cases that expert information realistically should be what we're basing a lot of our decision on not all of it but a lot of it.

**Ward** – Like having a fire inspection having the guy from the convenience store show up and the chief I'd listen to the chief.

**Hampe** – I am not arguing that, what I am saying is this process is for nothing if that's what we're going to look at. If all we are going to look at is was that adverse impact shown by ITD, or by another services provider if it has to come from there and we are looking at number 2 and we say nope that was already determined it has an adverse impact and if there was no adverse impact reported by any of those agencies then number 2 is ago. I feel like it is being really restrictive.

**Seale** – I just want to say that most of what you are wanting to consider from the public comment falls under number 1. Is it consistent with the vision area contained in the comprehensive plan? Again, digging into the comprehensive plan and reading those area in particular can help guide your decision-making process.

**Herrington** – To follow up that language from 2 comes straight out of the State Code and again it is the delivery of services by a political subdivision providing public services. To the crime thing, crime is not a public service. I think you're right it is restrictive by design.

**Hampe** – Because it is supposed to be.

**Herrington** – It is for that prevision of public services.

**Hampe** – Whether I like it or not, if it's supposed to be that way then I have to play by the rules. I just want to make sure that I am not saying let's change something that is more restrictive and not something that we absolutely need to do.

**Kimball** – I can tell you as a person who stood on the other side of the podium in this jurisdiction and others, the knife cuts both ways when it comes to agency comment. If an agency makes a comment that the applicant doesn't like, they have to prove the agency is wrong or that their mitigating it. If an agency has no problems and a la person gets up there and says no there's a problem, but I don't have evidence to that effect then we should also weigh that in the same manner.

**Hampe** – I do understand what you are saying, I have had questions on traffic maybe putting high density on Highway 41 before there were improvements. Obviously, it's a mess, but the engineer has come up and talking about trips per day, etc. however, I drive down the road and it's terrible I can see it from driving down the road and people pulling out in front of others, do we really want to add to that? Maybe that kind of congestion is allowed by whatever standard there is. But does it have adverse impact, yeah, I think so. Sometimes what's allowed isn't the most comfortable thing or safest thing but its allowed, there is a minimum and a maximum and were hanging out along the maximum its not comfortable for most people. So, I've heard the engineer come up and say its allowed but you can see that it's a mess and I just sometimes have to questions whether common sense is being used.

Motion to recommend approval to City Council amending the language to include the word unmitigated with the respect to the demonstrable impact. It would read does the proposed zoning district create an unmitigated demonstrable adverse impact and the reasoning for that being explained in our deliberations earlier. - Kimball

2<sup>nd</sup> by Ward

Vote Hampe – No; Ward – Yes; Davis – Yes; Kimball – Yes; Carey – Yes; Steffensen - Yes

Moved

## 5. ADMINISTRATIVE / STAFF REPORTS

None

**6. COMMISSION COMMENT**

None

**7. ADJOURNMENT 6:26PM**

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: \_\_\_\_\_

**Barnum’s Addition Zone Change  
File No. ZC-22-3**

**Planning and Zoning Commission  
Zoning Recommendation**

**A. INTRODUCTION:**

APPLICANT: Dobler Engineering

LOCATION: Generally located on the east side of Elm Rd, just north of I-90.

REQUEST: Rezone approximately .55 acres from Single-Family Residential (R1) to Medium Density Residential (R2).

**B. RECORD CREATED:**

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-5 Authorization Letter
5. A-6 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFPD Comments
10. PA-2 KCFR Comments
11. PA-3 DEQ Comments
12. PC-1 Schreiber Comments
13. P&Z Staff Report
14. 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 acres in the City of Post Falls from Single Family Residential (R1) zoning to the Medium Density Residential (R-2) zoning

district. He explained that the location is at the end of Elm Rd just north of I-90. Currently there is a duplex at the location.

Mr. Manley explained that water is being provided by East Greenacres Irrigation District and sewer is provided by the city of Post Falls. He reiterated that there is a non-conforming duplex on site and this proposal would make that use conforming in a R-2 zone.

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 testified that the area is designated business commercial on the future land use map. He noted that the site is 1/3 of a mile away from Seltice Way. He testified that the Business Commercial designation 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. He theorized that 1/3 of a mile could be walking distance from the Seltice commercial corridor. He asserted that R-2 is one of the implementing zoning districts.

Mr. Manley testified that it is just east of an area that is zoned R-2 with R-1 single family adjacent to the north. He testified that the proposed zone is located at the terminus of Elm Rd, a local roadway, and the change will not have any negative impacts to the city's transportation system. He testified that they are not looking for commercial high density so the fourth criteria is largely inapplicable.

Mr. Manley testified that their proposal is for medium density and they are in kind of a transitional awkward area that is not an urban area but is near a commercial corridor and next to I-90. He testified that the last criteria, looking at industrial zoning, is not applicable.

Mr. Manley testified that the applicant wants to make a non-conforming use conforming. He noted that if any development they would have to pay impact fees. He noted that the property across Elm was recently before the Commission. In response to a question from the Commission, he noted that the applicant can construct what is in the R-2 zone, they could potentially come back with a minor subdivision that would be processed administratively.

### **Gordon Dobler, Dobler Engineering, Applicant**

Mr. Dobler testified that this started with a two-lot plot in the R1 zone that we had filed with staff and staff realized that the duplex was non-conforming. He explained that they must bring it to conformance to complete the two-lot plat. He professed that they are limited to what can be done as the current duplex sits halfway into the existing lot and they are keeping the duplex.

Mr. Dobler testified that the R-2 is appropriate as the property across the way is zoned R-2 which they are developing and the Commission approved approximately 3-4 months ago. He explained that this property abuts the freeway, even though this project will not be that dense but R-2 is a good buffer. He noted that there is also an easement that is approximately 40 feet wide along the north side of the property which separates the homes to the north. He affirmed



that with the development across the street sewer and water will be brought in for this project as well.

Mr. Dobler testified that he believes this request meets all the goals and policies within the Comp Plan. He clarified that they are doing this because they are adding another dwelling, there is a mobile, single-family home, across the street which the owner owns and he wants to move it to this location on a separate lot.

**Public Testimony:**

The Commission opened the hearing for public testimony, none was received.

**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 R-2 is an implementing zone in the Business/Commercial designation. The Commission finds that the proposal fits within the area and the R-2 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:

**Goals:**

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

This proposal supports the character and unhurried pace of Post Falls neighborhoods, and ensures their neighborhoods are kept safe, active, and aesthetically pleasing. This proposal encourages attractive, pedestrian-friendly development, through a provision of diverse housing types.

Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives. (G.6)

This proposal may provide 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 providing connectivity too regional transportation systems.

Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long-term sustainability. (G.7)

This proposal provides for diverse housing development supporting the local economy.

**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 for parks, public safety, streets, and multi-modal pathways.
- Foster the long-term fiscal health of the community;  
Providing the opportunities for creating the variety of housing such as this proposal furthers the establishment of having residential housing within walking distance of commercial and civic uses to create sustainable and independent living communities. The interaction between these uses increases their value and assists in contributing to the long-term fiscal health of the community.
- Maintain and enhance resident quality of life;  
Diversified housing options assists with providing quality housing for different sectors of the community.
- Promote compatible, well-designed development;  
Any additional development beyond the existing duplex will be required to meet City design standards.
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.  
This proposal should not have any associated transportation impacts and can be serviced by existing utilities.

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

- Future land use mapping;  
The Future Land Use Map in the Comprehensive Plan designates this area as Business/Commercial. The Commission finds that R-2 is an implementing zone in the Business/Commercial designation. The Commission finds that the proposal fits within the area and the R-2 zone is in accordance with the Future Land Use Map.

- Compatibility with surrounding land uses;  
The proposed development pattern for this proposal would be compatible with the surrounding uses as they are primarily residential in nature.
- Infrastructure and service plans;  
Sanitary Sewer for the location is located at the northwest corner of the property. Connection to sewer would not be required with zone change; however, any future subdivision would require extension of sewer and connection thereto. The property requesting the zone change is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

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

East Greenacres Irrigation District would service water.

- Existing and future traffic patterns;  
The property is adjacent to terminus of Elm Rd., next to the I-90 rights-of-way. Elm Rd. is classified as a local roadway. The proposed zone change will not have any negative impacts to the City's transportation system.
- Goals and policies of the comprehensive plan, related master plan and/or facility plans.  
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 proposal is approximately .31 Miles from an evolving commercial corridor (Seltice Way). The proposal is situated within walking distance of commercial areas.

**[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.

**[P.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.

If ever redeveloped, frontage improvements associated with development, including the planting of street trees and adequate irrigation would be required.

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

**Water and Sanitary Sewer:**

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

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

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

East Greenacres Irrigation District would service water.

**Compatibility with Existing Development and Future Uses:**

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

**Future Land Use Designation:**

The Future Land Use Map in the Comprehensive Plan designates this area as Business/Commercial. The Commission finds that R-2 is an implementing zone in the Business/Commercial designation. The Commission finds that the proposal fits within the area and the R-2 zone is in accordance with the Future Land Use Map.

**Community Plans:**

None.

**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 Commission finds this criterion inapplicable to the proposal.

**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, as R2 is considered lower density housing, being further away from the Seltice Way which is a commercial corridor, and it fits this criterion well as it is proceeding away from higher intense urban activity.

**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, as Industrial zoning is not being requested as part of this consideration nor is Industrial zoning situated near the requested area.

**D. RECOMMENDATION OF THE COMMISSION:**

**Barnum Zone Change, File No. ZC-22-3:** 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 Medium Density Residential (R-2) zoning.

\_\_\_\_\_  
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.**

**KCF Station #3 Special Use Permit  
File No. SUP-22-1  
Planning and Zoning Commission  
Reasoned Decision**

**A. INTRODUCTION:**

**APPLICANT:** Kootenai County Fire and Rescue Service

**LOCATION:** Generally located at the southwest corner of W. Prairie Ave and N. Charleville Rd.

**REQUEST:** A Special Use Permit to construct a new fire station within the R1 zoning district as a replacement from the fire station on 16<sup>th</sup> Ave.

**B. RECORD CREATED:**

1. A-1 Application.
2. A-2 Narrative.
3. A-3 Conceptual Plan
4. A-4 Legal
5. A-5 Vicinity Map
6. A-6 Auth Letter
7. A-7 Title Report
8. S-1 Vicinity Map
9. S-2 Zoning Map
10. S-3 Future Land Use Map
11. PA-1 PFPD Comments
12. PA-2 KCFR Comments
13. PA-3 DEQ Comments
14. PA-4 PFSH Comments
15. P&Z Staff Report
16. Testimony at the June 29, 2022, Planning and Zoning public hearing:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the June 29, 2022, public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request approval for a Special Use Permit to relocate and construct a new Kootenai Fire Station #3 to the southwest corner of Prairie and Charleville within the Single Family Residential (R-1) zone as allowed by Post Falls Municipal Code ("PFMC") 18.20.030. The request is evaluated under the standards of PFMC § 18.20.070 B.

**Jon Manley, Planning Manager**

Mr. Manley presented the staff report. He testified that the applicant is requesting approval for a Special Use Permit to relocate and construct a new fire station within the Single Family Residential (R-1) zone. He testified that they will be moving their facility from 16<sup>th</sup> Ave. near Highway 41 to the southwest corner of Prairie and Charleville. He explained that this is the northern tier of what was known as the Tullamore PUD and has been planned for some time. He testified that the existing zoning of the property is Single Family Residential (R-1) and is surrounded by other Single Family

Residential (R-1) zoning, Community Commercial Services and north of Prairie is Tech Mixed with additional Community Commercial Services.

Mr. Manley testified that the water provider to the site will be the Ross Point Water District and the City of Post Falls will provide sewer service to the location. He noted that the facility will house three drive through apparatus bays, personnel, and training areas situated on approximately 2.07 acres. He expounded that the future land use map categorizes this area as low density residential, but business commercial is directly to the east and north. He explained that the overall site is home to the Ross Point Water District to the West, a future regional park is planned by the city of Post Falls, and residential to the east across Charleville Rd.

Mr. Manley testified that the first review criteria examines whether implementation of the special use permit will or will not conform to the purposes of the applicable zoning district. He stated that Fire and Rescue Uses are permitted within the R1 zoning district, per PFMC Section 18.20.030, through an approved special use permit.

Mr. Manley testified that the second criteria is whether the proposed use constitutes an allowable special use for the zoning district involved and complies with all other applicable laws, ordinances, and regulations. He testified that the use is allowed by code and PFMC 18.20.040, Official Bulk and Placement Table, has standards set forth that will need to be met.

Mr. Manley testified that the third criteria is whether the proposed use is compatible with the health, safety, and welfare of the public or with land uses in the vicinity. He testified that, as stated in the staff report, the use was compatible with the surrounding land uses and zoning designations and the proposed use should not negatively affect the health, safety, and welfare of the public.

Mr. Manley testified that the proposed special use is not anticipated to produce any adverse impacts on the transportation system. He explained that the site will be connected to the City's water reclamation facilities and existing facilities are in place and have the capacity and capability to handle the requested use. He asserted that the proposed special use will be serviced by the Ross Point Water District system and domestic water facilities have the capacity and capability to handle the requested use.

Mr. Manley testified that the last criteria is whether the proposed use complies with the goals and policies of the comprehensive plan. He explained that Goals 5, 7, and 14 may be relevant to this special use permit and specifically Policies 8, 50, and 52, may be relevant to this special use permit. He asserted that the goals and policies are outlined in detail in the staff report.

Mr. Manley, in response to a question from the Commission regarding buffers, testified that the city would not apply buffer requirements because of the road to the north and east and the water district site and park site are compatible uses and therefore would not require buffering.

Mr. Manley, in response to a question from the Commission, stated many of the higher intense zones, fire and rescue uses are permitted outright and all the residential zones the use is permitted with an approved special use permit as they could be potentially a good site.

#### **Chris Wave, Kootenai County Fire Chief, Applicant**

Chief Wave testified that they acquired this land in 2011 with a land swap partially and at that time it was zoned with a mixed use and changed to an R1. He explained that it has always been our intention with the city to put a Fire Station on this location. He noted that it has been long planned and they have actually had a study done, in 2012, about Fire Station placement. He expounded that given the growth to the north and the 5,000 anticipated single-family residences north of prairie between that and Pleasant View at some point, they felt like they needed to get farther north of their 16th station.



Chief Wave testified that this will be 1-story with a little bit taller roof over the apparatus bays which will be on the south side of the complex. He answered the question about buffering, stating that although they are on the rear towards Ross Point there is a berm that buffers it some and then there will be fencing to secure facility from the park side as well.

Chief Wave testified that there will be full-time employees on site with room to have up to eight full-time employees. He explained that initially it will be staffed with an engine and a single resource so there will be 4 to 5 full-time employees, 24 hours a day 7 days a week, with the ability to put an ambulance there at some point which would up it to 7 employees.

Chief Wave testified that the facility is about 10,000 square feet and we think this is a prime location for emergency response. He asserted that with the growth in our community this fits into our Master Plan. He indicated that they have been asked what will happen with the 16th site and the staff report did an excellent job talking about that. He explained that they will be selling that, but they will be covering southern responses by adding the 5th station, in an area which is already zoned commercial, so they will not be coming back and asking for a special use permit. He clarified that station will be located at Seltice in between Heutter and Highway 41.

Chief Wave, in response to a question from the Commission regarding sirens, indicated that they are sensitive to that and work with the city too on traffic control. He explained that the long-term plan will have a traffic light there at Charleville and Prairie and the department has controls for traffic lights out of stations so they could control the traffic light right away so that they would not have to hit the sirens right away. He indicated that the time of day is also taken into account and things like that. He advocated that they have designed this facility to be very compatible with residents in that area and it is not going to look like a commercial building, it is designed to look like a residence, so it doesn't stick out like a sore thumb.

Chief Wave, in response to a question from the Commission regarding timing, indicated that they will start on the project as soon as possible and it is about a 12-month process.

**The hearing was opened for public comment, none was received.**

**Rob Palus, Assistant City Engineer**

Mr. Palus, in response to a question from the Commission regarding the intersection testified that the city's Transportation Master Plan has that intersection identified for a future traffic control device whether that be a roundabout or a traffic signal that will be analyzed in the future to determine which one will be best for the situation. He explained that having a fire station there will weigh on the decision as well as time frame we do not have a firm date as to when it will occur, it is based more on traffic patterns and the safety of our citizens.

**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 contained in Post Falls Municipal Code ("PFMC") § 18.20.070 B.

**C. EVALUATION OF APPROVAL CRITERIA:**

**C1. Will implementation of the special use conform to the purposes of the applicable zoning district?**

Fire and Rescue uses can be compatible with surrounding single-family zoning as it cuts 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.

The staff report, the testimony of Mr. Manley, and the Applicant establishes that the subject area is on the corner of Prairie and Charleville. The Commission heard testimony that the proposed Fire and Rescue use is permitted by special use permit. The Planning and Zoning Commission finds the testimony of Mr. Manley and the Applicant persuasive that the R1 zone supports certain Fire and Rescue uses, and this proposal is reasonable and in line with the zone. As such, the Commission concludes that the implementation of the special use conforms to the purposes of the R1 zone.

**C2. Whether the proposed use constitutes an allowable special use as established by this chapter for the zoning district involved; and complies with all other applicable laws, ordinances, and regulations of the city and the state.**

The land use table contained in Post Falls Municipal Code Section 18.20.030 specifically allows Fire and Rescue uses in the R1 zone through a special use permit. As such, the Planning Commission finds that this approval criterion is met.

**C3. Whether the proposed use will be compatible with the health, safety, and welfare of the public or with land uses within the vicinity of the proposal.**

The testimony and evidence provided that the proposed use when viewed against the surrounding land uses and zoning designations does not necessarily negatively affect the health, safety, and welfare of the public. The proposed use will be serviced by Ross Point water with sewer provided by the city as detailed in the staff report.

Further, the staff report transportation analysis indicates that the development is not anticipated to produce impacts that would adversely impact the adjoining transportation systems. The location is at the intersection of a minor collector roadway (Charleville Rd.) with a Principal Arterial (Prairie Ave.) and is located within a quarter mile of SH41, therefore is appropriately situated to service the property and use.

Finally, The Commission finds that the proposed use, a fire station, will most certainly be compatible with the health, safety, and welfare of the public and with land uses within the vicinity.

**C4. Whether the proposed use will comply with the goals and policies found within the comprehensive plan.**

Based on the testimony provided and the staff report, the Commission finds that the proposal meets the following goals and policies contained in the Comprehensive Plan:

**Goal:**

Maintain and improve the provision of high-quality, affordable, and efficient community services in Post Falls. (G.2)

The Commission finds that a newly relocated fire station will help serve the community in Post Falls with better efficiency and improve their operations by constructing a new building to suit their needs within the confines of our city limits.

The following policy responses further the implementation of the goals stated above:

**Policy:**

**[P.50] Cooperate with the Fire District to plan for and locate fire stations and provide adequate water flow for fire protection.**

The Commission finds that the location of this fire station, adjacent land uses, and being along the principal arterial cannot be any better. The Commission notes that while it will affect a few folks that

already live there it is beneficial that the only residential is located across a street and only on one side.

**D. ACTIONS THAT THE APPLICANT CAN TAKE TO GAIN APPROVAL.**

Not applicable.

**E. CONCLUSION**

**SUP-22-1:** Based on the evidence in the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the condition below, it is the conclusion of the Commission that the requested Special Use Permit, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved subject to the applicant complying with the following condition:

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

\_\_\_\_\_  
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.**

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**CITY OF POST FALLS  
STAFF REPORT**

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**DATE:** July 22, 2022

**TO:** POST FALLS PLANNING AND ZONING COMMISSION

**FROM:** JON MANLEY, PLANNING MANAGER • [jmanley@postfallsidaho.org](mailto:jmanley@postfallsidaho.org) • 208-457-3344

**SUBJECT:** STAFF REPORT FOR THE JULY 25, 2022, P&Z COMMISSION MEETING  
FROEHLICH ZONE CHANGE: File No - ZC-22-5

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**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

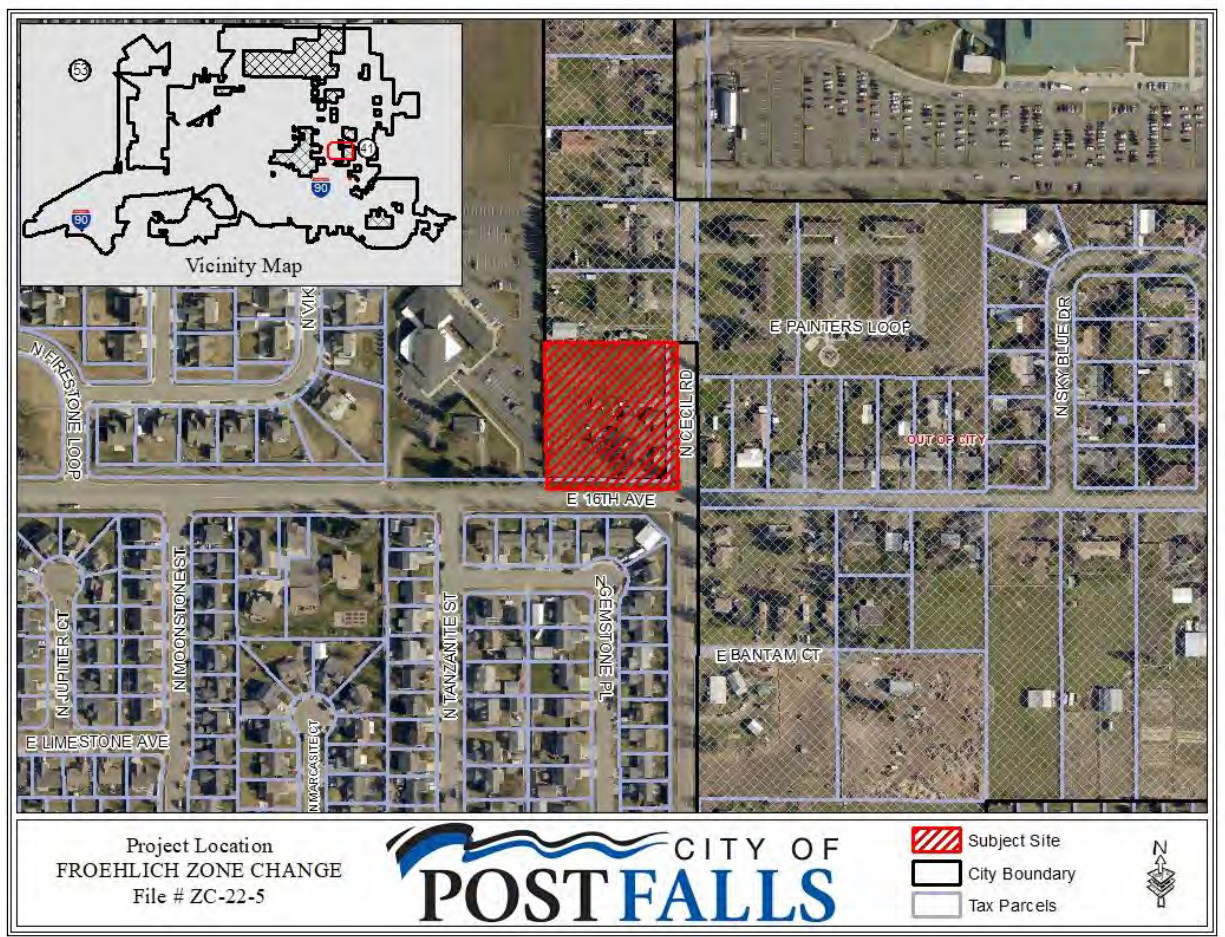
**Project Description:** Rezone approximately 1.88-acres from Single Family Residential (R-1) with a pre-existing single-family home within the City of Post Falls to the requested Medium Density Residential (R-2) zoning district.

**Project Location:** The property is generally located on the northwest corner of E.16<sup>th</sup> 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. / 16<sup>th</sup> 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 /16<sup>th</sup> 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 16<sup>th</sup> 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 / 16<sup>th</sup> 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.

16<sup>th</sup> 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 16<sup>th</sup> 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

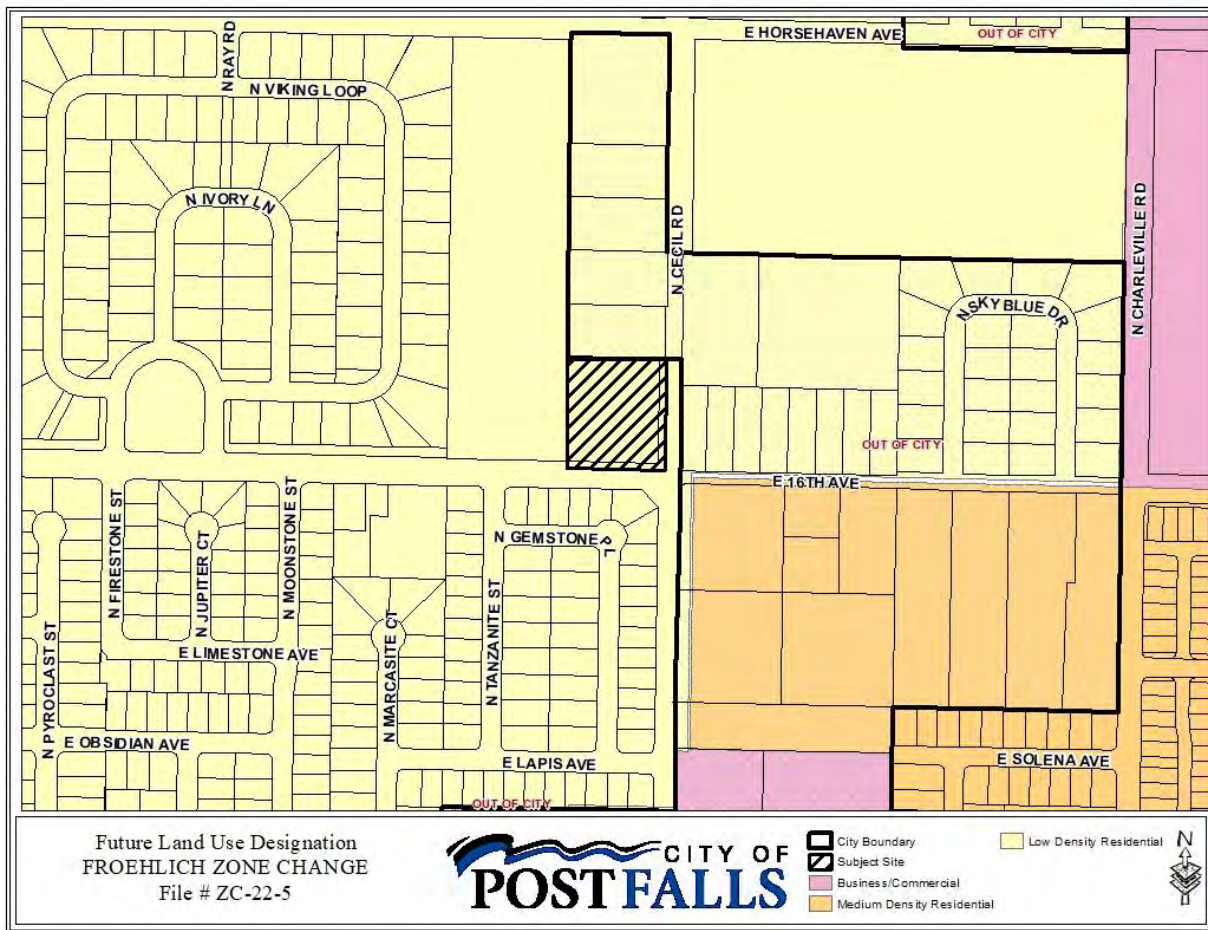
of the City's Water Reclamation System is not a guarantee of future service.

**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.



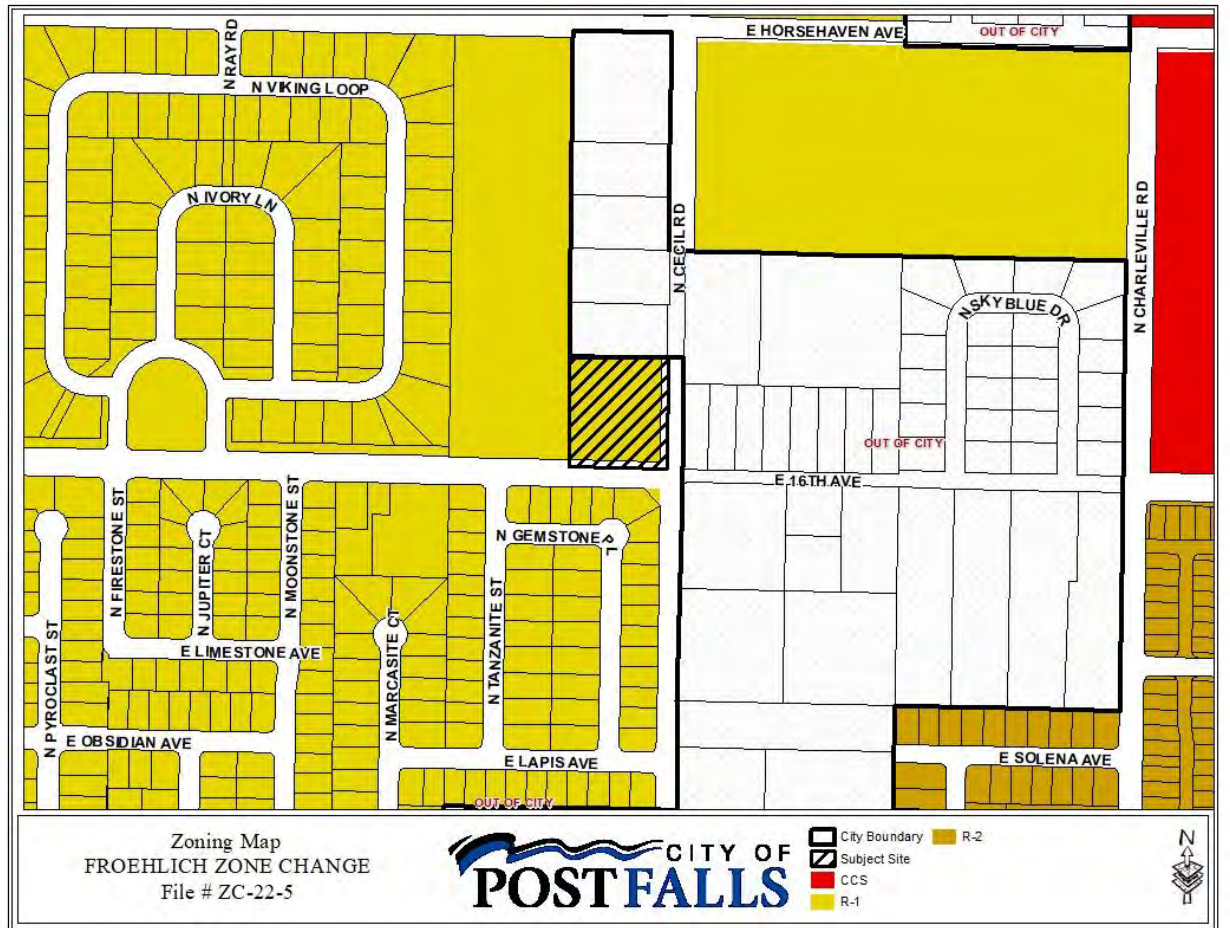
**Community Plans:** None

**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 16<sup>th</sup> 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
Exhibit PA-5	PFPD Comments
Exhibit PA-6	PFHD Comments
Exhibit PA-7	DEQ 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



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**🔒 Mailing Fees**

Number of Mailings

22

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**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

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**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

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## **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

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**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.**

<b>Request/Question</b>		<b>Response</b>
<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 16<sup>th</sup> 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 16<sup>th</sup> 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"> <li>• Residentially designated areas are readily serviced by collector and arterial streets suitable for higher levels of traffic; <ul style="list-style-type: none"> <li>○ The site is serviced by local collector streets (Cecil and 16<sup>th</sup>) that connect to other collectors and arterial streets.</li> </ul> </li> <li>• Where other public services are sufficiently available for the intensity of use contemplated; and <ul style="list-style-type: none"> <li>○ 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.</li> </ul> </li> <li>• Where the configuration of Municipal infrastructure and neighboring land uses are compatible with the use allowed hereby. <ul style="list-style-type: none"> <li>○ 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.</li> </ul> </li> </ul>
<i>How the request conforms to the Comp Plan - Goals</i>		<b>Goals not listed are not applicable to the proposed zone change*</b>
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.
<b>How the request conforms to the Comp Plan - Policies</b>		<b>Policies not listed are not applicable to the proposed zone change*</b>
P.1	<p><i>Support land use patterns that:</i></p> <ul style="list-style-type: none"> <li>• <i>Maintain or enhance community levels;</i></li> <li>• <i>Foster the long-term fiscal health of the community;</i></li> <li>• <i>Maintain and enhance resident quality of life;</i></li> <li>• <i>Promote compatible, well-designed development;</i></li> <li>• <i>Implement goals and policies of the comp plan, related master plan and/ facility plan.</i></li> </ul>	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"> <li>• <i>Future land use mapping;</i></li> <li>• <i>Compatibility with surrounding land use;</i></li> <li>• <i>Infrastructure and service plans;</i></li> <li>• <i>Existing and future traffic patterns;</i></li> <li>• <i>Goals and policies of the comp plan, related master plan and/or facility plan.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Future land use mapping; <ul style="list-style-type: none"> <li>○ The Future Land Use Map shows that the site and the surrounding properties of City lots and the County island north of 16<sup>th</sup> Avenue will be designated Low-Density Residential, as the site is currently designated. The portion of the County island south of 16<sup>th</sup> 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.</li> </ul> </li> <li>• Compatibility with surrounding land use;</li> </ul>

		<ul style="list-style-type: none"> <li>○ The R-2 zoning district is permitted in the Low-Density Residential and Medium-Density Residential land use designations which allow for similar uses.</li> <li>● Infrastructure and service plans; <ul style="list-style-type: none"> <li>○ 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.</li> <li>○ An internal road system to serve the proposed lots will be built.</li> </ul> </li> <li>● Existing and future traffic patterns; <ul style="list-style-type: none"> <li>○ 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.</li> </ul> </li> <li>● Goals and policies of the comp plan, related master plan and/or facility plan. <ul style="list-style-type: none"> <li>○ 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.</li> </ul> </li> </ul>
P.6	<p><i>Encourage residential development patterns typically featuring:</i></p> <ul style="list-style-type: none"> <li>● <i>Housing that faces the street edge;</i></li> <li>● <i>An interconnected grid or small-block streets network;</i></li> <li>● <i>Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting;</i></li> <li>● <i>Development and utilization of alleys for parking and service access;</i></li> <li>● <i>Vertical or horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers.</i></li> </ul>	<ul style="list-style-type: none"> <li>● Housing that faces the street edge; <ul style="list-style-type: none"> <li>○ Proposed residential lots will be along Cecil Road, 16<sup>th</sup> Avenue, or the internal private roads to be built that will encroach off of either Cecil Road or 16<sup>th</sup> Avenue. All proposed residential lots will be facing a street edge.</li> </ul> </li> <li>● An interconnected grid or small-block streets network; <ul style="list-style-type: none"> <li>○ Internal streets are proposed within the subdivision that will connect to existing city collector streets.</li> </ul> </li> <li>● Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting; <ul style="list-style-type: none"> <li>○ 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.</li> </ul> </li> <li>● Development and utilization of alleys for parking and service access; <ul style="list-style-type: none"> <li>○ No alleys proposed, residential lots will provide off-street parking.</li> </ul> </li> <li>● Vertical or horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers. <ul style="list-style-type: none"> <li>○ N/A, no mixed uses are proposed, only residential development.</li> </ul> </li> </ul>
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"> <li>● <i>Surrounded by incorporated areas;</i></li> </ul>	<ul style="list-style-type: none"> <li>○ 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</li> </ul>

	<ul style="list-style-type: none"> <li>• <i>That have readily-available service infrastructure and capacity;</i></li> <li>• <i>That support increased development intensity near the urban core.</i></li> </ul>	<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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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.

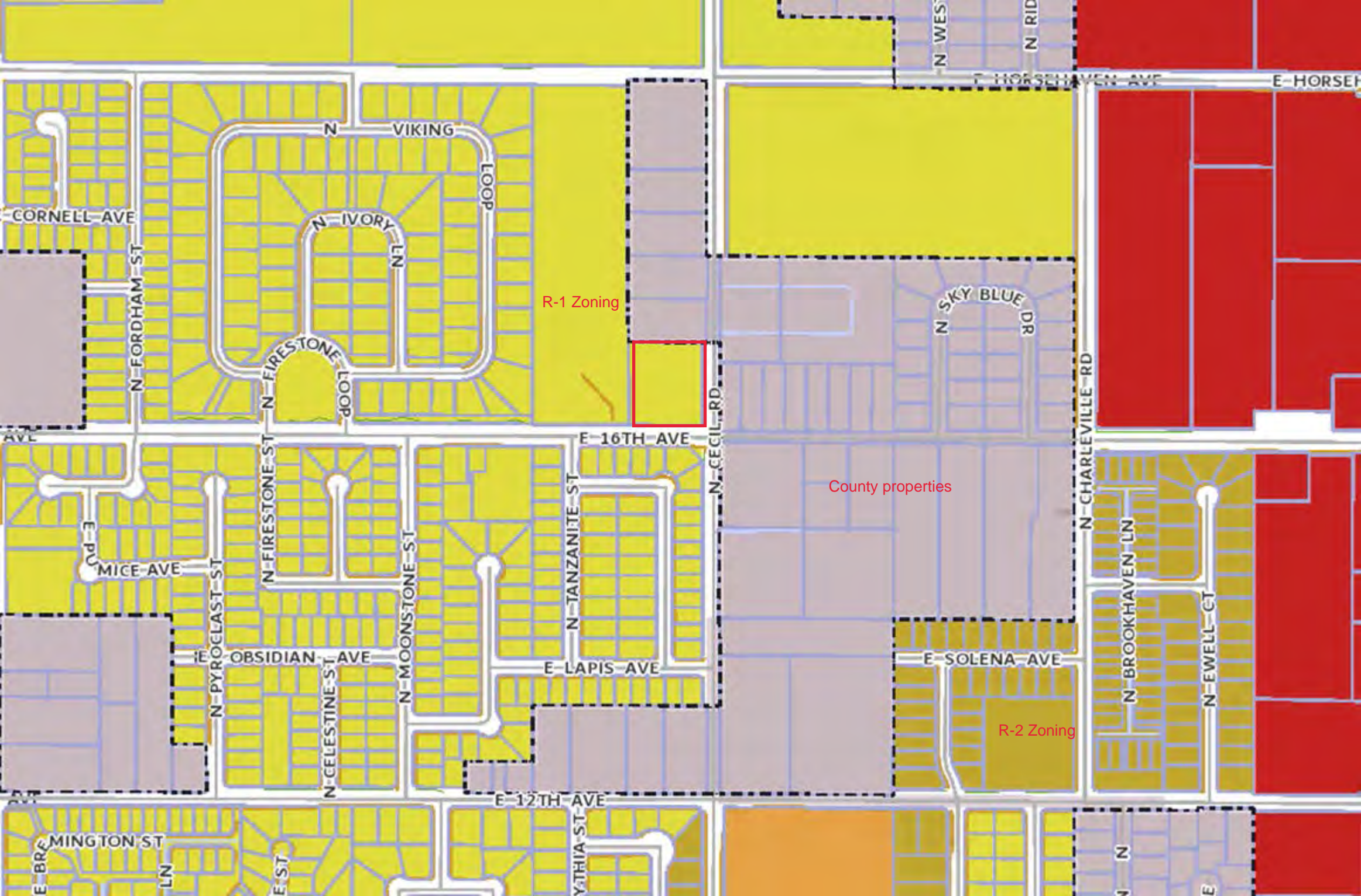
END OF DESCRIPTION

P221002









R-1 Zoning

County properties

R-2 Zoning

CORNELL AVE

N-FORDHAM ST

N VIKING

LOOP

N-IVORY LN

N-FIRESTONE LOOP

E-16TH AVE

N-CECIL RD

N SKY BLUE DR

E-MICE AVE

E-OBSIDIAN AVE

E-LAPIS AVE

E-SOLENA AVE

E-12TH AVE

E-BRINGTON ST

E-YTHIA ST

N-BROOKHAVEN LN

N-EWELL CT

E-HORSEHAVEN AVE

E-HORSEHAVEN AVE

N-WES

N-RID

N-CHARLEVILLE RD

N

N

E

## 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

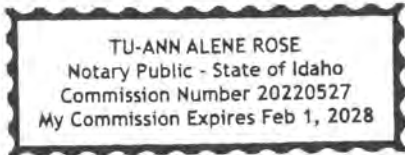
# NOTARY ACKNOWLEDGMENT

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](http://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 Nathon 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	AIN	Situs Address	Data as of
P715036028AD	123553	1627 N CECIL RD, POST FALLS	4/2/2022

**Owner Information**

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

**Location / Description**

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

**Parcel Type**

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

**Assessment Information**

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



# Kootenai County, Idaho

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

## Improvements

<b>Parcel Number</b> P715036028AD	<b>AIN</b> 123553	<b>Situs Address</b> 1627 N CECIL RD, POST FALLS	<b>Data as of</b> 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	
<b>Location / Description</b>		
<b>SITUS</b> 1627 N CECIL RD <b>LEGAL DESCRIPTION</b> POST FALLS IRR TR 2ND ADD, TX#11 428 BLK 36 EX RW		
<b>TAG</b> 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
				<b>Current Year</b>	<b>\$1,655.18</b>
Prior Year Taxes Due					
NO DELINQUENT TAXES					

Year / Bill Number 2021 / 221642 ▼

Assessment Information							
Authority	Exempt	Taxable	Rate	Gross	Credits	Savings	Net Tax
<b>1-KOOTENAI CO</b>							
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
<b>210-CITY POST FALLS</b>							
CITY OF POST FALLS	125,000	329,552	0.003413995	1,125.09	0.00	426.75	1,125.09
<b>255-KC FIRE &amp; RESCUE</b>							
KOOTENAI CO FIRE & RESCUE	125,000	329,552	0.001618203	533.28	0.00	202.28	533.28
<b>271-COMM LIBRARY NET J</b>							
KOOTENAI CONSOLIDATED LIBRARY	125,000	329,552	0.000236	77.77	0.00	29.50	77.77
<b>351-N ID COLLEGE</b>							
NORTH IDAHO COLLEGE	125,000	329,552	0.000649505	214.05	0.00	81.19	214.05
<b>354-KOOTENAI-EMS</b>							
KOOTENAI CO EMS 47173	125,000	329,552	0.000115613	38.10	0.00	14.45	38.10
<b>457-SOLID WASTE-S/A</b>							
SOLID WASTE FEES	0	1	88	88.00	0.00	0.00	88.00

<b>232-SCHOOL DIST #273-BOND</b>							
SCHOOL DIST #273-POST FALLS	125,000	329,552	0.000521095	171.73	0.00	65.14	171.73
<b>232-SCHOOL DIST#273-OTHER</b>							
SCHOOL DIST #273-POST FALLS	125,000	329,552	0.000014919	4.92	0.00	1.86	4.92
<b>232-SCHOOL DIST #273-SUPP</b>							
SCHOOL DIST #273-POST FALLS SUPP	125,000	329,552	0.00085461	281.64	0.00	106.83	281.64
<b>225-PF HIGHWAY #1-POST FALLS</b>							
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
<b>490-S/A-Aquifer Prot District</b>							
Aquifer Protection District	0	6	1	5.74	0.00	0.00	5.74
<b>Total Net Tax</b>						<b>3,310.37</b>	

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

Remainder of page intentionally left blank.

Dated: December 3, 2021

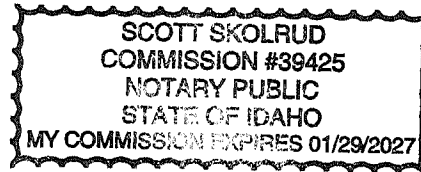
Juanita A Miller  
Juanita A. Miller

Nathan M. Dolph  
Nathan M. Dolph

State of Idaho, County of Kootenai, ss.

On this 6<sup>th</sup> 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.

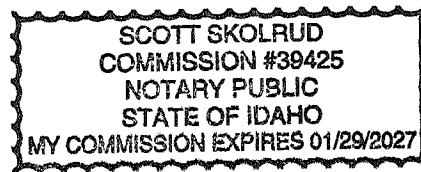
SS  
Notary Public  
Residing In: Coeur d'Alene  
My Commission Expires: 01-29-2027  
(seal)



State of Idaho, County of Kootenai, ss.

On this 8<sup>th</sup> 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.



(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

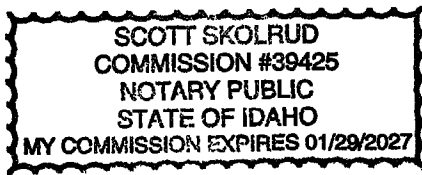
12/14/2021 (Seal)  
DATE

State of IDAHO

KOOTENAI County ss:

On this 14<sup>th</sup> 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.

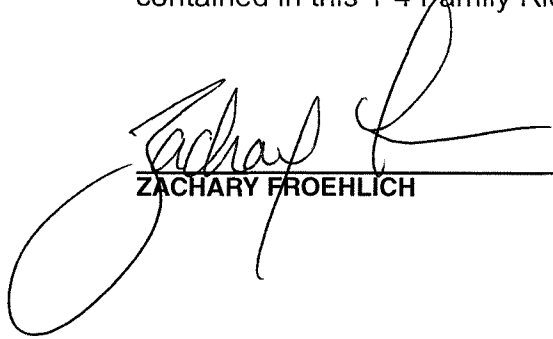
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default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

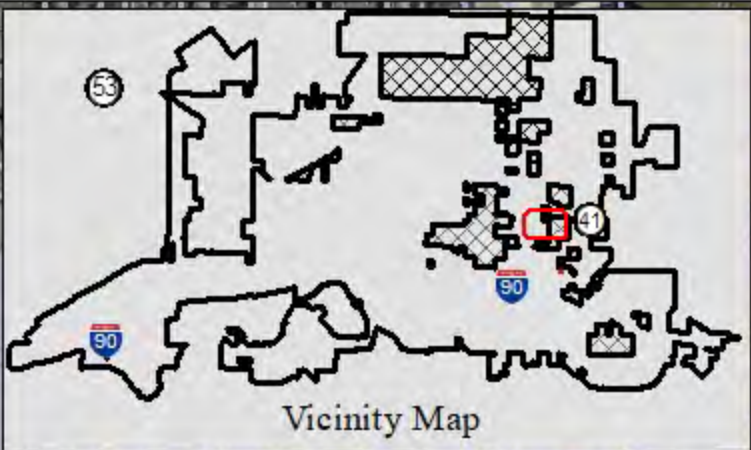


ZACHARY FROEHLICH

12/14/2021




(Seal)  
DATE



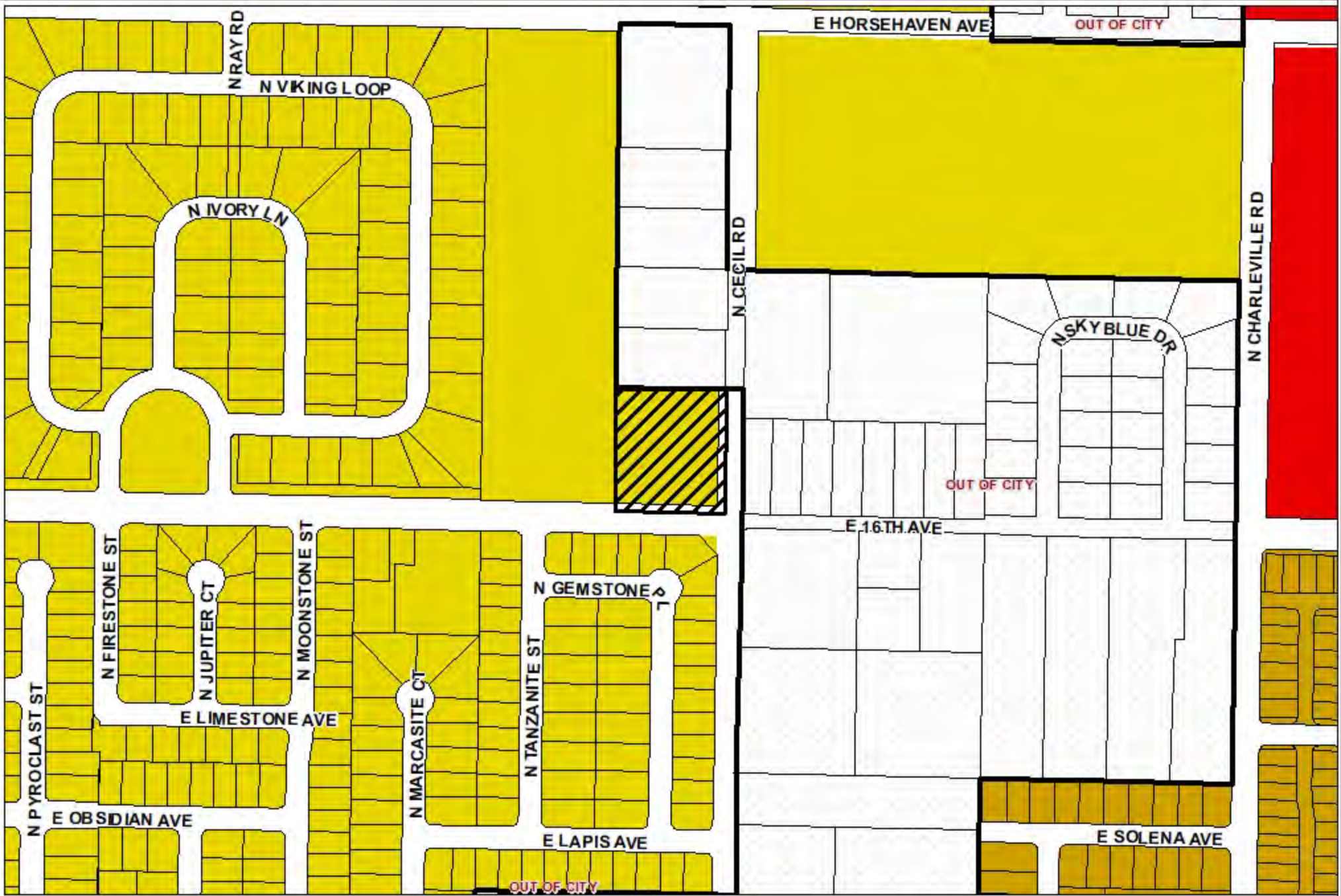


Project Location  
 FROEHLICH ZONE CHANGE  
 File # ZC-22-5



-  Subject Site
-  City Boundary
-  Tax Parcels



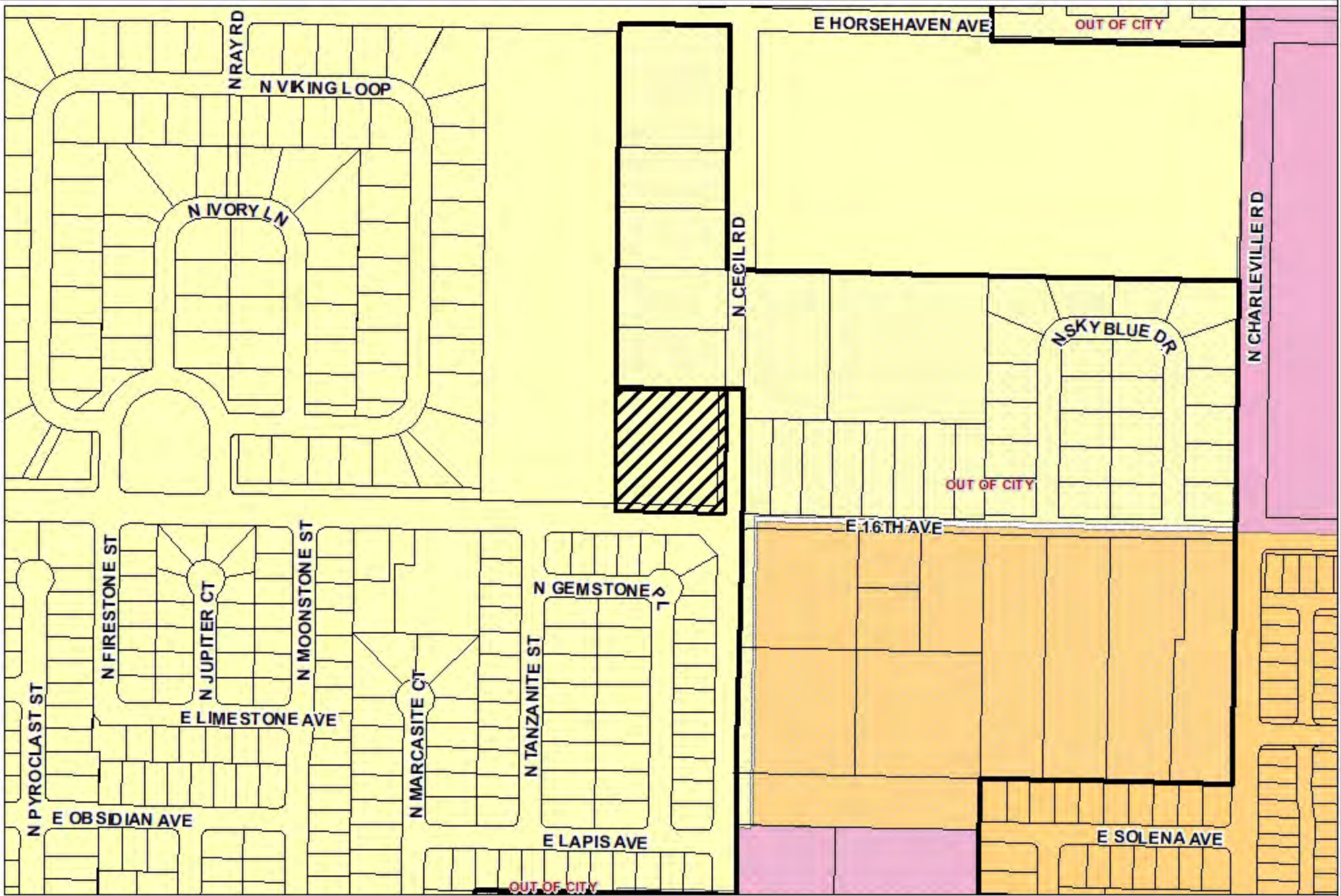


Zoning Map  
 FROEHLICH ZONE CHANGE  
 File # ZC-22-5








- 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 8<sup>th</sup>, 2022

Amber Blanchette  
Planning Administrative Specialist  
[amberb@postfallsidaho.org](mailto: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

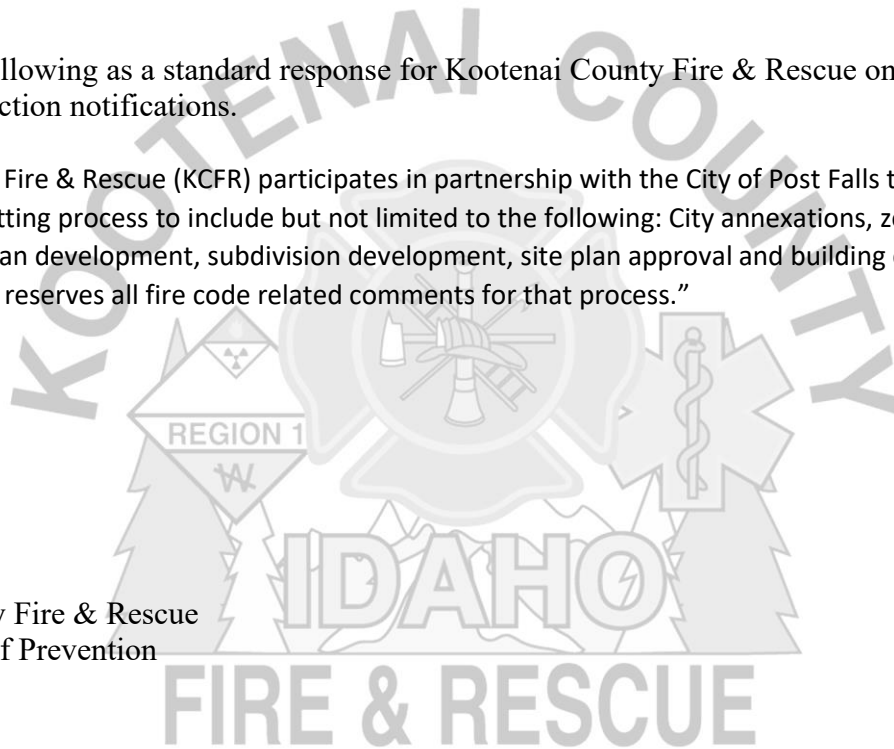
Amber,

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](http://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 29<sup>th</sup>. 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](mailto:amberb@postfallsidaho.org)



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

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**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](http://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.

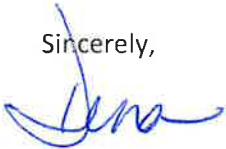
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

***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



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

July 8<sup>th</sup>, 2022

Amber Blanchette  
Planning Administrative Specialist  
[amberb@postfallsidaho.org](mailto: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

## Amber Blanchette

---

**From:** jonie@postfallshd.com  
**Sent:** Monday, July 11, 2022 2:05 PM  
**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.

Post Falls Highway District is in support of this zone change.

Jonie Anderson  
Administrative Assistant 1  
Post Falls Highway District  
p 208.765.3717  
f 208.765.0493  
[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



**From:** Amber Blanchette <amberb@postfallsidaho.org>  
**Sent:** Friday, July 8, 2022 9:37 AM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfallsidaho.org>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; 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>; Jacob Bell <jacob.bell@tdstelecom.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 McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljon@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@quantatel.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 morning,

Attached is the notice to jurisdiction for the named zone change for Planning and Zoning on July 25<sup>th</sup>. The draft staff report is on the city's website.

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338

Email: [amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)



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

---

The City of Post Falls will be changing our domain soon to POSTFALLS.GOV. Be watching for it.

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## Amber Blanchette

---

**From:** Kristie May <Kristie.May@deq.idaho.gov>  
**Sent:** Monday, July 18, 2022 2:55 PM  
**To:** Amber Blanchette  
**Subject:** RE: Froehlich Zone Change File No. ZC-22-5

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Good Afternoon,

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

Thank you,  
Kristie

### Kristie May | Admin Assistant II

Idaho Department of Environmental Quality  
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814  
Direct: 208.666.4608  
Office Line: 208.769.1422  
[www.deq.idaho.gov](http://www.deq.idaho.gov)

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

**From:** Amber Blanchette <amberb@postfallsidaho.org>  
**Sent:** Friday, July 8, 2022 9:37 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 <eporter@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.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 morning,

Attached is the notice to jurisdiction for the named zone change for Planning and Zoning on July 25<sup>th</sup>. The draft staff report is on the city's website.

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338

Email: [amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)



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**CITY OF POST FALLS  
STAFF REPORT**

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**DATE:** July 22, 2022

**TO:** POST FALLS PLANNING AND ZONING COMMISSION

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

**SUBJECT:** STAFF REPORT FOR THE JULY 25, 2022, P&Z COMMISSION MEETING  
Joseph Family Trust Annexation Request – ANNX-22-7

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**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:**



**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 3<sup>rd</sup> 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 3<sup>rd</sup> 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.

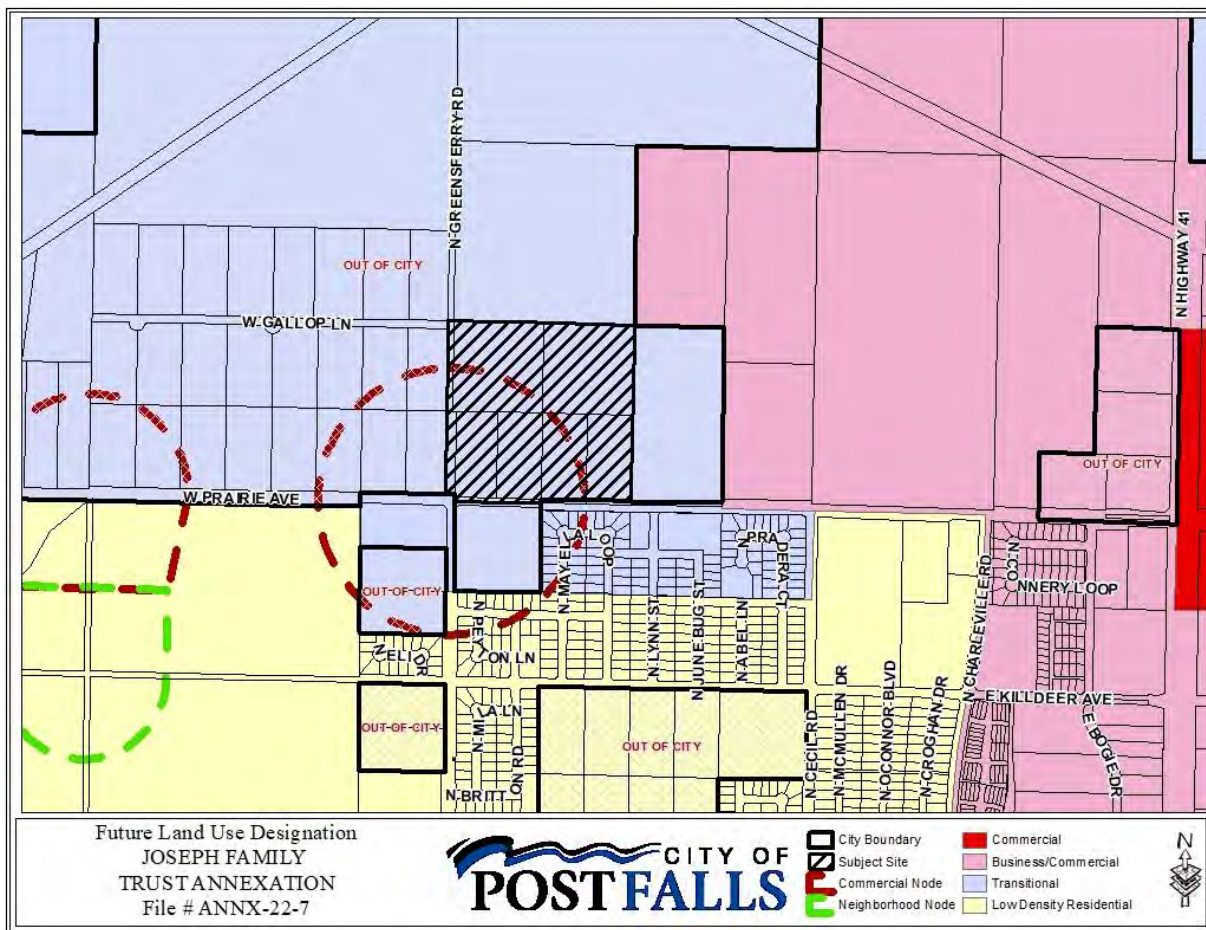
**Water and Sanitary Sewer:** Water is provided by the Ross Point Water District. Sanitary sewer matter was cited within Policy 9 of this report.

**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](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	<b>Draft</b> 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 PA-5	PFPD Comments
Exhibit PA-6	PFHD Comments
Exhibit PA-7	DEQ Comments
Exhibit PC-1	Burns Comment
Exhibit PC-2	Dehaven Comments
Exhibit PC-3	Leach Comments
Exhibit PC-4	Greene Comments
Exhibit PC-5	Wagoner Comments

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

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## 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

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## 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

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# 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.

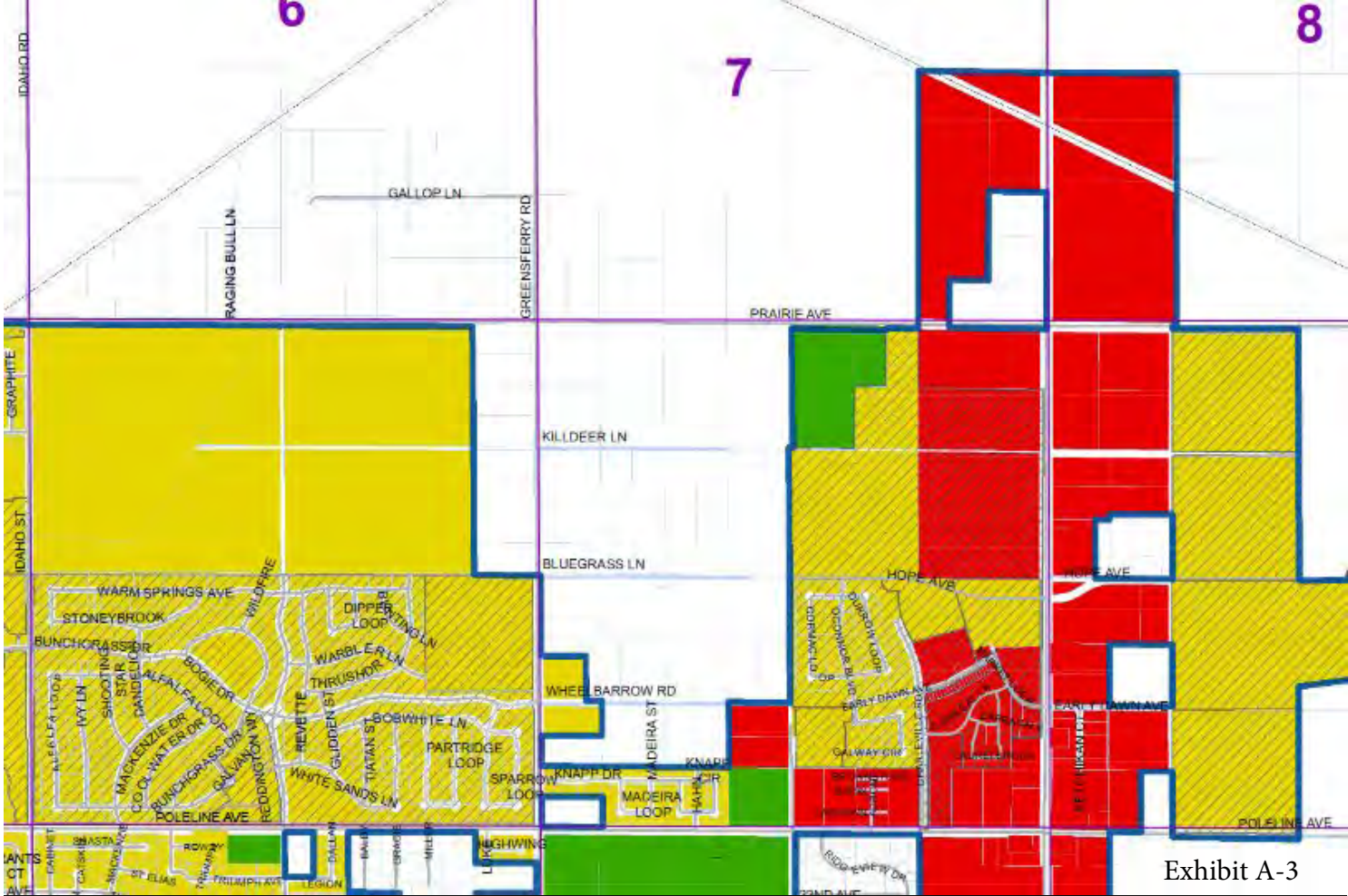
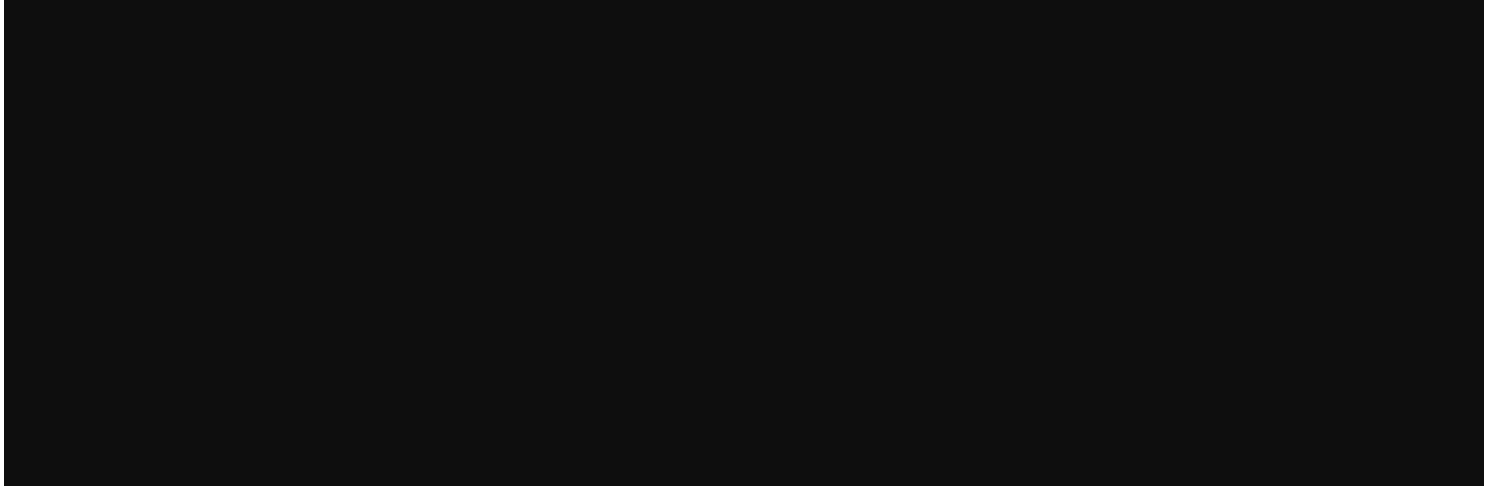


Exhibit A-3



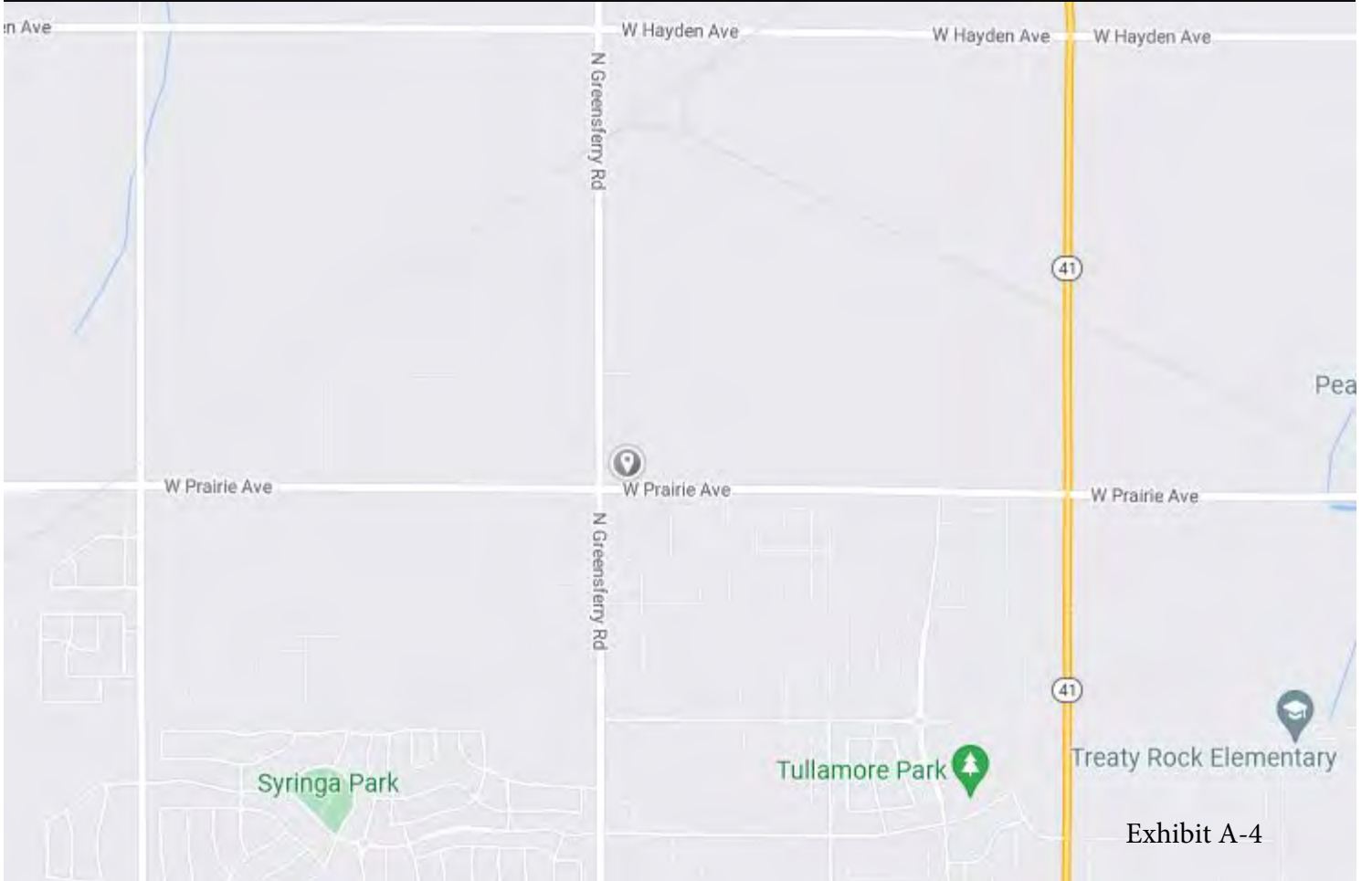


Exhibit A-4





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 1/16<sup>th</sup> 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

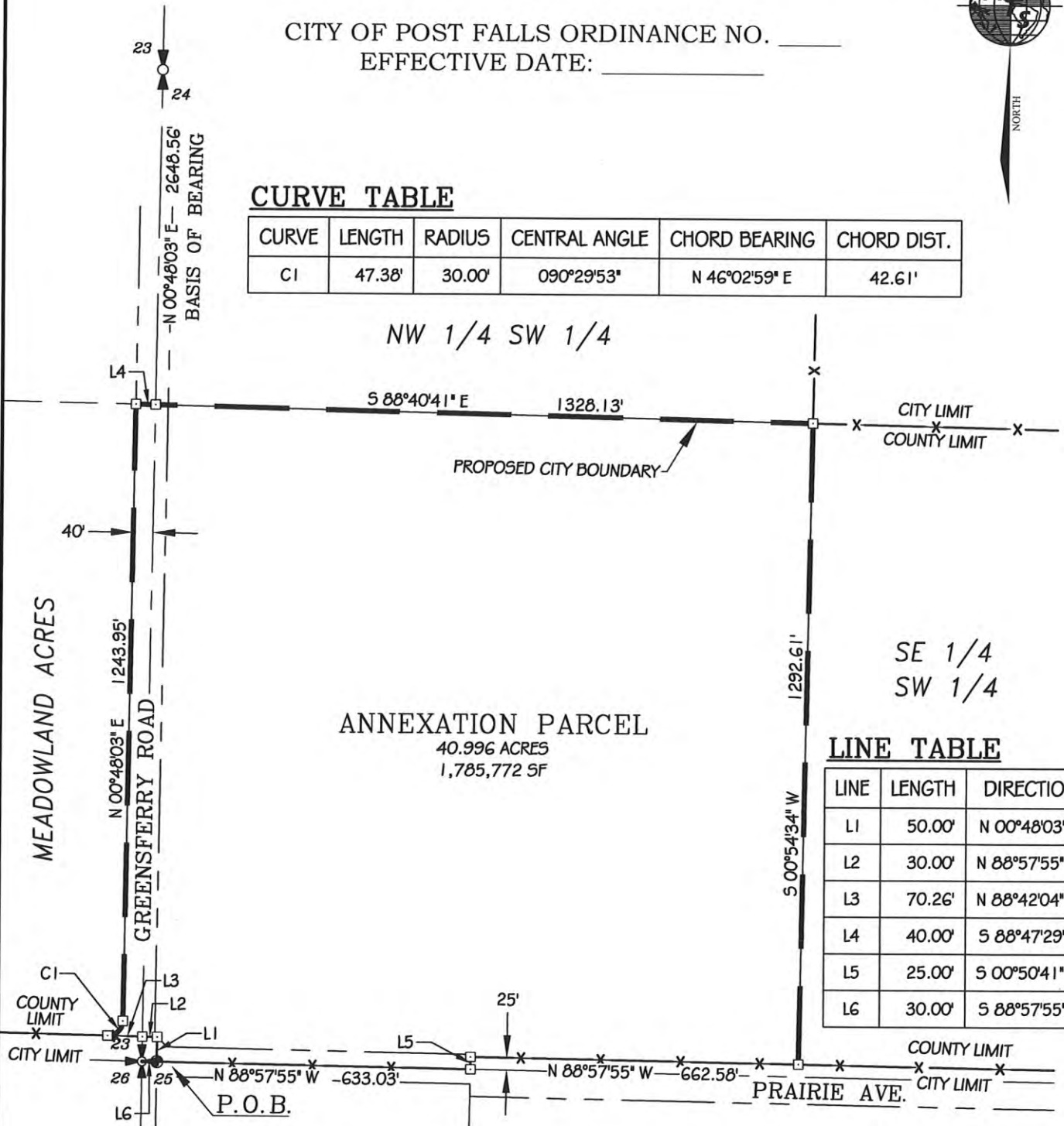
A PORTION OF SECTIONS 23 & 24 T. 51 N., R. 04 W., B.M.,  
KOOTENAI COUNTY, IDAHO

CITY OF POST FALLS ORDINANCE NO. \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_



## CURVE TABLE

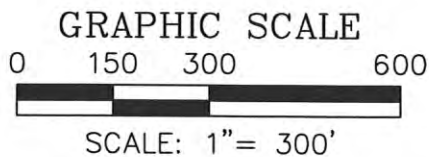
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DIST.
CI	47.38'	30.00'	090°29'53"	N 46°02'59" E	42.61'



ANNEXATION PARCEL  
40.996 ACRES  
1,785,772 SF

## 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



ADVANCED  
TECHNOLOGY  
SURVEYING &  
ENGINEERING  
INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835  
\* PH. (208)-772-2745 \* FAX (208)-762-7731 \*

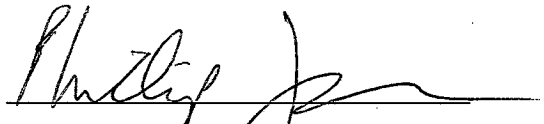
SCALE: 1"=300'  
CHECKED BY: MM  
DATE: 03-08-2022  
DRAWN BY: MEM  
DATE: 03-08-2022  
DWG: HARDCOPY  
PRJ: 22-038

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.

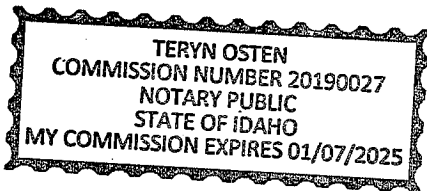
AIN: ~~127170~~  
~~122389~~  
~~101863~~  
~~118687~~  
~~104259~~  
~~135058~~



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*

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Donald P. Ashenbrenner, Trustee

*Charlotte Ann Ashenbrenner*

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Charlotte Ann Ashenbrenner, Trustee



Document Details

<b>Title</b>	completed SKM_C750i22041410570.pdf
<b>File Name</b>	completed SKM_C750i22041410570.pdf
<b>Document ID</b>	4788b2f21a8c4a1eae548f5078626142
<b>Fingerprint</b>	46219c484929c01e89c58701ab127e7f
<b>Status</b>	Completed

Document History

<b>Document Created</b>	Document Created by DeAnna Miksell (dmiksell@balljanik.com) Fingerprint: 46219c484929c01e89c58701ab127e7f	Apr 14 2022 10:03AM America/Los_Angeles
<b>Document Sent</b>	Document Sent to Charlotte Ann Ashenbrenner (ashenbrennerd@gmail.com)	Apr 14 2022 10:03AM America/Los_Angeles
<b>Document Viewed</b>	Document Viewed by Charlotte Ann Ashenbrenner (ashenbrennerd@gmail.com) IP: 50.37.131.235	Apr 14 2022 10:04AM America/Los_Angeles
<b>Document Signed</b>	Document Signed by Charlotte Ann Ashenbrenner (ashenbrennerd@gmail.com) IP: 50.37.131.235	Apr 14 2022 10:04AM America/Los_Angeles
<b>Document Completed</b>	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

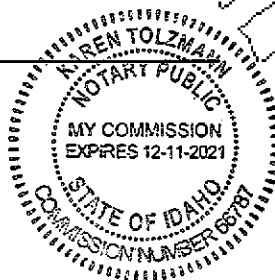
STATE OF IDAHO

COUNTY OF KOOTENAI

)  
)ss.  
)

On this day 10<sup>th</sup> 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

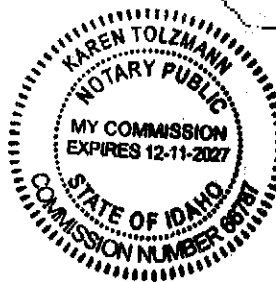
STATE OF IDAHO

COUNTY OF KOOTENAI

ss.

On this day 31<sup>st</sup> 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

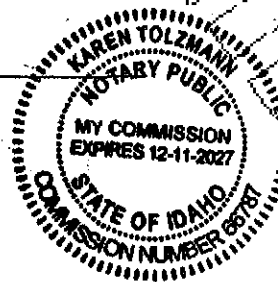
STATE OF IDAHO

)  
)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.

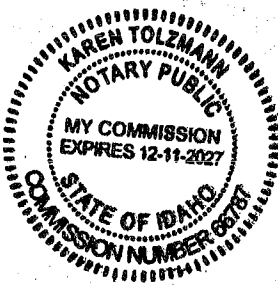
DATED. March 18, 2022

Janet L. Johnson  
Janet L. Johnson

STATE OF IDAHO )  
 )ss.  
COUNTY OF KOOTENAI )

On this day 23<sup>rd</sup> 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

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## 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

*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



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.

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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
<b>2006 ALTA Standard Owners Policy PROPOSED INSURED:</b>	<b>\$1,750,000.00</b>	<b>\$4,550.00</b>

**Phillip E. Joseph and Jane E. Joseph**

<b>2006 ALTA Extended Loan Policy PROPOSED INSURED:</b>	<b>\$1,312,500.00</b>	<b>\$1,178.00</b>
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**Banner Bank, its successors and/or assigns**

<b>ALTA 8.1-06/CLTA 110.9-06 (1-4 Family)</b>	<b>\$10.00</b>
<b>ALTA 9-06 (Residential)</b>	<b>\$30.00</b>
<b>ALTA 22-06 (Location)</b>	<b>\$0.00</b>

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~.

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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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.

<b>Reasons we can share your personal information.</b>	<b>Do we share</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — 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
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> – 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	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.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> 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.
<b>What sharing can I limit?</b>	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](mailto: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:

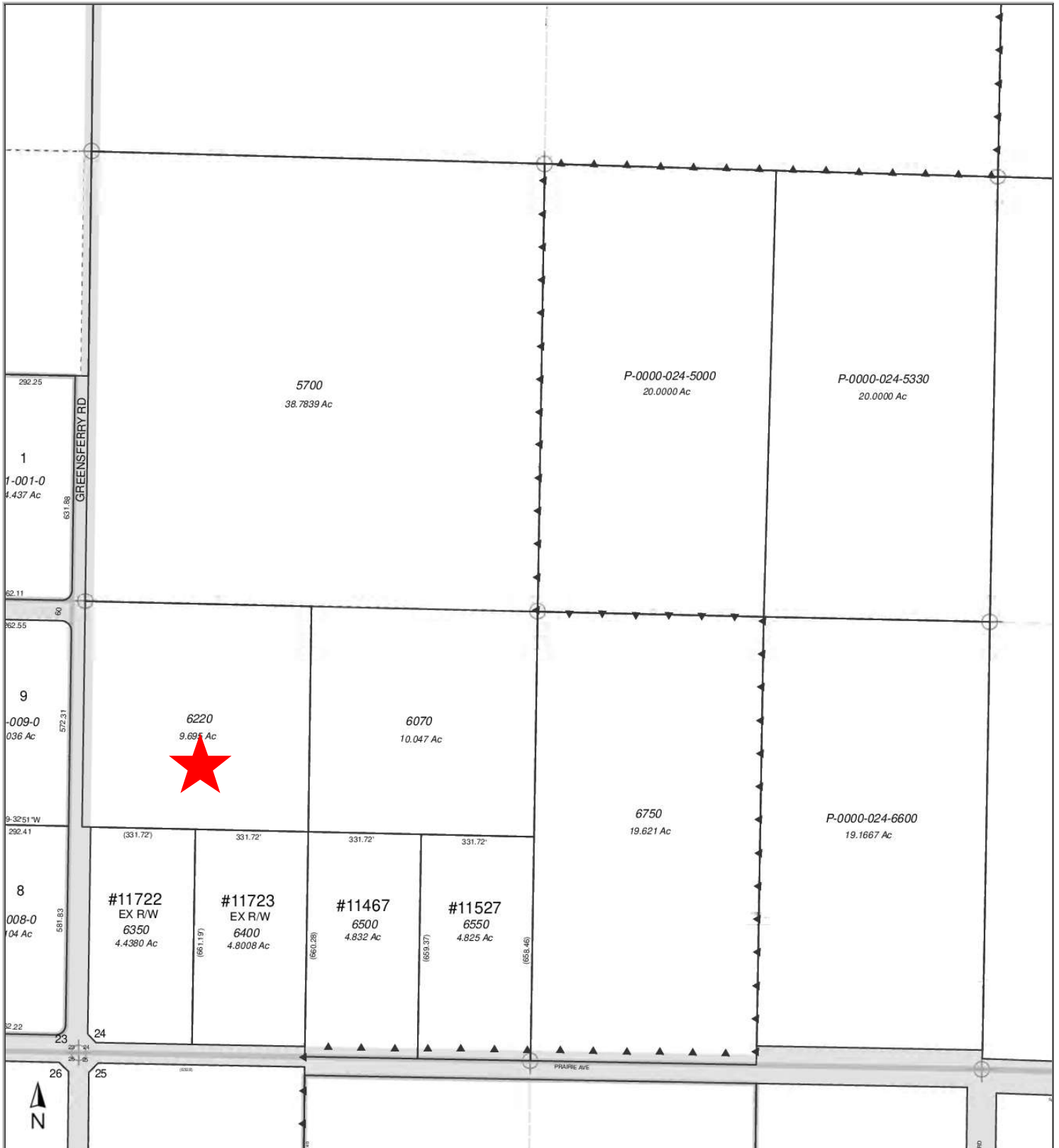
**Phone:** Toll Free at 1-866-571-9270

**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

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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

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

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## 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 13, 2021 at 7:30AM

2. Policy or Policies to be Issued:	Liability	Premium
<b>2006 ALTA Standard Owners Policy</b>	<b>\$1,750,000.00</b>	<b>\$4,550.00</b>
<b>PROPOSED INSURED:</b>		

**Phillip E. Joseph and Jane E. Joseph**

<b>2006 ALTA Extended Loan Policy</b>	<b>\$1,312,500.00</b>	<b>\$1,178.00</b>
<b>PROPOSED INSURED:</b>		

**Banner Bank, Its Successors and/or Assigns**

<b>ALTA 8.1-06/CLTA 110.9-06 (1-4 Family)</b>	<b>\$10.00</b>
<b>ALTA 9-06 (Residential)</b>	<b>\$30.00</b>
<b>ALTA 22-06 (Location)</b>	<b>\$0.00</b>

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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## **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.

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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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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.

<b>Reasons we can share your personal information.</b>	<b>Do we share</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — 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
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> – 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	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.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> 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.
<b>What sharing can I limit?</b>	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](mailto: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:

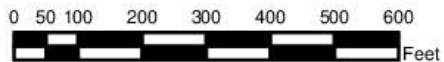
**Phone:** Toll Free at 1-866-571-9270

**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

  
**NIT**  
**NORTH IDAHO TITLE**  
A MOTHER LODE COMPANY  
**COMMITMENT**

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

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**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

*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: November 15, 2021 at 7:30AM

2. Policy or Policies to be Issued:	Liability	Premium
<b>2006 ALTA Standard Owners Policy</b>	<b>\$850,000.00</b>	<b>\$2,679.00</b>
<b>PROPOSED INSURED:</b>		

**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](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: 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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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.

<b>Reasons we can share your personal information.</b>	<b>Do we share</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — 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
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> – 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	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.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> 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.
<b>What sharing can I limit?</b>	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](mailto: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:

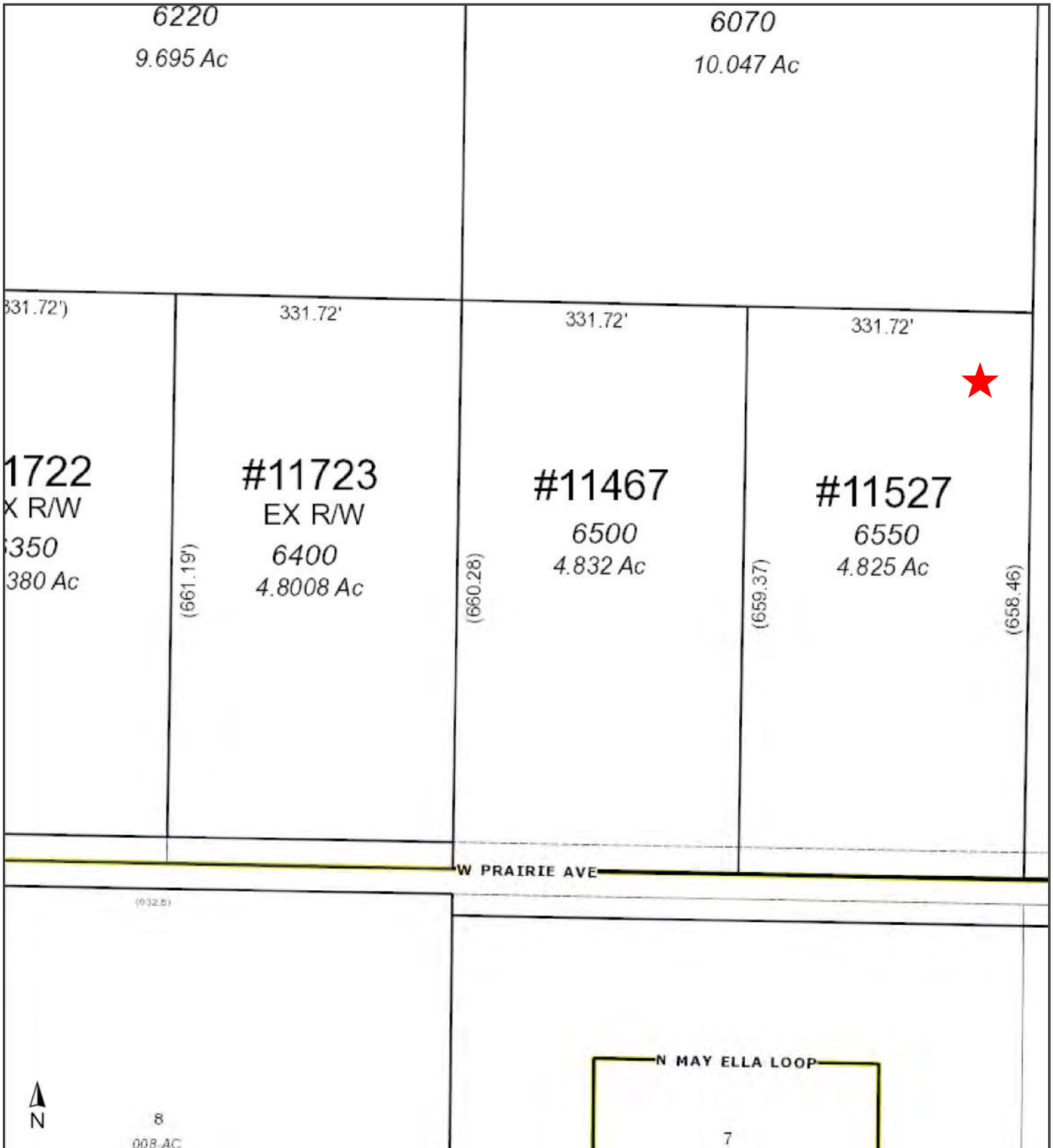
**Phone:** Toll Free at 1-866-571-9270

**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.

*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:** 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

  
**NIT**  
**NORTH IDAHO TITLE**  
A MOTHER LODE COMPANY  
**COMMITMENT**

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

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**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

*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: January 27, 2022 at 7:30AM

2. Policy or Policies to be Issued:	Liability	Premium
<b>2006 ALTA Standard Owners Policy</b>	<b>\$900,000.00</b>	<b>\$2,803.00</b>
<b>PROPOSED INSURED:</b>		
<b>Phillip Joseph and Jane Joseph</b>		
<b>2006 ALTA Extended Loan Policy</b>	<b>\$450,000.00</b>	<b>\$583.00</b>
<b>PROPOSED INSURED:</b>		
<b>TBD</b>		
<b>ALTA 8.1-06/CLTA 110.9-06 (1-4 Family)</b>		<b>\$10.00</b>
<b>ALTA 9-06 (Residential)</b>		<b>\$30.00</b>
<b>ALTA 22-06 (Location)</b>		<b>\$0.00</b>

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
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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 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
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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 (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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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?
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — 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
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> – 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	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.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> 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.
<b>What sharing can I limit?</b>	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](mailto: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.

*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:** 12/28/2021 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

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**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.

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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 13, 2021 at 7:30AM

2. Policy or Policies to be Issued:	Liability	Premium
<b>2006 ALTA Standard Owners Policy</b>	<b>\$875,000.00</b>	<b>\$2,741.00</b>
<b>PROPOSED INSURED:</b>		

**Phillip Joseph and Jane Joseph**

<b>2006 ALTA Extended Loan Policy</b>	<b>\$300,000.00</b>	<b>\$472.00</b>
<b>PROPOSED INSURED:</b>		

**TBD**

<b>ALTA 8.1-06/CLTA 110.9-06 (1-4 Family)</b>	<b>\$10.00</b>
<b>ALTA 9-06 (Residential)</b>	<b>\$30.00</b>
<b>ALTA 22-06 (Location)</b>	<b>\$0.00</b>

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

*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.*

## 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](#)

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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](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: 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.

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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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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?
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — 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
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> – 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	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.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> 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.
<b>What sharing can I limit?</b>	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](mailto: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

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**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.

## **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.

*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.*



## 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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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?
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — 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
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> – 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	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.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> 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.
<b>What sharing can I limit?</b>	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](mailto: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:

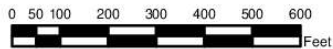
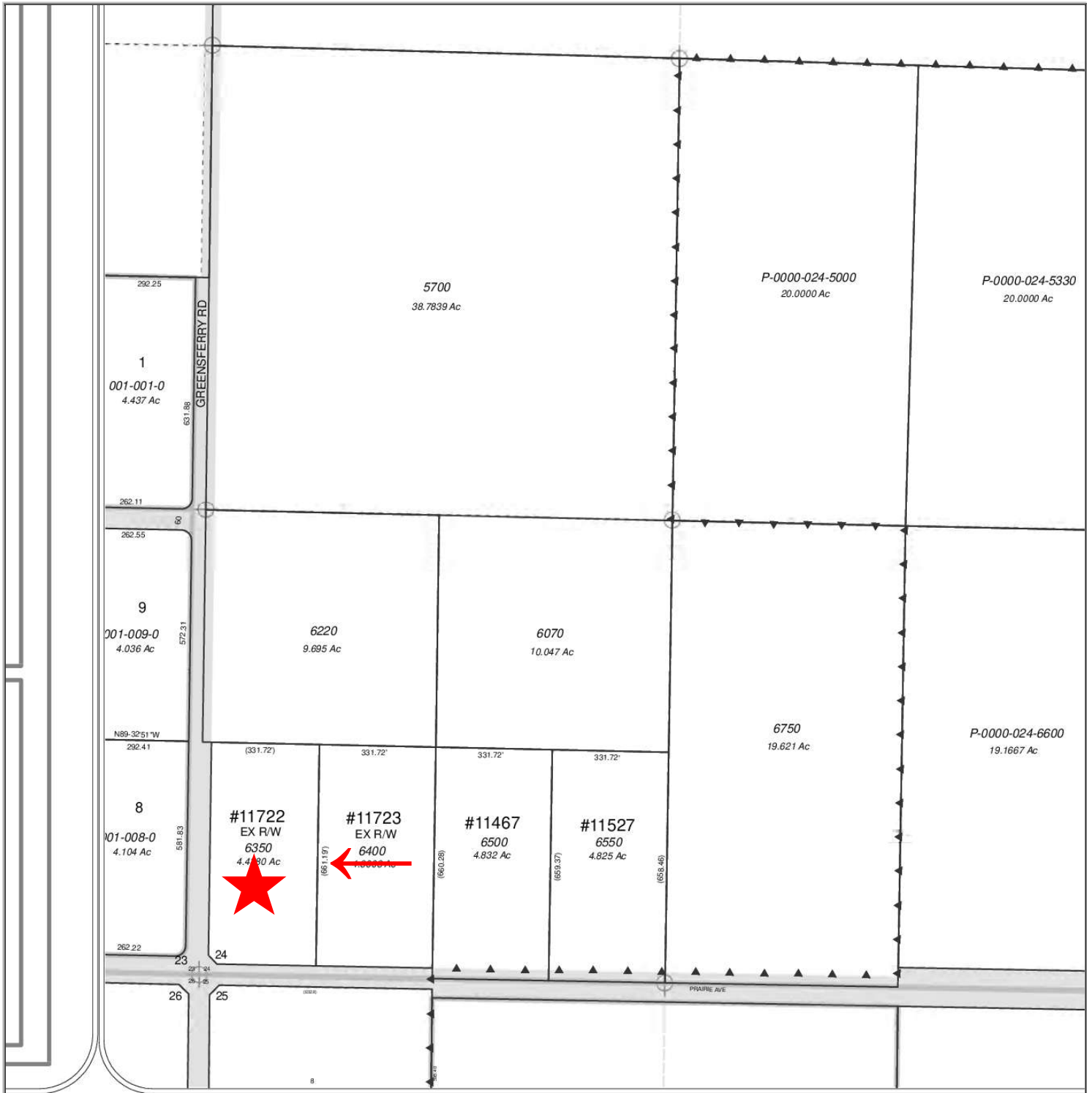
**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** Privacyrequest@stewart.com

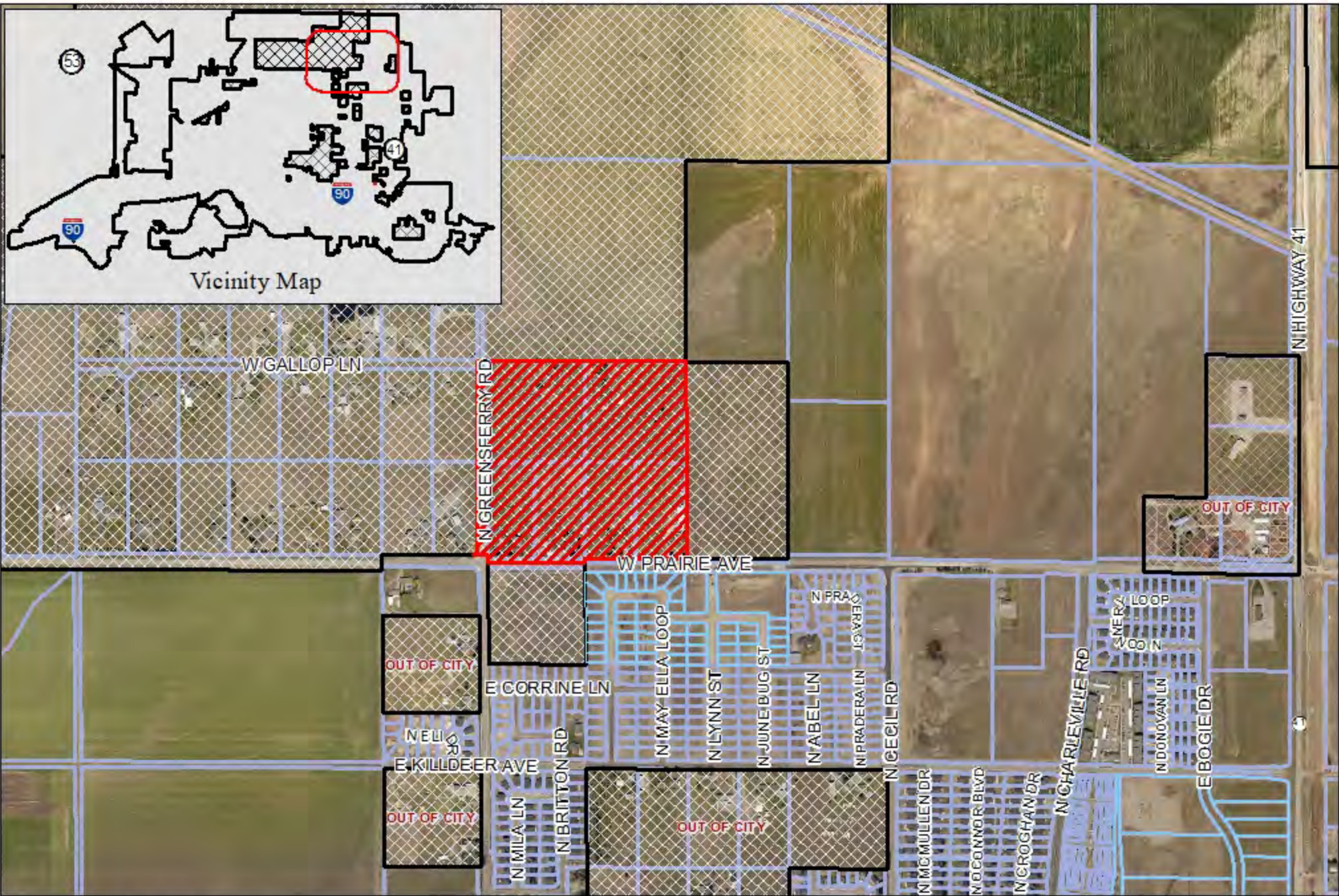
**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1

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.



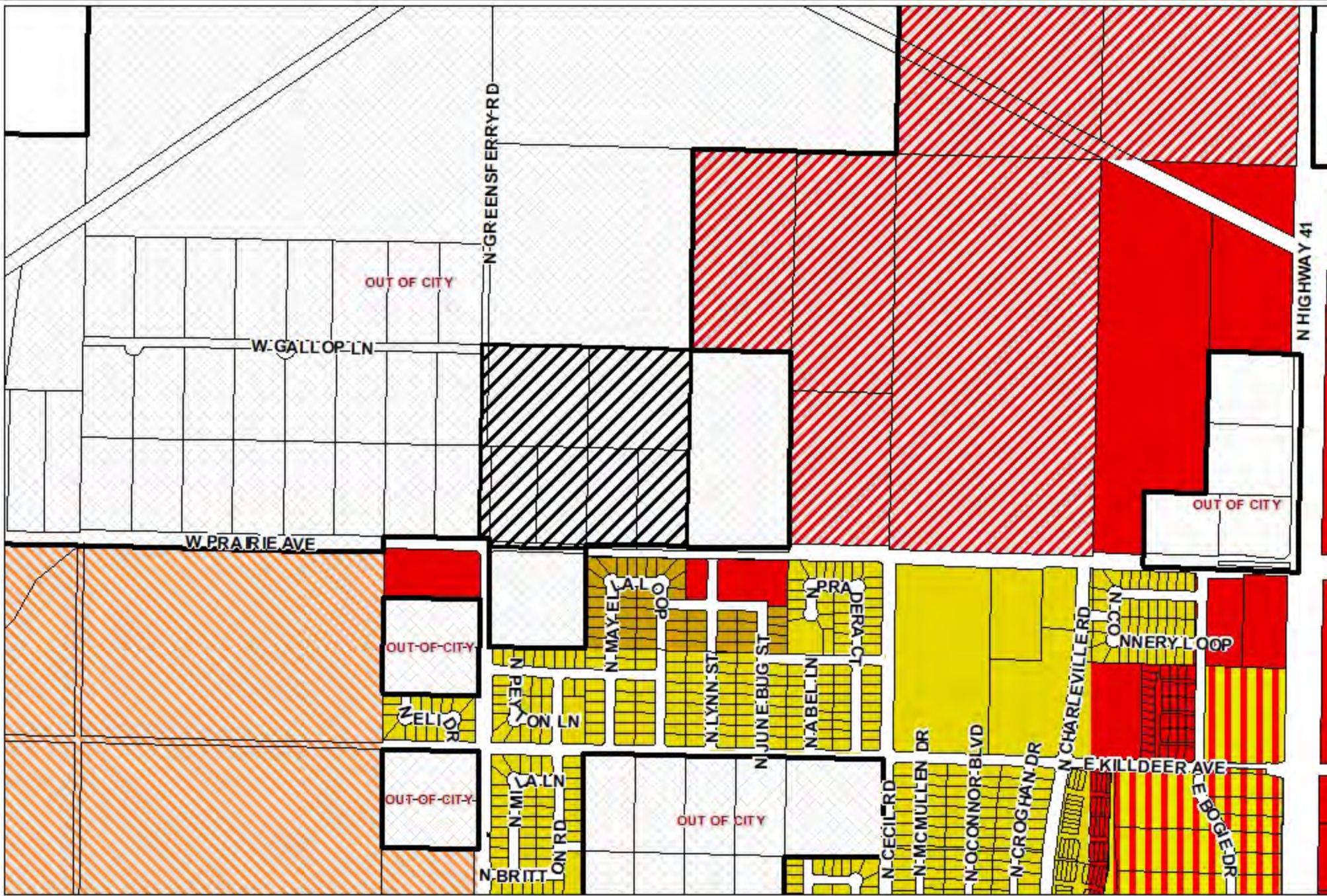
Project Location  
 JOSEPH FAMILY  
 TRUST ANNEXATION  
 File # ANNX-22-7



 Subject Site  
 City Boundary  
 Tax Parcels Exhibit S-1







Zoning Map  
 JOSEPH FAMILY  
 TRUST ANNEXATION  
 File # ANN-22-7








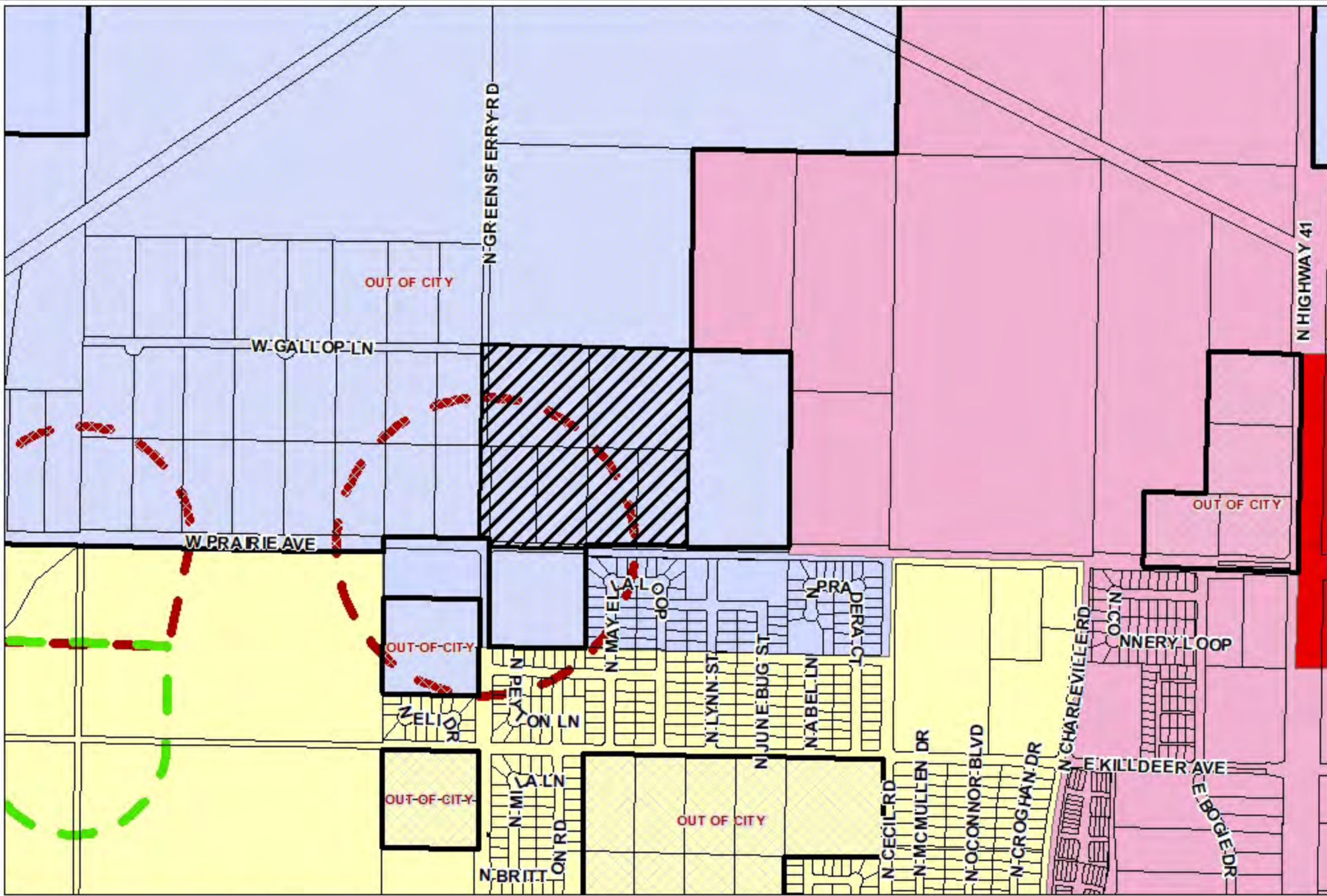
-  City Boundary
-  Subject Site
-  CCS
-  RM
-  CCM
-  TM
-  R-1
-  R-2

Exhibit S-2





Future Land Use Designation  
 JOSEPH FAMILY  
 TRUST ANNEXATION  
 File # ANN-22-7



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



# DEVELOPMENT AND ANNEXATION AGREEMENT

## Joseph Family Trust Annexation

(File No. ANNX-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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 2<sup>nd</sup> 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 1/16<sup>th</sup> 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

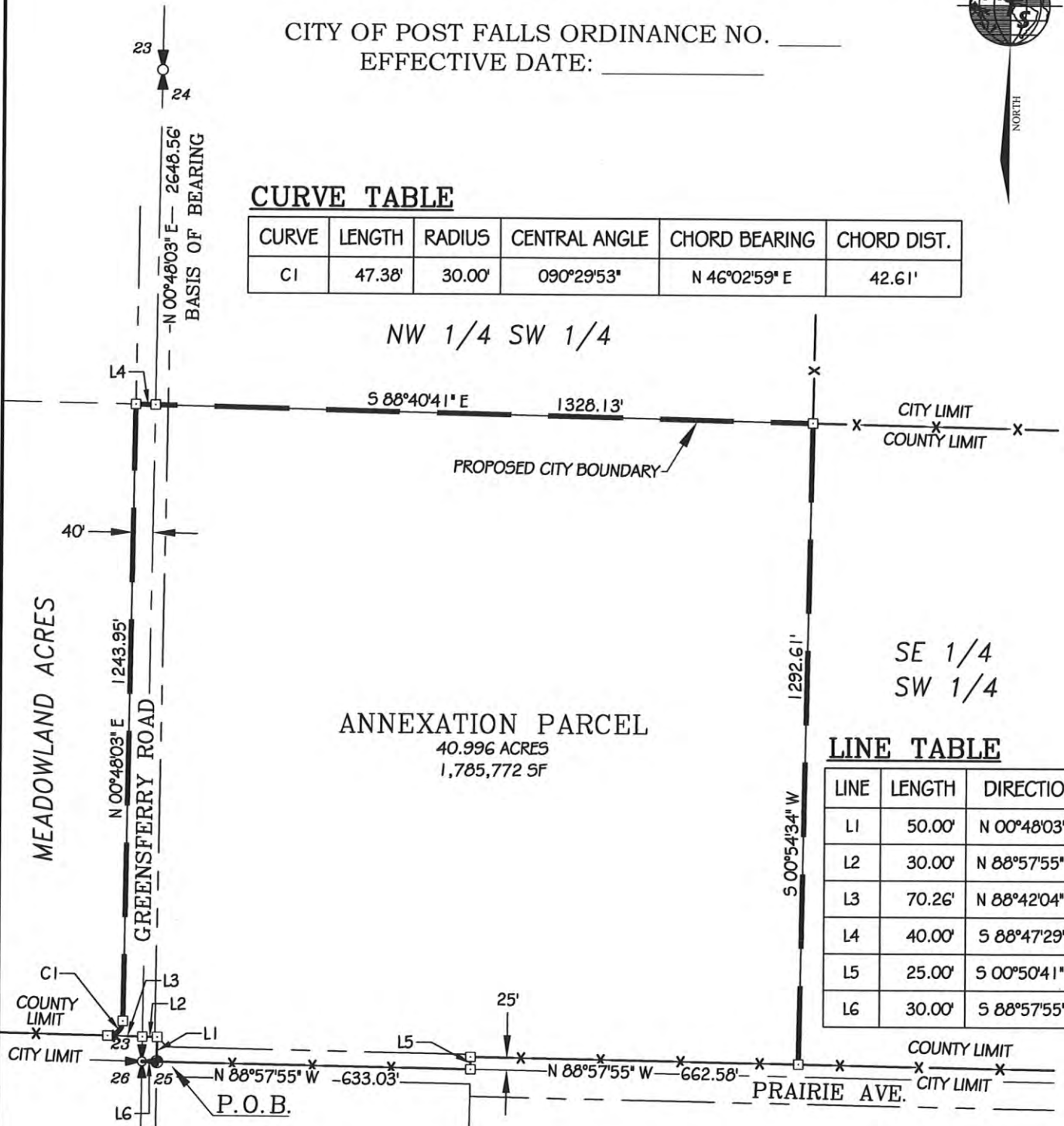
A PORTION OF SECTIONS 23 & 24 T. 51 N., R. 04 W., B.M.,  
KOOTENAI COUNTY, IDAHO

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'



ANNEXATION PARCEL  
40.996 ACRES  
1,785,772 SF

## 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'

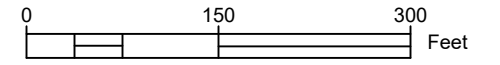
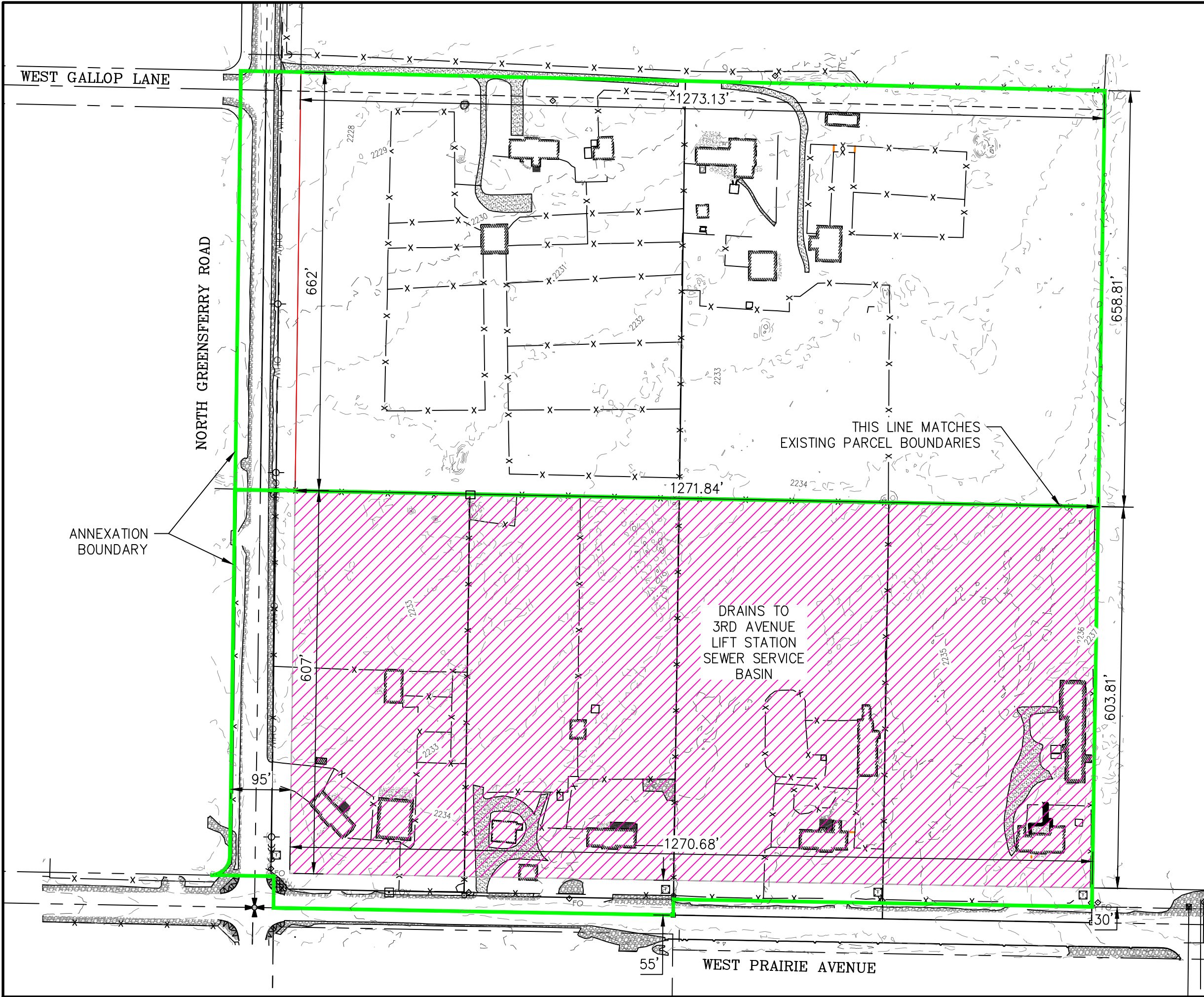


ADVANCED  
TECHNOLOGY  
SURVEYING &  
ENGINEERING  
INC.

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\projects\2021\21130-joseph\_prairie\_ave\_storage\2022.06.20-joseph\_annexation\_sewer\_basin\_exhibit.dwg



**Olson Engineering**  
 208-651-4152  
 eo@oecivil.com

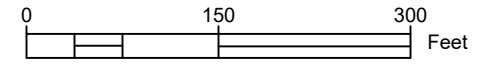
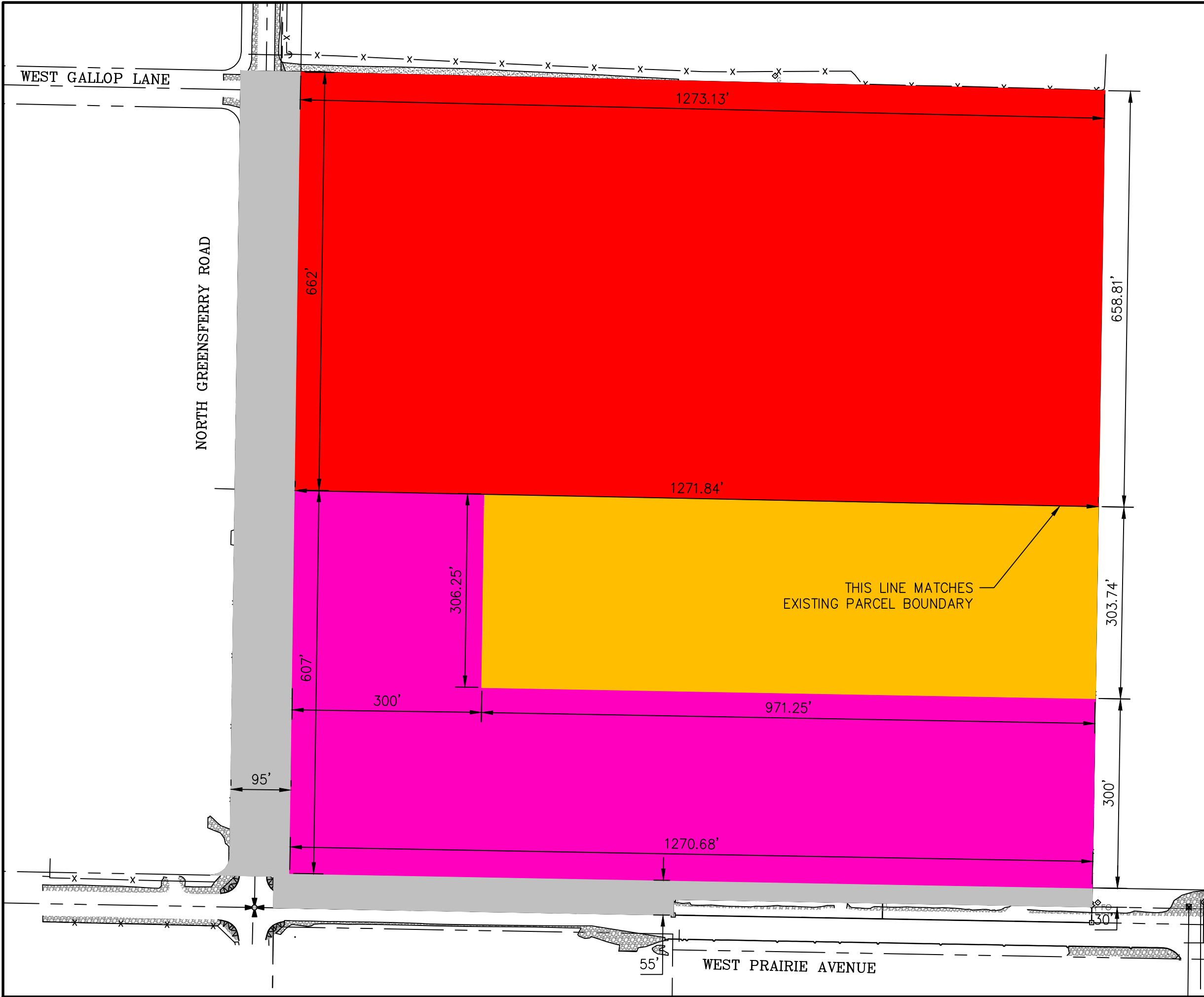
prj: **JOSEPH ANNEXATION**

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

	<b>Olson Engineering</b> 208-651-4152 eo@oecivil.com
	prj: <b>JOSEPH ANNEXATION</b>
loc:	POST FALLS, ID
<b>PROPOSED ZONING &amp; LAND USE EXHIBIT</b>	

Exhibit C



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

June 9<sup>th</sup>, 2022

Amber Blanchette  
Planning Administrative Specialist  
[amberb@postfallsidaho.org](mailto: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".

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

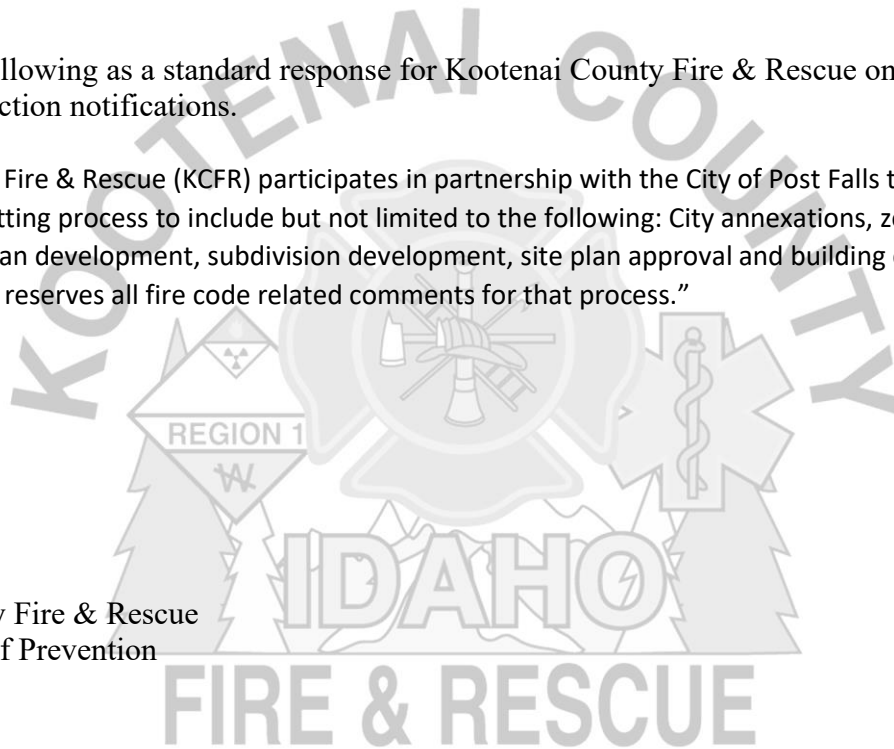
Amber,

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](http://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 <eporter@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 <kronro@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 29<sup>th</sup>. 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](mailto:amberb@postfallsidaho.org)



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

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**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](http://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.

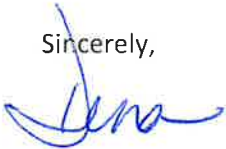
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

***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



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

July 8<sup>th</sup>, 2022

Amber Blanchette  
Planning Administrative Specialist  
[amberb@postfallsidaho.org](mailto: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".

Mark J. Brantl  
Captain  
Post Falls Police Department



## Amber Blanchette

---

**From:** jonie@postfallshd.com  
**Sent:** Monday, July 11, 2022 2:06 PM  
**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.

Post Falls Highway District supports this annexation as it is consistent with the future comprehensive plan.

Jonie Anderson  
Administrative Assistant 1  
Post Falls Highway District  
p 208.765.3717  
f 208.765.0493  
[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



---

**From:** Amber Blanchette <amberb@postfallsidaho.org>  
**Sent:** Friday, July 8, 2022 9:35 AM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfallsidaho.org>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; 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>; Jacob Bell <jacob.bell@tdstelecom.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

McEnroe <kristie.mcenroe@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:** Joseph Family Trust Annexation File No. ANNX-22-7

Good morning,

Attached is the notice to jurisdiction for the named annexation for Planning and Zoning on July 25<sup>th</sup>. The draft staff report is on the city's website.

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338

Email: [amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)



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

---

The City of Post Falls will be changing our domain soon to POSTFALLS.GOV. Be watching for it.

---

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## Amber Blanchette

---

**From:** Kristie May <Kristie.May@deq.idaho.gov>  
**Sent:** Monday, July 18, 2022 2:52 PM  
**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 Afternoon,

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

Thank you,  
Kristie

### Kristie May | Admin Assistant II

Idaho Department of Environmental Quality  
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814  
Direct: 208.666.4608  
Office Line: 208.769.1422  
[www.deq.idaho.gov](http://www.deq.idaho.gov)

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

**From:** Amber Blanchette <amberb@postfallsidaho.org>  
**Sent:** Friday, July 8, 2022 9:35 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 <eportner@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.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:** Joseph Family Trust Annexation File No. ANNX-22-7

Good morning,

Attached is the notice to jurisdiction for the named annexation for Planning and Zoning on July 25<sup>th</sup>. The draft staff report is on the city's website.

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338

Email: [amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)



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

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The City of Post Falls will be changing our domain soon to POSTFALLS.GOV. Be watching for it.

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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.

## Amber Blanchette

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**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.

## Amber Blanchette

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**From:** Dehaven, Christa <Christa.Dehaven@valonkone.com>  
**Sent:** Wednesday, July 13, 2022 7:34 AM  
**To:** Public Hearing Notice  
**Subject:** Greensferry Road and Prairie Avenue intersection Proposed usage

**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,

I doubt this will do any good, but as someone who lives in the neighborhood, I find this disgusting. It was always so beautiful, and knowing this is being pushed makes it even more real that I need to move out of the area soon. Why do we need any commercial anything there? Walmart is not that far away, we have how many gas stations near the area, business are downtown, like a normal city! This is just another scheme for land grab, to tell us all this is what we want, when in fact most of the people here don't want that. What about the aquifer? We are already putting so much strain on it, this is the first year I have been told to conserve our water. But ultimately, you all have decided before you even put this up to vote for us having a say. I bet a family would kill to buy that home and acreage so they could have a farm. But instead we are tearing it all down. Sick and sad.

Best regards,

Christa Dehaven

## Amber Blanchette

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**From:** Mickie Leach <Mickie.Leach@hotmail.com>  
**Sent:** Thursday, July 14, 2022 11:23 AM  
**To:** Public Hearing Notice  
**Subject:** REGARDING GREENSFERRY AND PRAIRIE

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.

Hi there-

My name is Mickie Leach, and I am a proud resident of North Idaho. I love our home. I love to drive through the prairie and fall in love with our scenery over and over again. My kids were born and raised here and we love our long scenic drives. We love our trees, we love our water, we love our people...

But that love is disappearing. Our home is turning into a concrete jungle. The traffic is impossible (and SCARY) and we don't have the infrastructure to accommodate our traffic. Hell, we don't even have a space for OUR LOCALS. We have businesses shutting down left and right. We don't have proper staffing. The rental prices and cost of living are disgusting. It's devastating to watch people who were born and raised here being forced out of their homes.

Please stop. Stop building. Stop forcing locals out. Stop adding to our already dangerous traffic. I've never seen so many car accidents than I have in the last two years.

North Idaho has been my favorite place. There's trees in every direction (probably not for much longer), there's swimming holes (overrun with trash and glass now, and rude people) and there's seasons (again with the scary traffic.)

I miss our small town.

I miss loving my home, and I don't recognize it anymore.

Please stop tearing our home apart and Help the LOCALS.

Thank you.

## Amber Blanchette

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**From:** Adele Greene <olearya@hotmail.com>  
**Sent:** Friday, July 15, 2022 9:45 AM  
**To:** Public Hearing Notice  
**Subject:** 41 acre at Prairie and Greens ferry

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.

>  
> To whom It May Concern atPost Falls,  
> I was Born and raised in North Idaho. I've always lived in small towns I used to love Post falls. It is now a horrible place to live. All of the growth has left the grocery shelves empty. Traffic is horrendous you can't even get around. There's garbage all along the roads. The crime is out of control. Our little piece of heaven a little bitty town of Post falls is now a city it is no longer a town it is a huge city and it has all the city problems. We would like to see this stopped this group needs to stop this expansion. We are an overload as it is and we do not need anymore please do not let this 41 acre expansion happen  
>  
> Thank you,  
> Adele



18 July 2022

**City of Post Falls**

408 Spokane St.

Post Falls, Idaho 83854

**Dear Post Falls Planning Division,**

First, thank you for the opportunity to participate in the discussion regarding the land usage of the Joseph Family Trust property.

My name is Dennis Wagoner and I live in the Gallop Lane Development, in lot one (the northwest corner of North Greensferry Road and Gallop Lane). I am representing my home, I am not a spokesperson for my neighbors. With that said, those neighbors that I have spoken with regarding the Joseph Family Trust Annexation, share similar concerns with the culture threats that are at hand.

My wife and I purchased this property in 2005 with the hope of giving our children the opportunity to experience a more wide open living environment. We were looking for a place to call home that offered a view of the surrounding mountains, sunrises and amazing sunsets we have in our area. Space to give a boy and his dog a place to run and explore, a place that a daughter would dream of having her wedding at. And one day a place for our grandchildren to visit, play and explore. These dreams could not have been achieved or thought of living in the confines of two-story windows and six foot privacy fences.

Most, if not all of the 16 families that reside on Gallop Lane and even the surrounding 5-10 acre parcels, have their own similar narrative as to why they desire to live in this rural setting. We all have invested our time and resources to create the community and culture that we enjoy around us today. Presently, we find our more recent neighbors to the east, to have the desire to invite the city out to our established culture and way of life.

It is not my desire to ever limit my fellow American the liberty to prosper. I am an advocate for personal freedoms and liberty. However, with that freedom comes the responsibility to consider how my freedom to act will impact those around me. Seventeen years ago when I chose the location to build the shop at my residence, I considered how it might impact my neighbors and their view of the surroundings. This led me to settle on a location that was not necessarily perfect for my needs, but it works and to this day my neighbors still appreciate that they were considered.

Approximately two years ago I had the privilege of meeting my new neighbor, Doug (who had recently bought the two, 10 acre parcels southeast of me on Greensferry). During our pleasant conversation, Doug let me know that they had moved here from out of state and in further conversation, told me that he was intending to develop his 20 acres into single family homes, about seven homes per one acre. He suggested that those of us living nearby would appreciate what he was planning as it would increase our property value. I responded that he would be hard pressed to find one local neighbor that would embrace those thoughts and plans. During a later conversation, I was invited to consider getting involved with his project. I told him that I would think about it, but did not act on the offer.

Fast forward two years, I have learned that the 20 acre project has now expanded to 40 acres. To my knowledge the first official proposal was to build high-density residential apartments on both the added lower 20 acres (on Prairie Avenue) and the original upper 20 acres. I was then explained to that this proposal had been taken off of the table due to the multi-million dollar expense of bringing water and sewer from Idaho Road through Gallop Lane to reach the proposed project on the original 20 acres. I have now been told that the lower 20 acres is holding to commercial zoning and high-density housing, while the upper, original 20 acres will encompass a storage facility due to the non-existent need of water and sewer to proceed with development.

At this point, it is not hard to conclude that the Joseph Family Trust group is not interested in embracing our existing culture. Further, it is easy to conclude that the proposal of high-rise apartments is with disregard and no concern to the impact it will have on the way of life of the surrounding neighbors on Gallop Lane.

Today, we find ourselves in a situation of growth and personal opportunity while protecting the existing culture and environment of others. What needs to be found is a balance of prosperity regarding the City of Post Falls, the Joseph Family Trust, and the established community on Gallop Lane (including similar nearby parcels).

***Please consider the following as you make your decision:***

**City Planners and Council Members,**

City of Post Falls Roads Department – please solve the current overbearing traffic that already exists before you allow more traffic by new developments to occur. Prairie Avenue can barely support the volume of traffic as it is now. North Greensferry Road, currently a county road, needs to be addressed as it currently has an increasing and large traffic load. There are frequent double line passing, and has become a favorite race track to many throughout the day and night. Adding more residence means increasing traffic and impatient driving on a road that cannot hold that kind of capacity.

**Joseph Family Trust,**

I am asking that you remember the responsibility that comes with the liberty to prosper; your choices will impact those remaining after you have moved on.

**Post Falls Planning Commission,**

Seventeen years ago I had no idea that I would be seeing you this soon. I am still county, I do however, identify as the City of Post Falls. It is only a matter of time until our street will be presented with the opportunity to join the city of Post Falls. I am aware that the city already owns land north of our property. A storage facility to the east of our existing community will likely service a need of the Post Falls' developing populous; it is however, very unlikely that it will service anyone's needs on Gallop Lane. A ten foot or taller wall and roof system of a storage facility will obstruct our east mountain view and the sunrise. We may not be entitled a view in any direction, but this is has been a part of an already established culture and way of life. If you decide that a storage facility is the best fit for our existing community, at the very least I ask that

you consider the wall elevation and require a well-maintained landscape to accompany the development.

What I propose to you council members, is to make an effort and to please consider those of us who have lived in this area for quite some time, by softening the growth that will impact our way of life. An option would be to designate a single-family residence buffer on the eastside of North Greensferry Road that parallels our east property boundaries. Specifically, one acre parcels with stick frame homes. This type of property is in high-demand and currently hard to find in our town of Post Falls. I am not inviting it, but please consider an option to soften the growth and respect our community if development is inevitable. While I understand that this type of buffer may put the project in a waiting period as utilities are brought to this area, it would offer a suitable compromise.

Thank you all, for considering my requests and concerns.

**Sincerely,**

*Dennis Wagoner*

8491 N. Greensferry Rd.  
Post Falls, Idaho 83854

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**CITY OF POST FALLS  
STAFF REPORT**

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**DATE:** July 22, 2022

**TO:** POST FALLS PLANNING AND ZONING COMMISSION

**FROM:** JON MANLEY, PLANNING MANAGER • [jmanley@postfallsidaho.org](mailto:jmanley@postfallsidaho.org) • 208-457-3344

**SUBJECT:** STAFF REPORT FOR THE JULY 25, 2022, P&Z COMMISSION MEETING  
HARGRAVE-HATHAWAY ANNEXATION FILE NO. ANNX-22-8

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**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.**

Kimberly and Brett Hargrave are requesting, on behalf of themselves and Will and Ute Hathaway, the property owner(s) of the parcels included approval to annex approximately 9.63 acres into the City of Post Falls with a zoning request of Residential Mixed (RM) zoning (Exhibit S-2). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The Planning & Zoning Commission is also being asked to review the proposed subdivision and determine that it meets the requirements of the City's ordinances and approve the Subdivision with appropriate conditions. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

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

**PROJECT INFORMATION:**

**Project Name / File Number:** Hargrave-Hathaway Annexation / File No. ANNX-22-8

**Owner(s):** Kimberly and Brett Hargrave, 57 Twin Oaks Ln., Tooele, UT, 84074

Will and Ute Hathaway, 1421 W. Poleline Ave., Post Falls, ID 83854

**Applicant:** Kimberly and Brett Hargrave, 57 Twin Oaks Ln., Tooele, UT, 84074

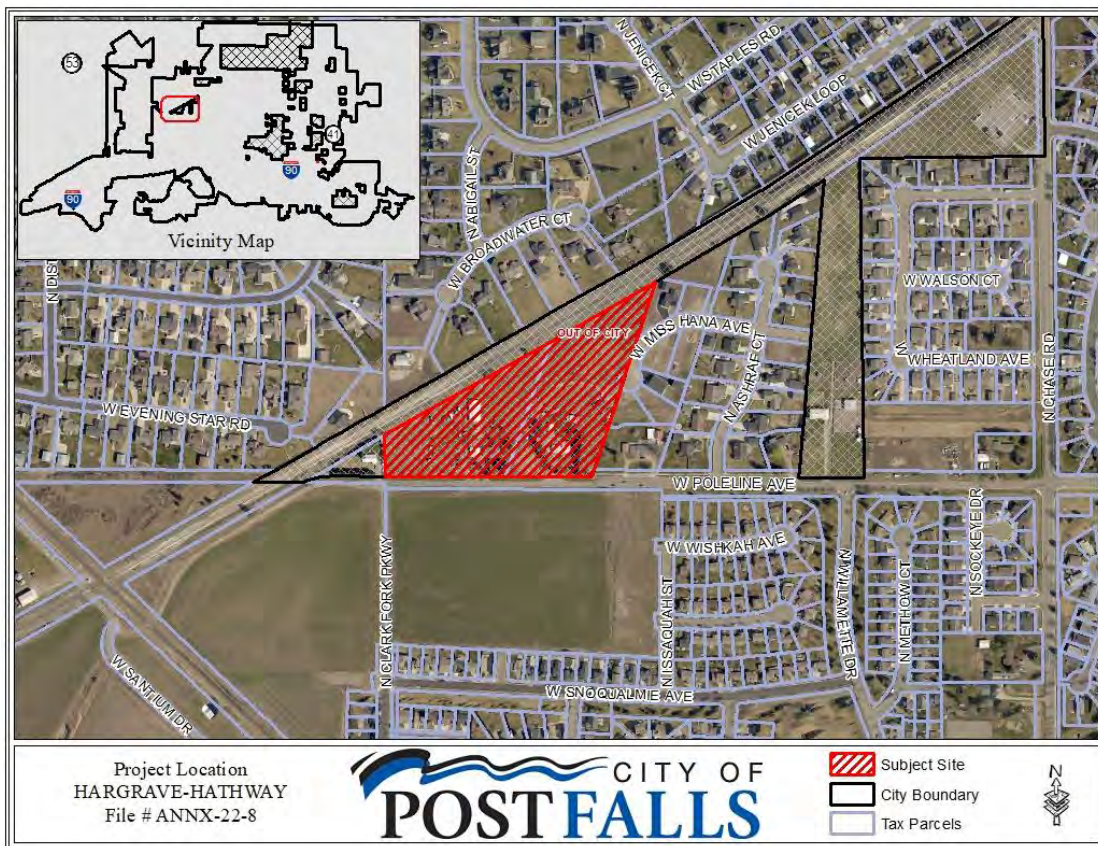
**Project Description:** Annex approximately 9.63 acres with the desired zoning designation of Residential Mixed (RM) for the purposed to create 77 townhome lots and 1 commercial lot.

**Project Location:** NE of the intersection of Clark Fork Parkway, north of Poleline Avenue and about .4 miles west of Chase Rd.

**AREA CONTEXT (proposed site hatched red below):**

**Surrounding Land Uses:** This site is separated by 100' of Railroad Rights-of-Way from the 1-acre R-1-S lots to the north. Adjacent to the east is the Berkshire Place (8-lots on 4 acres) Subdivision and an additional 1-acre lot fronting W. Poleline Avenue. To the west is a .54-acre single family residential lot in Kootenai County. South of Poleline Avenue is the developing Montrose Community with single-family homes.

**Area Context Vicinity Map:**



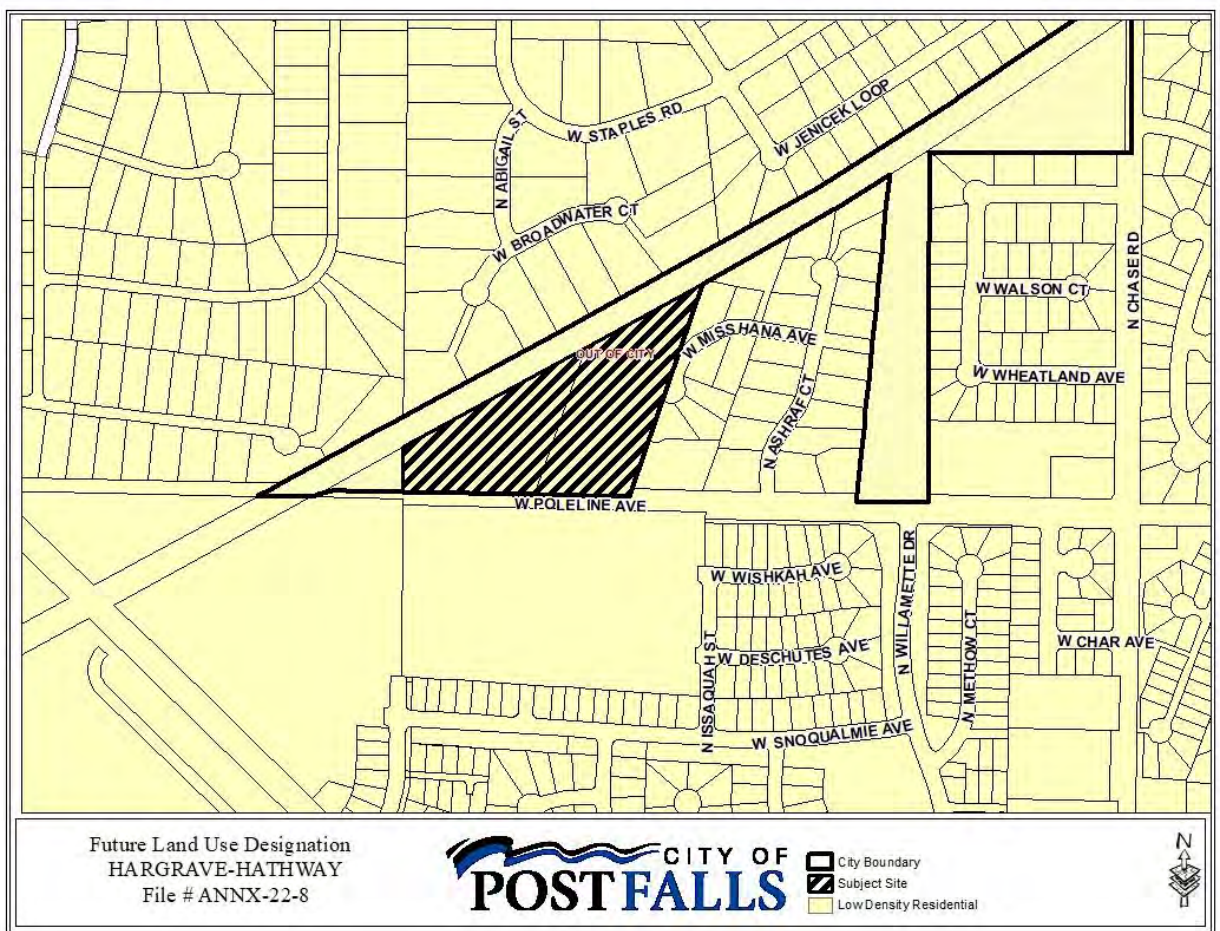
**EVALUATION OF ZONING APPROVAL CRITERIA:**

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

**ZONE CHANGE REVIEW CRITERIA**

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

The Future Land Use Map designated this property with the land use designation of **Low Density Residential** (See Following Below):



**Principal Uses & Character:** This category encompasses all types of single-family residential uses up to eight dwelling units per acre and also 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.

**Additional Uses:** Use patterns blending commercial and residential may be considered in areas as they develop, provided they are consistent with the Focus Area descriptor, feature higher

traffic volumes, and/ or are located and designed to function as a pedestrian-friendly focal point of the surrounding neighborhood. Such patterns should feature an interconnected street system allowing easy, all-modes access to adjoining neighborhoods.

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

The Central Prairie Focus 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. The roadway classification is able to support in excess of 4,000 vehicles per day. 2035 project traffic volumes are for 3,000 vehicles per day.

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

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

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active, and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development and provision of diverse housing types. The RM zone requires 7% Open Space. The applicant has submitted a conceptual plan in how this will achieve per Exhibit A-7. An interconnected trail system is identified in this plan.

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

Areas that are outside the City, generally attain urban improvements through annexation and at the time of the development.

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

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

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

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

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

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

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

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

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

**Policy 1:** Support land use patterns that:

- Maintain or enhance community levels of service;  
Staff Comment: Impact Fees are paid at the time of permit issuance to mitigate impact and maintain/enhance community levels of service.
- Foster the long-term fiscal health of the community;  
Staff Comment: Additional housing may help further long-term fiscal health of the community.
- Maintain and enhance resident quality of life;  
Staff Comment: Diversified housing options assists with providing quality housing for different sectors of the community. Assisting in meeting housing needs for all income levels assists enhancing resident quality of life as a community.
- Promote compatible, well-designed development;  
Staff Comment: Development will be required to meet City residential design standards and building code standards.
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.  
Staff Comment: Transportation impacts, and sewer and water capacity are reviewed



by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be in compliance with the relevant master plan prior to public hearing.

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

- Future land use mapping;

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

- Compatibility with surrounding land uses;

Staff Comment: The proposed development pattern for this proposal may not be incompatible with the surrounding uses as they are all primarily residential in nature. This site is separated by 100' of Railroad Rights-of-Way from the 1-acre R-1-S lots to the north. Adjacent to the east is the Berkshire Place (8-lots on 4 acres) Subdivision and an additional 1-acre lot fronting W. Poleline Avenue. To the west is a .54-acre single family residential lot in Kootenai County. An open space plan is submitted per Exhibit A-7.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer to serve the site is located at the eastern boundary line of the property in Miss Hana Ave. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. Prior to any development of the site and required as part of preliminary subdivision review, the owners would need to verify elevations for the sewer, as is typical for all subdivisions.

The City of Post Falls Water Reclamation System has the capacity, and the City of Post Falls would be willing to provide service to the property at the requested zoning. Existing capacity is not a guarantee of future service.

Water would be serviced by the East Greenacres Irrigation District.

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

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to Poleline Avenue, a classified Minor Arterial Roadway. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with the following standards

Minor Arterial: 110-foot total right-of-way width, along with a 10-foot sidewalk, drainage, and utility easement. The half road right-of-way (55') would be measured from the existing Section line in Poleline Avenue.

UPRR: The Union Pacific Railroad rights-of-way lying adjacent the subject properties northerly / northwesterly boundary should be included into the annexation boundary.

Future traffic patterns to/from this site are benefitted with the proximity to Poleline Avenue.

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: The proposal is for single family infill that is consistent with the implementing zone per the associated Future Land Use designation “Low Density Residential”. The RM zone also assigns a max height of 35’ for this proposal which is no different than the R-1 and R-1-S properties in the vicinity.

**Policy 9:** Encourage annexation of County “islands” within the City, with priority given to areas:

- Surrounded by incorporated areas;
- That have readily available service infrastructure and capacity;
- That support increased development intensity near the urban core.

Staff Comment: This proposal would be considered infill and is readily serviceable. The proposed development would be consistent with associated Future Land Use designation “Low Density Residential”.

**Policy 14:** Follow all annexation procedures established by Idaho State Statutes and applicable City ordinances.

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have been followed.

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

Staff Comment: Annexation with residential zoning could allow for further housing types and price levels.

**Policy 19:** Encourage clustering of units in new residential development, providing service efficiencies and creating opportunities for private or community open space

Staff Comment: Refer to Exhibit A-7 and S-4.

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

Staff Comment: Main reason for prioritization for infill annexation is to attain the gaps in walkability, public health and safety, and transportation. With development roads are widened to meet current standards with pedestrian improvements. It a way for growth to pay for growth. Besides improving the adjacent right-of-way. Impact Fees are paid to mitigate the impacts system wide.

**Policy 45:** Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools and emergency services;  
Staff Comment: Compliance with associated master plans have been outlined herein. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.
- Provision of necessary rights-of-way and easements;  
Staff Comment: Dedication of additional rights-of-way and associated easements have been described as part of the annexation agreement.
- Studies that evaluate environmental and public service factors;  
Staff Comment: No known environmental studies have been conducted, however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.
- Timing that supports orderly development and/or coordinated extension of public services;  
Staff Comment: Improvements to Poleline Avenue are made with adjoining development. Poleline Avenue currently has capacity to handle adjacent development. Extension of Miss Hana Ave to Poleline Ave. would remove an existing cul-de-sac, improving traffic circulation and an additional emergency response.
- Comprehensive plan goals and policies.  
Staff Comment: The response to this is embedded within the analysis within this section.

**Policy 72:** Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems will not utilize a septic system.

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

**Streets/Traffic:**

Staff Comment: The proposed annexation area is adjacent to the minor arterial of Poleline Avenue, which provides connection to other higher capacity roadways of Chase Rd. (to the east) and Clark Fork Parkway (to the south). Long range master planning anticipates the extension of Poleline Ave. westerly to McGuire Rd. and the extension of Clark Fork Parkway to Seltice Way (1 mile to the south).

Minor Arterials are designed to accommodate traffic volumes of 6,000 - 15,000 vehicles per day. Poleline Avenue is estimated to have 2025 volumes of 1,700 vehicles per day and 2035 volumes of 3,000 vehicles per day.

**Water and Sanitary Sewer:**

Staff Comment: Water service is provided by the East Greenacres Irrigation District and sanitary sewer service is being provided by the City of Post Falls. Sanitary Sewer currently exists at the property's eastern boundary in Miss Hana Avenue. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as capable of being serviced by the existing sewer system, though elevations for the property should be verified prior to subdivision approval. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The City's Water Reclamation System has the capacity to provide service and the City is willing to serve the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Water Reclamation Master Plan – Collections. Current capacity of the City's Water Reclamation System is not a guarantee of future service.

**Compatibility with Existing Development and Future Uses:**

Staff Comment: Residential uses are compatible with other residential uses. Proposal is next single-family homes within Kootenai County located west of McGuire Road. Future Land Use Designation east of McGuire Road is designated as low-density residential.

**Future Land Use Designation:**

Staff Comment: Future Land Use Designation is Low Density Residential with the proposed project of 77 units @ 7.9 d.u./acre.

**Community Plans:**

Staff Comment: None

**Geographic/Natural Features:**

Staff Comment: The site is above the Rathdrum Prairie Aquifer and relatively flat with no identified geographic or other natural features that would affect health, safety and/or welfare.

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

Staff Comment: this request is for Residential Mixed RM zoning with a potential for a commercial use to front Poleline Ave. (Minor Arterial)

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

Staff Comment: The proposed zoning request is outside an intense urban activity node or corridor and is adjacent to existing single-family homes.

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

Staff Comment: Not Applicable as this request is for RM zoning.

#### **OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:**

Agencies Notified:

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

- **Post Falls Police Department (Exhibit PA-1)** – Remain neutral.
- **Post Falls School District (Exhibit PA-2)** – Continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.
- **Kootenai County Fire & Rescue (Exhibit PA-3)** – Reserves comments for the permitting process.
- **Idaho Department of Environmental Quality (Exhibit PA-4)** – Has no comment.

#### **ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:**

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedications of Rights of Way and easements
  - a. Poleline Avenue (Minor Arterial) dedication to a 110-foot full road right-of-way, half road rights-of-way being measured from the existing section line in Poleline Avenue. Including an accompanying 10-foot sidewalk, drainage, and utility easement.
3. Annexation boundary – Include into the limits of the annexation boundary the following rights-of-way
  - a. Union Pacific Railways – The full existing rights-of-way along the northerly / westerly boundary line of the subject property.

**MOTION OPTIONS:** The Planning and Zoning Commission must provide a recommendation of zoning to City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria for the requested annexation. 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 and Map
Exhibit A-4	Hargrave Auth Letter
Exhibit A-5	Hathaway Auth Letter
Exhibit A-6	Title Report
Exhibit A-7	Open Space Narrative and Map

##### **Staff Exhibits:**

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

##### **Testimony:**

Exhibit PA-1	PFPD Comments
Exhibit PA-2	PFSD Comments
Exhibit PA-3	KCFR Comments
Exhibit PA-4	DEQ Comments
Exhibit PC-1	Collett Comments
Exhibit PC-2	Mort Comments
Exhibit PC-3	Widman Comments
Exhibit PC-4	O'Neil Comments
Exhibit PC-5	JC O'Neil Comments
Exhibit PC-6	D Collett Comments
Exhibit PC-7	Armbruster Comments
Exhibit PC-8	Williams Comments
Exhibit PC-9	Alvarado Comments
Exhibit PC-10	Schlenker Comments
Exhibit PC-11	Reynolds Comments
Exhibit PC-12	Johnson Comments

Annexation · 124 – MICA STATION



Expiration Date

Active



# ANNX-22-8



## Details

Submitted on May 3, 2022 at 12:07 pm



## Attachments

11 files



## Activity Feed

Latest activity on Jun 23, 2022



## Applicant

Kimberly Hargrave



## Location

Point Location: 47.7312, -116.9669

## Timeline

Add New ▾

### Fee Payment

Paid May 3, 2022 at 7:55 pm



### Completeness Review

Completed May 24, 2022 at 9:33 am

May 16



### GIS Review

Completed May 24, 2022 at 11:05 am



May 10



### Polygon Creation

Completed May 31, 2022 at 8:39 am

May 30



### Maps Created

Completed Jun 7, 2022 at 3:58 pm



### Draft Development Annexation Agreement

In Progress



### Planning Development Review

Jun 14



Exhibit A-1

In Progress



**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



**Schedule P&Z**

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

33

Designated Project Name

**Application Information**

Did an Annexation Pre-app take place? \*

Yes

Applicant Type \*

Owner

Description of Project/Reason for Request \*

up to 80 unit townhouse development with a commercial aspect

Existing Zoning \*

county ag

Adjacent Zoning \*

R1

Current Land Use \*

single family home

Adjacent Land Use \*

single family home

---

### **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. \*

✔ Kimberly Hargrave

Apr 21, 2022

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# PROJECT NARRATIVE

## FOR

### Mica Station Annexation and Subdivision

Kyle Cotten Consulting has been retained by Brett and Kimberly Hargrave and by Will and Ute Hathaway to represent their interests in a request for annexation and subsequent development of 1349 & 1421 W POLELINE AVENUE POST FALLS, IDAHO 83854 into the “Mica Station” subdivision. The parties are seeking approval for of the annexation of the two properties, which are surrounded on all sides by the City of Post Falls, Idaho and are located within the area of impact for City of Post Falls. There are future street and infrastructure connectors planned by the neighboring projects within City limits that will align with the Mica Station access roads and utility corridors.

#### *Legal Description and Location of Property*

The land for development currently consists of two parcels described as LOTS 1 & 2, BLOCK 1, MICA ACRES, according to the plat recorded in Book “F” of Plats, Page 60, records of Kootenai County, Idaho. The lots have existing Kootenai County parcel numbers as follows:

- 0-5320-001-001-0/117946
- 0-5320-001-002-0/135076

The total acreage of the existing parcels are 4.327 acres and 5.303 acres for a combined 9.63 acres.

#### *Project Overview*

The existing two parcels each have an existing home on them and are zoned Kootenai County AG-Suburban. It is surrounded on 3 sides by existing Post Falls subdivisions that are zoned R-1 Residential and on the last side the existing zoning is R-1-S. The Proposed Uses are Right of Way dedication, roads, paths, structures and underground infrastructure.

The owners are pursuing annexation of the properties with a Residential Mixed (RM) zoning classification to take advantage of an opportunity for neighborhood commercial/office use and High-Density Multi-Family Residential (R3) style development. Upon annexation the Hathaway’s will transact their portion of the property and the project will be subdivided and developed by Brett and Kimberly Hargrave. The Hargrave’s will model this intended subdivision after other successful infill development projects in the Post Falls and Coeur d’Alene area. The proposed residential lots will feature lots sizes between 2,000 and 3,000 square feet primarily in zero lot-line townhouse configurations. The lot acreage appears to support an approximate 80 lot subdivision The existing residential driveways will be abandoned in favor of a new primary access to the property from Poleline Avenue that is aligned with North Clackamas Street and a secondary access through a continuation of West Miss Hana Avenue. Access to lots that are not served by these public street connectors will be created by building local roads with cul-de-sac or hammerhead turnarounds for emergency services.

This parcel of land has a stubbed out residential street on the east side and is platted for an extension of the West Miss Hana Avenue. Water, sewer and electrical power are available in several locations

adjacent to the subject property with sewer representing the most important connection. A 5-ft sidewalk and roadside swale have been constructed to the east of the property on the Poleline Avenue frontage and the proposed project will continue the walk and drainage improvements along Poleline Avenue for the length of the property. The sum of these details indicates this property is an ideal annexation and that no burden will be placed on the city to provide services or to provide for vehicle or pedestrian access.

The proposed subdivision conforms to the intended zoning, supplies important commercial space opportunities and housing in a high demand market and makes connections to all purveyor services available indicating this project has all the merits necessary for approval for annexation and subdivision.

### *Alignment with Comp Plan*

The Hargraves are committed to the long-term success of this project and they have thoroughly vetted development ideas for the properties against the goals and policies contained in the City of Post Falls Comprehensive Plan (Comp Plan). The Comp Plan guidance was instrumental in the concepting work for the project and is largely responsible for the addition of neighborhood commercial space in with the residential use, pedestrian connectivity and transportation circulation offered by the proposed project.

The following descriptions include some of the specific goals and policies that the Mica Station subdivision will deliver.

#### LAND USE

The Mica Station Subdivision promotes compatible, well-designed development, complementing surrounding developments by offering smaller footprint single family homes that align with the neighborhood character and configuration. This mixed format housing reinforces the stated need for a blend of housing types found in existing City master plans. The subject property represents an “island” annexation where it is surrounded by incorporated areas with readily available service infrastructure and capacity. The subdivision supports the forward planning for the Poleline Avenue corridor by granting the right of way needed for the intended future improvements for the Diamond Railroad Crossing intersection. Providing for annexation now will also help prevent adverse consequences for the future where a different property owner may resist annexation and incorporation thereby creating a permanent “island” along an important regional transportation network.

In addition to the infrastructure improvements proposed by the subdivision there are beautification components comprised of green space reservations along the transportation corridor, the planting of street trees and the establishment of use buffers that will enhance community value.

#### HOUSING

The proposed subdivision replaces two units of older single family housing stock into many smaller footprint single family housing opportunities. Housing in the proposed subdivision will be street facing with both public and private roadway frontage. The subdivision main road will be local street classification with narrow lanes and offset sidewalk such that a landscape buffer separated pedestrian facilities from the travel surface. The streets have 90-degree approach angles and are optimized for safety, traffic calming and aesthetic appeal, including sidewalks, landscaping and lighting.

Home construction will be of regionally similar materials that will match the character of existing homes that adjoin subject property. The boundary of this property will be totally fenced utilizing vinyl fencing that will conform to adjoining properties. A 5-foot sidewalk will be continued from the east property line to the west property line along Poleline Avenue. This will provide access for subdivision housing to tie in to adjoining subdivisions to the east, south and west sides.

#### TRANSPORTATION

The Mica Station subdivision incorporates street designs that are consistent with the adopted guidelines and standards. A ROW dedication is provided for Poleline Avenue corridor expansion and the interior road, Miss Hana Avenue matches the section of the existing road at the intersection point. The project consolidates two local driveways into a single public street approach out onto Poleline Avenue and provides all the streetscape stormwater and green space upgrades appurtenant to new City Streets. This is in line with the City goal to establish safe and efficient movement of people, goods and services. In addition, the improvements to the access for pedestrians by way of internal and street frontage sidewalk will support the non-motorized and recreational needs that comprise livable neighborhoods.

The annexation will help implement Post Falls' transportation plan by enabling completion of circulatory patterns for Miss Hana Avenue and the pedestrian paths and ways. The consolidation of private driveways into a public access protects the important transportation corridor from encroachment and preserve adequate ROW for future corridors including utility facilities. All sidewalks and paths will observe compliance the accessibility requirements in accordance with Americans with Disability Act (ADA).

#### PUBLIC SERVICES

Similar to the transportation improvements, the subdivision construction will provide utility system continuity and completes important connections for dry utilities and the water system managed by East Greenacres Irrigation District. The result of the project will be services that are high quality, effective, and affordable.

A subdivision homeowners' associations will serve to protect and maintain common neighborhood trails, open space areas, and adjacent landscaping along particularly the public rights-of-way adjacent to Poleline Avenue.

#### *Preliminary Development Schedule*

There will be one continuous phase of development upon annexation and subdivision approval. It is anticipated that the site improvement and site infrastructure work will begin with pipe infrastructure improvements in the fall of 2022 and that finish grade surfaces and hard scaping will be completed as soon as material suppliers begin production and as weather permits in the spring of 2023.

#### *Technical Merit*

The proposed annexation and subsequent subdivision will provide valuable housing and commercial use opportunities in alignment with the Comp Plan and diverse utility master plans. The improvements to transportation connectivity, dry and wet utilities, right-of-way dedication and the pedestrian access improvements all indicate this project will be a benefit to Post Falls and particularly to the West/Central Prairie zones of the City.

[Enclosure.]

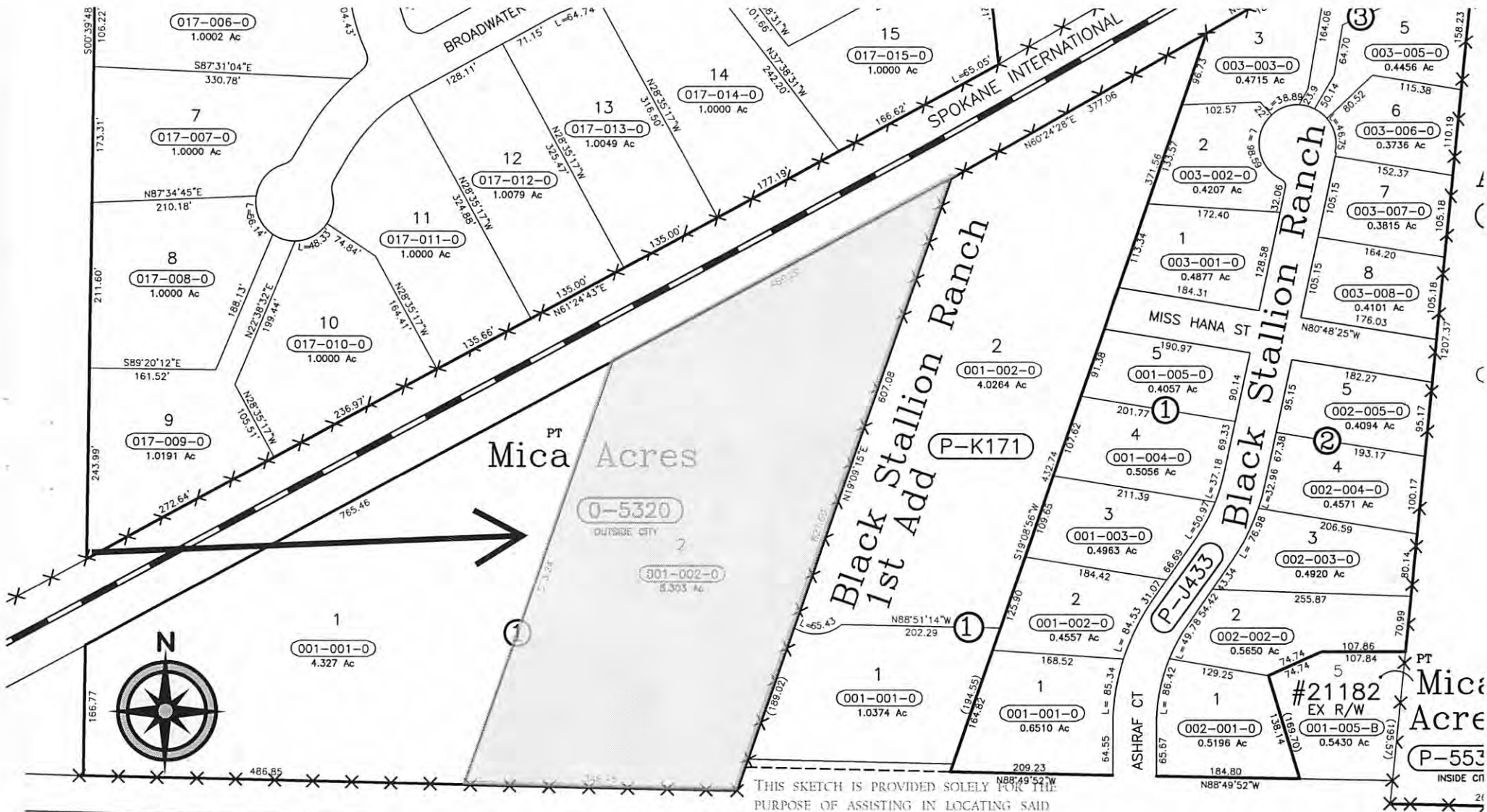
Conceptual annexation area and subdivision layout

LEGAL DESCRIPTION FOR 1349 W POLELINE AVE

Lot 2, Block 1, MICA ACRES, according to the plat recorded in the office of the County Recorder in Book "F" of Plats at Page 60, records of Kootenai County, Idaho.

LEGAL DESCRIPTION FOR 1421 W POLELINE AVE

Lot 1, Block 1, MICA ACRES, according to the plat thereof filed in Book F of Plats at page(s) 60, records of Kootenai County, Idaho.



THIS SKETCH IS PROVIDED SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID LAND. PIONEER TITLE OF COEUR D'ALENE ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH. REFERENCE SHOULD BE MADE TO AN ACTUAL SURVEY FOR FURTHER INFORMATION.

POLELINE RD

P-553  
INSIDE CT

#21182  
EX R/W

P-K171

P-J433

0-5320  
OUTSIDE CITY

017-006-0  
1.0002 Ac

017-007-0  
1.0000 Ac

017-008-0  
1.0000 Ac

017-009-0  
1.0191 Ac

001-001-0  
4.327 Ac

017-014-0  
1.0000 Ac

017-013-0  
1.0049 Ac

017-012-0  
1.0079 Ac

017-011-0  
1.0000 Ac

017-010-0  
1.0000 Ac

001-002-0  
8.303 Ac

001-001-0  
1.0374 Ac

001-001-0  
0.6510 Ac

001-001-0  
0.5196 Ac

003-003-0  
0.4715 Ac

003-002-0  
0.4207 Ac

003-001-0  
0.4877 Ac

001-002-0  
4.0264 Ac

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0.4057 Ac

001-004-0  
0.5056 Ac

001-003-0  
0.4963 Ac

001-002-0  
0.4557 Ac

001-001-0  
0.6510 Ac

002-001-0  
0.5196 Ac

001-005-B  
0.5430 Ac

003-005-0  
0.4456 Ac

003-006-0  
0.3736 Ac

003-007-0  
0.3815 Ac

003-008-0  
0.4101 Ac

002-005-0  
0.4094 Ac

002-004-0  
0.4571 Ac

002-003-0  
0.4920 Ac

002-002-0  
0.5650 Ac

001-005-B  
0.5430 Ac

P-553  
INSIDE CT



DATE: June 10, 2022

City of Post Falls

408 N Spokane St.

Post Falls, ID 83854

RE: Owner Authorization for Annexation and Subdivision Applications

Parcel # 053200010020

Brett and Kimberly Hargrave authorize Kyle Cotten to act as an Authorized Agent for all matters related to the development and annexation of their property located at 1349 W Poleline Ave. Post Falls, ID 83854 .

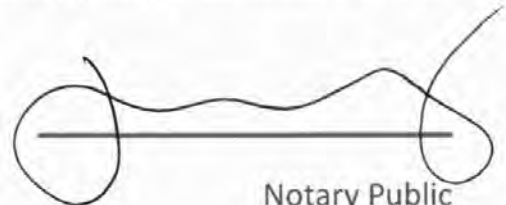


State of Idaho

County of Kootenai

On this 10<sup>th</sup> day of June, in the year 2022, before me, Jonathon Frantz (Notary's name) a notary public, personally appeared Kimberly Hargrave + Brett Hargrave individual's name), personally known 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.

Seal



Notary Public

My Commission expires on: 8/5/25

DATE: 6-15-22

City of Post Falls

408 N Spokane St.

Post Falls, ID 83854

RE: Owner Authorization for Annexation and Subdivision Applications

Parcel # 053200010010

William and Ute Hathaway authorize **Kyle Cotten and/or Kimberly Hargrave and/or Brett Hargrave** to act as Authorized Agents for all matters related to the development and annexation of their property located at 1421 W Poleline Ave. Post Falls, ID 83854 .

[Signature]

[Signature]

State of Idaho

County of Kootenai

On this 15 day of June, in the year 2022 before me, Barbara Cooley (Notary's name) a notary public, personally appeared William + Ute Hathaway individual's name), personally known 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.

Seal

[Signature]

Notary Public

My Commission expires on: 07/17/2026



# *GUARANTEE*

Issued by

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



**First American Title™**

Form 5010500 (7-1-14)

Guarantee Number: 501055-1042891-C

## Guarantee Face Page

*Issued By*

*FIRST AMERICAN TITLE INSURANCE COMPANY*



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**First American Title Insurance Company**

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **DEFINITION OF TERMS.**

The following terms when used in the Guarantee mean:

  - (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. **NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.**

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice
3. **NO DUTY TO DEFEND OR PROSECUTE.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. **COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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

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

5. PROOF OF LOSS OR DAMAGE.

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

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

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

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

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

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

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

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

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

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

7. DETERMINATION AND EXTENT OF LIABILITY.

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

Exclusions From Coverage of This Guarantee.

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

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

8. LIMITATION OF LIABILITY.

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

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

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

10. PAYMENT OF LOSS.

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

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

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

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

12. ARBITRATION.

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

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

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

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

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.



*First American Title*

# Guarantee

## Subdivision Guarantee

ISSUED BY  
First American Title Insurance Company

GUARANTEE NUMBER  
5010500-1042891-C

Subdivision or Proposed Subdivision:

Order No.: 1042891-C

Reference No.:

Fee: \$200.00

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

Blue Iris Investment Group

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

in a sum not exceeding \$200.00.

THAT according to those public records which, under the recording laws of the State of Idaho, impart constructive notice of matters affecting the title to the lands described on the attached legal description: Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

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

William C. Hathaway and Ute E. Hathaway, husband and wife as to Lot 1, Block 1 and Brett E. Hargrave and Kimberly J. Hargrave, husband and wife as to Lot 2, Block 1

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



- 2022 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2022 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

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

Year	Original Amount	Amount Paid	Parcel Number	Affects:
2021	\$2006.60	\$1003.30	053200010010	Lot 1
2021	\$2994.05	\$0.00	053200010020	Lot 2

Homeowners Exemption is in effect for 2021 as to Lot 1, Block 1.  
 Circuit breaker is not in effect for 2021.  
 Agricultural Exemption is not in effect for 2021.

- Levies and assessments of East Greenacres Irrigation District. For which we find no delinquencies of record.
- Mortgage dated February 28, 2020, to secure an original indebtedness of \$50,000.00, and any other amounts and/or obligations secured thereby.  
 Recorded: March 6, 2020, as Instrument No. 2739877000  
 Mortgagor: Brett E. Hargrave and Kimberly J. Hargrave, husband and wife  
 Mortgagee: North Idaho Advancement Fund, LLC (affects: Lot 2)
- Deed of Trust dated October 1, 2020, to secure an original indebtedness of \$267,000.00, and any other amounts and/or obligations secured thereby  
 Recorded: October 6, 2020, as Instrument No. 2782267000  
 Grantor: William C. Hathaway and Ute E. Hathaway, husband and wife  
 Trustee: Pioneer Title Co.  
 Beneficiary: Platinum Home Mortgage Corporation (affects: Lot 1)
- Deed of Trust dated May 14, 2021, to secure an original indebtedness of \$250,000.00, and any other amounts and/or obligations secured thereby  
 Recorded: May 18, 2021, as Instrument No. 2834128000  
 Grantor: Brett E. Hargrave and Kimberly J. Hargrave, husband and wife  
 Trustee: Alliance Title & Escrow, LLC  
 Beneficiary: Mountain West Bank, division of Glacier Bank (affects: Lot 2)

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

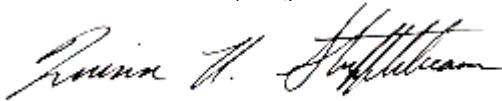
- Easement for pipe, tunnels, etc. granted to Spokane Valley Land and Water Company, recorded April 25, 1905, in Book 10 of Deeds, Page 143.
- Easement for right of way granted to Yellowstone Pipe Line Company, recorded December 22, 1953, in Book 157 of Deeds, Page 62.

Encroachment Permit recorded February 3, 1995 as Instrument No. 1386976.

8. Covenants, conditions and restrictions on the recorded plat of said subdivision in Book F of Plats, Page 60, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. Easement for right of way granted to Kootenai Rural Electrification Association, recorded June 14, 1978, as Instrument No. 770646.
10. Easement for right of way granted to United States of America, recorded July 3, 1978, as Instrument No. 773092.
11. Provisions in deed to Cecil F. McCracken and Bessie L. McCracken, husband and wife, recorded August 21, 1978, as Instrument No. 778421.
12. Covenants, Conditions and Restrictions plus amendment recorded as Instrument No(s). 778424, 778425, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
13. Easement for right of way granted to Kootenai Electric Cooperative, Inc., recorded November 22, 1979, as Instrument No. 806290.
14. Easement for right of way granted to United States of America, recorded June 8, 1979, as Instrument No. 808253.

Date of Guarantee: April 14, 2022 at 7:30 A.M.

First American Title Company



By:

Authorized Countersignature

## EXHIBIT A

PARCEL 1:

LOT 1, BLOCK 1, MICA ACRES, ACCORDING TO THE PLAT RECORDED IN BOOK F OF PLATS, PAGE 60, RECORDS OF KOOTENAI COUNTY, IDAHO.

PARCEL 2:

LOT 2, BLOCK 1, MICA ACRES, ACCORDING TO THE PLAT RECORDED IN BOOK F OF PLATS, PAGE 60, RECORDS OF KOOTENAI COUNTY, IDAHO.



## Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

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

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

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

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

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

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

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

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

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

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

Contact us [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



**First American Title™**

## For California Residents

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

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

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

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

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

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

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

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

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





**First American Title Company**  
1866 North Lakewood Drive, P.O. Box 1747  
Coeur d'Alene, ID 83816  
Phone: (208)667-0567 / Fax: (208)765-2050

**PR:** AFFGRP

**Ofc:** 13 (3645)

### Final Invoice

**To:** Blue Iris Investment Group  
1349 W POLELINE AVE  
Post Falls, ID 83854

**Invoice No.:** 3645 - 131022908

**Date:** 04/30/2022

**Our File No.:** 1042891-C

**Title Officer:** Michelle Jirava

**Escrow Officer:**

**Customer ID:** 1017544

**Attention:**

**Your Ref.:**

**Liability Amounts**

**RE: Property:**  
1421 W. Poleline Avenue, 1349 W. Poleline Avenue, Post  
Falls, ID 83854

**Buyers:** William C. Hathaway, Ute E. Hathaway, et al

**Sellers:**

Description of Charge	Invoice Amount
Work Charge 300 foot radius & extra parcel	\$175.00
Guarantee-Subdivision Guarantee	\$200.00

**INVOICE TOTAL** **\$375.00**

**Comments:**

**Thank you for your business!**

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

*Attention: Accounts Receivable Department*

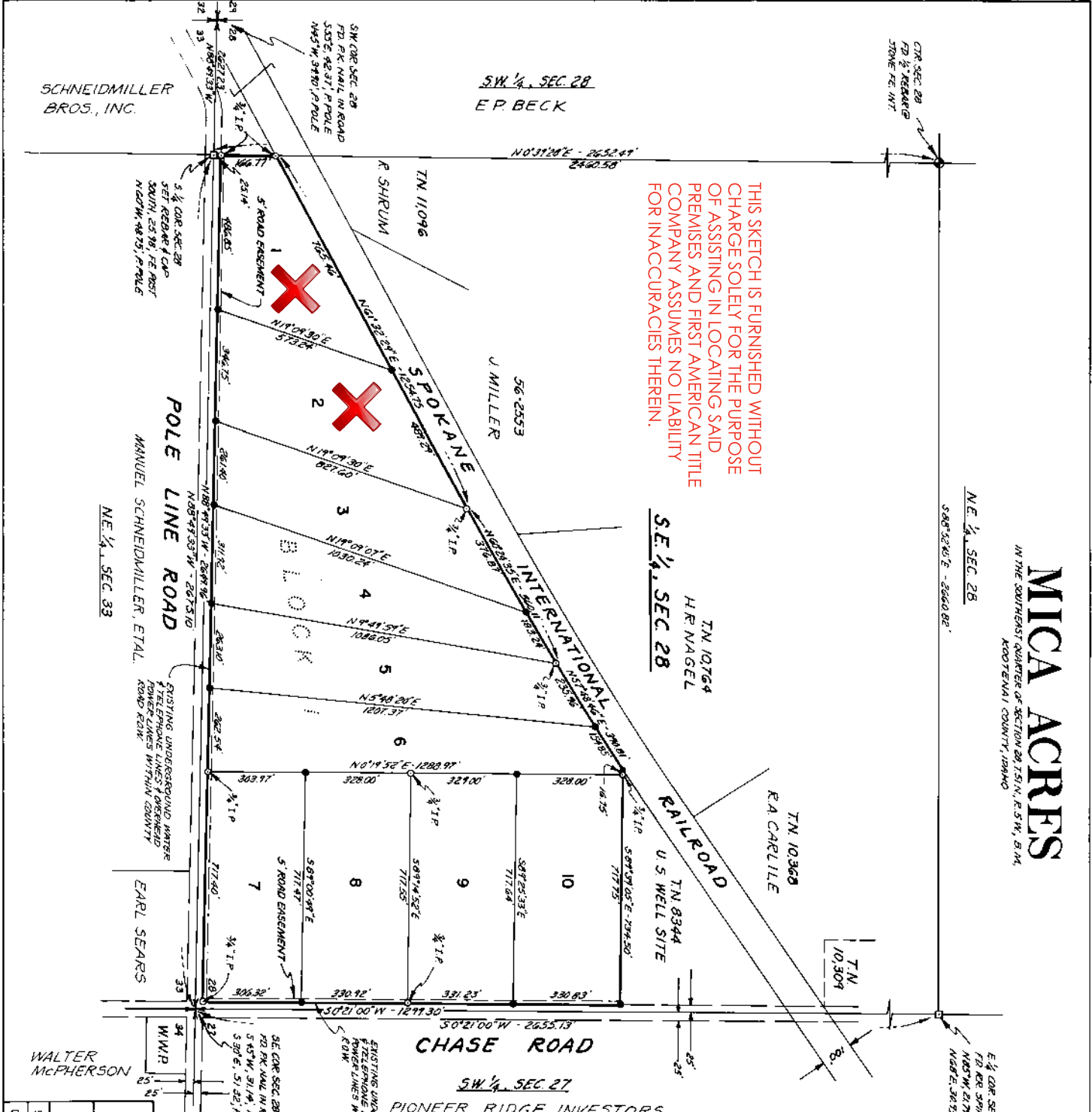
*NOTE NEW REMITTANCE ADDRESS, LB# 1083, First American Title Company, PO Box 35146  
Seattle, WA 98124-5146*

# MICA ACRES

IN THE SOUTHEAST QUARTER OF SECTION 28 T51N, R51W, B1M,  
KOOTENAI COUNTY, IDAHO

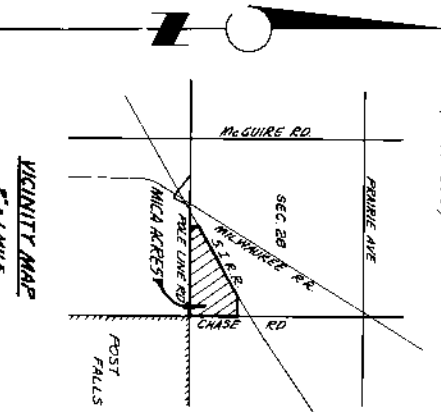
Red E. Clay Ltd

THIS SKETCH IS FURNISHED WITHOUT  
CHARGE SOLELY FOR THE PURPOSE  
OF ASSISTING IN LOCATING SAID  
PREMISES AND FIRST AMERICAN SAID  
COMPANY ASSUMES NO LIABILITY  
FOR INACCURACIES THEREIN.



## LEGEND

- SECTION CORNER
- QUARTER CORNER
- CENTER OF SECTION
- SET REBAR & CAP
- SET PILE AS SHOWN (FOUNDINGS)



## BASIS OF BEARING

BASIS OF BEARING IS S 0° 21' 00" W ALONG  
THE EAST LINE OF THE SOUTHEAST QUARTER  
OF SECTION 28 PER PROFESSIONAL DRAWINGS  
AND LEGAL DESCRIPTIONS DATED 8-3-78.



**MECKEL ENGINEERING AND SURVEYING**  
402 IDAHO AVENUE  
COEUR D'ALENE, IDAHO 83814

**MICA ACRES**  
IN THE SOUTHEAST QUARTER OF SECTION 28, T51N, R51W, B1M,  
KOOTENAI COUNTY, IDAHO

SCALE: 1" = 200'  
DATE: 12-4-79  
DRN: DMK  
CRD: JAB  
NO: 1 of 4



Right of Way Deed.

This Indenture, made this 5th day of April, A.D. 1903, by and between Robert W. Morris, and Essie Morris, his wife, of Toppenish, Washington, parties of the first part, and the Spokane Valley Land & Water Company, a corporation duly incorporated under the laws of the state of Washington, party of the second part:

Witnesseth, that in consideration of the sum of one dollar and other good and valuable consideration ~~the sum of one dollar and other good and valuable consideration~~, in hand paid, the receipt of which is hereby acknowledged, the parties of the first part have granted, and do hereby grant to the party of the second part, its successors and assigns, a right of way for pipe, tunnel or other mode of carrying water, and also a right of way for such laterals leading therefrom over the said lands as may be necessary to distribute water to other irrigable lands, on, over, across and through the following described tracts or parcels of land situate in Kootenai county, state of Idaho, described as follows, to wit:

The southeast quarter (S.E.1/4) of section twenty eight (Sec.28), township fifty one (T.51) Range five (R.5) W.B.M.

And the said parties of the first part have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey to the party of the second part, and to its successors and assigns, as and for such a right of way, the certain tracts herein below described, as the same shall finally be located by survey by the party of the second part, in, through, and across said land, and described approximately as follows:

Beginning at the northeast corner of the southeast quarter (S.E.1/4) of section twenty eight (Sec.28) township fifty one (T.51) north of range five (R.5) W.B.M., Kootenai county, Idaho; extending thence in a westerly direction along the north line of said southeast quarter (S.E.1/4) to the center of said section twenty eight (Sec.28); thence southerly for a distance of 75 feet; thence easterly parallel with the north line of the southeast quarter (S.E.1/4) of said section twenty eight (Sec.28) to the east line of said southeast quarter (S.E.1/4) of said section twenty eight (Sec.28); thence north 75 feet to the place of beginning.

Also that certain tract described as follows: Beginning at a point thirteen hundred (1300) feet north of the southeast corner of section twenty eight (Sec.28), township fifty one (51) north of range five (5) W.B.M., Kootenai county, Idaho; extending thence in a southwesterly direction to a point situated eleven hundred seventy five (1175) feet west of the southeast corner of said section twenty eight (28); thence easterly along the south line of said section twenty eight (28) for a distance of sixty (60) feet; thence northeasterly to a point twelve hundred forty (1240) feet north of the southeast corner of said section twenty eight (28); thence northerly sixty (60) feet to the place of beginning; the said described tracts containing seven (7) acres more or less.

And the right and privilege to enter upon, pass over and across lands adjoining and adjacent to said right of way at any time for the purpose of construction and maintenance of said canal, ditch, pipe, tunnel, flume or other mode of carrying water and appurtenances there to.

Provided, however, that should the Spokane Valley Land and Water Company, after the construction of said canal, ditch, pipe, tunnel, flume, or other mode of carrying water or laterals, permanently abandon the same and fail to use said land as a right of way as aforesaid, then said land shall revert to the parties of the first part, their heirs and assigns.

Provided, that said right of way shall not interfere with or obstruct any of the permanent improvements now upon said premises, and provided further, that said party of the second part shall at its own cost and expense upon the request of the parties of the first part, build and maintain a

bridge across said canal at a point to be fixed by said first parties for the use of teams and animals; and provided further, that any damage to the permanent improvements of said first parties resulting from water from breakage in said canal system shall be at the cost and expense of said second party in such amount as may be fixed by private agreement between the parties here to, or by arbitration.

The parties of the first part reserve the perpetual right to take water from said ditch, canal, or flume, for stock and for domestic use.

To have and to hold said rights of way to the party of the second part, its successors and assigns, as long as the same shall be in use for the purposes herein mentioned.

Witness our hands and seals the day and year herein first written.

Witness

Robert W. Morris (Seal)

W.L. Shearer Chas Gallien.

Bessie Morris (Seal)

State of Washington, County of Yakima (ss. On this 15th day of April 1905, before me W.L. Shearer, a notary public, personally appeared Robt W. Morris and Bessie Morris, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed and delivered the said deed as their free and voluntary act and deed for the uses and purposes therein set forth. And I further certify that Bessie Morris wife of the said Robt W. Morris, acknowledged to me on examination separate and apart from her said husband, and after I had made known to her the contents of said deed, without the hearing of her husband, that she executed the same, and that she does not wish to retract such execution.

Given under my hand and official seal the day and year in this certificate first written.

W.L. Shearer, Notary Public for state of  
Washington, Residing at Toppenish.

(Notarial seal

State of Idaho, County of Kootenai (ss. Filed for record at the request of Spokane Valley Land & Water Co. on the 25 day of Apr. 1905 at 1:24 o'clock P. M. and recorded in 10 book of deeds on page 143.  
Fee \$1.75.

T.L. Quarles? County Recorder.

62 BY T. N. COMPARED

278422 RIGHT OF WAY

FOR AND IN CONSIDERATION OF THE SUM OF One Hundred Sixty One & No/100 DOLLARS, to the Grantors paid, the receipt of which is hereby acknowledged, Albert Weitekamp and Margarite Weitekamp of Route # 1 Post Falls, Idaho

herein called Grantors, hereby grant unto YELLOWSTONE PIPE LINE COMPANY, a Delaware corporation, whose address is Ponca City, Oklahoma, hereinafter called Grantee, its successors and assigns, the right to lay, maintain, inspect, operate, protect, repair, replace and remove a pipe line for the transportation of liquids and/or gases, and... situated in Kootenai County, State of Idaho to wit:

A 40 foot Pipe Line right-of-way, over and across the hereinafter described land, 20 feet on each side of the following described center line to wit: entering at the east property line of the hereinafter described land 72 feet north of the south section line and running in a westerly direction 2,645 feet, and leaving said hereinafter described tract of land at the west property line 85 feet north of the south section line thereof. The land over which said right-of-way is granted is described as follows: The S 1/4 of the SE 1/4 of Section 28, in Township 51, North Range 5 West in Kootenai County, Idaho; provided that there is hereby reserved to the Grantors the right, at all times, to construct, maintain, inspect, operate, protect, repair, replace and remove a Water pipe line for irrigation or other purposes, under or over said right-of-way, and any Pipe Line constructed thereon by the Grantee, its successors and assigns. Together with the right of unimpeded access to said pipe line and the right of ingress and egress on, over and through said land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder, hereby releasing and waiving all rights under and by virtue of the dower and homestead exemption laws, if any, of said state.

The said Grantors have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said Grantee. Grantors agree not to build, create or construct any obstruction, engineering works, or other structure over said pipe line or lines, nor permit same to be done by others.

In addition to the above consideration, Grantee agrees to pay any damages which may arise to crops, buildings, drain tile, fences and timber, by reason of Grantee's operations.

Any pipe line or lines constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee it may be placed above the channel of any stream, ravine, ditch, or other water course.

Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said Grantee.

It is agreed that any payment hereunder may be made direct to said Grantors or any one of them, or by depositing such payment to the credit of said Grantors or any one of them in the Dishman State Bank of Dishman, Washington, and payment so made shall be deemed and considered as payment to each of said Grantors.

The rights herein granted may be assigned in whole or in part. The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of October, 1953.

Signed, sealed and delivered in the presence of Edward J. Crowley, Notary Public in and for the county of Spokane, Washington.

Tract No. 12W
No. of Rods 161
Check No. 1757
Charge APE 1 JO 50-2-2
Albert Weitekamp (Albert Weitekamp)
Margarite Weitekamp (Margarite Weitekamp)

INDIVIDUAL FORM OF ACKNOWLEDGEMENT - Idaho and Montana

STATE OF Washington } ss.
County of Spokane
On this 21 day of October, 1953, in the year 1953, before me Edward J. Crowley, a notary public in and for the county of Spokane in the state of Washington, personally appeared Albert Weitekamp and Margarite Weitekamp, husband and wife

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Given under my hand and official seal this 21 day of October, 1953. My commission expires: Feb 26, 1957. Edward J. Crowley, Notary Public for the state of Washington residing at Spokane.

INDIVIDUAL FORM OF ACKNOWLEDGEMENT - Washington

STATE OF } ss.
County of
On this day personally appeared before me

to me known to be the individual (or individuals) described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this day of 19. My commission expires: Notary Public in and for the State of Washington, residing at

STATE OF IDAHO } ss.
County of Kootenai,
Filed for record at the request of Yellowstone Pipe Line Co. on DEC 22 1953 at 1:20 o'clock P. M. and recorded in book 157 of Deeds, Page 62

Fee \$ 1.50
JAMES D. RIGGS, County Recorder.
By Carolyn Horning, Deputy



F-608

# MICA ACRES

IN THE SOUTHEAST QUARTER OF SECTION 28, T51N, R32W, B4E, KOOTENAI COUNTY, IDAHO

## OWNER'S CERTIFICATE

BE IT KNOWN THAT CECIL F. MACCRACKEN AND RESSIE L. MACCRACKEN HUSBAND AND WIFE, EDWARD F. LONG AND JEANETTE L. LONG, HUSBAND AND WIFE, ROY ROBERT ADKISSON AND ARDATH BETH ADKISSON, HUSBAND AND WIFE, RUSSELL B. JOHNSON AND DORCENE F. JOHNSON, HUSBAND AND WIFE, WILLIAM E. FINKBEINER AND GLOBA K. FINKBEINER, HUSBAND AND WIFE, MELVIN J. WHITE AND ANNA V. WHITE, HUSBAND AND WIFE, IVAN K. RUNCORN AND SANDRA JEAN RUNCORN, HUSBAND AND WIFE, RAYMOND E. FINKBEINER AND C. DELAERE FINKBEINER, HUSBAND AND WIFE, ARE THE OWNERS OF THE LAND DESCRIBED IN THE ENGINEER'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE DIVIDED INTO LOTS AND BLOCKS AS HEREIN PLATTED TO BE KNOWN AS MICA ACRES, BOSTON/MTMOUNTAIN COUNTY, IDAHO. WE HEREBY GRANT TO THE MOST FALLS HIGHWAY DISTRICT, A quasi-municipal corporation, A PERMANENT EASEMENT OVER THE SOUTH FIVE FEET OF LOTS 1 THROUGH 7 AND THE EAST FIVE FEET OF LOTS 7 THROUGH 10 FOR THE FOLLOWING PURPOSES: THE RIGHT TO ENTER UPON THE ADJACENT PROPERTY AND BUILD, MAINTAIN, REPAIR AND RESERVE AN EASEMENT ROAD OR HIGHWAY TO HAVE AND TO HOLD SAID EASEMENT UPON THE MOST FALLS HIGHWAY DISTRICT, ITS SUCCESSORS AND ASSIGNS; HOWEVER, WE, THE OWNERS, ALSO RESERVE AN EASEMENT TO INCLUDE ALL PORTIONS OF THE HEREIN PLATTED LAND WITHIN 150 FEET OF THE EAST GREENWICHES IRRIGATION DISTRICT WELL IN THE NUMBER 83944 FOR THE PURPOSE OF A BUILDING SETBACK LINE.

*Cecil F. MacCracken*  
CECIL F. MACCRACKEN  
*Ressie L. MacCracken*  
RESSIE L. MACCRACKEN  
*Edward F. Long*  
EDWARD F. LONG  
*Jeanette Long*  
JEANETTE LONG  
*Roy Robert Adkisson*  
ROY ROBERT ADKISSON  
*Ardath Beth Adkisson*  
ARDATH BETH ADKISSON

STATE OF IDAHO SS:  
COUNTY OF KOOTENAI  
ON THIS 3<sup>rd</sup> DAY OF December, 1979, BEFORE ME PERSON-  
ALLY APPEARED CECIL F. MACCRACKEN AND RESSIE L. MACCRACKEN  
BE KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE  
OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY  
SIGNED THE SAME.

*Notary Public in and for the State of Idaho*  
RESIDING IN (County & State)  
MY COMMISSION EXPIRES: 11-29-83

639024  
833024

STATE OF IDAHO SS:  
COUNTY OF KOOTENAI  
ON THIS 4<sup>th</sup> DAY OF December, 1979, BEFORE ME PERSON-  
ALLY APPEARED EDWARD F. LONG AND JEANETTE L. LONG  
BE KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE  
OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY  
SIGNED THE SAME.

*Notary Public in and for the State of Idaho*  
RESIDING IN (County & State)  
MY COMMISSION EXPIRES: 11-29-83

STATE OF IDAHO SS:  
COUNTY OF KOOTENAI  
ON THIS 5<sup>th</sup> DAY OF December, 1979, BEFORE ME PERSON-  
ALLY APPEARED ROY ROBERT ADKISSON AND ARDATH BETH  
ADKISSON KNOWN TO ME TO BE THE PERSONS WHO EXECUTED  
THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME  
THAT THEY SIGNED THE SAME.

*Notary Public in and for the State of Idaho*  
RESIDING IN (County & State)  
MY COMMISSION EXPIRES: 11-29-83

*Russell B. Johnson*  
RUSSELL B. JOHNSON  
*Dorcene F. Johnson*  
DORCENE F. JOHNSON  
*Ivan K. Runcorn*  
IVAN K. RUNCORN  
*Sandra Jean Runcorn*  
SANDRA JEAN RUNCORN  
*Melvin J. White*  
MELVIN J. WHITE  
*Anna V. White*  
ANNA V. WHITE

STATE OF IDAHO SS:  
COUNTY OF KOOTENAI  
ON THIS 5<sup>th</sup> DAY OF December, 1979, BEFORE ME PERSON-  
ALLY APPEARED RUSSELL B. JOHNSON AND DORCENE F. JOHNSON  
BE KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE  
OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY  
SIGNED THE SAME.

*Notary Public in and for the State of Idaho*  
RESIDING IN (County & State)  
MY COMMISSION EXPIRES: 11-29-83

STATE OF IDAHO SS:  
COUNTY OF KOOTENAI  
ON THIS 13<sup>th</sup> DAY OF December, 1979, BEFORE ME PERSON-  
ALLY APPEARED IVAN K. RUNCORN AND SANDRA JEAN RUNCORN  
BE KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE  
OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY  
SIGNED THE SAME.

*Notary Public in and for the State of Idaho*  
RESIDING IN (County & State)  
MY COMMISSION EXPIRES: 11-29-83

STATE OF IDAHO SS:  
COUNTY OF KOOTENAI  
ON THIS 15<sup>th</sup> DAY OF December, 1979, BEFORE ME PERSON-  
ALLY APPEARED MELVIN J. WHITE AND ANNA V. WHITE KNOWN  
TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE OWNER'S  
CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED  
THE SAME.

*Notary Public in and for the State of Idaho*  
RESIDING IN (County & State)  
MY COMMISSION EXPIRES: 11-29-83

*William E. Finkbeiner*  
WILLIAM E. FINKBEINER  
*C. Delaere Finkbeiner*  
C. DELAERE FINKBEINER

STATE OF CALIFORNIA SS:  
COUNTY OF Santa Clara  
ON THIS 20<sup>th</sup> DAY OF December, 1979, BEFORE ME PERSON-  
ALLY APPEARED WILLIAM E. FINKBEINER AND GLOBA K. FINKBEINER  
BE KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE  
OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY  
SIGNED THE SAME.

*Notary Public in and for the State of California*  
RESIDING IN (County & State)  
MY COMMISSION EXPIRES: 7-23-81

STATE OF IDAHO SS:  
COUNTY OF  
ON THIS 19<sup>th</sup> DAY OF December, 1979, BEFORE ME PERSON-  
ALLY APPEARED RAYMOND E. FINKBEINER AND C. DELAERE  
FINKBEINER KNOWN TO ME TO BE THE PERSONS WHO EXECUTED  
THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED  
TO ME THAT THEY SIGNED THE SAME.

*Notary Public in and for the State of Idaho*  
RESIDING IN (County & State)  
MY COMMISSION EXPIRES: 11-29-83

MECKEL ENGINEERING AND SURVEYING  
402, IDAHO AVENUE  
COEUR D'ALENE, IDAHO 83814

MICA ACRES  
IN THE SOUTHEAST QUARTER OF SECTION 28, T51N, R32W, B4E, KOOTENAI COUNTY, IDAHO

SCALE:	DRN: DMK	NO.	2 of 4
DATE: 12-4-79	CHKD: JAB		

F-6008

# MICA ACRES

IN THE SOUTHEAST QUARTER OF SECTION 28, T.51N., R.54E., B.1M.,  
KOOTENAI COUNTY, IDAHO

## COUNTY PLANNING COMMISSION

I HEREBY CERTIFY THAT THIS PLAT WAS ACCEPTED BY THE PLANNING COMMISSION OF KOOTENAI COUNTY, IDAHO, THIS 25<sup>th</sup> DAY OF January, 1980.

S. J. McGee  
CHAIRMAN

## COUNTY COMMISSIONERS

THIS PLAT APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF KOOTENAI COUNTY, IDAHO, THIS 6<sup>th</sup> DAY OF Feb., 1980.

S. Douglas  
CHAIRMAN

## HEALTH DISTRICT APPROVAL

THIS PLAT APPROVED THIS 19<sup>th</sup> DAY OF January, 1980.

William R. Davis  
FRANKLIN HEALTH DISTRICT OFFICER

## CITY COUNCIL APPROVAL

THIS PLAT APPROVED AND ACCEPTED BY THE CITY COUNCIL OF POST FALLS, IDAHO, THIS 22<sup>nd</sup> DAY OF January, 1980.

Frank N. Henderson  
MAYOR

## COUNTY TREASURER

I HEREBY CERTIFY THIS 3<sup>rd</sup> DAY OF January, 1980, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID. TAXES 1/4/81/80.

John R. ...  
KOOTENAI COUNTY TREASURER

## COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF James McGee THIS 24<sup>th</sup> DAY OF March, 1980, AT 10 A.M. AND DULY RECORDED IN PLAT BOOK F, PAGE 60.

David ...  
KOOTENAI COUNTY RECORDER

## COUNTY SURVEYOR

I HEREBY CERTIFY THIS 24<sup>th</sup> DAY OF March, 1980, THAT I HAVE EXAMINED THIS PLAT AND APPROVE SAME FOR FILING.

John W. ...  
KOOTENAI COUNTY SURVEYOR

## SURVEYOR'S CERTIFICATE

I, JAMES A. BURR, P.E./L.S. 5539, A REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IDAHO, HEREBY CERTIFY THAT IN NOVEMBER, 1979, I SUPERVISED THE SURVEY OF THE LAND HEREIN DESCRIBED TO BE KNOWN AS MICA ACRES, KOOTENAI COUNTY, IDAHO; THAT IRON MARKERS WERE PLACED IN THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SURVEY; THAT THE LAND IS LOCATED IN THAT QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, LYING SOUTH AND EAST OF THE SPURLINE INTERNATIONAL RAILROAD RIGHT-OF-WAY EXCLUDING PUBLIC ROAD RIGHTS-OF-WAY AND TRAIL NUMBER 8294, BOOK 4, PAGE 166, RECORDS OF KOOTENAI COUNTY, IDAHO, AND IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 87°49'33" WEST, 2500 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28; THENCE NORTH 0°21'00" EAST, 2500 FEET TO THE NORTH LINE OF A 50 FOOT WIDE PUBLIC RIGHT-OF-WAY (PALE LINE ROAD) AND THE TRUE POINT OF BEGINNING; THENCE NORTH 88°49'33" WEST, 2077.96 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH-SOUTH CENTERLINE OF SECTION 28; THENCE NORTH 02°30'30" EAST, 166.77 FEET ALONG SAID CENTERLINE TO THE SOUTH LINE OF A 60 FOOT WIDE RAILROAD RIGHT-OF-WAY (SPURLINE INTERNATIONAL RAILROAD); THENCE ALONG SAID LINE AS FOLLOWS: NORTH 57°32'29" EAST, 1254.25 FEET; THENCE NORTH 02°30'30" EAST, 584.11 FEET; THENCE NORTH 57°32'29" EAST, 384.11 FEET TO THE SOUTHWEST CORNER OF TRAIL NUMBER 8294; THENCE, LEAVING SAID SOUTH RAILROAD RIGHT-OF-WAY LINE, SOUTH 87°49'33" WEST, 294.50 FEET ALONG THE SOUTH LINE OF TRAIL NUMBER 8294 TO THE WEST LINE OF A 50 FOOT WIDE PUBLIC RIGHT-OF-WAY (COMMON ROAD); THENCE SOUTH 02°01'00" WEST, 2799.30 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING.



JAB  
1-1-80

STATE OF IDAHO  
COUNTY OF KOOTENAI, ID.  
ON THIS 7<sup>th</sup> DAY OF January, 1980, BEFORE ME PERSONALLY APPEARED JAMES A. BURR KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE SURVEYOR'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME.

James A. Burr  
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO RESIDING IN COEUR D'ALENE.  
MY COMMISSION EXPIRES: AUGUST 15, 1982

<b>MECKEL ENGINEERING AND SURVEYING</b> 402 IDAHO AVENUE COEUR D'ALENE, IDAHO 83814	
MICA ACRES IN THE SOUTHEAST QUARTER OF SECTION 28, T.51N., R.54E., B.1M., KOOTENAI COUNTY, IDAHO	
SCALE:	DRN: DMK
DATE: 12-4-79	CRD: JAB
	NO. 3 of 4



**Kootenai Electric Cooperative, Inc.**

"A CONSUMER OWNED ELECTRIC UTILITY"

Telephone MOhawk 4-9191 • Coeur d'Alene, Idaho 83814

770616

**ELECTRIC LINE - RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Edward F. Long + Jeannette L. Long (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Kootenai Electric Cooperative, Inc. a cooperative corporation (hereinafter called the "Cooperative") whose post office address is Coeur d'Alene, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kootenai, State of Idaho, and more particularly described as follows:

Commencing at the south quarter corner of said Section 28; thence, South 88 49'08" East 817.00 feet; thence, North 19 08'46" East, 76 feet to the POINT of beginning; thence, North 19 08'46" East, 208.7 feet; thence, North 88 49'08" West, 208.7 feet; thence, South 19 08'46" West, 208.7 feet; thence, South 88 49'08" East, 208.7 feet to the Point of Beginning.

and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

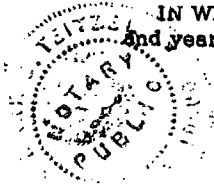
IN WITNESS WHEREOF, the undersigned have set their hands and seals this 5th day of April, 19 78.

Edward F. Long (I.S.)  
Jeannette L. Long (I.S.)

STATE OF IDAHO )  
County of Kootenai ) ss

On this 5th day of April, 19 78, before me, the undersigned Notary Public, personally appeared Edward F. Long and Jeannette L. Long, known to me to be the persons whose name s subscribed to the within instrument and acknowledged to me that they executed the same.

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



Mark E. Jantzen  
Notary Public for the state of Idaho  
residing at Coeur d'Alene  
My commission expires April 1 1980.

*Kootenai Electric Corp  
at Nancy Jantzen  
102*

*3-*



773092

DONATION EASEMENT DEED

FOR AND IN CONSIDERATION of benefits to be derived by the Grantors from having a domestic and/or irrigation water turnout on the Project facilities owned by the Grantee in the East Greenacres Unit, Rathdrum Prairie Project, Idaho, the undersigned,

Edward F. and Jeannette L. Long

do hereby DONATE, GRANT, and CONVEY to THE UNITED STATES OF AMERICA, its successors and assigns, a perpetual right-of-way and easement for it or them or their contractors to enter upon, survey, construct, reconstruct, operate, inspect, maintain, and remove a water pipeline turnout and appurtenances upon the following described property which is situated in Kootenai County, State of Idaho, together with the right of ingress and egress thereto, to-wit:

A piece of ground 20 ' in all directions from the centerline of the turnout and appurtenances and located in

SEE ATTACHED

The grant of easement herein contained is subject to presently used rights-of-way for canals, ditches, flumes, pipelines, railroads, highways, roads, telephone, telegraph, and power transmission lines created in favor of the public or public utilities.

The above-described real estate is being acquired by the United States through the East Greenacres Irrigation District, for the Bureau of Reclamation, Department of the Interior.

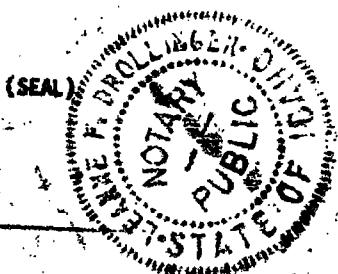
IN WITNESS WHEREOF, THE Grantors above named have hereunto set their hands and seals this 7 day of March 1978.

Edward F. Long  
Jeannette L. Long

STATE OF IDAHO }  
County of Kootenai } ss.

On this day personally appeared before me Edward F. & Jeannette L. Long to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, this 8 day of March 1978.



E. F. Drollinger  
Notary Public in and for the  
State of Idaho  
Residing at Post Falls

My commission expires: 2-7-79

EXHIBIT "A"

All that portion of the Southeast Quarter of Section 28, Township 51 North, Range 5 West, Kootenai County, Idaho, described as follows:

COMMENCING at the South Quarter corner of said Section 28; thence, South 88°49'08" East 817.00 feet; thence, North 19°08'46" East, 76 feet to the POINT OF BEGINNING; thence, North 19°08'46" East, 208.7 feet; thence, North 88°49'08" West, 208.7 feet; thence, South 19°08'46" West, 208.7 feet; thence South 88°49'08" East, 208.7 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for road and utilities purposes over, under, and across a strip of land 30 feet wide, the centerline of which is described as follows:

COMMENCING at the South Quarter corner of said Section 28; thence, South 88°49'08" East, 695 feet to the POINT OF BEGINNING of this centerline; thence, North 19°08'46" East, 76 feet to the POINT OF TERMINATION.

Filed and recorded at the request of East Greenacre Irrig. Dist.  
at 2 o'clock P. M., this 3<sup>rd</sup> day of July, 1978.  
By: Archie S. Jakopson  
Deputy  
Fee \$ 2.00

Carol Doitz  
Ex-Officio Auditor-Recorder  
Kootenai County, Idaho  
Return to \_\_\_\_\_

PO by 896 Post Falls Id  
83854

778421

WARRANTY DEED

BOOK 293 PAGE 409

For Value Received RUSSELL B. JOHNSON AND DORENE F. JOHNSON, husband and wife

the grantors do hereby grant, bargain, sell and convey unto

CECIL F. MCCRACKEN AND RESSIE L. MCCRACKEN, husband and wife whose address is: Rt 1 Box 1-H Post Falls, Idaho 83854 the grantees; the following described premises, in Kootenai County Idaho, to wit:

PARCEL 8:

That portion of the Southeast Quarter of Section 28, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at the South Quarter corner of said Section 28; thence North 88°49'08" East along the South line of said Section 28, a distance of 478.34 feet; thence North 19°08'46" East, 599.43 feet to the Southerly right of way line of the Spokane International Railroad; thence South 61°32'52" West along said right of way line, 765.05 feet to the West line of the Southeast Quarter of said Section 28; thence South along said West line, 191.93 feet to the POINT OF BEGINNING.

No mobile homes and limited to one single family dwelling with appropriate outbuildings per 5 acre parcel.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee that they are the owners in fee simple of said premises; that they are free from all incumbrances except current taxes and easements of record or in view.

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: August 21, 1978

Dorene F. Johnson

Russell B. Johnson

STATE OF IDAHO, COUNTY OF Kootenai On this 21st day of August, 1978 before me, a notary public in and for said State, personally appeared Russell B. Johnson and Dorene F. Johnson

known to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public Residing at ... Idaho Comm. Expires Life

STATE OF IDAHO, COUNTY OF Kootenai I hereby certify that this instrument was filed for record at the request of KOOTENAI COUNTY TITLE CO. at 15 minutes past 2 o'clock p.m., this AUG 21 1978 day of 19, in my office, and duly recorded in Book of Deeds at page

CAROL DEITZ Ex-Officio Recorder By ... Deputy. Fees \$ 100 Mail to:

INSTRUMENT NO



PIONEER NATIONAL  
TITLE INSURANCE

A TICOX COMPANY

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

BOOK 293 PAGE 412

AFTER RECORDING MAIL TO:

Filed and recorded at the request of KOOTENAI COUNTY TITLE CO.

on 215 o'clock P. M. this 18 day of AUG 21 1978, 19

By: [Signature]  
Deputy

Carol Deitz  
Asst. Office Manager  
Kootenai County Title Co.  
P.O. Box 100  
Coeur d'Alene, Idaho 83814

778421

### Deed and Purchaser's Assignment of Real Estate Contract

FORM L-62R

THE GRANTOR MATTHEW T. KING AND JANET F. KING, husband and wife

for value received do hereby convey and quit claim to

ROBERT H. McCOY AND MARGARET A. McCOY, husband and wife, the grantee,  
2307 N. 4th St. Coeur d'Alene Idaho 83814  
the following described real estate, situated in the County of Kootenai

Idaho  
State of ~~Washington~~ including any interest therein which grantor may hereafter acquire:  
That portion of the Southeast one-quarter of Section 28, Township 51,  
North, Range 5 West of the Boise Meridian, Kootenai County, Idaho,  
described as follows:

Commencing at the Southeast corner of said Section 28, thence  
N88°49'08"W along the South line of said Section 28, a distance of  
1272.21 feet to the True Point of Beginning for this description;  
thence continuing along the South line of said Section 28, N88°49'08"W  
a distance of 577.50 feet to a point; thence N19°08'46"E a distance of  
853.62 feet to a point on the Southerly Right of Way of the Spokane  
International Railroad; thence N60°24'27"E, along said Right of Way,  
a distance of 560.21 feet to a point; thence leaving said Right of  
Way, S9°49'49"W a distance of 1111.27 feet to the True Point of  
Beginning, embracing an area of 10.90 acres, more or less.

Except 25 feet along the South side for purposes of County Road right  
of way. No mobile homes and limited to one single family dwelling with  
appropriate outbuildings per 5 acre parcel.

and do hereby assign, transfer and set over to the grantee that certain real  
estate contract dated the 1st day of June, 1973

between ALVIN R. MASSIE AND YOLANDA M. MASSIE, husband and  
as seller and H. A. EVEREST AND RACHEL EVEREST, husband and wife wife  
as purchaser for the sale and purchase of the above described real estate. The grantee hereby assumes and agrees to  
fulfill the conditions of said real estate contract.

Dated this 11th day of August, 1978  
[Signature] (SEAL)  
[Signature] (SEAL)

Idaho  
STATE OF ~~WASHINGTON~~,  
County of Kootenai } ss.

On this day personally appeared before me Matthew T. King and Janet F. King  
to me known to be the individuals described in and who executed the within and foregoing instrument, and  
acknowledged that they signed the same as their free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of August, 1978  
[Signature]  
Notary Public in and for the State of Washington, Idaho  
residing at Coeur d'Alene



PIONEER NATIONAL  
TITLE INSURANCE

A TICO COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

778425

THIS SPACE RESERVED FOR RECORDER'S USE

ROOTENAI COUNTY TITLE CO.

AUG 21 1978

*Lucie Jackson*  
20

### Deed and Purchaser's Assignment of Real Estate Contract

FORM L-62R

THE GRANTOR MATTHEW T. KING AND JANET F. KING, husband and wife  
for value received do hereby convey and quit claim to  
RUSSELL B. JOHNSON AND DORENE F. JOHNSON, the grantee,  
2307 N. 4th St. Coeur d'Alene, Idaho 83814  
the following described real estate, situated in the County of Rootenai  
Idaho

State of ~~Washington~~ including any interest therein which grantor may hereafter acquire:

SEE EXHIBIT "A" ATTACHED.

and do hereby assign, transfer and set over to the grantee that certain real estate contract dated the 1st day of June 1973 between ALVIN R. MASSIE AND YOLANDA M. MASSIE, husband and wife as seller and H. A. EVEREST AND RACHEL EVEREST, husband and wife

as purchaser for the sale and purchase of the above described real estate. The grantee hereby assumes and agrees to fulfill the conditions of said real estate contract.

Dated this 11th day of August, 1978  
*Matthew T. King* (SEAL)  
*Janet F. King* (SEAL)

STATE OF ~~Washington~~ }  
County of Rootenai } ss.

On this day personally appeared before me *Matthew T. King and Janet F. King* and who executed the within and foregoing instrument, and acknowledged that *they* signed the same as *their* free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of August, 1978  
*Thomas [Signature]*  
Notary Public in and for the State of ~~Washington~~, Idaho  
residing at *Coeur d'Alene*



# Kootenai Electric Cooperative, Inc.

"A Consumer Owned Electric Utility"

TELEPHONE 664-9191 ★ 117 COEUR D'ALENE AVE. ★ COEUR D'ALENE, IDAHO 83814

806290

ELECTRIC LINE - RIGHT-OF-WAY EASEMENT

BOOK 299 PAGE 203

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Roy R. Adkisson and Aradath Adkisson

(unmarried) (husband & wife) for a good and

valuable consideration, the receipt whereof is hereby acknowledged, do

hereby grant unto KOOTENAI ELECTRIC COOPERATIVE, INC. a cooperative corporation (hereinafter called the "Cooperative") whose post office address is \_\_\_\_\_, and to its successors

or assigns, the right to enter upon the lands of the undersigned, situated in the County of KOOTENAI, State of IDAHO,

Township 51 N, Range 5 W, Section 5E 2E, and more particularly

described as follows: Beginning at a point on the south line of said SE quarter, point bears N. 85° 49' 08" W, 1587.43' from the SE corner of said Sec. 28; thence N. 46° E. 1036.37' to a point on the southerly right of way line of the Spokane Int'l RR; thence S. 60° 07' 27" W. along said right of way 276.94'; thence S. 19° 08' 46" W. 553.62' to a point on the south line of said SE quarter; thence S. 85° 49' 08" E, along said south line to the point of beginning.

*See page 100*

and to construct, operate and maintain an electric transmission and / or distribution line or system on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Roy R. Adkisson (L.S.)

\_\_\_\_\_ (L.S.)

STATE OF IDAHO )  
County of \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_

known to me to be the person whose name \_\_\_\_\_ he subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ he executed the same.

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

Notary Public for the State of  
\_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_

808253

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
EAST GREENACRES UNIT  
RATHDRUM PRAIRIE PROJECT  
Post Falls, Idaho 83854

BOOK 299 PAGE 543

DONATION EASEMENT DEED

FOR AND IN CONSIDERATION of benefits to be derived by the Grantors from having a domestic and/or irrigation water turnout on the Project facilities owned by the Grantee in the East Greenacres Unit, Rathdrum Prairie Project, Idaho, the undersigned,

Roy R. Adkisson

do hereby DONATE, GRANT, and CONVEY to THE UNITED STATES OF AMERICA, its successors and assigns, a perpetual right-of-way and easement for it or them or their contractors to enter upon, survey, construct, reconstruct, operate, inspect, maintain, and remove a water pipeline turnout and appurtenances upon the following described property which is situated in Kootenai County, State of Idaho, together with the right of ingress and egress thereto, to-wit:

A piece of ground 20' in all directions from the centerline of the turnout pipe and appurtenances and located in: SEE ATTACHED

The grant of easement herein contained is subject to presently used rights-of-way for canals, ditches, flumes, pipelines, railroads, highways, roads, telephone, telegraph, and power transmission lines created in favor of the public or public utilities.

The above-described real estate is being acquired by the United States through the East Greenacres Irrigation District, for the Bureau of Reclamation, Department of the Interior.

IN WITNESS WHEREOF, THE Grantors above named have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 197\_\_.

*Roy R. Adkisson*

STATE OF IDAHO }  
County of KOOTENAI } ss.

On this day personally appeared before me *ROY R. Adkisson*

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

Given under my hand and official seal, this *19th* day of *MAY* 197*9*.

(SEAL)



*Kathleen A. Edwards*  
Notary Public in and for the  
State of IDAHO  
Residing at RATHDRUM

My commission expires:

*E. Adams*  
*Nancy*  
*Adkisson*  
JUN 8 1979  
P.O. Box 896, Post Falls, Idaho  
2:45

Roy R. Adkisson

A portion of the Southeast Quarter of Section 28, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at a point on the South line of said Southeast Quarter, which point bears North  $88^{\circ}49'08''$  West, 1587.93 feet from the Southeast corner of said Section 28; thence, North  $19^{\circ}08'46''$  East, 1056.37 feet to a point on the Southerly right of way line of the Spokane International Railroad; thence, South  $60^{\circ}27'27''$  West, along said right of way 376.94 feet; thence, South  $19^{\circ}08'46''$  West, 853.62 feet to a point on the South line of said Southeast Quarter; thence, South  $88^{\circ}49'08''$  East, along said South line 261.33 feet to the POINT OF BEGINNING.



1386976

ENCROACHMENT AGREEMENT

When Recorded Please Return To:  
CONOCO INC.  
Real Property Administration  
P. O. Box 1267  
Ponca City, OK 74603

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, YELLOWSTONE PIPE LINE COMPANY (YPL), a Delaware corporation with offices located in Ponca City, Oklahoma (Attn: Manager RPA, P.O. Box 1267, Ponca City, OK 74602-1267), is the present owner of a right of way easement (right of way), crossing over the land of Patrick R. Maher, the undersigned (Landowner); and

WHEREAS, said right of way was acquired by that certain grant to YPL dated October 20, 1953 and recorded December 22, 1953, as Entry No. 278422 in Book 157, Page 62, of Official Records in Kootenai County, Idaho and affects the title to the following described property now vested in the Landowner;

South ½ of the Southeast ¼, Section 28, Township 51 North, Range 5 West, Kootenai County, Idaho; and

WHEREAS, said right of way provides that no structure or improvement may be erected upon or made on the surface of said right of way; and

WHEREAS, Landowner has requested that a certain encroachment (such construction) be permitted upon and across said right of way which encroachment is described as follows:

A 30-foot by 40-foot shop building to be constructed a minimum of 18 feet from the YPL 10-inch mainline.

NOW, THEREFORE, notwithstanding any of the provisions contained in said right of way which prohibits such construction, YPL hereby consents and agrees, insofar as YPL has the lawful right so to do, to the continued existence of such construction partly within the right of way area, subject to the following terms and conditions:

1. It is understood and agreed that, except as specifically permitted herein, Landowner shall not erect, construct or create any building, house, improvement, structure, or obstruction of any kind within said right of way area, or cause or permit such work or said acts to be done by others. The Landowner shall assume, indemnify, defend, and save harmless YPL, its successors and assigns, and its parent company, from any and all cost, loss, damage, expense or claim of any

28630

1386976

kind or nature whatsoever arising from any act of Landowner in connection with such construction or from the continued existence of such construction permitted hereunder.

- 2. If YPL deems it necessary to remove any portion of such construction to gain access to its pipelines for repair, maintenance, or for any other purpose whatsoever, or in exercising any rights granted to it by the right of way, YPL may remove same, and after YPL has completed the work, Landowner agrees to perform any replacement necessary at their sole cost and expense. YPL shall not be responsible or liable to Landowner for any damage caused by such construction in the performance of the work done by YPL.
- 3. Landowner shall pay for any and all damages to YPL's pipeline or pipelines and shall hold YPL harmless and defend YPL from and against any and all loss or liability resulting from injury to or death of any person or persons, including Landowner, or damage to any property of any person, including Landowner's property, where such damage, injury or death result from Landowner's use of said right of way area of such construction.
- 4. It is understood and agreed that the above-described right of way shall remain in full force and effect except as set forth herein.
- 5. This Encroachment Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

Executed this 10th day of Sept, 19 93.

WITNESS

James F. Franchini

LANDOWNER

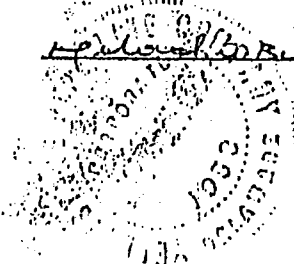
By: Patrick R. Maher

Printed Name: PATRICK R. MAHER

Title: Owner

ATTEST

William M. Hicks



YELLOWSTONE PIPE LINE COMPANY

By: W M Hicks HS

Printed Name: W M HICKS

Title: PRESIDENT







100 Wallace Avenue  
Coeur d'Alene, ID 83814

ELECTRONICALLY RECORDED-DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT

JIM BRANNON 1 P 2445390000  
KOOTENAI COUNTY RECORDER  
JAJ 2/5/2014 10:36 AM  
REQ OF PIONEER TITLE KOOTENAI  
COUNTY  
RECORDING FEE: \$10.00 DD  
Electronically Recorded

File No. 545794

WARRANTY DEED

For Value Received

Mark Ralph Smith an unmarried man

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

William C. Hathaway and Ute E. Hathaway, husband and wife

hereinafter referred to as Grantee, whose current address is 1421 West Poleline Avenue Post Falls, ID 83854

The following described premises, to-wit:

Lot 1, Block 1, Mica Acres, according to the plat thereof, filed in Book F of Plats at page(s) 60, records of Kootenai County, Idaho.

SUBJECT TO that certain Deed of Trust dated May 16, 2005 and recorded  
ay 26, 2005, as Instrument No. 1952553, records of Kootenai County, ID.

Buyer Initials WCH UEH

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

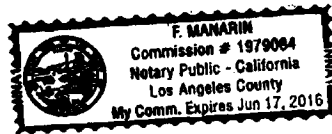
Dated: January 31, 2014

Mark Ralph Smith  
Mark Ralph Smith

State of CA, County of LOS ANGELES

On this 1 day of FEBRUARY in the year of 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Ralph Smith known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

F. Manarin  
Residing at: EAST N. MILLS AVE. CLAREMONT, CA - 91711  
Commission Expires: JUNE 17, 2016





100 Wallace Avenue/ Coeur d Alene, Idaho

Order No. 134782

DANIEL J. ENGLISH IP I 2242625000
KOOTENAI CO. RECORDER Page 1 of 1
AAA Date 11/23/2009 Time 12:04:32
REC-REQ OF PIONEER TITLE COMPANY
RECORDING FEE: 3.00
2242625000 DD 2

WARRANTY DEED

For Value Received

Raymond L. Dyck, a single man who shown of record as Ray L. Dyck

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Brett E. Hargrave and Kimberly J. Hargrave, husband and wife

hereinafter referred to as Grantee, whose current address is

1349 W. Poleline Avenue, Post Falls, ID 83854

the following described premises, to-wit:

Lot 2, Block 1, MICA ACRES, according to the plat recorded in the office of the County Recorder in Book "F" of Plats at Page 60, records of Kootenai County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: November 23, 2009

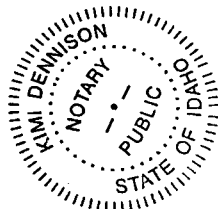
Raymond L. Dyck by
By: Nancy Gail Schoonmaker POA
Raymond L. Dyck, by
Nancy Gail Schoonmaker, Power of Attorney

STATE OF IDAHO

ss.

COUNTY OF KOOTENAI

On this 24th day of November, in the year of 2009, before me, the undersigned, a Notary Public, personally appeared Nancy Gail Schoonmaker, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Raymond L. Dyck and acknowledged to me that he/she/they subscribed the name(s) of Raymond L. Dyck thereto as principal, and his/her/their own name as attorney in fact.



Kimi Dennison
Kimi Dennison
Notary Public of Idaho
Residing at Rathdrum
Commission expires: September 2, 2015

Tax Record

DATA AS OF: 4/26/2022 1:53:56 AM PDT

PIN Number 053200010010	Alternate ID 117946	Tax Roll Real Property
----------------------------	------------------------	---------------------------

<b>Current Owner</b> HATHAWAY WILLIAM C 1421 W POLELINE AVE POST FALLS ID 83854	<b>Owner Information Owner of Record</b> HATHAWAY WILLIAM C	<b>Lender</b>
--	--	---------------

<b>SITUS</b> 1421 W POLELINE AVE <b>LEGAL DESCRIPTION</b> MICA ACRES, LT 1 BLK 1	<b>Location / Description TAG</b> 073000
---	---

<b>TaxYear: 2021</b>	<b>Bill Number: 220750</b>	<b>Tax Bill ID: 2888207</b>
Installment		
<b>Period</b> Inst 2	<b>Due Date</b> 6/20/2022	<b>Tax</b> \$1,003.30
		<b>Penalty/Fee</b> \$0.00
		<b>Interest</b> \$0.00
		<b>Total Due</b> \$1,003.30
		<b>Current Year</b> \$1,003.30
		<b>Prior Year Taxes Due</b>

NO DELINQUENT TAXES

Year / Bill Number 2021 / 220750 ▾

Authority	Assessment Information			Gross	Credits	Savings	Net Tax
	Exempt	Taxable	Rate				
<b>1-KOOTENAI CO</b>							
PARKS & REC	125,000	300,613	0.00001535	4.61	0.00	1.92	4.61
LIABILITY INSURANCE	125,000	300,613	0.000028875	8.68	0.00	3.61	8.68
COUNTY FAIR	125,000	300,613	0.000004502	1.35	0.00	0.56	1.35
HISTORICAL SOCIETY	125,000	300,613	0.000000822	0.25	0.00	0.10	0.25
DISTRICT COURT	125,000	300,613	0.000228862	68.80	0.00	28.61	68.80
AIRPORT	125,000	300,613	0.000004915	1.48	0.00	0.61	1.48
CURRENT EXPENSE	125,000	300,613	0.000243433	73.18	0.00	30.43	73.18
HEALTH UNIT	125,000	300,613	0.000029414	8.84	0.00	3.68	8.84
NOXIOUS WEEDS	125,000	300,613	0.000013037	3.92	0.00	1.63	3.92
JUSTICE FUND	125,000	300,613	0.001305439	392.43	0.00	163.18	392.43
REVALUATION	125,000	300,613	0.000113459	34.11	0.00	14.18	34.11
INDIGENT	125,000	300,613	0	0.00	0.00	0.00	0.00
<b>225-PF HIGHWAY #1</b>							
HD#1-POST FALLS-TORT	125,000	300,613	0.000005347	1.61	0.00	0.67	1.61
HD#1-POST FALLS-M&O	125,000	300,613	0.000085368	25.66	0.00	10.67	25.66
HD#1-POST FALLS-SPECIAL BRIDGE	125,000	300,613	0.000257824	77.51	0.00	32.23	77.51
<b>255-KC FIRE &amp; RESCUE</b>							
KOOTENAI CO FIRE & RESCUE	125,000	300,613	0.001618203	486.45	0.00	202.28	486.45
<b>271-COMM LIBRARY NET J</b>							
KOOTENAI CONSOLIDATED LIBRARY	125,000	300,613	0.000236	70.94	0.00	29.50	70.94
<b>272-COMM LIB NET-BOND J</b>							
KOOTENAI CONSOLIDATED LIBRARY	125,000	300,613	0.000016617	5.00	0.00	2.08	5.00
<b>351-N ID COLLEGE</b>							
NORTH IDAHO COLLEGE	125,000	300,613	0.000649505	195.25	0.00	81.19	195.25
<b>354-KOOTENAI-EMS</b>							
KOOTENAI CO EMS 47173	125,000	300,613	0.000115613	34.75	0.00	14.45	34.75
<b>457-SOLID WASTE-S/A</b>							

SOLID WASTE FEES	0	1	88	88.00	0.00	0.00	88.00
<b>232-SCHOOL DIST #273-BOND</b>							
SCHOOL DIST #273-POST FALLS	125,000	300,613	0.000521095	156.65	0.00	65.14	156.65
<b>232-SCHOOL DIST#273-OTHER</b>							
SCHOOL DIST #273-POST FALLS	125,000	300,613	0.000014919	4.48	0.00	1.86	4.48
<b>232-SCHOOL DIST #273-SUPP</b>							
SCHOOL DIST #273-POST FALLS SUPP	125,000	300,613	0.00085461	256.91	0.00	106.83	256.91
<b>490-S/A-Aquifer Prot District</b>							
Aquifer Protection District	0	6	1	5.74	0.00	0.00	5.74
						<b>Total Net Tax</b>	<b>2,006.60</b>

Payment Information

Last Paid	Tax Year	Amount Paid	Receipt Number
12/14/2021	2021	\$1,003.30	B21.11173
<b>By Whom</b> Corelogic			
6/15/2021	2020	\$927.38	B20.39315
<b>By Whom</b> Corelogic			
12/14/2020	2020	\$927.39	U20.11321
<b>By Whom</b> PLATINUM HOME MORTGAGE			
11/26/2019	2019	\$1,777.12	U19.6824
<b>By Whom</b> PIONEER TITLE-LONG TERM ESCROW			
12/20/2018	2018	\$1,725.84	U18.15396
<b>By Whom</b> PIONEER TITLE Co			
11/22/2017	2017	\$1,725.32	U17.4504
<b>By Whom</b> PIONEER TITLE- LONG TERM ESCROW			
12/20/2016	2016	\$1,482.48	U16.14145
<b>By Whom</b> Pioneer Title-Long Term Escrow			



**Parcel**

<b>Parcel Number</b>	<b>AIN</b>	<b>Situs Address</b>	<b>Data as of</b>
053200010010	117946	1421 W POLELINE AVE, POST FALLS	4/23/2022

Owner Information

<b>Owner Name</b>	HATHAWAY WILLIAM C HATHAWAY UTE E
<b>Owner Address</b>	1421 W POLELINE AVE POST FALLS ID 83854
<b>Transfer Date</b>	01/01/2014
<b>Document #</b>	
<b>Deed Book/Page</b>	

Location / Description

<b>Tax Authority Group</b>	073000	<b>Current Legal Desc.</b>	MICA ACRES, LT 1 BLK 1 28 51N 05W
<b>Situs Address</b>	1421 W POLELINE AVE, POST FALLS		
<b>Acreage</b>	4.3270		

Parcel Type

<b>Property Class Code</b>	537- Imp res rural sub
<b>Neighborhood Code</b>	2023 CENTRAL PRAIRIE-WEST

Assessment Information

<b>Appraisal Date</b>	07-13-2021	<b>Current Year</b>	2021	<b>Prior Year</b>	2020
<b>Market Value Land</b>	\$214,753	<b>Homeowners Eligible Amt Land</b>	\$175,500	<b>Homeowners Eligible Amt Land</b>	\$148,500
<b>Market Value Improvement</b>	\$210,860	<b>Homeowners Eligible Amt Imp</b>	\$210,860	<b>Homeowners Eligible Amt Imp</b>	\$172,350
<b>Total Market Value</b>	\$425,613	<b>Sum Homeowners Eligible Amt</b>	\$386,360	<b>Sum Homeowners Eligible Amt</b>	\$320,850
		<b>Homeowners Exemption Allowed</b>	\$125,000	<b>Homeowners Exemption Allowed</b>	\$100,000
<b>Acreage</b>	4.3270	<b>Total Market Value</b>	\$425,613	<b>Total Market Value</b>	\$347,019
		<b>Homeowners Exemption Allowed</b>	\$125,000	<b>Homeowners Exemption</b>	\$100,000
		<b>Ag/Timber Exemption</b>	\$0	<b>Ag/Timber Exemption</b>	\$0
		<b>Other Exemptions</b>	\$0	<b>Other Exemptions</b>	\$0
		<b>Net Taxable Value</b>	\$300,613	<b>Net Taxable Value</b>	\$247,019

Tax Record

DATA AS OF: 4/26/2022 1:53:56 AM PDT

PIN Number	Alternate ID	Tax Roll
053200010020	135076	Real Property

<b>Current Owner</b>	<b>Owner Information</b>	<b>Lender</b>
HARGRAVE BRETT E 57 TWIN OAKS LN TOOELE UT 84074-9645	<b>Owner of Record</b> HARGRAVE BRETT E	

<b>SITUS</b> 1349 W POLELINE AVE <b>LEGAL DESCRIPTION</b> MICA ACRES, LT 2 BLK 1	<b>Location / Description</b> <b>TAG</b> 073000
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TaxYear: 2021      Bill Number: 221176      Tax Bill ID: 2888208

		Installment			Total Due
Period	Due Date	Tax	Penalty/Fee	Interest	
Inst 1	12/20/2021	\$1,497.03	\$29.94	\$58.23	\$1,585.20
Inst 2	6/20/2022	\$1,497.02	\$0.00	\$0.00	\$1,497.02
				<b>Current Year</b>	<b>\$3,082.22</b>
Prior Year Taxes Due					

NO DELINQUENT TAXES

Year / Bill Number 2021 / 221176 v

Assessment Information

Authority	Exempt	Taxable	Rate	Gross	Credits	Savings	Net Tax
<b>1-KOOTENAI CO</b>							
HEALTH UNIT	0	455,794	0.000029414	13.41	0.00	0.00	13.41
PARKS & REC	0	455,794	0.00001535	7.00	0.00	0.00	7.00
LIABILITY INSURANCE	0	455,794	0.000028875	13.16	0.00	0.00	13.16
CURRENT EXPENSE	0	455,794	0.000243433	110.96	0.00	0.00	110.96
DISTRICT COURT	0	455,794	0.000228862	104.31	0.00	0.00	104.31
AIRPORT	0	455,794	0.000004915	2.24	0.00	0.00	2.24
COUNTY FAIR	0	455,794	0.000004502	2.05	0.00	0.00	2.05
HISTORICAL SOCIETY	0	455,794	0.000000822	0.37	0.00	0.00	0.37
NOXIOUS WEEDS	0	455,794	0.000013037	5.94	0.00	0.00	5.94
JUSTICE FUND	0	455,794	0.001305439	595.01	0.00	0.00	595.01
REVALUATION	0	455,794	0.000113459	51.71	0.00	0.00	51.71
INDIGENT	0	455,794	0	0.00	0.00	0.00	0.00
<b>225-PF HIGHWAY #1</b>							
HD#1-POST FALLS-M&O	0	455,794	0.000085368	38.91	0.00	0.00	38.91
HD#1-POST FALLS-SPECIAL BRIDGE	0	455,794	0.000257824	117.51	0.00	0.00	117.51
HD#1-POST FALLS-TORT	0	455,794	0.000005347	2.44	0.00	0.00	2.44
<b>255-KC FIRE &amp; RESCUE</b>							
KOOTENAI CO FIRE & RESCUE	0	455,794	0.001618203	737.57	0.00	0.00	737.57
<b>271-COMM LIBRARY NET J</b>							
KOOTENAI CONSOLIDATED LIBRARY	0	455,794	0.000236	107.57	0.00	0.00	107.57
<b>272-COMM LIB NET-BOND J</b>							
KOOTENAI CONSOLIDATED LIBRARY	0	455,794	0.000016617	7.57	0.00	0.00	7.57
<b>351-N ID COLLEGE</b>							
NORTH IDAHO COLLEGE	0	455,794	0.000649505	296.04	0.00	0.00	296.04
<b>354-KOOTENAI-EMS</b>							
KOOTENAI CO EMS 47173	0	455,794	0.000115613	52.70	0.00	0.00	52.70

<b>457-SOLID WASTE-S/A</b>								
SOLID WASTE FEES	0	1	88	88.00	0.00	0.00	88.00	
<b>232-SCHOOL DIST #273-BOND</b>								
SCHOOL DIST #273-POST FALLS	0	455,794	0.000521095	237.51	0.00	0.00	237.51	
<b>232-SCHOOL DIST#273-OTHER</b>								
SCHOOL DIST #273-POST FALLS	0	455,794	0.000014919	6.80	0.00	0.00	6.80	
<b>232-SCHOOL DIST #273-SUPP</b>								
SCHOOL DIST #273-POST FALLS SUPP	0	455,794	0.00085461	389.53	0.00	0.00	389.53	
<b>490-S/A-Aquifer Prot District</b>								
Aquifer Protection District	0	6	1	5.74	0.00	0.00	5.74	
							<b>Total Net Tax</b>	<b>2,994.05</b>

Payment Information

Last Paid	Tax Year	Amount Paid	Receipt Number
12/8/2020	2019	\$1,326.31	B20.18937
<b>By Whom</b>	NORTH IDAHO ADVANCEMENT FUND LLC		
12/8/2020	2020	\$2,356.62	B20.18937
<b>By Whom</b>	NORTH IDAHO ADVANCEMENT FUND LLC		
12/20/2019	2019	\$1,168.53	B19.14011
<b>By Whom</b>	Corelogic		
6/20/2019	2018	\$1,169.06	B18.26081
<b>By Whom</b>	Corelogic		
12/20/2018	2018	\$1,169.06	B18.6048
<b>By Whom</b>	Corelogic		
9/10/2018	2017	\$2.74	U17.48956
<b>By Whom</b>	HOMEBRIDGE FINANCIAL SERVICES, INC.		
5/21/2018	2016	\$345.23	U17.31823
<b>By Whom</b>	Homebridge Financial Svc Inc		
5/21/2018	2017	\$2,440.38	U17.31823
<b>By Whom</b>	Homebridge Financial Svc Inc		
12/20/2017	2016	\$711.74	B17.24202
<b>By Whom</b>	Lerela LLC		
6/20/2017	2016	\$606.13	B17.24198
<b>By Whom</b>	WELLS FARGO		
12/20/2016	2016	\$606.14	B17.24197
<b>By Whom</b>	WELLS FARGO		

*Parcel*

<b>Parcel Number</b> 053200010020	<b>AIN</b> 135076	<b>Situs Address</b> 1349 W POLELINE AVE, POST FALLS	<b>Data as of</b> 4/23/2022
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Owner Information

<b>Owner Name</b>	HARGRAVE BRETT E HARGRAVE KIMBERLY J
<b>Owner Address</b>	57 TWIN OAKS LN TOOELE UT 84074-9645
<b>Transfer Date</b>	11/25/2009
<b>Document #</b>	
<b>Deed Book/Page</b>	

Location / Description

<b>Tax Authority Group</b>	073000	<b>Current Legal Desc.</b>	MICA ACRES, LT 2 BLK 1 28 51N 05W
<b>Situs Address</b>	1349 W POLELINE AVE, POST FALLS		
<b>Acreage</b>	5.3034		

Parcel Type

<b>Property Class Code</b>	537- Imp res rural sub
<b>Neighborhood Code</b>	2023 CENTRAL PRAIRIE-WEST

Assessment Information

		<b>Current Year</b>	2021	<b>Prior Year</b>	2020
<b>Appraisal Date</b>	07-13-2021				
<b>Market Value Land</b>	\$273,114	<b>Homeowners Eligible Amt Land</b>	\$0	<b>Homeowners Eligible Amt Land</b>	\$0
<b>Market Value Improvement</b>	\$182,680	<b>Homeowners Eligible Amt Imp</b>	\$0	<b>Homeowners Eligible Amt Imp</b>	\$0
<b>Total Market Value</b>	\$455,794	<b>Sum Homeowners Eligible Amt</b>	\$0	<b>Sum Homeowners Eligible Amt</b>	\$0
		<b>Homeowners Exemption Allowed</b>	\$0	<b>Homeowners Exemption Allowed</b>	\$0
<b>Acreage</b>	5.3034	<b>Total Market Value</b>	\$455,794	<b>Total Market Value</b>	\$317,416
		<b>Homeowners Exemption Allowed</b>	\$0	<b>Homeowners Exemption</b>	\$0
		<b>Ag/Timber Exemption</b>	\$0	<b>Ag/Timber Exemption</b>	\$0
		<b>Other Exemptions</b>	\$0	<b>Other Exemptions</b>	\$0
		<b>Net Taxable Value</b>	\$455,794	<b>Net Taxable Value</b>	\$317,416

## Hargrave-Hathaway Annexation and Subdivision

### Open Space Summary

The proposed subdivision provides a minimum of 7% (29,272 square feet) of centrally located and dispersed open space designated for recreational use by the subdivision and surrounding community.

Phase I open space is approximately 5,335 square feet and is located on the corner of Private Road C and Miss Hana Ave. This space is centrally located to phase one homes off of Private Road B and C. The intent for this space is to serve as either a community garden, dog park, or play structure for children. This area provides ten parking spaces and is connected via sidewalk to both the Hargrave-Hathaway subdivision and the Black Stallion subdivision to the east.

Phase II open space consists of a “u” shaped common area located south of Miss Hana Ave and north of the commercial space. This space is central to the entire subdivision and collectively equals approximately 11,996 square feet. It is accessible through the commercial space and by foot on the interconnecting subdivision sidewalks and will have a meandering sidewalk (as shown on the open space map) . The intent for this green space is to serve as either a garden, natural area, play structure for children, or a pet area.





Phase III open space is approximately 13,968 square feet and is located on the northwest side of Miss Hana. This open space borders the railroad to the north and joins the 2 parking spaces off of private road A. The two overflow parking spaces 8 overflow parking spaces to the east. It is more private and would lend nicely to a dog park, picnic benches, or natural area.

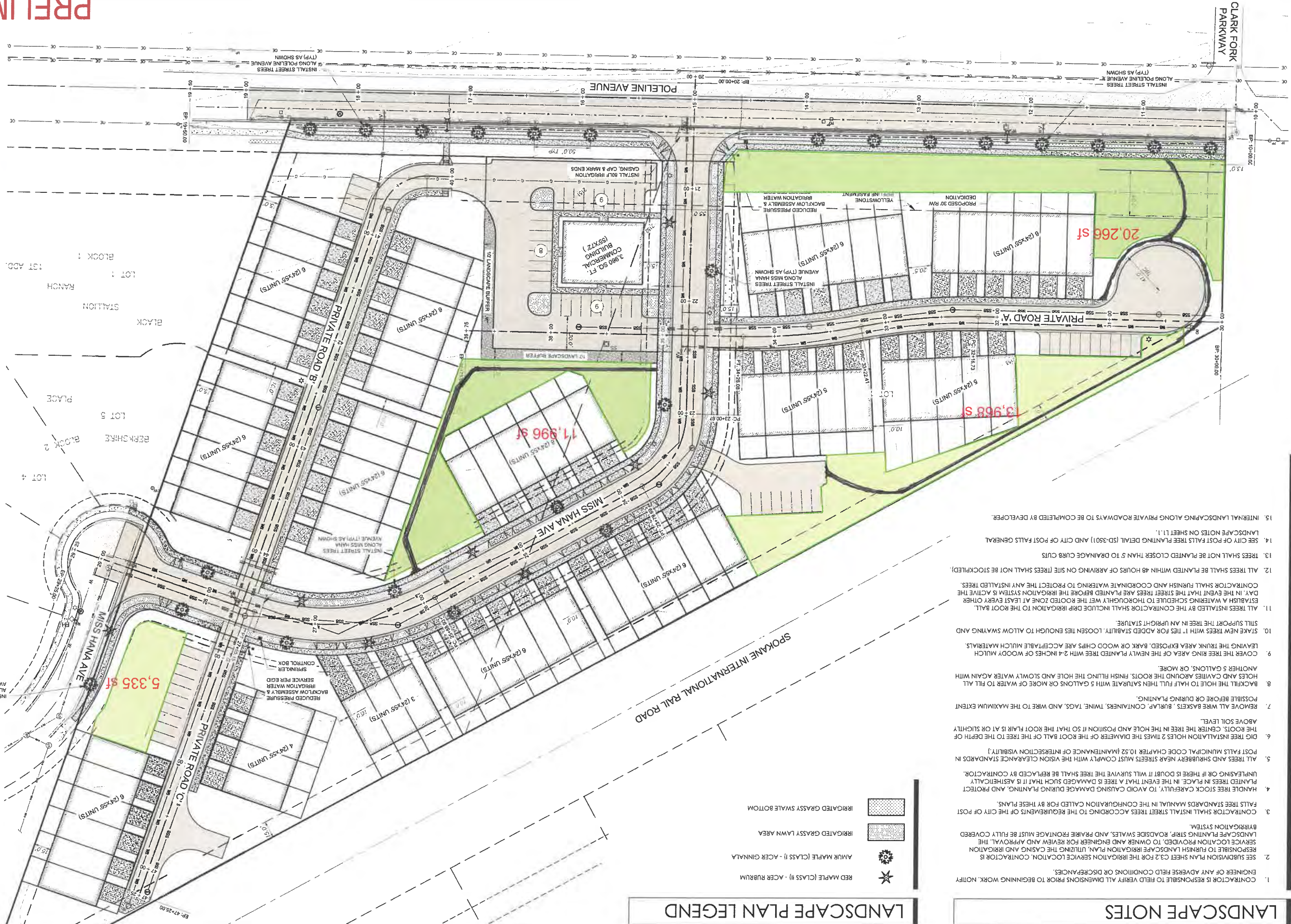
Additionally there will be a large green space provided along the south side of the units on Private Road A and the north side of Poleline Ave. This area is approximately 31 feet deep x over 400 feet and the square footage is approximately 20,266. This area will have a pedestrian connection from the cul de sac at the end of Private Road A and the main sidewalk along Poleline Ave.

### LANDSCAPE NOTES

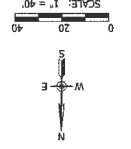
- CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS PRIOR TO BEGINNING WORK. NOTIFY ENGINEER OF ANY ADVERSE FIELD CONDITIONS OR DISCREPANCIES.
- SEE SUBDIVISION PLAN SHEET C3.2 FOR THE IRRIGATION SERVICE LOCATION. CONTRACTOR IS RESPONSIBLE TO FURNISH LANDSCAPE PLAN UTILIZING THE CASING AND IRRIGATION SERVICE LOCATION PROVIDED. TO OWNER AND ENGINEER FOR REVIEW AND APPROVAL. THE LANDSCAPE PLANNING STRIP, ROADSIDE SWALES, AND PRAIRIE FRONTAGE MUST BE FULLY COVERED BY IRRIGATION SYSTEM.
- CONTRACTOR SHALL INSTALL STREET TREES ACCORDING TO THE REQUIREMENTS OF THE CITY OF POST FALLS TREE STANDARDS MANUAL IN THE CONFIGURATION CALLED FOR BY THESE PLANS.
- HANDLE TREE STOCK CAREFULLY. TO AVOID CAUSING DAMAGE DURING PLANTING, AND PROTECT PLANTED TREES IN PLACE. IN THE EVENT THAT A TREE IS DAMAGED SUCH THAT IT IS AESTHETICALLY UNPLEASING OR IF THERE IS DOUBT IT WILL SURVIVE THE TREE SHALL BE REPLACED BY CONTRACTOR.
- ALL TREES AND SHRUBBERY NEAR STREETS MUST COMPLY WITH THE VISION CLEARANCE STANDARDS IN POST FALLS MUNICIPAL CODE CHAPTER 10.52 (MAINTENANCE OF INTERSECTION VISIBILITY).
- DIG TREE INSTALLATION HOLES 2 TIMES THE DIAMETER OF THE ROOT BALL OF THE TREE TO THE DEPTH OF THE ROOTS. CENTER THE TREE IN THE HOLE AND POSITION IT SO THAT THE ROOT FLAIR IS AT OR SLIGHTLY ABOVE SOIL LEVEL.
- REMOVE ALL WIRE BASKETS, BURLAP, CONTAINERS, TWINE, TAGS, AND WIRE TO THE MAXIMUM EXTENT POSSIBLE BEFORE OR DURING PLANTING.
- BACKFILL THE HOLE TO HALF FULL THEN SATURATE WITH 5 GALLONS OR MORE OF WATER TO FILL HOLES AND CAVITIES AROUND THE ROOTS. FINISH FILLING THE HOLE AND SLOWLY WATER AGAIN WITH ANOTHER 5 GALLONS, OR MORE.
- COVER THE TREE RING AREA OF THE NEWLY PLANTED TREE WITH 2-4 INCHES OF WOODY MULCH LEAVING THE TRUNK AREA EXPOSED. BARK OR WOOD CHIPS ARE ACCEPTABLE MULCH MATERIALS.
- STAKE NEW TREES WITH 1" TIERS FOR ADDED STABILITY. LOOSEN TIES ENOUGH TO ALLOW SWAYING AND STILL SUPPORT THE TREE IN AN UPRIGHT STATURE.
- ALL TREES INSTALLED BY THE CONTRACTOR SHALL INCLUDE DRIP IRRIGATION TO THE ROOT BALL. ESTABLISH A WATERING SCHEDULE TO THOROUGHLY WET THE ROOTED ZONE AT LEAST EVERY OTHER DAY. IN THE EVENT THAT THE TREES ARE PLANTED BEFORE THE IRRIGATION SYSTEM IS ACTIVE THE CONTRACTOR SHALL FURNISH AND COORDINATE WATERING TO PROTECT THE ANY INSTALLED TREES.
- ALL TREES SHALL BE PLANTED WITHIN 48 HOURS OF ARRIVING ON SITE (TREES SHALL NOT BE STOCKPILED).
- TREES SHALL NOT BE PLANTED CLOSER THAN 5 TO DRAINAGE CURB CUTS
- SEE CITY OF POST FALLS TREE PLANTING DETAIL (SD-3501) AND CITY OF POST FALLS GENERAL LANDSCAPE NOTES ON SHEET L1.1.
- INTERNAL LANDSCAPING ALONG PRIVATE ROADWAYS TO BE COMPLETED BY DEVELOPER.

### LANDSCAPE PLAN LEGEND

-  RED MAPLE (CLASS II) - ACER RUBRUM
-  AMUR MAPLE (CLASS II) - ACER GINNALA
-  IRRIGATED GRASSY LAWN AREA
-  IRRIGATED GRASSY SWALE BOTTOM



# PRELIMINARY

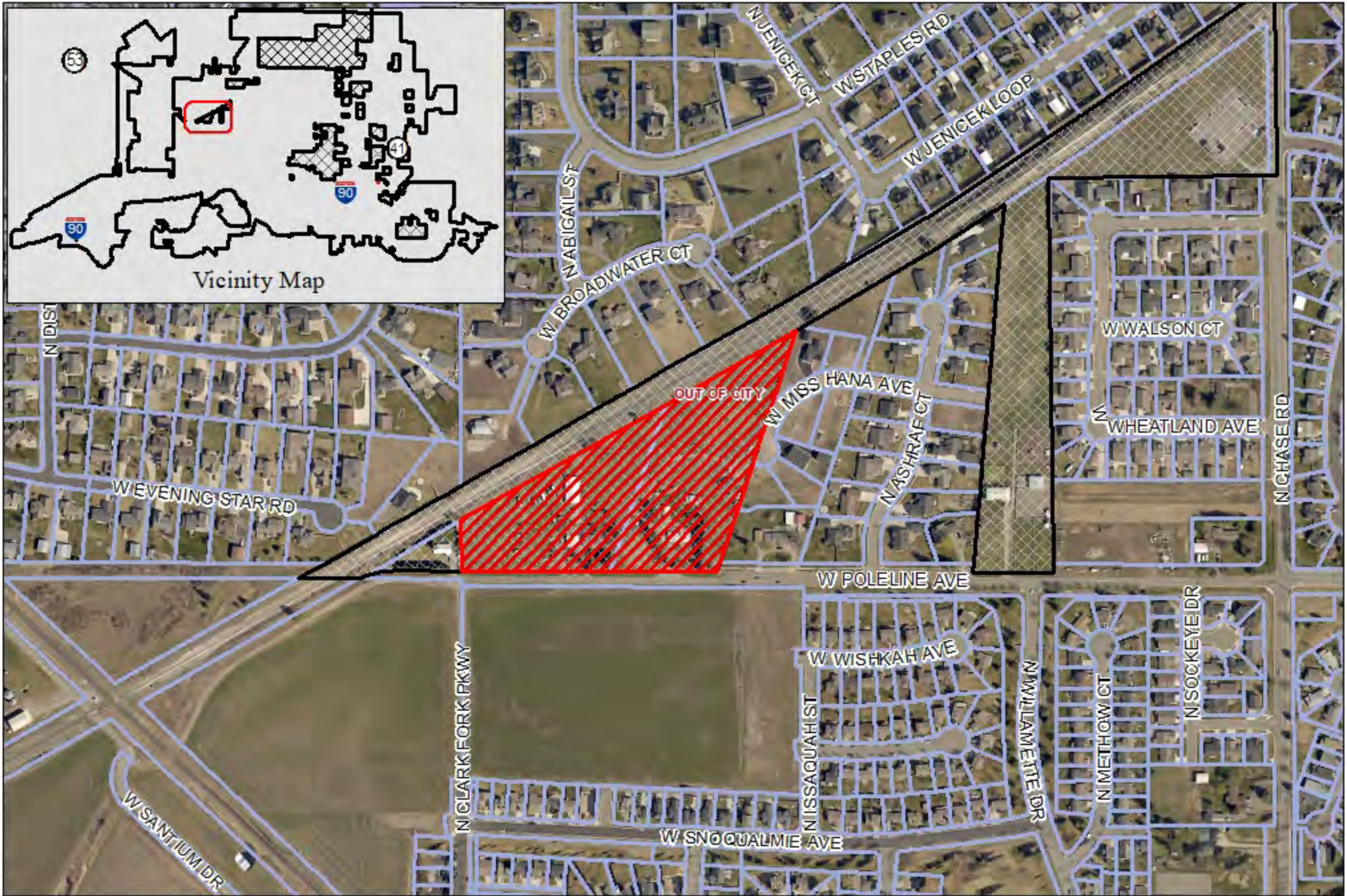
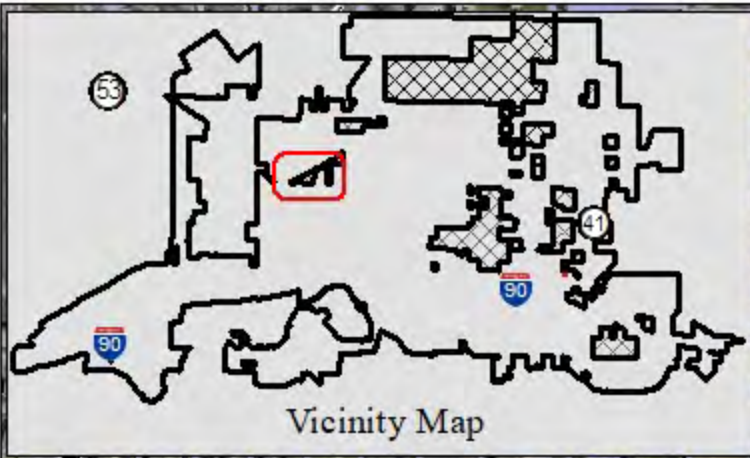


JOB #: 2021-1-53 REVISIONS:  
 SCALE: 1"=40'  
 DATE: 6/28/2022  
 SHEET L1.0

MICA STATION  
 PRELIMINARY SUBDIVISION PLANS  
 LANDSCAPE PLAN  
 KOOTENAI COUNTY, IDAHO

H2 SURVEYING  
 7600 N. MINERAL DR. STE. 900  
 COEUR D'ALENE, IDAHO 83815

KYLE COTTEN  
 CONSULTING  
 2800A EAST SELTICE #323  
 POST FALLS, IDAHO 83854



Project Location  
 HARGRAVE-HATHWAY  
 File # ANNX-22-8





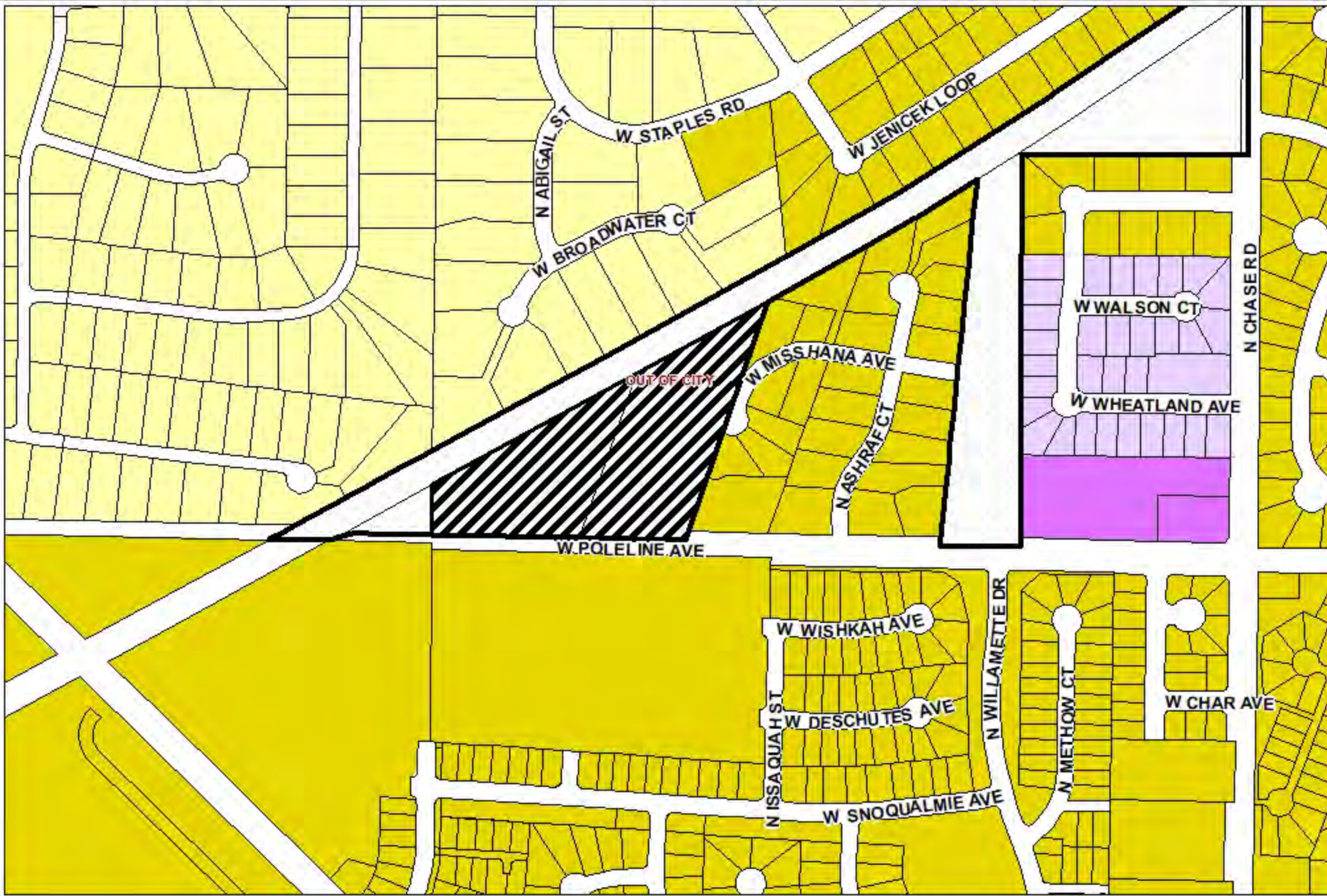
-  Subject Site
-  City Boundary
-  Tax Parcels

Exhibit S-1





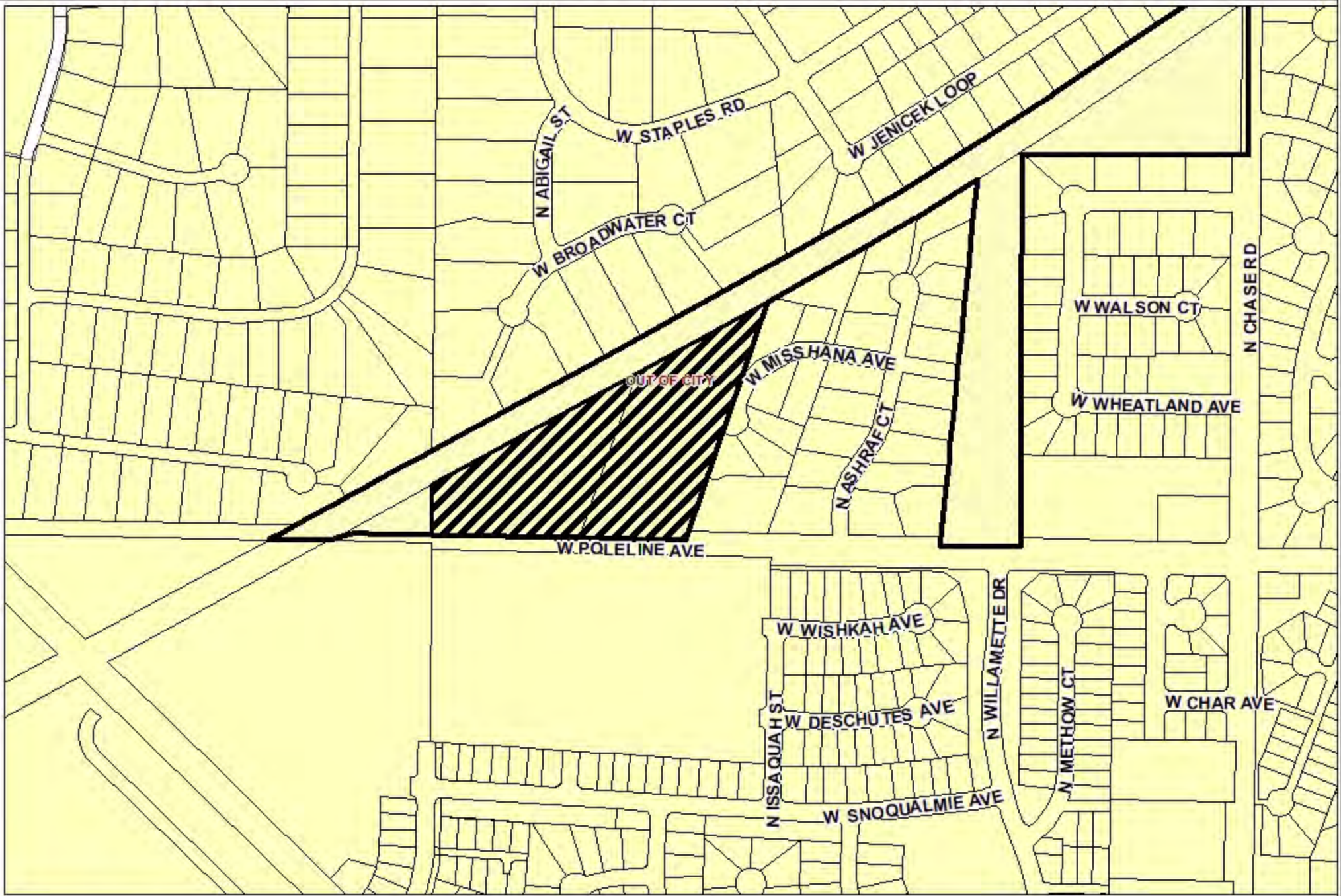
Zoning Map  
 HARGRAVE-HATHWAY  
 File # ANNX-22-8



-  City Boundary
-  Subject Site
-  R-1-S
-  R-1
-  SC3
-  SC4







Future Land Use Designation  
 HARGRAVE-HATHWAY  
 File # ANNX-22-8






-  City Boundary
-  Subject Site
-  Low Density Residential

Exhibit S-3



**ANNEXATION AND ZONING DEVELOPMENT AGREEMENT**  
**Hargrave-Hathaway Annexation**  
**(File No. ANNEX-22-8)**

THIS AGREEMENT is made this [Click or tap to enter a date.](#), 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 William C. Hathaway and Ute E. Hathaway, husband, and wife; Brett E. Hargrave and Kimberly J. Hargrave, husband, and wife. with their principal place of residence at 1421 W Poleline Ave, Post Falls, ID 83854 and 57 Twin Oaks Ln, Tootle, UT 84074.

WHEREAS, **William C. Hathaway and Ute E. Hathaway**, (hereinafter the “Owner”) owns a tract of land (hereinafter 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 description and depiction of the Property is attached hereto as Exhibit “A”; and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to 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 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 generally located north of W. Poleline Ave and directly west of the Berkshire Place Subdivision; west of the intersection at N. Chase Rd and W. Poleline Ave. and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water

lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. 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, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

### ARTICLE III. 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 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, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property 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.
- 3.3. 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 Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.

- 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 easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Poleline Avenue to include utilities, sidewalks, and storm drainage.
- 4.1.2. *By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Poleline Avenue for a total right of way width of 55 feet measured from the Section Line located in Poleline Ave.***
- 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

- 5.1. Site Plan: Owner agrees that the development of the Property will generally conform to the conceptual site plan attached to this Agreement as Exhibit "B", which depicts the general disposition of uses and infrastructure on the Property. The proposed commercial area must not exceed 7.4% of the area defined in Exhibit A. The parties agree that the location of major public infrastructure such as ~~collector and arterial streets~~ **public roadways and sanitary sewer mains** through the Combined Property cannot be relocated in a manner inconsistent with Exhibit "B" without written approval of the City Council evidenced by an amendment to this Agreement. **Final sizing of roadways (public and private) and locations and sizes of public utilities will be determined thru the City's Subdivision process.** The location of private uses may be relocated on the Property to meet market demands provided that the overall development of the site generally complies with Exhibit "B". In the event of a disagreement about whether a proposed use or development project on the Property complies with Exhibit "B", the parties agree to meet and confer regarding the disagreement as contemplated by Section 7.13?.
- 5.2. Multi-family Restrictions: Owner agrees that no multi-family apartment buildings of 3 units or greater in a single structure will be constructed.

#### 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 all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal

costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

- 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.

*[Signature Page Follows]*



**CITY OF POST FALLS**

**William C. Hathaway and Ute E. Hathaway**

By: \_\_\_\_\_  
**Ronald G. Jacobson, Mayor**

By: \_\_\_\_\_  
**William C. Hathaway**

Attest:  
\_\_\_\_\_  
**Shannon Howard, City Clerk**

By: \_\_\_\_\_  
**Ute E. Hathaway**

**Brett E. Hargrave and Kimberly J. Hargrave**

By: \_\_\_\_\_  
**Brett E. Hargrave**

By: \_\_\_\_\_  
**Kimberly J. Hargrave**

**ACKNOWLEDGEMENTS**

STATE OF IDAHO )  
 : ss  
County of Kootenai )

On this \_\_\_\_\_ day of July, 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 \_\_\_\_\_, 20\_\_\_, before me, a Notary for the State of Idaho, personally appeared **William C. Hathaway and Ute E. Hathaway, husband, and wife**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

STATE OF IDAHO            )  
                                      :SS  
County of Kootenai        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary for the State of Idaho, personally appeared **Brett E. Hargrave and Kimberly J. Hargrave, husband, and wife**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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: \_\_\_\_\_



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

July 11<sup>th</sup>, 2022

Amber Blanchette  
Planning Administrative Specialist  
[amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)

Re: Hargrave-Hathaway Annexation File No. ANNX-22-8

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

Respectfully submitted,

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

Mark J. Brantl  
Captain  
Post Falls Police Department



**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](http://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.

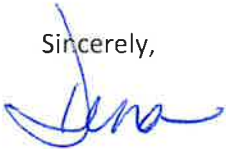
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

***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

# 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

July 11, 2022

Amber Blanchette  
Planning Administrative Specialist  
amberb@postfallsidaho.org

## RE: Notice to Jurisdiction Response

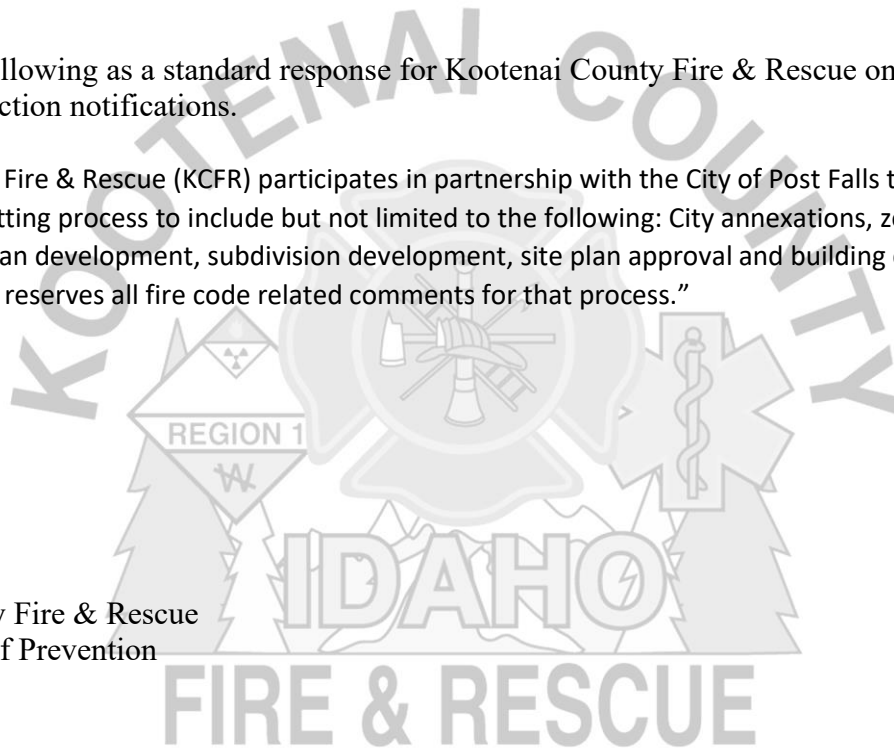
Amber,

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

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**From:** Kristie May <Kristie.May@deq.idaho.gov>  
**Sent:** Monday, July 18, 2022 2:52 PM  
**To:** Amber Blanchette  
**Subject:** RE: Hargrave-Hathaway Annexation File No. ANNX-22-8

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

Good Afternoon,

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

Thank you,  
Kristie

### **Kristie May | Admin Assistant II**

Idaho Department of Environmental Quality  
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814  
Direct: 208.666.4608  
Office Line: 208.769.1422  
[www.deq.idaho.gov](http://www.deq.idaho.gov)

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

**From:** Amber Blanchette <amberb@postfallsidaho.org>  
**Sent:** Friday, July 8, 2022 11:25 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>; Chad Polak <Chad.M.Polak@p66.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>; Jacob Bell <jacob.bell@tdstelecom.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@tracacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk

<Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krono@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:** Hargrave-Hathaway Annexation File No. ANNX-22-8

Good morning,

Attached is the notice to jurisdiction for the named annexation for Planning and Zoning on July 25<sup>th</sup>. The draft staff report will be posted to the city's website shortly.

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338

Email: [amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)



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

---

The City of Post Falls will be changing our domain soon to POSTFALLS.GOV. Be watching for it.

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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.



## Amber Blanchette

---

**From:** Lynn Collett <colletlyn@yahoo.com>  
**Sent:** Wednesday, July 6, 2022 10:07 AM  
**To:** Amber Blanchette  
**Subject:** Fwd: HARGRAVE-HATHAWAY ANNEXATION ANNX-22-8

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**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.

Sent from my iPad

Begin forwarded message:

**From:** Lynn Collett <colletlyn@yahoo.com>  
**Date:** July 5, 2022 at 11:21:10 AM PDT  
**To:** phnotice@postfallsidaho.org  
**Subject:** HARGRAVE-HATHAWAY ANNEXATION ANNX-22-8

To: The Planning and Zoning Commission and Honorable City Council:

My name is Lynn Collett. My husband and I have lived in the beautiful City of Post Falls for 6 years. We have seen the Prairie filling up with a sea of homes and apartments during this time. However sad it is we realize that growth is inevitable. We are not opposed to growth but feel 76 lots on 9.63 acres is excessive and does not compliment the surrounding area. The majority of the lots surrounding the subject property are one home per acre. We have checked with the City over the past few years and were told traditional single family homes would more then likely be built in this this area.

I was told that after the development is complete the owners will be leaving the community and moving to a more rural area which seems typical. After impacting the lives of the people who are invested in this community by affecting our quality of life and property values with this massive development they will be moving on to a more rural area.

We would ask that you would please reconsider this project to something which would be a better fit for our community.

Sincerely,

Lynn and Dave Collett  
2960 N. Radiant Star Road  
Post Falls, ID 83854

Sent from my iPad



07/19/2022

## **PUBLIC COMMENT**

### **Hargrave-Hathaway Annexation**

**File No. ANNX-22-8**

**Exhibit: 4C**

**Applicant: Kimberly Hargrave**

**Location: West of the intersection at Poleline and Chase.**

**Request: To annex approximately 9.63 acres with Residential Mixed (RM) zoning - this will require a Development Agreement.**

**Hearing Date: July 25, 2022**

Questions list:

Name: Tyler Mort

Address: 1340 W. Miss Hana Ave, Post Falls, Idaho 83854

Email: tyler@tamarackmountainhomes.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: Opposed

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: No

Comments: Poleline is a deadend street, not designed to handle the amount of traffic that a high density development requires, infrastructure would need to be implemented, and possibly an alternate route to access McGuire would need to be constructed in order to safely divert traffic away from elementary school zones.

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

Comments: Again, poleline is a dead end street not designed to carry the traffic load.

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

Comments: Much like what is surrounding the proposed property that is up for annexation.

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

Comments:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: No

Comments: From my understanding they are trying to obtain mixed residential zoning. However, from what I have read they are seeking something like 78 twin home lots and 1 commercial lot. Doesn't really fit the bill of mixed residential. Seems to me like they should probably just go for commercial zoning annexation from what I understand as their intentions with the subject property.

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: No

Comments: Essentially commercial zoning in the middle of R-1 and R-1-S zoning. And accessed by streets with minimal infrastructure through multiple elementary school zones.

Subdivision

Please Provide Your Position on the Proposed Subdivision: Opposed

1. Has the subdivision made definite provisions for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed?: No

Comments: I am unsure, I am sure they are planning on using east green acres irrigation.

2. Have adequate provisions been made for a public sewage system and can the existing municipal system accommodate the proposed sewer flows?: No

Comments: The city sewer is near the property. I am unaware if the proper studies have taken place.

3. Are the proposed streets consistent with the transportation element of the comprehensive plan?: No

Comments: Again, dead end road that leads through school zones. Not the right place for a multi family development.

4. Have all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards been identified and are the proposed uses of these areas compatible with such conditions?: No

Comments: Unknown. Native soil.

5. Is the area proposed for subdivision zoned for the proposed use and do the proposed uses conform to other requirements found in the City Code?: No

Comments: According to the Residential mixed zoning, I would say that their intentions do not conform with city code.

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

Comments: He lives in Utah, hard to say how he feels about the community impact.

## Amber Blanchette

---

**From:** Cinda Widman <cindakwidman@outlook.com>  
**Sent:** Tuesday, July 19, 2022 7:02 AM  
**To:** Public Hearing Notice  
**Subject:** FW: File No. ANNX-22-8 (HARGRAVE-HATHAWAY ANNEXATION)

**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.

Corrected email

**From:** [Cinda Widman](#)  
**Sent:** Monday, July 18, 2022 10:03 PM  
**To:** [phnotice@postfalls.org](mailto:phnotice@postfalls.org)  
**Subject:** File No. ANNX-22-8 (HARGRAVE-HATHAWAY ANNEXATION)

Dear Sirs:

What the hell? This residential zoning is not in accordance with Hargrave-Hathaway. I think it is very poor planning. Will cause higher property taxes for home owners. This is improper taking of surrounding property owners. I do not like the growth, I love the small-town feel, this will produce high density, unnecessary traffic and heavy traffic noise. This is not in the best interest of residents. The surrounding developments are premier/high end homes.

1. What is the median income of renters?
2. Will this be New York style town homes?
3. Will there be ENFORCED CC&R's?
4. Safety is a concern for the surrounding neighbors.

This Annexation plan is a tragedy.

Sincerely,  
Cinda K. Widman  
1875 W. Evening Star Rd.  
Post Falls, ID 83854  
208-661-0597

**Amber Blanchette**

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**From:** Kevin O'Neill <kfoneill@gmail.com>  
**Sent:** Tuesday, July 19, 2022 12:01 AM  
**To:** Public Hearing Notice  
**Cc:** Kevin O'Neill  
**Subject:** Opposition to Hargrave/Hathaway Annexation

**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.

Dear Post Falls City Council and Planning and Zoning Commission,

My name is Kevin O'Neill and I am a resident property owner at 1452 W Broadwater Court, Post Falls. I am writing to inform you that I vehemently object to any plan to zone the Hargrave-Hathaway properties located at 1349 & 1421 W Poleline Avenue, Post Falls (Hargrave-Hathaway properties), as an R-3 (High Density Multi-Family Residential) or RM (Residential Mixed) zone.

The owners of the Hargrave-Hathaway properties have informed the Planning Commission that they are "pursuing annexation of the properties with a Residential Mixed (RM) zoning classification to take advantage of an opportunity for neighborhood commercial/office use and High-Density Multi-Family Residential (R3) style development," and propose to build approximately 80 townhouses on less than 10 acres of combined acreage. An R-3 or RM zoning designation for the Hargrave-Hathaway properties would clearly violate the City of Post Falls Comprehensive Plan (Comprehensive Plan) and not be in the "best interests" of the city.

Pursuant to the Post Falls Future Land Use Map (see Figure 2.03 of the Comprehensive Plan), the Planning Commission has designated the entire area surrounding the Hargrave-Hathaway properties as R-1 (low density single-family residential) zoning, and all of the parcels of land that surround the Hargrave-Hathaway properties fall within the R-1 zoning in accordance with the Comprehensive Plan. The Comprehensive Plan also expressly specifies the areas of the city designated for R-3 and RM zoning, and the Hargrave-Hathaway properties are not among them.

Further, designating the Hargrave-Hathaway properties to R3 or RM zoning for purposes of building high-density multi-family townhouses would violate several of the land use and housing goals specified in the Comprehensive Plan.

First, one of the goals specified in the Comprehensive Plan is to "[m]aintain and improve the provision of high-quality, affordable and efficient community services in Post Falls." As the Comprehensive

Plan states: "Some actions have clear and immediate effects on resources. Other actions may be more difficult to associate with fiscal impact, but over time, may profoundly affect the costs of services – and livability of the community. This goal anchors the need for the City of Post Falls to consider the long-term cost implications and benefits of choices including land use... – maintaining efficiency and accountability for the community it serves." The addition of almost 80 townhouses on the Hargrave-Hathaway properties would adversely impact the provision of high-quality, affordable, and efficient community services in the community and pose additional strains on our community's resources, including water and sewer systems, fire and police departments, and our community's schools.

Second, another land use and housing goal specified the Comprehensive Plan is "to [m]aintain and improve Post Falls' small-town scale, charm and aesthetic beauty." This includes retaining "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; ...and direct land use decisions encouraging infill and thoughtful expansion." The addition of almost 80 townhomes on less than 10 acres is not in keeping with "small town charm," nor is the proposed development in "an appropriate area," and would not be considered "thoughtful expansion." A neighborhood of townhomes in the middle of all single-family homes will look incredibly out of place and will not promote the "aesthetic beauty" of Post Falls - this type of development is antithetical to the existing low density single-family residential zoning in the area and would make this part of the city look disorganized and chaotic.

Third, another land use and housing goal specified in the Comprehensive Plan is to "[k]eep Post Falls' neighborhoods safe, vital, and attractive." The addition of almost 80 townhouses on the Hargrave-Hathaway properties would adversely impact the safety and attractiveness of the community through various means, including but not limited to increased vehicular and pedestrian traffic, increased noise levels, and diminished privacy.

Fourth, another land use and housing goal specified in the Comprehensive Plan is to "involve the community of Post Falls in all local government planning and decision-making." As a citizen of Post Falls, I implore you to consider my concerns and those of several other neighboring residents regarding this proposed zoning and development. While this proposal may be financially beneficial to a couple of property developers associated with the Hargrave-Hathaway properties, it would clearly not be in accordance with the Comprehensive Plan and not be in the best interests of the City. As representatives of the City Council and the City's Planning Commission, you have a fiduciary duty to the City and a moral and legal obligation to honor your prior commitments to the Comprehensive Plan, including the land use and housing policies and goals specified therein and the Future Land Use Map. These prior commitments do not allow for the designation of the Hargrave-Hathaway properties as either an R-3 or RM zone.

Lastly, as a property owner and taxpayer who resides in close proximity to the Hargrave-Hathaway properties, a decision to zone these properties as R-3 or RM for purposes of this proposed development will adversely affect the value of my property and result in an improper taking of my property interest. My family and I relied on the zoning designations specified in the Comprehensive Plan in our decision to purchase a property in the beautiful Meadows neighborhood, and a decision

by the Planning Commission to deviate from the Comprehensive Plan and designate the Hargraves-Hathaway properties as R-3 or RM zoning would be a detriment to my family, to our neighborhood, and to the City as a whole.

Thank you for your consideration of this matter. It's our expectation that you will make the right decision, honor your existing commitments to the Comprehensive Plan and the City of Post Falls, and not zone the above-referenced property as R-3 or RM.

Respectfully,

/s/ Kevin F. O'Neill

Kevin F. O'Neill



## Amber Blanchette

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**From:** Jean C. O'Neill <jean.c.oneill@gmail.com>  
**Sent:** Tuesday, July 19, 2022 12:00 AM  
**To:** Public Hearing Notice  
**Subject:** Opposition to Hargrave Hathway Annexation and R-3 Zoning

**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.

Hello, my name is Jean O'Neill and I live at 1452 W. Broadwater Court. I have lived in Post Falls for several years and I am proud to call this town my home. When we were looking to move, we specifically chose Post Falls over neighboring communities because we fell in love with its small town charm and beautiful green spaces and prairies.

In the time we have lived here, we have seen quite a drastic change in our town. What used to be prairie is rapidly being developed. While it is sometimes sad to see the fields disappear, we understand the need for growth, and more housing.

However, as the City of Post Falls own future planning map indicates, there is a right and a wrong way to grow a town. And one of the most glaring wrong ways I have ever seen is going to be happening directly behind our fence line. In less than 10 acres, the plan to build a community of almost 80 townhomes is a shocking and ill-advised proposition. The effect of a community of this size being built in such a small area is only detrimental to this area of Post Falls. There will be increased traffic with the addition of around 150-200 new cars. There will be more spaces in schools needed, strain on the police and fire services, strain on the sewer and water system, and honestly, it will stick out like a sore thumb in an area that is entirely single family homes. A townhome community does not belong aesthetically or fit in with Post Falls' "small town charm" (in violation of the Post Falls comprehensive plan) nor does it make sense in this particular spot - high density zoning makes sense near city centers and major thoroughfares, like Highway 41 or Seltice, not in the middle of single family neighborhoods. It is, frankly, shocking, that you would entertain an idea such as this, with the knowledge that it will upset and offend the residents who are your constituents, decrease their property values, and open up their communities to more crime.

We have had the opportunity to review the City of Post Falls' development plan - a plan made by the City, which dictates that this property sits solidly in an area that is not only surrounded by R-1 zoning on all sides, but is also on the map as a planned for R-1 zone. This proposal to make that piece of land into an R-3 or RM zone is directly in opposition to the plan that your commission created.

So what has changed? Why is there all of a sudden a complete deviation from your plan for the city? You are potentially willing to sacrifice the greater good of the community to increase revenue and line the pockets of a single developer. This is a terrible injustice.

We had the opportunity to review correspondence from the city of Post Falls to the Hargraves. In one e-mail to Jonathan Manley on September 27, 2021, Brett Hargrave himself admits that his plan for his zoning proposal is not in keeping with the original plan for the city. Why is he, a single citizen, a developer, the one recommending to the city how to zone a piece of land? Disturbingly, in another email from Laura Jones, a Post Falls city employee to Brett Hargrave, she encouraged him that he had the opportunity to submit a narrative that, in her words, "is your chance to "sell" your project. It should clearly state how is complying with the comp plan." Why is a staff member giving a developer tips to move his project forward? Post Falls' duty of care should be directed towards its constituents and the greater good of the community; our tax dollars should not be spent on e-mails encouraging developers and giving them tips on how to gain approval.

Even last week at the planning commission meeting, the topic at hand was a proposed change to the ordinance governing annexation and zoning; the new wording took out the specific criteria for zoning change considerations, including a specific reference to the Future Land Use map. The timing of this was suspicious, occurring in advance of three impending annexation and zoning votes. The planning commission also and voted 6-1 to add the word "unmitigated" to the ordinance, again, giving developers the chance to mitigate any adverse impacts or negative affects of their development plans. Why are you so interested in helping developers at the expense of your constituents?

At the end of the day, this is a matter of **integrity**. The City of Post Falls **must** stick to the plan it has made for the city and keep this area as a R-1 zone.

And on a personal note, as a mother of several young children, one of the things that attracted me most to our current property is the privacy we have. It was certainly an unconventional choice to live along a train track, but we felt it was worth it for our children to be able to play carefree in our backyard without other people watching them. If the current plan goes through, we are looking at having several multi-story townhouses along the back of our fenceline. For us, this is the worst case scenario in terms of our family's privacy.

Thank you for your consideration in this matter.

Jean C. O'Neill

## Amber Blanchette

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**From:** Lynn Collett <colletlyn@yahoo.com>  
**Sent:** Monday, July 18, 2022 11:21 PM  
**To:** Amber Blanchette  
**Subject:** Hargrave-Hathaway Annexation

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.

To: The Planning and Zoning Commission and Honorable City Council

My name is Dave Collett. I have lived in Post Falls for 6 years. I was drawn to this City because of its beauty, friendly people and small town country feel. The R-1 zoning in this area has been in place for many years. I feel that a high density project with 76 lots on 9.63 acres would not be appropriate in this location or be in the best interest of the community or City. The traffic on Poleline is already becoming a problem and this many units would add a massive amount of additional congestion.

We are counting on the City Council to please represent us as a community and vote no on this project. I feel a single family housing project consistent with the surrounding area would be a much better fit and falls within the existing goals the City had in place for many years.

Sincerely,

Dave Collett  
2960 N. Radiant Star Road  
Post Falls, ID 83854

Sent from my iPad

## Amber Blanchette

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**From:** Manuela Armbruster <manuela.skyview@gmail.com>  
**Sent:** Monday, July 18, 2022 11:04 PM  
**To:** Public Hearing Notice  
**Subject:** Fwd: Hargrave -Hathaway Annexation

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----- Forwarded message -----

**From:** Manuela Armbruster <[manuela.skyview@gmail.com](mailto:manuela.skyview@gmail.com)>  
**Date:** Mon, Jul 18, 2022, 10:28 PM  
**Subject:** Hargrave -Hathaway Annexation  
**To:** <[phnotice@postfalls.org](mailto:phnotice@postfalls.org)>

Manuela Armbruster  
1480 W Brodwater Ct  
Post Falls, ID 83854

To whom it may concern,

My name is Manuela Armbruster, and I live at 1480 W. Broadwater Court in Post Falls. We purchased our property in 2013 because we saw that the existing laws and regulations of the city of Post Falls wouldn't affect our privacy and rights in any way.

I'm writing to voice my strong opposition to the proposed R-3 designation for the Hargrave -Hathaway plot on the piece of land along Poleline Avenue and directly directly south of my property.

The proposed development of close to 80 townhomes is not in the best interest of the City of Post Falls. It will adversely impact our community services, such as police, fire, water and sewer.

It will also add over 100 new cars to our roads which are already impacted and will also cause a strain on our local schools.

The proposed R-3 designation is not at all in line with the Future Land Use map created by the City of Post Falls Planning and Zoning Commission, which places this plot of land in the middle of a large area of exclusively R-1 zoning ( single family homes). A townhouse development would damage the small town feel of the area as well as the aesthetic beauty of the area, which is in direct opposition to the City of Post Falls Comprehensive Plan, which states one of the goals of the land use planning is to " maintain and improve Post Falls' small - town scale , charm and asthetic beauty" Which is what we so much enjoyed so far living Post Falls.

Finally, I am very concerned about the adverse impact that this proposal zone change will have to my property and property value. It is very upsetting to imagine 15 townhouses along the fence line of our property.

The nuisance of noise and loss of privacy would affect our quality of life immensely.

It is unbelievable that from us elected and appointed representatives even consider the proposed changes.

I hope that our city council members will keep their promises they made to us residents when they were running on "Slow Grow Post Falls".

Please vote NO regarding the Hargrave - Hathaway Annexation!!!!

Best regards

Manuela and Axel Armbruster

## Amber Blanchette

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**From:** Douglas Williams <dougwilliams1869@gmail.com>  
**Sent:** Monday, July 18, 2022 10:37 PM  
**To:** Public Hearing Notice  
**Subject:** Hargrave-Hathaway Annexation

**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.

Greetings,

Post Falls has written and adopted a Comprehensive Plan with goals and focus areas. The proposed land use for the future Hargrave-Hathaway Annexation is directly opposed to the Land Use Categories, Goals and Central Prairie Focus Area.

1. In your definition of "Low-Density Residential" portion of Land Use it says, "Densities may vary as appropriate to location." High density on Poline Rd west of Chase Rd is NOT appropriate.
2. "High-Density Residential" "Principal Uses & Character": "Densities may vary as appropriate to location.....and compatibility with existing development." The existing development of Poline Rd west of Chase Rd is R1. High Density housing is not appropriate to this location.
3. In the "Land Use Goals" section G-03 high density housing and mixed use does not conform to "small town scale, charm and aesthetic beauty." An island of High Density Housing in a sea of R1 single family residential zone is neither charming nor pleasing.
4. In Appendix A - Focus Area Descriptions, Focus Area: Central Prairie, bullet point 4 "Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day." I really don't believe that Poline Avenue west of Chase Road is anywhere near 4,000 vehicles per day! Any mixed use zoning would be out of line with this focus area.
5. The Meadows, Prairie Meadows, and surrounding areas maintain their value because of their "Charm and Aesthetic Beauty." The Meadows is the gem of Post Falls. Any High Density housing directly adjacent to it would devalue it. It would also have a ripple effect. I don't know of anyone who would want their home to be devalued by placing an eyesore next door. Yes, the developer might get a windfall, but he would be taking it away from those next door!

I am admittedly opposed to changing the zoning to mixed use in the proposed Hargrave-Hathaway Annexation. There are many other areas in Post Falls that support the growth of High Density housing.

Douglas R. Williams  
1557 Broadwater Ct  
Post Falls, ID 83854

## Amber Blanchette

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**From:** Gary Alvarado <papafrita62@outlook.com>  
**Sent:** Monday, July 18, 2022 9:56 PM  
**To:** phnotice@postfalls.org  
**Subject:** My objections to Hargrave Hathaway annexation

Good day

My name is Gary L Alvarado, and I live at the corner of Poleline and Ashraf at 2443 N Ashraf CT. I oppose the annexation of the Proposed Mica Station Annexation and subdivision for the sole benefit of Brett and Kimberly Hargrave and Will and Ute Hathaway with my rationale outlined below.

First, I outline language from the City of Post Falls comprehensive plan:

“This comprehensive plan is the policy foundation for the City of Post Falls, helping coordinate decision-making across a wide range of topics toward specific, desired outcomes. It serves multiple needs and functions, including:...

**Community intent** -This plan articulates community intent, expressed as **policy** regarding matters of interest to the general public, private enterprise and local agencies. This offers a degree of predictability for all who rely upon or interact with the City;

**Orderly growth** – This plan provides a means to guide annexation, allowing logical expansion of the city and the efficient, economic provision of public services.

...A policy is an extension of a plan’s goals, reflecting topical nuance as well as an assessment of conditions;

**Goals-** Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health. [G-01]

Maintain and improve Post Falls’ small-town scale, charm and aesthetic beauty. [G.03]

Keep Post Falls’ neighborhoods safe, vital, and attractive. [G.05]

Involve the community of Post Falls in all local government planning and decision-making. [G.14] (this proposed annexation and high density developed does not meet these goals)

Community input for this and the previous plan suggested policies to address a wide range of more qualitative objectives, such as **sustaining the value and vitality...** and **existing neighborhoods**, and boosting standards to ensure new housing is of high quality.

Many in the community also **wish to sustain Post Falls' "small town" look and feel**, suggesting the type of lower-scale, walkable, smalllot development patterns typical of pre-1950s America (and early Post Falls). While higher-scale patterns are envisioned in some portions of the city, others are not;”

Second, I outline my personal thoughts on my objection as a long-time resident of Post Falls and Idaho in general. I was raised in the farming community of Burley Idaho and moved up here in 1981 when I joined the USAF. I have witnessed the ebb and flow of growth in our community since then. Growth is inevitable and we would be foolish to think otherwise. However, according to the comprehensive plan Orderly growth is one of the hallmarks. I believe by allowing this annexation to move forward the planning and zoning department and city council clearly violates the intent of the goals of this plan. There is no valid reason to allow mixed use high-density zoning to be approved when we are surrounded by R-1 housing all around.

I don't believe in coincidence so I find a juxtaposition that the July 12 council meeting whereby a policy was amended and accepted that speaks to this very issue and the fact that annexation proposals were pushed back until after the July 12 meeting. Go figure.

Thirdly, I have been in my current house since 2017. My wife and I have witnessed a significant increase in vehicular traffic on Poleline both east and west bound. I have contacted the city police department to do post patrol traffic enforcement along Poleline due to racing cars and other motorized vehicles. One can go out on Poleline and see the rubber burn-out marks on the road surface. There have been several occasions within the last two years whereby a vehicle left the roadway on Poleline and skidded over the curb narrowly missing taking out my fence by inches. This will only increase if this proposed annexation takes place with the proposed high-density housing.

Fourth, it is my belief and experience that over time this proposed subdivision will not accommodate the parking needed and thus residents and their guests begin to park along the main road ways and this impacts the ability for emergency services to gain access. 80 units on 9.63 acres? This is absolutely asinine and only benefits the owners, sellers, developers, and inspectors of that property which are one and the same. Your new policy has words that express the benefits of the city. Well, I consider myself a part of that city and a vocal voice. I don't have a problem if they are annexed in and develop the land with R-1 housing. That in my estimation aligns more aesthetically than high-density mixed use. If one drives south from Poleline down N Clark Fork Parkway into the subdivision and by West Ridge Elementary School one will witness what is transpiring as it relates to parking. Cars, trucks, RV's boats, food vans, all parked along the streets on both sides creating bottlenecks for those driving through. It is human nature to do so despite the housing area having CCR and HOAs. Vehicle traffic will increase with vehicular crashes and vehicle-pedestrian collision statistics increasing. Its just a matter of time.

Please consider a no vote on this annexation proposal.

Thank you

Gary Alvarado  
208-699-5107  
Black Stallion Housing

Sent from [Mail](#) for Windows





07/20/2022

## **PUBLIC COMMENT**

### **Hargrave-Hathaway Annexation**

**File No. ANNX-22-8**

**Exhibit: 4C**

**Applicant: Kimberly Hargrave**

**Location: West of the intersection at Poleline and Chase.**

**Request: To annex approximately 9.63 acres with Residential Mixed (RM) zoning - this will require a Development Agreement.**

**Hearing Date: July 25, 2022**

Questions list:

Name: Harlan Schlenker

Address: 2570 N. Ashraf Court

Email: radarglide@gmail.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: Opposed

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: No

Comments: RM with townhouses are not compatible with the surrounding areas as all surrounding areas are R-1 and R-1-S. Poleline Avenue is designated as minor arterial and in no way can handle traffic from 80 townhome lots and 1 commercial lot on less than 10 acres.

Poleline also ends at a field at the west property line of said property and West Ridge Elementary school is just down the street.

2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.: No

Comments: Poleline Avenue is classified as a minor arterial and can not handle this requested annexation.

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

Comments:

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

Comments:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: No

Comments: Future Land Use Map designates all the entire surrounding areas as Low Density Residential

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: No

Comments:

Subdivision

Please Provide Your Position on the Proposed Subdivision:

1. Has the subdivision made definite provisions for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed?:

Comments:

2. Have adequate provisions been made for a public sewage system and can the existing municipal system accommodate the proposed sewer flows?:

Comments:

3. Are the proposed streets consistent with the transportation element of the comprehensive plan?:

Comments:

4. Have all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards been identified and are the proposed uses of these areas compatible with such conditions?:

Comments:

5. Is the area proposed for subdivision zoned for the proposed use and do the proposed uses conform to other requirements found in the City Code?:

Comments:

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

Comments:

## Amber Blanchette

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**From:** Gina Reynolds <gina9483@gmail.com>  
**Sent:** Thursday, July 21, 2022 10:45 PM  
**To:** Public Hearing Notice  
**Subject:** Fwd: Mica Station and PF master plan

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----- Forwarded message -----

**From:** Gina Reynolds <[gina9483@gmail.com](mailto:gina9483@gmail.com)>  
**Date:** Thu, Jul 21, 2022, 20:35  
**Subject:** Mica Station and PF master plan  
**To:** <[phnotice@postfalls.org](mailto:phnotice@postfalls.org)>

Dear Committee Members,

We are writing to express our disagreement with the Mica Station development. From our perspective, Post Falls is more interested in dense housing and opportunities for taxes than in the quality of life of its citizens.

Mica Station is another plan for dense housing that brings more traffic to roads not designed to handle the volume, people to an area that lacks services for those already living here, and ever increasing taxes to current homeowners for infrastructure development.

The extensive Master Plan speaks to the unproportionate ratio of citizens to jobs- yet more housing is built before better employment opportunities are present. What key industries is Post Falls drawing to the area to provide salary jobs and career paths for their citizens? We even lack restaurants to enjoy a nice meal (unless one favors the abundant fast food options) in Post Falls. You can only go to The White House so many times.

We go to CDA, Liberty Lake or the Valley for all of our shopping, restaurants and medical services etc. Post Falls is losing revenue to the surrounding cities. It is very frustrating and confusing to see the cart before the horse and the goals not include better services for our area.

This rural area will become less desirable if the city continues to allow dense housing on the land of fading family farms. We need more neighborhoods with .5-1 arce plus lots for quality living that encourages people to put down roots and become a part of the community. What about recreation centers, parks with water pads, and small businesses (coffee, ice cream, restaurants) embedded in developments that foster community?

Please do not make Post Falls like everywhere else. The traffic is getting horrible, the land is disappearing. Hmmm, sounds like California.

Perhaps you might consider a marketing strategy to sell the Master Plan. For now we are not bought in. Mica Station looks like a grid of chaos, not life in North Idaho.

One last idea, if you want to sell out to developers, then have them pay for infrastructure, build rec centers, bring career opportunities to the area, build a dirt bike track or community pool- things that draw people together and create jobs!

Sincerely,

Dave Schloesser and Gina Reynolds, Residents of North Idaho since 2002.



07/22/2022

## **PUBLIC COMMENT**

### **Hargrave-Hathaway Annexation**

**File No. ANNX-22-8**

**Exhibit: 4C**

**Applicant: Kimberly Hargrave**

**Location: West of the intersection at Poleline and Chase.**

**Request: To annex approximately 9.63 acres with Residential Mixed (RM) zoning - this will require a Development Agreement.**

**Hearing Date: July 25, 2022**

Questions list:

Name: Corey Johnson

Address: 1725 W Staples Rd Post Falls, ID 83854

Email: nwanesthesia@me.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: Opposed

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: No

Comments: Before adding 70 high density homes and annexing more zoning in a city that has not kept up with the needed infrastructure, community support, road improvements, appropriate winter road snow removal, parks with adequate parking for youth recreational activities, no youth recreational center or aquatic park or outdoor pools. Massive increase in tax base with

massive growth and the city is not keeping up with the growth!

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

Comments: This area has not seen an improvement in roads with access to this location. Currently one road into this location with no sidewalk or paved shoulder. Difficult access to this location from the west with road that winds through two current housing developments. Current 4way stop intersection at first cross street to the east. Closest access to the area from I90 using Chase travels past street side elementary school with railroad crossing using stop signs only and not crosswalk lighting or integrated road crossing safety.

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

Comments: Correct, these types of high density housing and zoning need to be placed closer to the city hub with more developed road systems and community support to include public transportation. Since the city of post falls city infrastructure, and development is happening and growing further away from this property rather than closer to this property.

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

Comments: Agree, comments in question 3 apply to this question or statement as well.

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: No

Comments: Don't believe so based on the observed action on a plan for this location but have not reviewed the planning map at this time.

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

Comments:

Subdivision

Please Provide Your Position on the Proposed Subdivision: Opposed

1. Has the subdivision made definite provisions for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed?: Yes

Comments:

2. Have adequate provisions been made for a public sewage system and can the existing municipal system accommodate the proposed sewer flows?: No

Comments:

3. Are the proposed streets consistent with the transportation element of the comprehensive plan?: No

Comments:

4. Have all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards been identified and are the proposed uses of these areas compatible with such conditions?: No

Comments: The proximity of the proposed development plan places a large portion of the town home direction against the property adjacent to the railroad creating a potential hazard or increased risk.

5. Is the area proposed for subdivision zoned for the proposed use and do the proposed uses conform to other requirements found in the City Code?: No

Comments:

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

Comments: