



**PLANNING & ZONING COMMISSION
REGULAR MEETING AGENDA**

**August 9, 2022
5:30 PM**

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

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

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

REGULAR MEETING – 5:30 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- NATIONAL BOOK LOVERS 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. Zoning Recommendation – Ashlar Ranch Annexation File No. ANNX-0004-2022
- b. Zoning Recommendation – Bel Cielo III Annexation File No. ANNX-22-6
- c. Zoning Recommendation - Ashford Place Annexation File No. ANNX-22-5

- d. Zoning Recommendation – Hydrilla Estates Zone Change File No. ZC-22-2
- e. Reasoned Decision – Ashlar Ranch Subdivision File No. SUBD-0004-2022
- f. Reasoned Decision – Ashford Place Subdivision File No. SUBD-22-7
- g. Reasoned Decision – Hydrilla Estates Subdivision File No. SUBD-22-8

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 Farwest Steel Annexation File No. ANNEX-22-10 – Laura Jones, Associate Planner, to present a request for a recommendation to City Council on a request for a zoning designation of Industrial (I) on approximately 10.2-acres.

5. ADMINISTRATIVE / STAFF REPORTS

6. COMMISSION COMMENT

7. ADJOURMENT

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

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

Chair: Ryan Davis Vice Chair: Ray Kimball

Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, James Steffensen, Kevin Ward

Ashlar Ranch Annexation File No. ANNEX-0004-2022

Planning and Zoning Commission Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Olson Engineering

LOCATION: Generally located on the east of Highway 41 and north of E. 12th Ave.

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately 4.84 acres. As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-4 Exhibit Map – Ordinance
5. A-5 Dedication Legal
6. A-6 Dedication Exhibit Map
7. A-9 Auth Letter
8. A-10 Title Report
9. A-12 VS Development Operating Agreement
10. A-13 Quit Claim Deed
11. S-1 Vicinity Map
12. S-2 Zoning Map
13. S-3 Future Land Use Map
14. S-4 Signed Annexation Development Agreement
15. PA-1 PFPD Comments
16. PA-2 KCFR Comments
17. PA-3 PFHD Comments
18. PC-1 Hayes Comments
19. PZ Staff Report
20. Testimony at the June 14, 2022, Planning and Zoning Commission (“Commission”) hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter “Commission”) at the June 14, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 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 Commission in their application of City Code section 18.16.010 and 18.20.100 when making the Commission’s recommendation on zoning to the City Council.

Laura Jones, Associate Planner

Ms. Jones presented the staff report. She testified that the applicant was seeking a recommendation for an initial zoning designation of Single Family Residential (R-1) zoning on approximately ten (10)

acres upon the annexation into the city of Post Falls. She explained that the general location is east of Highway 41 and north of E. 12th Ave.

Ms. Jones testified that the current land use is unutilized with an existing storage building and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. She testified that the water will be provided by the Ross Point Water District and the city of Post Falls will provide wastewater services.

Ms. Jones testified regarding the surrounding uses, explaining that to the north and west is county properties zoned high-density residential with mobile homes, to the east and south there are single-family residential homes in Kootenai. She noted that to the southwest is where we have continuity to city property, which is Crimson King Estates an R-1 subdivision. She testified that to the northwest is the Bel Cielo III annexation and apartments.

Ms. Jones stated that the Future Land Use Map designates the area as transitional. She submitted that the transitional designation is given to lands suitable for growth. She testified that the transitional zone does not have implementing zoning districts and guidance for transitional areas can be found within the associated Focus Area in the Comprehensive Plan. She explained that this area is within the East Prairie focus area, which is slated for relatively intense residential development and is well-positioned to mix development densities to leverage community services and transportation infrastructure.

Ms. Jones testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal five, six, seven, eight, and fourteen to possibly be relevant and applicable goals. She testified that policies one and two may be appropriate for consideration by the Commission. Ms. Jones explained that in support of policy two, looking at the infrastructure, the city of Post Falls will provide water reclamation and Ross Point will provide water. She indicated that policies fifteen, twenty-four, and twenty-seven may also be applicable.

Ms. Jones testified that zoning should be assigned following consideration of such items such as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. She stated that the site is over the Rathdrum Prairie Aquifer.

Ms. Jones testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. She explained that the site is located along higher classified roadways of E 12th Ave. and Zorros Rd, which are minor collectors, and is close to Highway 41, a principal arterial and should not adversely impact the existing transportation network.

Ms. Jones testified that 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. She illustrated that the site is further than ¼ mile away from the higher intense urban activity area of Highway 41 so it is getting into an area where lower density residential may be appropriate.

Ms. Jones testified that the last criteria is inapplicable as there is not a request for industrial zoning nor are they located near any other industrial properties.

Jeramie Terzulli, Olson Engineering, Applicant

Mr. Terzulli testified that this request is consistent with the Future Land Use Map, as it shows we are in the Transitional area. He explained that the East Prairie Focus Area constitutes Post Falls' easternmost edge and it immediately abuts land forecast for inclusion in Coeur d'Alene and is slated for relatively intensive residential development. He stated that it supports development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails.

Mr. Terzulli testified that between this project and Bel Cielo connectivity will be created which shows how good your staff is at holding the development community to these master transportation plans

and not just letting the developers come in and do whatever they want. He noted that we tried a couple of times with the subdivision layout and Mr. Palus pointed out that the master transportation plan cites a quarter mile backage road in there and we had to incorporate it into our plan. He stated that they have pedestrian connectivity along Crimson King that leads to Highway 41 which will be a controlled intersection with pedestrian crosswalks with the continued multi-use path as more development happens along Highway 41. He asserted that the pedestrian connection also is and will be extended to the west of Highway 41 and the pedestrian connection moves south across Seltice to the Centennial Trail as well.

Mr. Terzulli testified that Zorros will continue to the north and have that complete connection as more development comes in, as staff stated, this is the quarter mile backage road. He explained that this is to alleviate and give people the ability to funnel onto the major corridors and so people are not log jamming at different intersections. He affirmed that when you look at Bel Cielo and reserving property to the east of it for the future connectivity; they have designed Zorros Rd. in conjunction with the existing Zorros; which gives us a couple of pieces to the puzzle and will eventually create the connectivity for a true networked road and street system.

Mr. Terzulli testified that the Comprehensive Plan has a plethora of goals and policies, and are very well written however, there is a disclaimer in the beginning of this appendix that summarizes all the goals and policies found throughout the 100 plus pages of it and states that goals and policies are numbered sequentially. He noted that the number does not indicate any city priorities or relative importance and I find that to be a disservice to this Commission and to the Council as how do you enact policy if you don't rank order of the goals. So, he went on that he took the liberty of pulling the goals and policies that continue to be brought up in every meeting as they have organically ranked order themselves through these discussions. He explained that housing, traffic, and taxes and what are we going to with all the people moving here is what this all boils down to.

Mr. Terzulli explained what Kootenai County could potentially look like, from the census, in 1990 the population was about 65,000 current population plus or minus is 160,000 and the projected growth 10 years 227,000 and 20-year growth will be about 304,000. He noted that the current population of Orange County California is 3.2 million and current population of Ada County in Boise is 470,000. He testified that it took us 30 years to get from 65,000 to 162,000 and the projections are for us to double again in 20 years and if we doubled in 15 years instead, we would still be looking at 65% of the population of the Boise area. He went on to state that anyone that has spent time in Boise can still contend that there are features of Boise that give it a small-town aesthetic and he does not believe anyone that spends time down there thinks that they are in some place in southern California.

Mr. Terzulli testified that he could stand on Canfield Mountain and look out over the Valley Floor and anticipate a 30% growth and he is not appalled by it. He understands some might be, but he thought we needed to talk real numbers if this was going to be an honest conversation. So, he explained, increasing housing stock is going to help stabilize prices, which is just a supply and demand. He illustrated that if we can create a range of housing products that come to the market it creates a more sustainable mix and it's just going to help that imbalance. He believes we can handle the growth if we continue to work with staff and implement these policies effectively especially the transportation plan that diversity of housing products will also help stabilize the tax base. He testified that he has talked about traffic a lot about the Transportation Master Plan which will create this networking of streets that will be helpful and will help funnel traffic appropriately.

Mr. Terzulli testified that impact fees are going to be collected to help fund these Capital Improvement Projects in addition to the developer building what they need to in front of their development. He explained that the 41 improvements have been designed to accommodate this type of growth to the east they were not just planning for what currently exists. He asserted that even with an extra hundred thousand people here we will still feel like a small town as stable growth is going to provide an opportunity for additional industries for additional services and for additional growth in the commercial sector. He went on to explain that creates long-term fiscal health of the community.

Mr. Terzulli testified that Kootenai County is still ridiculously low in their tax levy rates in general based on State average and National averages and the market demand. He explained that the market demand is what increases that fair market value which is what's showing up in our new tax assessed value as those prices stabilize and come down that's what the fair market value should show and that's what our tax assessment should show.

Mr. Terzulli testified that the R1 zoning designation appropriate when considering the streets and the traffic patterns and connectivity in the Master Plan, as they have this tiered development shown. He explained that about the high intensity uses on the major corridor, with Commercial, and multi-family components and when looking towards the west it goes down to the traditional single family and we are adjacent to some single-family. He explained that we should anticipate as this develops to the east that that pattern will continue to less dense residential.

Mr. Terzulli testified that they are proposing larger lots, shop lots and help absorb some of the transplant buyers. Again, he noted, Ross Point Water District will service water and the city is going to provide the sewer. He testified that all other criteria for the subdivision have been met if R1 zoning designation is what is implemented. He also noted that they will not be asking for any variances and are working closely with the city on their master transportation plan and there are no topographical issues. He testified that all the proposed conditions have been reviewed and they have no exception to those.

Public Testimony:

The hearing was opened for public testimony.

Jeremy Voeller (Brief Written Comment Read into Record)

Mr. Voeller testified in favor and that he was here as part of the ownership of Ashlar Ranch and was available for questions if needed. He noted that they will be building similar product to that on McGuire and Grange if that is approved.

Samantha Steigleder

Ms. Steigleder testified that she was in favor of this R1, looks like you could put more units on it if desired based on the zoning. She stated that as a resident of Post Falls and talking about being like California, she was born and raised there. California has had a law for many years, that it protected taxes from rising too quickly on their properties so you couldn't go from one year to the next and have increased value like we're seeing in Idaho.

Ms. Steigleder explained that when people move from California to here and say they don't want it to be like California, they are not talking about Orange County, the Bay area, or any other place, where very wealthy people live, they are talking about other counties in California like the middle of California like Tulare, Kings, San Joaquin, etc., stating those communities that have been overrun with drugs and lots of other terrible things. She explained that when she sees different types of housing being put in where normal people on normal incomes live, that is what happens.

Ms. Steigleder testified that we keep increasing the supply however, the prices are not dropping, that is the idea of supply and demand, so she was not sure of the point. She questioned whether we expect the supply to exceed the demand and have the prices go down as she just does not think this something that is attainable. She stated that instead of asking about the percentages of R1, R2, and R3, why cannot we look at units so we can talk about the number of people living in Post Falls that are either living in an apartment complex or twin homes or condos or R1 because that is really what we're talking about. She asked if we really want to have half of Post Falls be in apartment complexes and half be R1, she does not think so, and does not think they are comparable numbers. Anyway, she concluded, she thought this project is going to be beautiful.

Rebuttal

Jeramie Terzulli, Olson Engineering, Applicant

Mr. Terzulli testified that these are going to be nearly double the minimum lot size required in the R1 zoning and is a deliberate attempt to put in larger lots with the ability to put a shop. He noted that they could have gone denser and jammed some more units in there by right as the R1 zoning designation has a 6500 square feet minimum.

Mr. Terzulli explained that the reason he brought up the population and the reason for the distillation exercise because those are the issues that keep coming up. He pointed out that even the most liberal projections of population put us in an area that he believes is very sustainable and can directly align with the Comprehensive Plans goal to maintain a small town feel and aesthetic in Post Falls. He stated that it is possible while bringing in this growth. He explained that people are moving to places that better align with their core values and so we are seeing this natural shifting of people that want to be governed in more liberal states are gravitating there or choosing not to leave there and people that have had enough are moving. He noted he has had conversations with people that moved here they express why they've moved and it's in essence a political reason. He explained that one woman he spoke to was released from the San Francisco Police Department because she refused to get vaccinated.

Mr. Terzulli testified that diversity of housing product is coming to the market he believes it is a key component to what we have right now. As to the tax issue, he believes we have a cap on that. He went on to state that just because our property assessed value, which by state law must be within 90-110% of fair market value, increases they cannot increase our tax bill to reflect twice the property value they can only incrementally increase what we will pay in taxes. He simplified the point he was trying to make was if we can help stabilize some of this pricing perhaps or assessed value can better reflect fair market value then maybe we'll come back down to the stratosphere and therefore the tax consequence won't be so severe.

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 criteria in City Code sections 18.16.010 and 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested initial zoning of Single-Family Residential (R-1) zoning on approximately nine point seven (9.7) acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as transitional within the East Prairie focus area.

The applicable focus area provides that this area constitutes Post Falls' easternmost edge. It immediately abuts land forecast for inclusion in Coeur d' Alene and is slated for relatively intensive residential development. Immediately behind the increasingly busy Highway 41 corridor, East Prairie is well-positioned to mix development densities to leverage community services and transportation infrastructure. East Prairie's development concept anticipates ITD plans to construct a freeway-style corridor on Huetter Road and envisions a robust surface street network with appropriate development orientation to buffer and mitigate impacts of such a corridor.

The southern plateau portion of East Prairie features a golf course development with some of the community's highest value-homes. This area is expected to remain relatively unchanged over this plan's life cycle- a stable single-family neighborhood enjoying a distinctive identity and some of the region's best territorial views.

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

- Support development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails;
- Focus growth of higher-density residential uses near higher-classified roadways;
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

The Commission finds that this is in a transitional area and the zoning they are requesting is next to other property with similar zoning and is all surrounding uses are residential in nature. The proposal will help support development patterns that are interconnected and places residential uses near higher-classified roadways.

The Commission finds that evidence and testimony demonstrate that the requested R-1 zoning designation is consistent with the guiding principles within the associated focus area and therefore the request is consistent 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 following goals and policies contained in the comprehensive plan:

Goals:

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 to regional ground, rail and air transportation systems.

The Commission notes that this proposal, in conjunction with the other development in the area may help extend the roadways and infrastructure as development occurs in the area.

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 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.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

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;

Additional housing may help further long-term fiscal health of the community by provide living accommodations to current and future workforce within the city.

- Maintain and enhance resident quality of life;

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

- Promote compatible, well-designed development;

Development will be required to meet City design standards for the proposed limited commercial and residential uses.

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

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;

This is addressed by the first review criterion of this recommendation.

- Compatibility with surrounding land uses;

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

- Infrastructure and service plans;

Sanitary Sewer for the location would need to be extended from the property's southwestern boundary corner in 12th Avenue. The property requesting annexation and zoning 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 subject to the Sewer Surcharge for the 12th Avenue Forcemain, as identified within the Development and Annexation Agreement. The 12th Avenue Surcharge is currently \$2,918.73 per service unit.

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

The Ross Point Water District would provide water service.

- Existing and future traffic patterns;

The property is adjacent to 12th Ave., a classified Minor Collector roadway, west of the site, and a local roadway along the project's frontage. The City's Transportation Master Plan identifies a Minor Collector, Zorros St., along the property's western boundary. Zorros Street is part of backage road system identified within the City's Master Plan and the SH41 Corridor Master Plan.

12th Avenue – The appropriate designation of the local roadway along the project's frontage is a Residential Collector. In the future, 12th Ave. will be extended an additional 660 feet before terminating at Maverick Lane.

Zorros St., proposed along the projects western boundary will provide future access to 16th Ave.

Until continuation of 12th Ave. to the east or the extension of Zorros St., traffic from the development will utilize 12th Ave. to access SH41 and / or October Glory to access the Mullan Ave. / SH41 traffic signal.

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

The response to this is embedded within the evaluation within this section.

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

This site is currently undeveloped and under-utilized.

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

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.

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

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

Additional rights-of-way along E. 12th Avenue and for Zorros Street will be dedicated as part of the annexation agreement.

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

Multi-use paths and sidewalks will be constructed as part of the development of this site. Existing sidewalk exists at the southeast corner of the property, on the south side of 12th Avenue.

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools and emergency services;

Compliance with associated master plans has been outlined herein and identified in the Development and Annexation Agreements. 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;

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;

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;

As expansion of Highway 41 reaches completion annexation of properties east of the highway will be in line with orderly development. SH41 widening from 12th Ave. to the north is scheduled for late summer 2022.

- Comprehensive plan goals and policies.

The response to this is embedded within the analysis within this section.

Policy 47: On an ongoing basis, work to obtain water rights whenever possible through annexation, acquisition from landowners, or through application.

All water rights associated with the site will be relinquished to Ross Point Water District as part of the annexation agreement.

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.

Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are required. Additionally, street trees, one per lot per frontage will be required with the associated residential subdivision.

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

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

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 Commission finds that the proposed initial zone area is adjacent to Minor Collectors (12th Ave. and Zorros St.) which are designed to accommodate traffic volumes of 2,000 - 6,000 vehicles per day. In 2035 the projected volumes along these sections of roadway are approximately:

- 12th Avenue (Minor Collector west of site) - 1,200 vehicles per day
- 12th Avenue (Residential Collector along sites frontage) – 500 vehicles per day
- Zorros Street (Minor Collector) – 780 vehicles per day.

The property is adjacent to 12th Ave., a classified Minor Collector roadway, west of the site, and a local roadway along the project’s frontage. The City’s Transportation Master Plan identifies a Minor Collector, Zorros St., along the property’s western boundary. Zorros Street is part of backage road system identified within the City’s Master Plan and the SH41 Corridor Master Plan.

- 12th Avenue – The appropriate designation of the local roadway along the project’s frontage is a Residential Collector. In the future, 12th Ave. will be extended an additional 660 feet before terminating at Maverick Lane.
- Zorros St., proposed along the projects western boundary will provide future access to 16th Ave.
- Until continuation of 12th Ave. to the east or the extension of Zorros St., traffic from the development will utilize 12th Ave. to access SH41 and / or October Glory to access the Mullan Ave. / SH41 traffic signal.

The Commission finds that the requested zoning is in conformance with the anticipated land uses and trip generations within the City’s Transportation Master Plan. The 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.

Water and Sanitary Sewer:

The Commission finds:

Water: Water service is provided by Ross Point Water District.

Sanitary Sewer: Sanitary sewer currently exists at the southwestern boundary in 12th Ave. 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.

The property is subject to a Sewer Surcharge for the 12th Avenue Forcemain, as previously referenced.

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

Compatibility with Existing Development and Future Uses:

The Commission finds that the proposed residential use is adjacent to other residential uses and is therefore compatible. The Commission finds that it flows from commercial near Highway 41, to multi-family high density, and then to the lower density as proposed.

Future Land Use Designation:

The Commission finds that the Future Land Use Map depicts the land use designation for this area as Transitional. The proposed zoning is an appropriate zone per the direction of the applicable Focus Area and the road classifications.

Geographic/Natural Features:

The site is located over the Rathdrum Prairie Aquifer and contains no other geographic or other natural features that would adversely 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 that the request is not for commercial or high-density residential and therefore concludes this criterion inapplicable to the request.

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 the area is moving further away from the Highway 41 Corridor and being tucked up against the hillside. This area lends itself to more residential single-family character. Therefore, the Commission finds this criterion satisfied.

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 as the request is not for industrial and there are no industrial uses or industrial zoned properties within the area.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-0004-2022, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments and a motion to recommend approval of the recommended zoning upon annexation was made, the motion carried unanimously. 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 the applicable approval criteria for applicant's request for Single-Family Residential (R-1) on approximately nine point seven (9.7) acres upon successful annexation of the property.

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.

**Bel Cielo III Annexation
File No. ANN-2-6**

**Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Lake City Engineering

LOCATION: Generally located on the south of 16th Ave and east of Highway 41.

REQUEST: Zoning recommendation of High-Density Multi-Family Residential (R3) on approximately 4.84 acres. As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal and Exhibit
4. A-6 Auth Letter
5. A-7 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. S-4 Draft Annexation Development Agreement
10. PA-1 PFPD Comments
11. PA-2 KCFR Comments
12. PA-3 PFHD Comments
13. PC-1 Asadoorian Comments
14. PC-2 Burns Comments
15. PC-3 Hayes Comments
16. PC-4 Hayes Comments
17. PZ Staff Report
18. Testimony at the June 14, 2022, Planning and Zoning Commission (“Commission”) hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter “Commission”) at the June 14, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 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 Commission in their application of City Code section 18.16.010 and 18.20.100 when making the Commission’s recommendation on zoning to the City Council.

Laura Jones, Associate Planner

Ms. Jones presented the staff report. She testified that the applicant was seeking a recommendation for an initial zoning designation of High Density Residential (R-3) on approximately five (5) acres upon the annexation into the city of Post Falls. She explained that the general location is east of Highway 41 and south of E. 16th Ave.

Ms. Jones testified that the current land use developed with a single-family residence and the only natural characteristic or feature is that it is on the Rathdrum Prairie Aquifer. She testified that the water will be provided by the Ross Point Water District and the city of Post Falls will provide wastewater services.

Ms. Jones testified regarding the surrounding uses, explaining that to the north is a county property with a single-family home on a five acre lot, to the east and south is Kootenai County properties zoned for high density residential and developed as mobile home parks, to the west is previous Bel Cielo Apartment additions, which is zoned R-3 Multi-Family and to the Southwest is the Ashlar Annexation property.

Ms. Jones stated that the Future Land Use Map designates the area as Business/Commercial. She submitted that is designation promotes a mixture of moderate to high density housing types within walking distance of city commercial corridors as well as civic uses and other amenities. She testified that R-3 is an implementing zoning district for this land use designation.

Ms. Jones explained that this area is within the 41 North focus area, which is developing with land values that should pressure development that should attract a range of residents offering shared amenities, housing variety, and neighborhood scale services. She indicated that the focus area provides for multi-family, commercial, and tech uses near higher classified roadways and should be focused along arterial collector streets where traffic volumes exceed 4,000 trips per day.

Ms. Jones testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal five, six, seven, and fourteen to possibly be relevant and applicable goals. She testified that policies one and two may be appropriate for consideration by the Commission. Ms. Jones explained that in support of policy two, looking at the infrastructure, the city of Post Falls will provide water reclamation and Ross Point will provide water. She indicated that policies fifteen and twenty-four may also be applicable as they relate to ensuring adequate land is available for future housing needs to serve all ages and incomes through the provision of diverse housing types and price levels.

Ms. Jones testified that zoning should be assigned following consideration of such items such as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. She stated that the site is over the Rathdrum Prairie Aquifer.

Ms. Jones testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. She explained that the site is located along higher classified roadways of E. 16th Ave., which is a major collector and Highway 41, which is a Principal Arterial. She asserted that staff has determined that the proposed development should not adversely impact the existing transportation network. She noted that further development of this area will foster future north-south connections of Zorros Rd. and a 1/8th mile backage road.

Ms. Jones testified that 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. She illustrated that the site is less than a quarter mile from the 41 corridor which is a higher intense urban activity area meeting these criteria.

Ms. Jones testified that the last criteria is inapplicable as there is not a request for industrial zoning nor are they located near any other industrial properties.

Ms. Jones, following a question from the Commission, noted that the illustration of the 1/8th mile backage road is a general location where it would run if there was no existing development. It will not be built out until the future if the apartment complexes redevelop.

Jon Manley, Planning Manager

Mr. Manley clarified that the backage road is a general location that may not be connected for some time. He noted that there are different ways to develop the backage road, either as a private drive or a public road, there is also flexibility in providing parking lots and drive aisles to meet that requirement. Mr. Manley noted that with the other project developing at the same time, they will be able to eventually get from Mullan to 16th.

Rob Palus, Assistant City Engineer

Mr. Palus explained the flexibility of utilizing parking and drive aisles and explained that the idea is when you are going through a parking lot if you're on one end of it you would very easily see that it's a fairly straight shot through to the next street or next parking lot. Making it intuitive and inviting for traffic to move along those roadways. Mr. Palus testified that Bel Cielo I and Bel Cielo II predate the Transportation Master Plan that incorporates the 1/8-mile backage road, so we recognize that it may not be achievable along the entire stretch of Highway 41, but it is something that we are trying to do. He explained that the ¼-mile is different, it's been in our Transportation Master Plan for well over 12-years and we anticipate it running along the east side of the property in question to get up to 16th Ave. and then continue to the north so the ¼-mile backage road will be a continuous roadway eventually from 12th Ave. to Prairie and continue north.

Drew Dittman, Lake City Engineering, Applicant

Mr. Dittman testified that this should look familiar to most of the Commission. He explained that they brought this in front of the Commission on October 8, 2019, it was unanimously approved for an R3 zone then it went to City Council the next month and was denied. He explained that the caveat was City Council thought the timing was a little off because of the Highway 41 construction and the fact that the traffic light at 16th was not installed yet. He attested that it is now installed just not functioning yet and Highway 41 is almost complete, and is scheduled for completion this summer, late summer early if fall.

Mr. Dittman explained that here we are here two years later bringing this back around, the timing is right, the only thing different from the first time is you have updated the Comprehensive Plan. He attested that the designation has changed from residential to Business/Commercial. He testified that R-3 is still one of the implementing zoning districts so that piece has not actually changed. He explained that he was to be brief and go on an assumptive close as you have seen this before and you did approve it before.

Mr. Dittman in addressing a comment from the Police Department, stated that we are aware of the parking issue. He testified that he was not involved in the design of the first two Bel Cielo so he cannot address the parking there. He noted that he did drive out there today to look at it and people do park on both sides of 16th St. and it is a bit congested. He stated that he does believe the construction going on makes it worse as the first several hundred feet of 16th is still torn up and it is gravel so that is probably exaggerating the problem a little bit. He attested that when they come back for a Site Plan Review on this next phase, they could certainly work with staff on trying to resolve or provide additional parking if they can.

Public Testimony:

The hearing was opened for public testimony.

Tom Wilkinson

Mr. Wilkinson wanted to express the danger of having parking on 16th as people dart out of the existing complex without looking because the cars are on the street and blocking the view. He stated that it is also not becoming to the neighborhood if they are going to build these types of complexes

there should be plenty of parking inside the parking lot and they need to make a section for visitors.

Samantha Steigleder

Ms. Steigleder testified that she is in opposition to high-density multi-family again. She stated that she did not realize this had already come before you two years ago. She indicated that she was not sure why mobile homes are considered high-density housing, to make it appear that this high-density request is going to be surrounded by housing of the same type, as she does not think there as many mobile homes per acre as there are apartment complexes per acre in an R3.

Ms. Steigleder testified that she is opposed to having 3 phases of R3 coming in like this. It seemed to her like they asked for some land that was approved for R3 and then bought another piece of land next to it and that is being approved for R3 when maybe it could have just been an ask for the whole 10-15 acres. She theorized that this way may have changed the public opinion at the time the original was approved.

Ms. Steigleder testified that the commercial mixed future use says that would be a mixed, but it seems like that is all R3 there is no commercial involved in anything. She noted that no twin homes or townhomes or mixed use are proposed and we are not pushing the developer to put in any diverse housing.

Mr. Steigleder testified that this does not meet goal three as she does not think this is attractive and will not stay attractive. She did not think Policy 4 applied as it is not really mixed use because we're talking about all R3 so there is not a lot of mixed use in there. She testified that it also relates to policy 6 and then policy 15 which states it has to be diversified, which this is not. She clarified that this is all R3 and they are not talking about putting any other type of product in there except for high-density housing. She testified that it really is not near arterial streets, it is a ¼ mile which when we say it like that it does seem very far, but remember track, that's one time around it and that feels like a lot when you walk it. She did not think this is as close to an arterial as they are promoting it.

Rebuttal

Drew Dittman, Lake City Engineering, Applicant

Mr. Dittman testified regarding the parking, and noted they are aware of it and so is staff and it will be a topic of discussion during the Site Plan Review. He explained that the high-density housing for the mobile homes, that actually is the zoning designation in Kootenai County, it is zoned high-density residential.

Mr. Dittman explained why they did not ask for all three up front, explaining that is because his client did not own all 3 properties at the time, they've bought them in succession as they've come up for sale and they've developed them. He stated that they are brought forth as they are purchased, and they are trying to make it one project and if you are familiar with that site at all you know there is a cross connection between phases one and two and there's actually some substrates in phase two that go into this next property. He explained that they have anticipated the best we can and trying to promote that connectivity there.

Questions for Staff

Jon Manley, Planning Manager

Mr. Manley, in response to questions from the Commission stated that the parking requirement for the first two phases was 2 spots per unit, which is sufficient and which they meet. He noted that they cannot control whether people park onsite or on the public street as it may be a personal choice.

Mr. Manley, in response to a question from the Commission regarding the how much of the city is R3

and how much of that is underdeveloped. He testified that there are not many sites that are zoned R3 that do not get developed. He noted that the city has one on the end of Corbin that is zoned R3 and then another one east of Ross Point Rd, east of the KFC area where we do have an approved site plan that is developing but the vast majority of our R3 is developed. He explained that out at Cabela's all that has been approved and developed but we do not have a lot of R3 just sitting around. He explained further that Montrose has some in the PUD and other PUD's we have some multi-family that is awaiting some future phase, so they do have a few pockets out there and Montrose has chosen to sell some of their areas for industrial purposes.

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 criteria in City Code sections 18.16.010 and 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested initial zoning of High Density Residential (R-3) on approximately 4.84 acres upon the annexation into the city of Post Falls. The Commission finds that the Future Land Use Map designates this area as Business/Commercial and R-3 is an implementing zone.

The Commission finds that of the implementing zones, R-3 is the best fit as most of the other implementing zones are higher intensity and have higher densities.

The Commission finds that evidence and testimony demonstrate that the requested zoning designation consistent 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 following goals and policies contained in the comprehensive plan:

Goals:

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 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.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

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;

Additional housing may help further long-term fiscal health of the community by providing living accommodations to the current and future workforce within the city.

- 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;

Development will be required to meet City design standards for the proposed limited commercial and residential uses.

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

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;

This is addressed by the first review criteria in Criteria one of this recommendation.

- Compatibility with surrounding land uses;

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

- Infrastructure and service plans;

Sanitary Sewer for the location would need to be extended from the property's southeastern boundary corner to the existing sewer in 12th Avenue. The property requesting annexation and zoning is identified in the City of Post Falls Water

Reclamation Master Plan as being serviced by a future 12" sewer main is this general location. 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 subject to the Sewer Surcharge for the 12th Avenue forcemain, as identified within the Development and Annexation Agreement. The 12th Avenue Surcharge is currently \$2,918.73 per service unit. The city is currently scheduled to construct the 12th Avenue force main in 2025.

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

The Ross Point Water District would provide water service.

- Existing and future traffic patterns;

The property is adjacent to 16th Ave., a classified Major Collector roadway. The City's Transportation Master Plan identifies a Minor Collector, Zorros St., along the property's eastern boundary. Zorros Street is part of package road system identified within the City's Master Plan and the SH41 Corridor Master Plan.

Zorros St., proposed along the projects eastern boundary will provide future access between 16th Ave and 12th Ave.

The Idaho Transportation Department (ITD) is currently in year two (2) of a 2-year construction project to widen SH41 and improve roadway capacity and safety. Part of the project includes construction of a traffic signal at 16th Ave. / SH41 (1/4 mile to the west). Signal structures have been constructed and electronics are being worked on. The signal is scheduled to be in operation late summer or early fall of 2022. SH41 widening improvements are most likely to be completed (late summer / early fall 2022) prior to development / certificates of occupancy on the site.

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

The response to this is embedded within the evaluation within this section.

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

This site is currently undeveloped and under-utilized.

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

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.

Annexation with residential zoning allows for further housing types and price levels.

There is a housing shortage and a lack of variety of housing that is available for people. Prices may start to soften a little bit because of interest rates being where they are and so now there is a delicate balance between buying now or at a lower price with higher interest rates. Either way the barrier to getting into a single-family house at \$400,000 for a 3-bedroom 2-bath house is a big a mortgage, about \$3,000.

When there is a 1% vacancy rate for multi-family that tells us that there's a lot of people who want to live here. Business owners today that had employees quit because they couldn't afford to live around here. Apartment owners will charge market rates for as long as they can until they start seeing more vacancy, then they will lower the rates, but until then they will charge as much as they can.

It is important to realize that people can put roommates on a rental, but they can't on a mortgage application. If we want to provide a place for our workforce to live and not move out of town to place that is more affordable then the only option is to have more multi-family. We need to keep our youth workforce in mind because they cannot afford to live here anymore and that is only the beginning of a larger problem, and it is important that we get ahead of it.

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

Additional rights-of-way along E. 16th Avenue will be dedicated as part of the annexation agreement. Dedications or rights-of-way and easement for Zorros Rd. would be required at the time of site development.

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

Sidewalks and corresponding frontage improvements will be constructed as part of the development of this site.

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools and emergency services;

Compliance with associated master plans has been outlined previously and identified in Development and Annexation Agreement. 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;

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;

No know environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.

- Timing that supports orderly development and/or coordinated extension of public services;

As expansion of Highway 41 reaches completion annexation of properties east of the highway will be in line with orderly development. SH41 widening from 12th Ave. to the north is scheduled for completions in late summer / early fall of 2022.

- Comprehensive plan goals and policies.
The response to this is embedded within the analysis within this section.

Policy 47: On an ongoing basis, work to obtain water rights whenever possible through annexation, acquisition from landowners, or through application.

All water rights associated with the site will be relinquished to Ross Point Water District as part of the annexation agreement.

Policy 63: Ensure annexations include a means to assure the logical extension of Post Falls' parks and open space system, benefitting adjoining neighborhoods and the overall community.

As east of HWY 41 develops, the need for additional future community and neighborhood scale recreation facilities will require additional park land acquisition to create a consistent distribution of parks and facilities the larger community enjoys. Further the Target Park areas map in the Comprehensive Plan illustrates this area need.

This impact is mitigated through the collection of impact fees which are collected at the time of building permit issuance.

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.

Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are required at the time of development.

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.

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

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 Commission finds that the proposed area is adjacent to a Major Collector, 16th Ave. which is designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day. In 2035 the projected volumes along these sections of roadway are approximately 4,000 vehicles per day

The Commission finds that the proposed area is adjacent to a Minor Collector, Zorros St. which is designed to accommodate traffic volumes of 2,000 - 6,000 vehicles per day. In 2035 the projected volumes along these sections of roadway is approximately 780 vehicles per day.

The Commission notes the parking issues and people parking on the road, which does create problems, not only for that development and the developments abutting but the ones down the road that must travel through that area as well. The road conditions may be hazardous at times.

The Commission suggests staff should look at this issue and determine if it should be posted as no parking zone, that way it is enforceable.

The Commission finds that the requested zoning is in conformance with the anticipated land uses and trip generations within the City's Transportation Master Plan. The Zone change 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.

Water and Sanitary Sewer:

The Commission finds:

Water: Water service is provided by Ross Point Water District.

Sanitary Sewer: Sanitary Sewer currently located south of the property in 12th Avenue. Sewer would need to be extended to the site, from 12th Avenue as part of site development. The City of Post Falls does not currently possess easements or rights-of-way from 12th Avenue to the site. The developer would need to secure appropriate rights—of-way or easements to extend the sewer as part of site development. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The Commission notes that the property will be subject to the Sewer Surcharge for the 12th Ave. forcemain, as previously indicated.

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:

The Commission finds that the proposed residential use is adjacent to other residential uses and is therefore compatible.

Future Land Use Designation:

The Commission finds that the Future Land Use Map depicts the land use designation for this area as Business/Commercial and R-3 is an implementing zoning district for that designation.

Geographic/Natural Features:

The site is located of over the Rathdrum Prairie Aquifer and contains no other geographic or other

natural features that would adversely affect development of the site.

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

The proposed zone is located along higher classified roadways. 16th Ave. is a Major Collector and is less than ¼ mile away from Highway 41 which is a principle arterial. Zorros is a minor collector and will be on the other side. The Commission finds that the high density residential zoning is along streets with higher road classification and this criterion is satisfied.

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 this criterion inapplicable to the request.

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

The Commission finds this criterion inapplicable as the request is not for industrial and there are no industrial uses or industrial zoned properties within the area.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-22-6, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments and a motion to recommend approval of the recommended zoning upon annexation was made, the motion carried unanimously. The Planning and Zoning Commission hereby recommends that City Council approved the proposal finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for High Density Residential (R-3) on approximately 4.84 acres upon successful annexation of the property.

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.

Ashford Place Annexation File No. ANN-2-5

Planning and Zoning Commission Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Dobler Engineering

LOCATION: Generally located on the southwest corner of Grange Ave and McGuire Rd.

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately 12.26 acres. As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-4 Will Serve
4. A-6 Auth Letter
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. PA-1 PFPD Comments
9. PA-2 KCFR Comments
10. PA-3 DEQ Comments
11. PC-1 Schreiber Comments
12. PZ Staff Report
13. Testimony at the May 25, 2022, Planning and Zoning Commission ("Commission") hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the May 25, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 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 Commission in their application of City Code section 18.16.010 and 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning designation of Single Family Residential (R-1) on approximately 12.26 acres upon the annexation into the city of Post Falls. He explained that the general location is south of Grange Ave. and west of McGuire Rd.

Mr. Porter testified that the current land use is large lot residential in Kootenai County and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. He testified that the water will be provided by the East Greenacres Irrigation District and the city of Post Falls will provide wastewater services.

Mr. Porter testified regarding the surrounding uses, explaining that to the east is R-1-S and everything to the north, west, and south is within Kootenai County making this proposal contiguous with city limits on the eastern side. He noted that farther to the south is single-family homes and a commercial node.

Mr. Porter stated that the Future Land Use Map designates the area as transitional. He submitted that the transitional designation is given to lands suitable for growth with unknown timing. He testified that guidance for transitional areas can be found within the associated Focus Area in the Comprehensive Plan.

Mr. Porter explained that this area is within the West Prairie focus area, which states that mixed residential is envisioned between McGuire Rd. and Corbin Rd. with higher densities near commercial corridors and arterials in this area. He indicated that the focus area provides that the area may benefit from a sub-area plan that examines lot and block development patterns to aid transition of five-acre lots.

Mr. Porter testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal five, seven, and twelve may possibly be relevant and applicable goals. He testified that policies one, two, fourteen, and fifteen may be appropriate for consideration by the Commission.

Mr. Porter testified that zoning should be assigned following consideration of such items such as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. He stated that McGuire Rd. is a minor arterial roadway which can accommodate 6000 to 15,000 vehicles per day, which projected volumes for 2035 would be accommodated. He noted that the site is over the Rathdrum Prairie Aquifer and the proposed zoning is compatible with the land uses anticipated within the city's master plans.

Mr. Porter testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. He explained this criterion is not applicable as commercial or high density residential is not being requested.

Mr. Porter testified that 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. He illustrated that the site is in an area that is father away from the higher intensity areas of urban activity.

Mr. Porter testified that the last criteria is inapplicable as this is not a request for industrial zoning nor is the request located near any other industrial properties.

Mr. Porter in response to a question from the Commission, stated that the R-1-S zone, according to the bulk and placement table carries a one-acre minimum lot size and minimum lot width is 135 feet. He noted that the properties to the east, while zoned R-1-S, are under a PUD with half acre lots.

Gordon Dobler, Dobler Engineering, Applicant

Mr. Dobler testified that they previously brought the annexation with the R1 without any subdivision last year and Council had angst over that. He believed that the reason was because the R1 zone can accommodate 6,500 square foot lots which they never had intended. He testified that they had nothing to offer about what they wanted to do so they denied it.

Mr. Dobler testified that what they have ended up doing is putting a density cap in the Annexation Agreement, which basically says, we like the annexation and the subdivision, and we want to prohibit this from becoming denser. He noted that this is a dilemma because Post Falls doesn't have a medium zone with 10,000 or quarter acre lots its 6,500 or 1-acre or you can do an R-1-S PUD and get smaller lots and higher density but then you dedicate 10% open space. So, he indicated, that is

why we are here with the subdivision to show the plan for a less dense R-1 subdivision.

Mr. Dobler testified that on the future land use map, you've got Business/Commercial which is on the other side of Corbin and the Transitional is between Corbin and McGuire. He explained that what they are requesting is low-density and there is larger acre lots on the east of McGuire, so this density provides a great transition between a future Business/Commercial area and the larger lots to the east. He illustrated that the current land use in the surrounding area is R-1 and the R-1-S with a PUD, noting that he did not know of any 1-acre lot subdivisions that have been approved lately. He urged the Commission to keep that in mind as the average lot size of surrounding properties is about $\frac{1}{4}$ - $\frac{1}{2}$ acre. He testified that their request for 33 lots with a density of 2.67 units per acre, and they would anticipate a density cap in the Annexation Agreement, which they are find with. He explained that the existing home on the corner of Grange and McGuire will be kept so that will be the largest lot and we have some open space to the south along Hargrave, which is unused right of way, and if Hargrave extends through in the future those tracks are vacated, there would be more open space. He noted that they will have an HOA that would take care of this area.

Mr. Dobler testified about traffic generation stating that, trip generation for the 33 homes would be 312 during the peak hours. He attested that they have the will serve letter from East Greenacres and city sewer has the capacity to serve this request as well. He illustrated that the property would access McGuire Rd, a minor arterial and additional right-of-way would be dedicated with the annexation and the roads would be widened with development. He stated that a multi-use path will be brought in along McGuire with the subdivision.

Mr. Dobler attested that single-family typically generates about .6 children per resident generally this number would be less if your market is retirees. He noted that this is just an idea of how this request will impact the school district. He testified that there are 5 parks within the three-quarter mile radius noting that they also pay park impact fees. He testified that this request meets the Goals and Policies of the Comprehensive Plan. Additionally, he mentioned that they had a neighborhood meeting in November of 2021 which 15-20 people came, they sent out notices and invited them to the Sawmill Grill in the evening. He explained that they informed them of the model, large shop lots which is what the market wants. He went on to say that they showed them some similar product from Anthem Pacific Homes that were part of Tranquil Meadows another subdivision north of here the same owner. He indicated that there were some concerns about the view if 2-story homes were built, but it was a good meeting. He testified that this is an orderly expansion of the city.

Ryne Stoker, Applicant

Mr. Stoker testified that their extension of this subdivision, besides the one 6-acre parcel and the Adams parcels, the sewer runs out at that north end to where it hits Grange Rd, as it does not have the depth to sewer anything else. He explained that it will take major improvement to be able to have any sewer in that general area. He professed that this is not a latchkey lead into just marching across the Prairie, this is where it would stop until there are major improvements on the sewer.

Public Testimony:

The hearing was opened for public testimony.

Jeremy Voeller (Brief Written Comment Read into Record)

Mr. Voeller testified in favor of the proposal.

Angela Adams

Ms. Adams testified that she felt that R-1-S would be a better zoning, as it would maintain the integrity and consistency of the area and would complement well with the Meadows and also the new subdivision up north. She hypothesized that Garnet Ranch or Garnet Estates, which is 5-acre tracks,

is what a lot of people are looking for, a little elbow room. She implored the Commissioners that if you do vote yes that they would actually have read the application and that they are 100% certain that it is for the subject property on McGuire and Grange like was stated. She noted that they did have this passed last year it was accepted but when the Kulka Kelley Annexation for these parcels was approved there were several points of reference on several pages that were nowhere near McGuire and Grange.

Ms. Adams thought it was clear to anyone that read the application that the property being referenced half the time was on Prairie Ave and it was obvious the Engineering Firm simply resubmitted the application for Kulka Land Tranquil Meadows or Quiet Ridge Subdivisions without changing the information and he did reference the two closer ones. She noted a couple of the mistakes, one was the widening of Prairie if you look at the project map, it is not on Prairie, another reference was the traffic impact on Chase and Prairie that is a mile or two away. So, she surmised that it was not right for that blatantly deceitful and inaccurate application to be approved by the City and passed on to you and then approved again.

Ms. Adams testified that the neighborhood meeting was where they hosted drinks and appetizers in the whiskey lounge and what she found interesting was when this was referencing the local neighbors there is a quote, a sentence in here that says we have been told by City Staff that one of the reasons the project was denied was a general misunderstanding of the project. She claimed that is referring to me as a local neighbor and that gives me the impression that the City Staff, they're referring to told Kulka Kelley they did everything they could to push this through, but we neighbors are just too ignorant to understand this. She declared that she understands what this is and if you vote yes, she will again ask that the Commission has read the application and it is for this property the documents that are submitted to you, which she thought were legal government documents. They are done by a professional engineer and should almost be flawless there should not be that many mistakes in an application and have it approved. She hoped that the approval of the last application with all those mistakes was an isolated incident and isn't common practice.

Shari Bolander (Brief Written Comment Read into Record)

Ms. Boldander testified that she lives at the corner of N. Howell Rd. and McGuire Rd. in Prairie Meadows. She opposes so much traffic along McGuire Rd. now with lots of noise and pollution from vehicles. She testified that adding this subdivision will only add to this congestion and traffic.

Robert Lakey (Brief Written Comment Read into Record)

Mr. Lakey testified in opposition to the proposal.

Gail Randall (Brief Written Comment Read into Record)

Ms. Randall testified that she has lived on 5 acres in the neighborhood surrounding the proposed subdivision (located on Grange and McGuire) for over 15 years and have watched all the changes and subdivisions being built nearby. She enjoys watching the rabbits, pheasants, quail, hawks, squirrels, and other wildlife that make the fields, trees, and open space their homes. The current zoning of agricultural allows these animals and birds to live, reproduce and survive on the existing 5+ acre properties. She explained that her and her husband raise quail and release them to live and thrive in this natural environment. She fears that if the zoning is changed to allow more than 1 home per 5 acres, it will have a negative impact on these wonderful creatures. She knows a lot of the existing wildlife have already been displaced from other housing developments in this area, so she asks that we not disturb their habitat any further by allowing more housing development in our area.

Tim Randall (Brief Written Comment Read into Record)

Mr. Randall testified that the neighborhoods and homes on acreage around the proposed subdivision (located on Grange and McGuire) not only provide a habitat for bunnies, quail, pheasant, hawks, and

other wildlife, it provides homes and small farms for families. He explained that these small farms produce hay, alfalfa, produce, and farm fresh chicken eggs that are sold to residents and local stores. He stated that developers are willing to pay large sums for these 5+ acre properties to put houses on but I bet there are families that would also like to purchase these properties too – but can't compete with the developers. He testified that by keeping the agricultural zoning in place, it will make it possible for families to acquire the small farm properties and use them to give back and provide goods to the surrounding communities.

Bernadine Ankney (Brief Written Comment Read into Record)

Ms. Ankney testified that it should confine their buildings to only one or two homes per acre.

Jeff Adams

Mr. Adams testified that he opposes this annexation and development as R1, he thought R-1-S would be a better fit for it if you look at all the surrounding properties you got big tracks of land on the north, south and west and there is the R-1-S to the east. His understanding from what Dobler stated is these are going to be shop lots and 10,000 square foot lots is pretty tight to put a nice size house and a nice shop on without creating variances and everything else on everybody else's piece of property. He thought bigger lots would be a better option for this particular development.

Steve Clevenger

Mr. Clevenger testified that he lives in the old Grange House and part of the appeal for he and his wife was living on the border of the City and the County, and we appreciate the benefits of the open space across the way. He urged the Commission to not recommend annexation of that property. If you must annex it, he would strongly recommend that the zoning be R-1-S, as his opinion is that it's much more compatible with the adjacent area.

Jacqueline Melendreras

Ms. Melendreras testified that she was here last year and spoke about our apple orchard and our chicken house but today she was hearing many requests of revising and changing zoning to high-density housing, as many acres of large parcels are already being changed. She advocated for the prevention of pheasant extinction as she was asked by the state to raise and release pheasants in our community on and off since 2012. She has helped release hundreds of pheasants, fenced subdivisions and asphalt is opposite to the natural habitat necessary to survive and thrive. She explained that tight now, the hens are sitting on eggs so the next generation can survive. She explained that the closest subdivision to her at Chase and Fisher is called Pheasant. She indicated that the beauty the builder recognized is no longer welcoming with tightly fenced backyards and concrete sidewalks and driveways. She professed that her and her neighbor help the state to prevent the extinction of the pheasant population. She was here again asking for a tiny patch of the Prairie not to be taken away from them, this is their home her land is their land. He advocated that the beauty of preserving and being part of protecting our wildlife and watching god's creation in their natural setting has no equal. She testified that she was in opposition to changing our agricultural zoning and county way of life.

Joe Melendreras

Mr. Melendreras testified that his concern is at what point will we have enough R1 housing to where it does not impose on the county. He stated that when he purchased his property, it was very clear that the dividing line was between McGuire and the county. He explained that those lines were very clear at the time. His question now is if we keep allowing this at what point does it stop and at what point do those of us that chose to have a little chunk of land around us get crowded out or taxed out. He hoped that when the Commission decides on this that they rule against it and preserve the life that they have chosen live. He noted that obviously life in north Idaho is changing drastically

very rapidly and again at what point do we slow down and respect other people. He understood their financial commitment and they need to get a return on that because anyone that is in business knows that but, is our livelihood less valuable than what they are proposing is.

Rebuttal

Ryne Stoker, Applicant

Mr. Stoker testified that they talked about making these half acres or an acre lots, the difficulty of that is in the engineering and part of the right of way they have already had to give away on this five-acre parcel. He explained that to make these half acre lots you would have to combine two of the lots because they are about 10,000 square feet that will give you about 20,000 square feet these lots are currently 97 feet wide by about 104 feet deep. He noted that part of the problem is out of a normal five-acre parcel it's about 330 feet wide by 660 feet deep, after they give the right-of-way for McGuire they would be down to 275 feet so they have enough for a road and two side roads so our options to make these half acre parcels would require erasing every other property line or we could bring the road in all the way over to the Adams property, take it down south of the Adams property and what you'd end up with is about a 100-foot-wide lot that's about 210 feet deep, so you would end up with a lot of really unused land. He explained that is why they ended up with this subdivision layout, he is not opposed to increasing the size of the lots, but we work the developers that we deal with to come up very specifically on what width works for them given those depths because normally you're dealing with about 125 – 130-foot-deep lots on these but due to the Right of Way dedications they are squeezed down. He testified that of all the different scenarios on how the lots could potentially be laid out the changes would not make for a clean subdivision request.

Mr. Stoker testified in response to a question from the Commission that they would be required to and would end up having a perimeter fence along McGuire and was not sure about Grange. He explained they would end up having the builders put fences up around the property, that is what we have done with all the others.

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 criteria in City Code sections 18.16.010 and 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested initial zoning of Single Family Residential (R-1) zoning on approximately nine 12.26 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as transitional within the West Prairie Focus Area.

The applicable focus area provides that West Prairie is a transitional area with portions expected to develop as future residential, commercial, and industrial uses. The area includes three Area of City Impact (ACI) tiers: Exclusive Hauser, Exclusive Post Falls, and Shared Tier. Infrastructure to support urban development is mostly not in place at this time but is being planned for. The following items affirm or guide development of key policies for this area, or suggest future action items for the West Prairie focus area:

- Industrial and commercial uses are envisioned west of Pleasant View Road;
- A mix of residential, commercial, and industrial uses are envisioned Between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridors and arterials;
- Mixed residential is envisioned between McGuire Road and Corbin Road, with higher densities near commercial corridors and arterials. This area may benefit from a subarea plan that examines lot and block development patterns to aid transition of five-acre lots;

- Seek opportunities to develop off corridor commercial;
- Prairie Avenue's arterial classification suggests it be considered for commercial uses;
- Other West Prairie areas may warrant commercial use consideration if adjacent to arterial/collector streets where traffic volume exceeds 4,000 vehicles per day

The Commission finds that this is in a transitional area and the zoning of R-1 they are requesting will provide a transition from the R-1-S to the east toward the Pleasant View Corridor which is anticipated to develop with Industrial and Business Commercial.

The Commission finds that evidence and testimony demonstrate that the requested zoning designation consistent with the guiding principles within the associated focus area and therefore the request is consistent 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 following goals and policies contained in the comprehensive plan:

Goals:

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 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.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

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;

Additional housing may help further long-term fiscal health of the community by provide living accommodations to current and future workforce within the city.

- Maintain and enhance resident quality of life;

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

- Promote compatible, well-designed development;

Development will be required to meet City design standards for the proposed limited commercial and residential uses.

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

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;

This is addressed by the first review criterion of this recommendation.

- Compatibility with surrounding land uses;

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

- Infrastructure and service plans;

Sanitary Sewer to serve the site is located at the southeast corner of the property, in the intersection of Howell Rd. / Grange Ave. the easterly half of the property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by said sewer connection as part of the Montrose Lift Station Service Area. The remainder is in a "transitional area" that can be serviced by the connection, if elevations allow, or from a future main going to the Pleasant View Service Area. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. Prior to any development of the site and required as part of preliminary subdivision review, the owners would need to verify elevations for the sewer, as is typical for all subdivisions.

The City'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.

The East Greenacres Water District would provide water service.

- Existing and future traffic patterns;

The property is adjacent to McGuire Road, a classified Minor Arterial Roadway; and Grange Avenue, a classified local roadway. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with the following standards:

Minor Arterial: 110-foot total right-of-way width, along with a 15-foot sidewalk, drainage, and utility easement. The right-of-way would be measured from the existing eastern right-of-way line of McGuire Road.

Local Street: 70-foot total right-of-way width, along with a 10-foot sidewalk, drainage, and utility easement. The 35-foot half road right-of-way would be measured from the existing center of right-of-way for Grange Avenue. Note all existing rights of way for Grange Avenue., from the annexations western most boundary to McGuire Road. should be included in the annexation area.

W. Hargrave Ave.: An undeveloped portion of the W. Hargrave Ave. rights-of-way lies adjacent to the property's southern boundary. These rights-of-way should be included into the annexation boundary.

B.N.S.F Railways Spur: The railroad rights-of-way lying adjacent the subject properties southwesterly boundary should be included into the annexation boundary.

Future traffic patterns to/from this site are benefitted from the proximity to McGuire Road.

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

The response to this is embedded within the evaluation within this section.

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

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.

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

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools and emergency services;

Compliance with associated master plans has 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;

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;

No know environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.

- Timing that supports orderly development and/or coordinated extension of public services;

East of McGuire Rd. is developed and services available, and this proposal could allow Grange Ave. to be extended with public services.

- Comprehensive plan goals and policies.

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.

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

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 Commission finds that the proposed annexation area is adjacent to the minor arterial of McGuire Road, which provides connection to other higher capacity roadways of Prairie Avenue (to the north) and Seltice Way (to the south). Long range master planning anticipates the connection of Grange Ave. westerly to Pleasant View Road.

Minor Arterials are designed to accommodate traffic volumes of 6,000 - 15,000 vehicles per day. McGuire Road is estimated to have 2025 volumes of 4,900 vehicles per day and 2035 volumes of 8,500 vehicles per day.

The Commission finds that the requested zoning is in conformance with the anticipated land uses and trip generations within the City's Transportation Master Plan. The Zone request 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.

Water and Sanitary Sewer:

The Commission finds that East Greenacres Irrigation District will provide Water service and the city of Post Falls will provide sanitary sewer service. Sanitary Sewer currently exists at the property's southeastern boundary in the intersection of Grange Avenue / McGuire Road. The property requesting annexation and zoning is identified in the city of Post Falls Water Reclamation

Master Plan as capable of being serviced by the existing sewer system, though elevations for the western half of the property should be verified prior to subdivision approval. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

Compatibility with Existing Development and Future Uses:

The Commission finds that the proposed 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:

The Commission finds that the Future Land Use Map depicts the land use designation for this area as Transitional. The proposed zoning is the most appropriate zone per the direction of the applicable Focus Area.

Geographic/Natural Features:

The site is located over the Rathdrum Prairie Aquifer and contains no other geographic or other natural features that would adversely 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 request.

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 the proposed lower density residential zoning is far away from higher intensity urban activity. Therefore, the Commission finds this criterion satisfied.

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 as the request is not for industrial and there are no industrial uses or industrial zoned properties within the immediate area. The Commission notes that this is somewhat reversed as the approval of residential is in keeping the larger lots away from the industrial that is along Pleasant View.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-22-5, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments and a motion to recommend approval of the recommended zoning upon annexation was made, the motion carried a majority of the Commission. The Planning and Zoning Commission hereby recommends that City Council approved the proposal finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for Single Family Residential (R-1) zoning on approximately 12.26 acres upon successful annexation of the property.

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.

Hydrilla Estates Zone Change File No. ZC-22-2

Planning and Zoning Commission Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Whipple Consulting Engineers, Inc.

LOCATION: Generally located on the northeast corner of the intersection of W. Fisher Ave. and N. Howell Rd.

REQUEST: Rezone approximately 5.37 acres from Single-Family Residential Suburban (R1S) to Single-Family Residential (R1).

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-5 Will Serve
4. A-7 Auth Letter
5. A-8 Title Report
6. A-9 Warranty Deed
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFPD Comments
11. PA-2 KCFR Comments
12. PA-3 DEQ Comments
13. PA-4 PFSD Comments
14. P&Z Staff Report
15. Testimony at the public hearing on June 29, 2022, including:

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 public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 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 Commission in their application of City Code section 18.16.010 and 18.20.100 when making the Commission's recommendation on zoning 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 5.37 acres from existing Single Family Residential Suburban (R-1-S) zoning to Single Family Residential (R-1). He illustrated that the proposed location is at the northeast corner of Howell Rd. and W. Fisher Ave. He noted that to the south is the Prairie Meadows Subdivision which is larger estate homes, directly to the North and East is more akin to R-1 lots.

Mr. Manley testified that the current land use is large lot residential within the city of Post Falls. He noted that it is over the Rathdrum Prairie Aquifer and water would be provided by East Greenacres and wastewater would be provided by the city of Post Falls. He testified that the surrounding zoning is R-1-S but noted that you see structures and development patterns that are very unlike R-1-S and this is because of PUDs that occurred under a previous version of the municipal code. He explained that if those developments were to occur today, they would have to be rezoned as R-1 as PUDs must now match the underlying zoning. He noted that some newer developments in the nearby areas along Prairie do have R-1 zoning.

Mr. Manley testified that in looking at the Future Land Use Map you see this as low density residential which would be consistent with the R-1 designation within the Comp. Plan. He explained that low-density residential entertains all types of single-family residential uses up to eight dwelling units per acre. He testified that this property is currently compatible as R-1-S is an implementing zone but it is also compatible to the requested R-1, as that is also an implementing zone. He noted the densities can vary as appropriate and the request is located within the Central Prairie Focus Area. He explained that the Focus Area provides that with land values increasing, new projects are more likely to integrate higher density housing with community amenities to broaden their appeal to buyers and it supports provisions for a variety of housing types and densities.

Mr. Manley testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goals one, two, five, seven, and twelve to possibly be relevant and applicable goals which are detailed in the staff report and relate to safe neighborhoods, diversified housing, supporting long term community sustainability. He testified that policies one and two may be appropriate for consideration by the Commission and are explained in the staff report. He indicated that policies eight and fifteen may also be applicable.

Mr. Manley testified that zoning should be assigned following consideration of such items such as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. He stated that Fisher Ave. is classified as a minor collector and Howell Rd is a residential collector. He asserted that the zone change would not have a negative impact on surrounding transportation systems.

Mr. Manley testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. He explained that they are not asking for commercial or high-density residential zoning and therefore this criterion is not applicable.

Mr. Manley testified that that 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. He noted that this is lower density residential and this area is not near higher intense urban activity and therefore consistent with this criterion.

Mr. Manley testified that the last criteria is inapplicable as there is not a request for industrial zoning nor are they located near any other industrial properties.

Ray Kimball, Whipple Consulting Engineers, Applicant

Mr. Kimball testified that back in 2004-2005, he worked for the developers of the Craftsman at Meadow Ridge and designed the subdivision and was part of the annexation. He noted that in December of 2005 it was annexed in with 2 phases and they chose R1S because back then PUDs were an option, which allowed us to cut the lot sizes down and increase the density. He explained that 5-6 years ago, the city changed the code and are no longer allowed to increase density with a PUD. He testified that it was always the developers plan to build this as phase 2 and then the real-estate plunged in the 2007 hit; the property was never developed and never purchased by a developer. He explained that his client purchased this last year and that is when we started running concepts.

Mr. Kimball testified that the Future Land Use Map designates this area as low-density residential this project fits in with that, R1 is a zone within the land use designation. He explained that the density is like a typical R1 subdivision which is typically 3.5 to 3.8 units per acre. He stated that these lots are significantly larger with a density of about 2.79 units per acre the same to the north and the lots to the east, which says it is about 2 however that includes the park which brings that subdivision to closer to 2.5 units per acre. He asserted that yes, the zoning fits the future land use map and complies with the City's transportation and sewer master plans.

Mr. Kimball testified that the R1 zoning is supported by the comprehensive plan as described in the narrative and in the staff report. He noted that if we were to develop this property as an R1S, there would not be any internal street connections all lots would front Howell. He indicated that the proposed R1 zoning is surrounded by residential uses and is over a mile away from any commercial zoning. He reiterated that the requested R1 zoning is in conformance with the Future Land Use Map.

Mr. Kimball testified that going into the subdivision plan, staff explained it well, our first submittal did not have Hydrilla pop out to Howell and so it was requested that we redesigned the layout to show it connected. He explained that they did have to bring the lot sizes down about 500 square feet however, the lot sizes are still over 10,000 square feet: nice large lots. He asserted that this proposal would allow the transportation network in the area to flow, it will allow the residents to north more than one way to travel outside of their neighborhood. He explained that this corner will also fill in the pedestrian pathway and bring that complete connection.

Mr. Kimball testified that this is within the boundaries of East Greenacres Irrigation District and they have provided a will serve letter. He noted that the sewer is a little different than normal, as it needs lift station improvements. He explained that the lift stations on Howell or on Fisher have limitation issues. He attested that the lift station handles majority of the northern area of Prairie Falls which is about 150 houses, a lift station is a concrete vault in the ground with pumps in it and the sewer flows into it and once it is full the pumps turn on and pumps up to another gravity manhole and it flows on its way down towards the plant. He explained that there are 2 current lift stations, one is at the corner of Idaho and Prairie, and another one at the corner of Spokane St. and Prairie which are being taken offline. He stated that the city is doing some sewer improvement projects, temporary lift stations and they are putting in a gravity main that will allow the sewer to flow the way it was intended within the Master Plan.

Mr. Kimball testified that the lift station on Fisher is being upgraded this year, just means it will get bigger pumps and new control wiring. He noted that typical wastewater systems have peak hours which is about 8 in the morning and drops off during the day and then a dinner peak happens, dishes, laundry, etc. and this is the natural cycles of what happens upstream of a lift station. He explained that it takes about an hour from the Prairie Falls area to get to the first lift station, on Guy Rd., when the pump is off there is zero flow and then the pump turns on when it fills up (50 gallons per minute) then the pump shuts off again. So, he expounded, that flow that is seen downstream of the Guy Rd lift station will go to the Fisher lift station after the others are taken offline.

Mr. Kimball explained that the reason he is talking about this is because of the criteria to have provisions made to supply adequate sewer. So, he submitted, we have a proposed modification to condition 11 Construction of the Subdivision cannot commence until the city of Post Falls completes reconstruction of the Fisher Ave. Lift Station, with an estimated completion 2025, unless the City verifies that the improvements being constructed in 2022 provide additional capacity to accommodate this development. He felt this gives flexibility to the city to be able to say yes, they can go and reevaluate the capacity after the improvements and if they have the capacity, we would be able to start construction sooner.

Mr. Kimball testified that the right of way will be dedicated for Fisher Ave. and Howell Rd. to City standards and provisions have been made to adequately provide connectivity to adjacent properties. He testified that there are no known hazards or topographical conditions that are incompatible with the proposed use and the proposal meets all the requirements of the R1 zoning.

Mr. Kimball testified that the idea for this project was because there was no middle product between and R1 and R1S, its either 1 acre or 6500 square feet, and we wanted to go with an R1 type product but were okay with some limitations. He explained that bigger lots were always the intent which is why we are bringing the subdivision forward at the same time to show that intent. In all honesty, he reminisced, it was a much different time when it came to the attitude of subdivision growth and planning. He storied those previous subdivisions like Fieldstone, the public hearings went until midnight and now we think it is a fantastic neighborhood. He noted that at the time R-1-S with a PUD was a path of least resistance and was a way to get to the same thing we are looking at today, that path is simply different now because the PUD option is gone.

Public Testimony:

The Commission opened the hearing for public testimony.

Wade Jacklin (Brief Written Comment read into Record)

Mr. Jacklin testified in favor stating that it is a perfect location for small infill neighborhood to help alleviate housing needs in our town.

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.

The Commission finds that the applicant has requested rezoning from Single Family Residential Suburban (R-1-S) to Single-Family Residential (R-1) zoning on approximately five point three seven (5.37) acres. The Future Land Use Map designates this area as low density residential within the Central Prairie focus area.

Based on the testimony provided and the staff report, the Future Land Use Map in the Comprehensive Plan designates this area as Low Density Residential and R-1 is an implementing zoning district. Therefore, the Commission concludes that the amendment to Single-Family Residential (R-1) 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 is 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:

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, this proposal encourages attractive, pedestrian-friendly development with a provision of diverse housing types.

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. This plan will provide improvements to the existing fabric and street network for Post Falls, improving the efficiency, function and value of the City.

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

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

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

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

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

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

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

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

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

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;

Additional housing may help further long-term fiscal health of the community by providing living accommodations to current and future workforce within the city.

- 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;

Development will be required to meet City design standards for the proposed limited commercial and residential uses.

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

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;

This is addressed by the first review criterion of this recommendation.

- Compatibility with surrounding land uses;

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

- Infrastructure and service plans;

Sanitary Sewer for the location is located along the property's southern boundary within Fisher Avenue. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The City's Water Reclamation System currently does not have the capacity to provide service to the site under the current zoning or under the proposed zoning. The City is scheduled to make improvements to the adjoining sewer system and downstream Fisher Lift Station in 2024, with improvements being available for use in 2025. The City would be willing to serve to the property with the existing or requested zoning classifications upon completion of the Fisher Lift Station Capacity improvements. Existing capacity is not a guarantee of future service.

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

The East Greenacres Irrigation District would service water.

- Existing and future traffic patterns;

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

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

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

The response to this is embedded within the evaluation within this section.

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

This site is currently undeveloped and under-utilized.

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

The proposed single family residential (R1) zoning will allow for more housing types and price levels than the existing single family residential suburban (R1S) zoning.

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

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

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

Multi-use paths and sidewalks will be constructed as part of the development of this site.

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

- Beautify and enhance community value;
- Provide shade and comfort;
- Affirm the city's association with the outdoors and its historic origins;
- Provide wildlife habitat.

Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are required. Additionally, street trees, one per lot per frontage will be required with the associated residential subdivision.

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

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

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

The Commission finds that future traffic patterns to/from this site are benefitted from the proximity to adjoining roadways that would distribute traffic from the subject site and have limited impacts to

neighboring developed residential neighborhoods. The proposed zone change would not have a negative impact on the surrounding transportation systems.

Water and Sanitary Sewer:

The Commission finds:

Sanitary Sewer for the location is located along the property's southern boundary within Fisher Avenue. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The City's Water Reclamation System currently does not have the capacity to provide service to the site neither under the current zoning nor under the proposed zoning. The city is scheduled to make improvements to the adjoining sewer system and downstream Fisher Lift Station in 2024, with improvements anticipated as being available for use in 2025. The City would be willing to serve to the property with the existing or requested zoning classifications upon completion of the Fisher Lift Station Capacity improvements. Existing capacity is not a guarantee of future service.

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

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

The East Greenacres Irrigation District will service water.

Compatibility with Existing Development and Future Uses:

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

Future Land Use Designation:

The Commission finds that the R-1 zone is compatible with the low-density residential land use designation.

Community Plans:

The Commission finds this not applicable.

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 the request for lower density residential zoning would be farther away from higher intense urban activity and therefore this criterion is satisfied.

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 proposal.

D. RECOMMENDATION OF THE COMMISSION:

Hydrilla Estates Zone Change, File No. ZC-22-2: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence, testimony, and comments. A motion to recommend approval of the requested zoning was made, the motion was carried unanimously by 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 the applicant's request for Single-Family Residential (R-1) 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.

Ashlar Ranch Subdivision File No. SUBD-0004-2022

Planning and Zoning Commission Reasoned Decision

A. INTRODUCTION:

APPLICANT: Olson Engineering

LOCATION: Generally located on the located east of Highway 41 and north of E. 12th Ave.

REQUEST: Subdividing approximately 10 acres into 27 Single-Family Residential Lots. As depicted Exhibit S-3.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plan
4. A-4 Preliminary Construction Plans
5. A-8 Will Serve
6. A-9 Auth Letter
7. A-10 Title Report
8. A-12 VS Development Operating Agreement
9. A-13 Quit Claim Deed
10. S-1 Vicinity Map
11. S-2 Zoning Map
12. S-3 Future Land Use Map
13. PA-1 PFPD Comments
14. PA-2 KCFR Comments
15. PA-3 PFHD Comments
16. PC-1 Hayes Comments
17. PZ Staff Report
18. Testimony at the June 14, 2022, Planning and Zoning Commission (“Commission”) hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter “Commission”) at the June 14, 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 to subdivide approximately 10 acres into 27 lots within the Single Family Residential (R-1) zoning designation (SUBD-0004-2022). The request is evaluated under the standards of Post Falls Municipal Code (“PFMC”) § 17.12.060.

Laura Jones, Associate Planner

Ms. Jones presented the staff report to the Commission. She testified that the owner of the property is VS Development represented by the Applicant, Olson Engineering. She testified that the applicant is seeking to subdivide approximately 10 acres into 27 lots within the Single Family Residential (R-1) zoning designation.

Ms. Jones explained that the general east of Highway 41 and north of E. 12th Ave. She testified that the current land use is unutilized with an existing storage building and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. She testified that the water will be provided by the Ross Point Water District and the city of Post Falls will provide wastewater services.

Ms. Jones testified regarding the surrounding uses, explaining that to the north and west is county properties zoned high-density residential with mobile homes, to the east and south there are single-family residential homes in Kootenai. She noted that to the southwest is where we have continuity to city property, which is Crimson King Estates an R-1 subdivision. She testified that to the northwest is the Bel Cielo III annexation and apartments.

Ms. Jones testified that the request is for 27 Single-Family lots, they will be providing the north-south connection of Zorros Rd. and an east-west connection of Davin Dr. for future connections, as well as frontage improvements along east 12th Ave. which includes curb, sidewalk, gutter, swales, street trees, and lights.

Ms. Jones testified regarding the first review criteria, stating again that water will be provided by Ross Point Water District, and a will serve letter has been submitted by the applicant. As to the second criteria, she stated that the city has sufficient capacity for the proposed uses, and it is in conformance with the city's water reclamation master plan. As to the third review criteria, she explained that the proposed streets are consistent with the transportation element of the comprehensive plan. She testified that the subdivision lies near the principal arterial Highway 41, 16th will be the major collector if Zorros connects to the north and the minor collector of E. 12th so the subdivision will not have a negative impact on the local transportation system and will facilitate future connectivity.

Ms. Jones testified regarding the fourth review criteria, stating that the site is located over the Rathdrum prairie aquifer and at this time there are no known soil or topographical conditions that have been identified as hazards. As to the fifth review criteria, she attested that the subdivision is contingent on the annexation and zoning approval from City Council and if approved, the proposed lots comply with the bulk and placement standards for the relevant zoning designations. Finally, as to the last review criteria, she testified that impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, city water and water reclamations facilities.

Ms. Jones, in response to a question from the Commission, indicated that initial access in and out will be from 12th until those future connections are made.

Jeramie Terzulli, Olson Engineering, Applicant

Mr. Terzulli testified that this request is consistent with the Future Land Use Map, as it shows we are in the Transitional area. He explained that the East Prairie Focus Area constitutes Post Falls' easternmost edge and it immediately abuts land forecast for inclusion in Coeur d'Alene and is slated for relatively intensive residential development. He stated that it supports development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails.

Mr. Terzulli testified that between this project and Bel Cielo connectivity will be created which shows how good your staff is at holding the development community to these master transportation plans and not just letting the developers come in and do whatever they want. He noted that we tried a couple of times with the subdivision layout and Mr. Palus pointed out that the master transportation plan cites a quarter mile backage road in there and we had to incorporate it into our plan. He stated that they have pedestrian connectivity along Crimson King that leads to Highway 41 which will be a controlled intersection with pedestrian crosswalks with the continued multi-use path as more development happens along Highway 41. He asserted that the pedestrian connection also is and will be extended to the west of Highway 41 and the pedestrian connection moves south across Seltice to the Centennial Trail as well.

Mr. Terzulli testified that Zorros will continue to the north and have that complete connection as more development comes in, as staff stated, this is the quarter mile backage road. He explained that this is to alleviate and give people the ability to funnel onto the major corridors and so people are not log jamming at different intersections. He affirmed that when you look at Bel Cielo and reserving property to the east of it for the future connectivity; they have designed Zorros Rd. in conjunction with the existing Zorros; which gives us a couple of pieces to the puzzle and will eventually create the connectivity for a true networked road and street system.

Mr. Terzulli testified that the Comprehensive Plan has a plethora of goals and policies, and are very well written however, there is a disclaimer in the beginning of this appendix that summarizes all the goals and policies found throughout the 100 plus pages of it and states that goals and policies are numbered sequentially. He noted that the number does not indicate any city priorities or relative importance and I find that to be a disservice to this Commission and to the Council as how do you enact policy if you don't rank order of the goals. So, he went on that he took the liberty of pulling the goals and policies that continue to be brought up in every meeting as they have organically ranked order themselves through these discussions. He explained that housing, traffic, and taxes and what are we going to with all the people moving here is what this all boils down to.

Mr. Terzulli explained what Kootenai County could potentially look like, from the census, in 1990 the population was about 65,000 current population plus or minus is 160,000 and the projected growth 10 years 227,000 and 20-year growth will be about 304,000. He noted that the current population of Orange County California is 3.2 million and current population of Ada County in Boise is 470,000. He testified that it took us 30 years to get from 65,000 to 162,000 and the projections are for us to double again in 20 years and if we doubled in 15 years instead, we would still be looking at 65% of the population of the Boise area. He went on to state that anyone that has spent time in Boise can still contend that there are features of Boise that give it a small-town aesthetic and he does not believe anyone that spends time down there thinks that they are in some place in southern California.

Mr. Terzulli testified that he could stand on Canfield Mountain and look out over the Valley Floor and anticipate a 30% growth and he is not appalled by it. He understands some might be, but he thought we needed to talk real numbers if this was going to be an honest conversation. So, he explained, increasing housing stock is going to help stabilize prices, which is just a supply and demand. He illustrated that if we can create a range of housing products that come to the market it creates a more sustainable mix and it's just going to help that imbalance. He believes we can handle the growth if we continue to work with staff and implement these policies effectively especially the transportation plan that diversity of housing products will also help stabilize the tax base. He testified that he has talked about traffic a lot about the Transportation Master Plan which will create this networking of streets that will be helpful and will help funnel traffic appropriately.

Mr. Terzulli testified that impact fees are going to be collected to help fund these Capital Improvement Projects in addition to the developer building what they need to in front of their development. He explained that the 41 improvements have been designed to accommodate this type of growth to the east they were not just planning for what currently exists. He asserted that even with an extra hundred thousand people here we will still feel like a small town as stable growth is going to provide an opportunity for additional industries for additional services and for additional growth in the commercial sector. He went on to explain that creates long-term fiscal health of the community.

Mr. Terzulli testified that Kootenai County is still ridiculously low in their tax levy rates in general based on State average and National averages and the market demand. He explained that the market demand is what increases that fair market value which is what's showing up in our new tax assessed value as those prices stabilize and come down that's what the fair market value should show and that's what our tax assessment should show.

Mr. Terzulli testified that the R1 zoning designation appropriate when considering the streets and the

traffic patterns and connectivity in the Master Plan, as they have this tiered development shown. He explained that about the high intensity uses on the major corridor, with Commercial, and multi-family components and when looking towards the west it goes down to the traditional single family and we are adjacent to some single-family. He explained that we should anticipate as this develops to the east that that pattern will continue to less dense residential.

Mr. Terzulli testified that they are proposing larger lots, shop lots and help absorb some of the transplant buyers. Again, he noted, Ross Point Water District will service water and the city is going to provide the sewer. He testified that all other criteria for the subdivision have been met if R1 zoning designation is what is implemented. He also noted that they will not be asking for any variances and are working closely with the city on their master transportation plan and there are no topographical issues. He testified that all the proposed conditions have been reviewed and they have no exception to those.

Public Testimony:

The hearing was opened for public testimony.

Jeremy Voeller (Brief Written Comment Read into Record)

Mr. Voeller testified in favor and that he was here as part of the ownership of Ashlar Ranch and was available for questions if needed. He noted that they will be building similar product to that on McGuire and Grange if that is approved.

Samantha Steigleder

Ms. Steigleder testified that she was in favor of this R1, looks like you could put more units on it if desired based on the zoning. She stated that as a resident of Post Falls and talking about being like California, she was born and raised there. California has had a law for many years, that it protected taxes from rising too quickly on their properties so you couldn't go from one year to the next and have increased value like we're seeing in Idaho.

Ms. Steigleder explained that when people move from California to here and say they don't want it to be like California, they are not talking about Orange County, the Bay area, or any other place, where very wealthy people live, they are talking about other counties in California like the middle of California like Tulare, Kings, San Joaquin, etc., stating those communities that have been overrun with drugs and lots of other terrible things. She explained that when she sees different types of housing being put in where normal people on normal incomes live, that is what happens.

Ms. Steigleder testified that we keep increasing the supply however, the prices are not dropping, that is the idea of supply and demand, so she was not sure of the point. She questioned whether we expect the supply to exceed the demand and have the prices go down as she just does not think this something that is attainable. She stated that instead of asking about the percentages of R1, R2, and R3, why cannot we look at units so we can talk about the number of people living in Post Falls that are either living in an apartment complex or twin homes or condos or R1 because that is really what we're talking about. She asked if we really want to have half of Post Falls be in apartment complexes and half be R1, she does not think so, and does not think they are comparable numbers. Anyway, she concluded, she thought this project is going to be beautiful.

Rebuttal

Jeramie Terzulli, Olson Engineering, Applicant

Mr. Terzulli testified that these are going to be nearly double the minimum lot size required in the R1 zoning and is a deliberate attempt to put in larger lots with the ability to put a shop. He noted that they

could have gone denser and jammed some more units in there by right as the R1 zoning designation has a 6500 square feet minimum.

Mr. Terzulli explained that the reason he brought up the population and the reason for the distillation exercise because those are the issues that keep coming up. He pointed out that even the most liberal projections of population put us in an area that he believes is very sustainable and can directly align with the Comprehensive Plans goal to maintain a small town feel and aesthetic in Post Falls. He stated that it is possible while bringing in this growth. He explained that people are moving to places that better align with their core values and so we are seeing this natural shifting of people that want to be governed in more liberal states are gravitating there or choosing not to leave there and people that have had enough are moving. He noted he has had conversations with people that moved here they express why they've moved and it's in essence a political reason. He explained that one woman he spoke to was released from the San Francisco Police Department because she refused to get vaccinated.

Mr. Terzulli testified that diversity of housing product is coming to the market he believes it is a key component to what we have right now. As to the tax issue, he believes we have a cap on that. He went on to state that just because our property assessed value, which by state law must be within 90-110% of fair market value, increases they cannot increase our tax bill to reflect twice the property value they can only incrementally increase what we will pay in taxes. He simplified the point he was trying to make was if we can help stabilize some of this pricing perhaps or assessed value can better reflect fair market value then maybe we'll come back down to the stratosphere and therefore the tax consequence won't be so severe.

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") § 17.12.060.

C. SUBDIVISION REVIEW CRITERIA: (Post Falls Municipal Code Title 17.12.060, Subsection H): No subdivision shall receive approval unless findings and conclusions are made that:

C1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.

The Commission determines that water service to the project would be provided Ross Point Water District and they have adequate capacity to provide service to the project as proposed. The applicant has provided a will serve letter.

C2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.

The Commission determines that the City of Post Falls has adequate capacity to provide service to the subdivision as proposed. The layout of the sanitary sewer system as proposed is adequate. Any existing septic systems on the property will be required to be abandoned in conformance with Panhandle Health requirements.

C3. Proposed streets are consistent with the transportation element of the comprehensive plan.

The Commission determines that the subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system. The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.

Roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards.

- C4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.**

The Commission determines that, while the site is located over the Rathdrum prairie aquifer, no testimony or evidence was presented that identified any soil or topographical conditions as presenting hazards.

- C5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.**

The Commission determines that this subdivision request is conditioned upon the subsequent annexation and zoning by the City Council. If the area is zoned within the City of Post Falls as proposed with Single-Family Residential (R-1) zoning. The proposal conforms with the zoning and other requirements found in PPMC.

- C6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.**

The Commission determines that: Impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets.

- C7. Additional Recommended Conditions necessary to ensure compliance with the adopted standards:**

It is the decision of the Commission that the requested subdivision can meet the City's standards, however, to meet the criteria certain conditions will need to be met. Those conditions, 1-9 listed below, when imposed will ensure that the six criteria found in PPMC 17.12.060.H are met. Based upon the presentations made to the Commission on June 14, 2022, at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. This subdivision may only be approved subject to annexation approval.
2. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.

7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
 - Provide a 8” sewer main within the right-of-way of 12th Avenue in the properties.
 - Provide a 12” sewer main within the right-of-way for Zorros Street.
8. Direct access from residential lots to 12th Avenue and Zorros Street shall be prohibited on the face of the plat.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along 12th Avenue and Zorros Street, including all landscaping, irrigation and removal of snow from sidewalks and trails.

D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

Not Applicable, approval has been granted, subject to the conditions noted above.

E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

SUBD-0004-2022: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Ashlar Ranch Subdivision, SUBD-0004-2022, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on _____

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.

Ashford Place Subdivision
File No. SUBD-22-7
Planning and Zoning Commission
Reasoned Decision

A. INTRODUCTION:

APPLICANT: Dobler Engineering

LOCATION: Generally located on the southwest corner of Grange and McGuire.

REQUEST: Subdividing approximately 12.26 acres into 33 Single-Family Residential Lots. As depicted Exhibit S-3.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plat
4. A-4 Will Serve
5. A-6 Auth Letter
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. PZ Staff Report
14. Testimony at the May 25, 2022, Planning and Zoning Commission ("Commission") hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the May 25, 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 to subdivide approximately 12.26 acres into 33 lots, within the Single Family Residential (R-1) zoning designation (SUBD-22-7). The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report to the Commission. He testified that the owner of the property is Kulka Land, LLC represented by the Applicant, Dobler Engineering. He testified that the applicant is seeking to subdivide approximately 12.26 acres into 33 lots within the Single Family Residential (R-1) zoning designation.

Mr. Porter explained that the general location is south of Grange Ave. and west of McGuire Rd. He testified that the current land use is large lot residential in Kootenai County and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. He testified that the water will be provided by the East Greenacres Irrigation District and the city of Post Falls will provide wastewater

services.

Mr. Porter testified regarding the surrounding uses, explaining that to the east is R-1-S and everything to the north, west, and south is within Kootenai County making this proposal contiguous with city limits on the eastern side. He noted that farther to the south is single-family homes and a commercial node.

Mr. Porter testified that the request meets the R-1 Single Family zoning standards and is compliant with the official bulk and placement table. He stated that the average lot size is 10,880 sq/ft, and the minimum lot size is 10,000 sq/ft which exceeds the minimum lot size of 6,500 sq/ft required by the Single Family Residential (R-1) zone. He noted that there is no maximum lot size limitation, but this subdivision as proposed would have a maximum lot size just shy of 20,000 sq/ft.

Mr. Porter testified regarding the first review criteria, stating again that water will be provided East Greenacres Irrigation District. As to the second criteria, he stated that the city would be the sewer provider and has sufficient capacity for the proposed uses and it is in conformance with the city's water reclamation master plan. He noted that any existing homes, if remaining, would be required to connect to city sewer and abandon their septic systems. As to the third review criteria, he explained that the subdivision will not have a negative impact and direct access from residential lots onto McGuire Rd. will be prohibited.

Mr. Porter testified regarding the fourth review criteria, stating that the site is located over the Rathdrum prairie aquifer and at this time there are no known soil or topographical conditions that have been identified as hazards. As to the fifth review criteria, he attested that the subdivision is contingent on the annexation and zoning approval from City Council and if approved, the proposed lots comply with the bulk and placement standards for the relevant zoning designations. Finally, as to the last review criteria, he testified that impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, city water and water reclamations facilities.

Gordon Dobler, Dobler Engineering, Applicant

Mr. Dobler testified that they previously brought the annexation with the R1 without any subdivision last year and Council had angst over that. He believed that the reason was because the R1 zone can accommodate 6,500 square foot lots which they never had intended. He testified that they had nothing to offer about what they wanted to do so they denied it.

Mr. Dobler testified that what they have ended up doing is putting a density cap in the Annexation Agreement, which basically says, we like the annexation and the subdivision, and we want to prohibit this from becoming denser. He noted that this is a dilemma because Post Falls doesn't have a medium zone with 10,000 or quarter acre lots its 6,500 or 1-acre or you can do an R-1-S PUD and get smaller lots and higher density but then you dedicate 10% open space. So, he indicated, that is why we are here with the subdivision to show the plan for a less dense R-1 subdivision.

Mr. Dobler testified that on the future land use map, you've got Business/Commercial which is on the other side of Corbin and the Transitional is between Corbin and McGuire. He explained that what they are requesting is low-density and there is larger acre lots on the east of McGuire, so this density provides a great transition between a future Business/Commercial area and the larger lots to the east. He illustrated that the current land use in the surrounding area is R-1 and the R-1-S with a PUD, noting that he did not know of any 1-acre lot subdivisions that have been approved lately. He urged the Commission to keep that in mind as the average lot size of surrounding properties is about $\frac{1}{4}$ - $\frac{1}{2}$ acre. He testified that their request for 33 lots with a density of 2.67 units per acre, and they would anticipate a density cap in the Annexation Agreement, which they are fine with. He explained that the existing home on the corner of Grange and McGuire will be kept so that will be the largest lot and we have some open space to the south along Hargrave, which is unused right of way, and if Hargrave extends through in the future those tracks are vacated, there would be more open space. He noted

that they will have an HOA that would take care of this area.

Mr. Dobler testified about traffic generation stating that, trip generation for the 33 homes would be 312 during the peak hours. He attested that they have the will serve letter from East Greenacres and city sewer has the capacity to serve this request as well. He illustrated that the property would access McGuire Rd, a minor arterial and additional right-of-way would be dedicated with the annexation and the roads would be widened with development. He stated that a multi-use path will be brought in along McGuire with the subdivision.

Mr. Dobler attested that single-family typically generates about .6 children per resident generally this number would be less if your market is retirees. He noted that this is just an idea of how this request will impact the school district. He testified that there are 5 parks within the three-quarter mile radius noting that they also pay park impact fees. He testified that this request meets the Goals and Policies of the Comprehensive Plan. Additionally, he mentioned that they had a neighborhood meeting in November of 2021 which 15-20 people came, they sent out notices and invited them to the Sawmill Grill in the evening. He explained that they informed them of the model, large shop lots which is what the market wants. He went on to say that they showed them some similar product from Anthem Pacific Homes that were part of Tranquil Meadows another subdivision north of here the same owner. He indicated that there were some concerns about the view if 2-story homes were built, but it was a good meeting. He testified that this is an orderly expansion of the city.

Public Testimony:

The hearing was opened for public testimony.

Jeremy Voeller (Brief Written Comment Read into Record)

Mr. Voeller testified in favor of the proposal.

Angela Adams

Ms. Adams testified that she felt that R-1-S would be a better zoning, as it would maintain the integrity and consistency of the area and would complement well with the Meadows and also the new subdivision up north. She hypothesized that Garnet Ranch or Garnet Estates, which is 5-acre tracks, is what a lot of people are looking for, a little elbow room. She implored the Commissioners that if you do vote yes that they would actually have read the application and that they are 100% certain that it is for the subject property on McGuire and Grange like was stated. She noted that they did have this passed last year it was accepted but when the Kulka Kelley Annexation for these parcels was approved there were several points of reference on several pages that were nowhere near McGuire and Grange.

Ms. Adams thought it was clear to anyone that read the application that the property being referenced half the time was on Prairie Ave and it was obvious the Engineering Firm simply resubmitted the application for Kulka Land Tranquil Meadows or Quiet Ridge Subdivisions without changing the information and he did reverence the two closer ones. She noted a couple of the mistakes, one was the widening of Prairie if you look at the project map, it is not on Prairie, another reference was the traffic impact on Chase and Prairie that is a mile or two away. So, she surmised that it was not right for that blatantly deceitful and inaccurate application to be approved by the City and passed on to you and then approved again.

Ms. Adams testified that the neighborhood meeting was where they hosted drinks and appetizers in the whiskey lounge and what she found interesting was when this was referencing the local neighbors there is a quote, a sentence in here that says we have been told by City Staff that one of the reasons the project was denied was a general misunderstanding of the project. She claimed that is referring to me as a local neighbor and that gives me the impression that the City Staff, they're referring to told

Kulka Kelley they did everything they could to push this through, but we neighbors are just too ignorant to understand this. She declared that she understands what this is and if you vote yes, she will again ask that the Commission has read the application and it is for this property the documents that are submitted to you, which she thought were legal government documents. They are done by a professional engineer and should almost be flawless there should not be that many mistakes in an application and have it approved. She hoped that the approval of the last application with all those mistakes was an isolated incident and isn't common practice.

Shari Bolander (Brief Written Comment Read into Record)

Ms. Boldander testified that she lives at the corner of N. Howell Rd. and McGuire Rd. in Prairie Meadows. She opposes so much traffic along McGuire Rd. now with lots of noise and pollution from vehicles. She testified that adding this subdivision will only add to this congestion and traffic.

Robert Lakey (Brief Written Comment Read into Record)

Mr. Lakey testified in opposition to the proposal.

Gail Randall (Brief Written Comment Read into Record)

Ms. Randall testified that she has lived on 5 acres in the neighborhood surrounding the proposed subdivision (located on Grange and McGuire) for over 15 years and have watched all the changes and subdivisions being built nearby. She enjoys watching the rabbits, pheasants, quail, hawks, squirrels, and other wildlife that make the fields, trees, and open space their homes. The current zoning of agricultural allows these animals and birds to live, reproduce and survive on the existing 5+ acre properties. She explained that her and her husband raise quail and release them to live and thrive in this natural environment. She fears that if the zoning is changed to allow more than 1 home per 5 acres, it will have a negative impact on these wonderful creatures. She knows a lot of the existing wildlife have already been displaced from other housing developments in this area, so she asks that we not disturb their habitat any further by allowing more housing development in our area.

Tim Randall (Brief Written Comment Read into Record)

Mr. Randall testified that the neighborhoods and homes on acreage around the proposed subdivision (located on Grange and McGuire) not only provide a habitat for bunnies, quail, pheasant, hawks, and other wildlife, it provides homes and small farms for families. He explained that these small farms produce hay, alfalfa, produce, and farm fresh chicken eggs that are sold to residents and local stores. He stated that developers are willing to pay large sums for these 5+ acre properties to put houses on but I bet there are families that would also like to purchase these properties too – but can't compete with the developers. He testified that by keeping the agricultural zoning in place, it will make it possible for families to acquire the small farm properties and use them to give back and provide goods to the surrounding communities.

Bernadine Ankney (Brief Written Comment Read into Record)

Ms. Ankney testified that it should confine their buildings to only one or two homes per acre.

Jeff Adams

Mr. Adams testified that he opposes this annexation and development as R1, he thought R-1-S would be a better fit for it if you look at all the surrounding properties you got big tracks of land on the north, south and west and there is the R-1-S to the east. His understanding from what Dobler stated is these are going to be shop lots and 10,000 square foot lots is pretty tight to put a nice size house and a nice shop on without creating variances and everything else on everybody else's piece of property. He thought bigger lots would be a better option for this particular development.

Steve Clevenger

Mr. Clevenger testified that he lives in the old Grange House and part of the appeal for he and his wife was living on the border of the City and the County, and we appreciate the benefits of the open space across the way. He urged the Commission to not recommend annexation of that property. If you must annex it, he would strongly recommend that the zoning be R-1-S, as his opinion is that it's much more compatible with the adjacent area.

Jacqueline Melendreras

Ms. Melendreras testified that she was here last year and spoke about our apple orchard and our chicken house but today she was hearing many requests of revising and changing zoning to high-density housing, as many acres of large parcels are already being changed. She advocated for the prevention of pheasant extinction as she was asked by the state to raise and release pheasants in our community on and off since 2012. She has helped release hundreds of pheasants, fenced subdivisions and asphalt is opposite to the natural habitat necessary to survive and thrive. She explained that tight now, the hens are sitting on eggs so the next generation can survive. She explained that the closest subdivision to her at Chase and Fisher is called Pheasant. She indicated that the beauty the builder recognized is no longer welcoming with tightly fenced backyards and concrete sidewalks and driveways. She professed that her and her neighbor help the state to prevent the extinction of the pheasant population. She was here again asking for a tiny patch of the Prairie not to be taken away from them, this is their home her land is their land. He advocated that the beauty of preserving and being part of protecting our wildlife and watching god's creation in their natural setting has no equal. She testified that she was in opposition to changing our agricultural zoning and county way of life.

Joe Melendreras

Mr. Melendreras testified that his concern is at what point will we have enough R1 housing to where it does not impose on the county. He stated that when he purchased his property, it was very clear that the dividing line was between McGuire and the county. He explained that those lines were very clear at the time. His question now is if we keep allowing this at what point does it stop and at what point do those of us that chose to have a little chunk of land around us get crowded out or taxed out. He hoped that when the Commission decides on this that they rule against it and preserve the life that they have chosen live. He noted that obviously life in north Idaho is changing drastically very rapidly and again at what point do we slow down and respect other people. He understood their financial commitment and they need to get a return on that because anyone that is in business knows that but, is our livelihood less valuable than what they are proposing is.

Rebuttal**Ryne Stoker, Applicant**

Mr. Stoker testified that they talked about making these half acres or an acre lots, the difficulty of that is in the engineering and part of the right of way they have already had to give away on this five-acre parcel. He explained that to make these half acre lots you would have to combine two of the lots because they are about 10,000 square feet that will give you about 20,000 square feet these lots are currently 97 feet wide by about 104 feet deep. He noted that part of the problem is out of a normal five-acre parcel it's about 330 feet wide by 660 feet deep, after they give the right-of-way for McGuire they would be down to 275 feet so they have enough for a road and two side roads so our options to make these half acre parcels would require erasing every other property line or we could bring the road in all the way over to the Adams property, take it down south of the Adams property and what you'd end up with is about a 100-foot-wide lot that's about 210 feet deep, so you would end up with a lot of really unused land. He explained that is why they ended up with this subdivision layout, he is

not opposed to increasing the size of the lots, but we work the developers that we deal with to come up very specifically on what width works for them given those depths because normally you're dealing with about 125 – 130-foot-deep lots on these but due to the Right of Way dedications they are squeezed down. He testified that of all the different scenarios on how the lots could potentially be laid out the changes would not make for a clean subdivision request.

Mr. Stoker testified in response to a question from the Commission that they would be required to and would end up having a perimeter fence along McGuire and was not sure about Grange. He explained they would end up having the builders put fences up around the property, that is what we have done with all the others.

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”) § 17.12.060.

C. SUBDIVISION REVIEW CRITERIA: (Post Falls Municipal Code Title 17.12.060, Subsection H): No subdivision shall receive approval unless findings and conclusions are made that:

C1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.

The Commission finds that water service to the project would be provided East Greenacres Irrigation District and they have adequate capacity to provide service to the project as proposed. The applicant has provided a will serve letter.

C2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.

The Commission finds that the city of Post Falls has adequate capacity to provide service to the subdivision as proposed. The layout of the sanitary sewer system as proposed is adequate. Existing homes, if remaining, will be required to connect to City Sewer and pay appropriate fees with construction of the Subdivision. Existing septic systems will be required to be abandoned in conformance with Panhandle Health requirements.

C3. Proposed streets are consistent with the transportation element of the comprehensive plan.

The Commission finds that the subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system.

The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.

Roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards.

Direct access from residential lots to McGuire Rd. will not be allowed.

C4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

The Commission finds that, while the site is located over the Rathdrum prairie aquifer, no testimony or evidence was presented that identified any soil or topographical conditions as presenting hazards.

C5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.

The Commission finds that this subdivision request is conditioned upon the subsequent annexation and zoning by the City Council. If the area is zoned within the city of Post Falls as proposed with Single Family Residential (R-1) zoning, the proposed use will conform with the zoning and other requirements found in PFMC.

C6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.

The Commission finds that impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, multi-modal pathways, and streets. The City will assume typical costs for the regular maintenance and operation of the public roadway, sanitary sewer and water facilities constructed with the project.

C7. Additional Recommended Conditions necessary to ensure compliance with the adopted standards:

It is the decision of the Commission that the requested subdivision can meet the City's standards, however, to meet the criteria certain conditions will need to be met. Those conditions, 1-13 listed below, when imposed will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. This subdivision may only be approved subject to annexation approval.
2. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
 - Grange Avenue shall be constructed as a 38-foot width roadway (face of curb to face of curb)
 - McGuire Roadway shall be constructed as a 5-lane minor arterial, 65-feet (face of curb to face

of curb)

- 8. Direct access from residential lots to McGuire Road shall be prohibited on the face of the plat.
- 9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along McGuire Road, including all landscaping, irrigation and removal of snow from sidewalks and trails.
- 10. The Homeowners Association (HOA) shall maintain the right-of-way frontage of the undeveloped Hargrave Ave.
- 11. Any existing homes that are not identified for removal, shall include the removal of existing septic systems and connection to the City's Water Reclamation System.
- 12. A fence shall be constructed along the subdivision's frontages with the BNSF RXR right-of-way and with the McGuire Road right-of-way. Fencing shall be installed prior to final plat.
- 13. East / West pedestrian crossings that comply with ADA requirements shall be provided at the subdivision's connections on McGuire Rd. with Howell Rd. and Grange Ave.

D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

Not Applicable, approval has been granted, subject to the conditions noted above.

E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

SUBD-22-7: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Ashford Place Subdivision, SUBD-22-7, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on _____

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.

Hydrilla Estates Subdivision
File No. SUBD-22-8
Planning and Zoning Commission
Reasoned Decision

A. INTRODUCTION:

APPLICANT: Whipple Consulting Engineers, Inc.

LOCATION: Generally located on the northeast corner of the intersection of W. Fisher Ave. and N. Howell Rd.

REQUEST: Subdividing approximately 5.37 acres into 15 Single-Family Residential Lots. As depicted Exhibit S-3.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Initial Preliminary Plan
4. A-4 Utility Plan
5. A-5 Will Serve
6. A-7 Auth Letter
7. A-8 Title Report
8. A-9 Warranty Deed
9. A-10 Finalized Preliminary Plan
10. S-1 Vicinity Map
11. S-2 Zoning Map
12. S-3 Future Land Use Map
13. PA-1 PFPD Comments
14. PA-2 KCFR Comments
15. PA-3 DEQ Comments
16. PA-4 PFSD Comments
17. PZ Staff Report
18. Testimony at the June 29, 2022, Planning and Zoning Commission (“Commission”) hearing including:

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 to subdivide approximately 5.37 acres into 15 lots within the Single-Family Residential (R-1) zoning designation (SUBD-22-8). The request is evaluated under the standards of Post Falls Municipal Code (“PFMC”) § 17.12.060.

Jon Manley, Planning Manager

Mr. Manley presented the staff report to the Commission. He testified that the owner of the property is Wildhorse Investments, LLC represented by the Applicant, Ray Kimball, Whipple Consulting Engineers. He testified that the applicant is seeking to subdivide approximately 5.37 acres into 15

lots within the Single-Family Residential (R-1) zoning designation. He illustrated that the proposed location is at the northeast corner of Howell Rd. and W. Fisher Ave. He noted that to the south is the Prairie Meadows Subdivision which is larger estate homes, directly to the North and East is more akin to R-1 lots.

Mr. Manley testified that the current land use is large lot residential within the city of Post Falls. He noted that it is over the Rathdrum Prairie Aquifer and water would be provided by East Greenacres and wastewater would be provided by the city of Post Falls. He testified that the surrounding zoning is R-1-S but noted that you see structures and development patterns that are very unlike R-1-S and this is because of PUDs that occurred under a previous version of the municipal code. He explained that if those developments were to occur today, they would have to be rezoned as R-1 as PUDs must now match the underlying zoning. He noted that some newer developments in the nearby areas along Prairie do have R-1 zoning.

Mr. Manley testified that in this case there were some additional items that staff identified that needed to be adjusted from the initial subdivision plan. He explained that a modified subdivision plan is being presented to the Commission for consideration. He illustrated that the difference between the initial subdivision plan and the modified plan is the extension of Hydrilla Ave. to Howell to improve circulation and connectivity. Mr. Manley testified that the request is for 15 lots which meet the minimum lot size of 6,500 and minimum lot widths.

Mr. Manley testified regarding the first review criteria, stating that East Greenacres Irrigation District will provide water. As to the second criteria, he stated that the city of Post Falls will provide wastewater and has sufficient capacity for the proposed uses and it is in conformance with the city's water reclamation master plan. As to the third review criteria, he explained that the proposed streets are consistent with the transportation element of the comprehensive plan. He testified that direct access from residential lots onto Howell Rd. or Fisher Ave. would be prohibited.

Mr. Manley testified regarding the fourth review criteria, stating that the site is located over the Rathdrum prairie aquifer and at this time there are no known soil or topographical conditions that have been identified as hazards. As to the fifth review criteria, he attested that the subdivision is contingent on the zone change approval from City Council and if approved, the proposed lots comply with the bulk and placement standards for the relevant zoning designations. Finally, as to the last review criteria, he testified that impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, city water and water reclamations facilities.

Mr. Manley in response to a question from the Commission regarding access onto Howell, noted that when the apply for a residential building permit they will need to utilize the interior roadway for their drive approaches to reduce traffic conflicts on Howell and Fisher. He noted that would also be the same regardless of any zoning.

Mr. Manley in response to a question from the Commission regarding lot sizes and how they relate to other lots in the area, stated that visually they look like about 80 to 85 percent of the size of the lots to the east and are closer and more like the lots to the east than to those lots south of the property. He noted that they are very similar to the lots to the north, perhaps even slightly larger.

Ray Kimball, Whipple Consulting Engineers, Applicant

Mr. Kimball testified that back in 2004-2005, he worked for the developers of the Craftsman at Meadow Ridge and designed the subdivision and was part of the annexation. He noted that in December of 2005 it was annexed in with 2 phases and they chose R1S because back then PUDs were an option, which allowed us to cut the lot sizes down and increase the density. He explained that 5-6 years ago, the city changed the code and are no longer allowed to increase density with a PUD. He testified that it was always the developers plan to build this as phase 2 and then the real-

estate plunged in the 2007 hit; the property was never developed and never purchased by a developer. He explained that his client purchased this last year and that is when we started running concepts.

Mr. Kimball testified that the Future Land Use Map designates this area as low-density residential this project fits in with that, R1 is a zone within the land use designation. He explained that the density is like a typical R1 subdivision which is typically 3.5 to 3.8 units per acre. He stated that these lots are significantly larger with a density of about 2.79 units per acre the same to the north and the lots to the east, which says it is about 2 however that includes the park which brings that subdivision to closer to 2.5 units per acre. He asserted that yes, the zoning fits the future land use map and complies with the City's transportation and sewer master plans.

Mr. Kimball testified that the R1 zoning is supported by the comprehensive plan as described in the narrative and in the staff report. He noted that if we were to develop this property as an R1S, there would not be any internal street connections all lots would front Howell. He indicated that the proposed R1 zoning is surrounded by residential uses and is over a mile away from any commercial zoning. He reiterated that the requested R1 zoning is in conformance with the Future Land Use Map.

Mr. Kimball testified that going into the subdivision plan, staff explained it well, our first submittal did not have Hydrilla pop out to Howell and so it was requested that we redesigned the layout to show it connected. He explained that they did have to bring the lot sizes down about 500 square feet however, the lot sizes are still over 10,000 square feet: nice large lots. He asserted that this proposal would allow the transportation network in the area to flow, it will allow the residents to north more than one way to travel outside of their neighborhood. He explained that this corner will also fill in the pedestrian pathway and bring that complete connection.

Mr. Kimball testified that this is within the boundaries of East Greenacres Irrigation District and they have provided a will serve letter. He noted that the sewer is a little different than normal, as it needs lift station improvements. He explained that the lift stations on Howell or on Fisher have limitation issues. He attested that the lift station handles majority of the northern area of Prairie Falls which is about 150 houses, a lift station is a concrete vault in the ground with pumps in it and the sewer flows into it and once it is full the pumps turn on and pumps up to another gravity manhole and it flows on its way down towards the plant. He explained that there are 2 current lift stations, one is at the corner of Idaho and Prairie, and another one at the corner of Spokane St. and Prairie which are being taken offline. He stated that the city is doing some sewer improvement projects, temporary lift stations and they are putting in a gravity main that will allow the sewer to flow the way it was intended within the Master Plan.

Mr. Kimball testified that the lift station on Fisher is being upgraded this year, just means it will get bigger pumps and new control wiring. He noted that typical wastewater systems have peak hours which is about 8 in the morning and drops off during the day and then a dinner peak happens, dishes, laundry, etc. and this is the natural cycles of what happens upstream of a lift station. He explained that it takes about an hour from the Prairie Falls area to get to the first lift station, on Guy Rd., when the pump is off there is zero flow and then the pump turns on when it fills up (50 gallons per minute) then the pump shuts off again. So, he expounded, that flow that is seen downstream of the Guy Rd lift station will go to the Fisher lift station after the others are taken offline.

Mr. Kimball explained that the reason he is talking about this is because of the criteria to have provisions made to supply adequate sewer. So, he submitted, we have a proposed modification to condition 11 Construction of the Subdivision cannot commence until the city of Post Falls completes reconstruction of the Fisher Ave. Lift Station, with an estimated completion 2025, unless the City verifies that the improvements being constructed in 2022 provide additional capacity to accommodate this development. He felt this gives flexibility to the city to be able to say yes, they can go and reevaluate the capacity after the improvements and if they have the capacity, we would be able to start construction sooner.

Mr. Kimball testified that the right of way will be dedicated for Fisher Ave. and Howell Rd. to City standards and provisions have been made to adequately provide connectivity to adjacent properties. He testified that there are no known hazards or topographical conditions that are incompatible with the proposed use and the proposal meets all the requirements of the R1 zoning.

Mr. Kimball testified that the idea for this project was because there was no middle product between and R1 and R1S, its either 1 acre or 6500 square feet, and we wanted to go with an R1 type product but were okay with some limitations. He explained that bigger lots were always the intent which is why we are bringing the subdivision forward at the same time to show that intent. In all honesty, he reminisced, it was a much different time when it came to the attitude of subdivision growth and planning. He storied those previous subdivisions like Fieldstone, the public hearings went until midnight and now we think it is a fantastic neighborhood. He noted that at the time R-1-S with a PUD was a path of least resistance and was a way to get to the same thing we are looking at today, that path is simply different now because the PUD option is gone.

Public Testimony:

The hearing was opened for public testimony.

Wade Jacklin (Brief Written Comment read into Record)

Mr. Jacklin testified in favor stating that it is a perfect location for small infill neighborhood to help alleviate housing needs in our town.

Questions for Staff

Rob Palus, Assistant City Engineer

Mr. Palus was called to give testimony on the proposed condition by applicant for sewer. He testified that Engineering has been working with the applicant in getting to this stage, the bulk of what the applicant presented was very much in line as to the entry some of the technical details of how sewage gets from one point to another. He noted that until such time as we improve the Fisher Lift Station there's a little bit of grayness as far as taking what the model shows because there are some levels of basically factors of safety we take into account, we don't look at everyone flushing their toilets at the same time, but we do look at what is a typical pattern of how sewage goes into an area.

Mr. Palus testified that they do consider what is the typical length of time it takes to get from the farthest reach to the lift station that is how it impacts but the reality is when you get to the ground not everyone follows that same exact pattern and it's an average. So, he explained, our water reclamation department will be making and getting those improvements in place at the Fisher Lift Station and the 2 existing lift stations that are going to be going offline within the next month and after those items are done we'll be able to go out there and reevaluate and see where in that gray zone do we really fall, were our estimates correct, were they over cautious or were we on the other side and from that we can make a determination. At that time, he testified that we can either say yes or we can determine that there still is not enough capacity, therefore staff would be comfortable with that revised condition.

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") § 17.12.060.

- C. SUBDIVISION REVIEW CRITERIA:** (Post Falls Municipal Code Title 17.12.060, Subsection H):
No subdivision shall receive approval unless findings and conclusions are made that:

C1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.

The Commission determines that water service to the project would be provided East Greenacres Irrigation District and they have adequate capacity to provide service to the project as proposed. The applicant has provided a will serve letter.

C2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.

The Commission determines that the City of Post Falls will provide sewer service and Sanitary Sewer for the location is located along the property's southern boundary within Fisher Avenue. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The Commission finds that the City's Water Reclamation System currently does not have the capacity to provide service to the site neither under the current zoning nor under the proposed zoning. However, The City is scheduled to make improvements to the adjoining sewer system and downstream Fisher Lift Station in 2024, with improvements being available for use in 2025. The City would be willing to serve to the property with the existing or requested zoning classifications upon completion of the Fisher Lift Station Capacity improvements. Existing capacity is not a guarantee of future service

The Commission determines that based on the testimony of the Applicant and the Assistant city engineer, that as conditioned in this decision, adequate provisions have been made for the delivery of sanitary sewer services.

C3. Proposed streets are consistent with the transportation element of the comprehensive plan.

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

With the extension of Hydrilla Ave. to Howell Rd., the project will not have a negative impact on the local transportation system. The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.

Roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards.

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

C4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

The Commission determines that, while the site is located over the Rathdrum prairie aquifer, no testimony or evidence was presented that identified any soil or topographical conditions as presenting hazards.

C5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.

The Commission determines that this subdivision request is conditioned upon the subsequent rezoning by the City Council. If the area is zoned within the City of Post Falls as proposed with Single-Family Residential (R-1) zoning. The proposed use will conform with the zoning and other requirements found in PFMC.

- C6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.**

The Commission determines that: Impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets.

- C7. Additional Recommended Conditions necessary to ensure compliance with the adopted standards:**

It is the decision of the Commission that the requested subdivision can meet the City's standards, however, to meet the criteria certain conditions will need to be met. Those conditions, 1-13 listed below, when imposed will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission on June 29, 2022, at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. This subdivision may only be approved subject to zone change approval.
2. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
8. Direct access from residential lots to Howell Rd. and/or Fisher Ave. shall be prohibited on the face of the plat.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along Howell Rd. and Fisher Ave., including all landscaping, irrigation, and removal of snow from sidewalks and trails.

- 10. W. Hydrilla Ave. shall be extended to intersect with Howell Rd.
- 11. Construction of the Subdivision cannot commence until the City of Post Falls completes reconstruction of the Fisher Ave. Lift Station, estimated completion 2025, unless the City verified that the improvements being constructed in 2022 provide additional capacity to accommodate this development.
- 12. The geotechnical study referenced by the applicant in their narrative shall be supplied to the City for review for review and approval. Site mitigation shall be completed in conformance with the approved geotechnical study.
- 13. That the finalized preliminary plat, Exhibit A-10, is utilized for this subdivision.

D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

Not Applicable, approval has been granted, subject to the conditions noted above.

E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

SUBD-22-8: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Hydrilla Estates Subdivision, SUBD-22-8, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on _____

Date

Chairman

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
STAFF REPORT**

DATE: August 5, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: LAURA JONES, ASSOCIATE PLANNER • ljones@postfallsidaho.org • 208-457-3336

SUBJECT: STAFF REPORT FOR THE AUGUST 9, 2022, P&Z COMMISSION MEETING
FARWEST STEEL ANNEXATION - ANNX-22-10

INTRODUCTION:

Specht Development, Inc. is requesting, on behalf of 4301 W Seltice Way, LLC, the property owner, approval to annex approximately 10-acres into the City of Post Falls with a zoning request of Industrial (I) (Exhibit S-1). 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. 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: Farwest Steel Annexation
File No. ANNX-22-10

Owner(s): 4301 W Seltice Way, LLC. PO Box 889 Eugene, OR 97440

Applicant: Specht Development, Inc. 10260 SW Greenburg Road, Suite 170 Portland, OR 97223

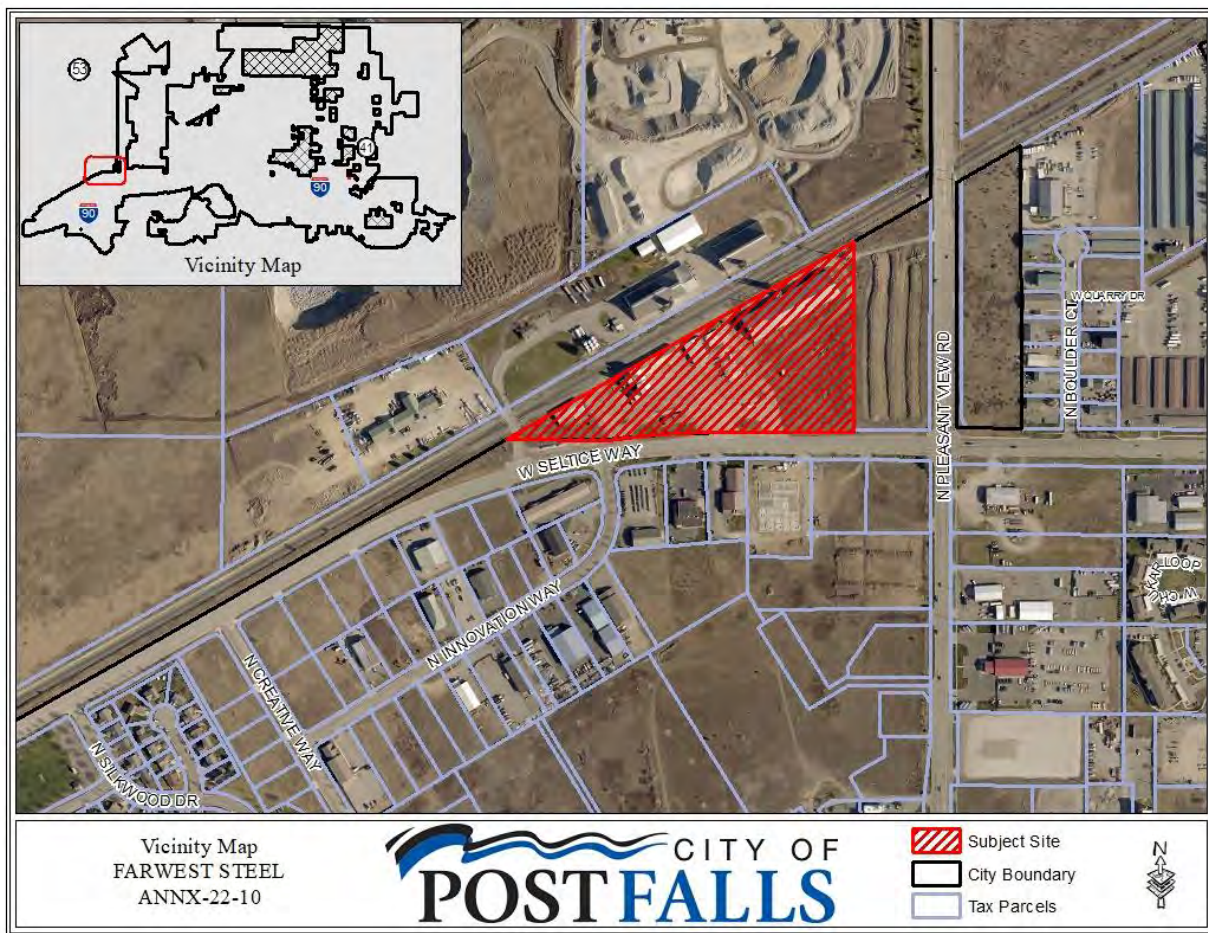
Project Description: Annex 10.1 acres into the City of Post Falls with a zoning request of Industrial (I) zoning.

Project Location: The property is generally located west of N Pleasant View Rd. and north of W Seltice Way.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Directly to the north of the site is the railroad right of way and beyond those unincorporated industrial uses within Kootenai County’s jurisdiction. To the east is a commercially zoned property, within the City of Post Falls, that is currently undeveloped and to the south, across W Seltice Way are more industrial zoned properties within 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 **Commercial**. The purpose of the Commercial land use designation provides for a wide variety of general services, retail, professional office, and mixed (commercial and multi-family) uses that serve local and regional residents as well as the traveling public. The Commercial category generally applies to regional and community shopping centers and professional office developments. Retail and Office Commercial areas are generally located throughout the city along major arterials. Typical building types include commercial buildings, shopping centers, and office buildings. Future changes to Retail and Office Commercial areas are expected to include additional commercial and mixed-use developments that create a more pedestrian-oriented commercial centers and corridors mixed with multifamily housing.

The principal uses and character of the Commercial designation includes a broad mix of commercial, retail, professional office, civic, and cultural uses. Residential uses may be permitted by implementing zoning district. Active uses are emphasized along key block frontages to focus pedestrian-oriented commercial activity. Multi-story buildings and a mixture of uses are encouraged, Design standards that enhance the character of these areas, improve pedestrian connections, and promote compatibility between permitted uses are important.

Implementing zoning districts include: CCM, LC, CCS, SC4, SC5, **Per Focus Area**

This proposed annexation area is within the West Prairie focus area that states the following:

Just north of Riverbend, West Prairie is a transitional area with portions expected to develop as future residential, commercial, and industrial uses. The area includes three Area of City Impact (ACI) tiers: Exclusive Hauser, Exclusive Post Falls, and Shared Tier. Infrastructure to support urban development is mostly not in place at this time but is being planned for.

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

- ***Industrial and commercial uses are envisioned west of Pleasant View Road;***
Staff Comment: The proposed annexation area is west of Pleasant View Road and is consistent with the Focus Area making the request eligible for Annexation.
- *A mix of residential, commercial, and industrial uses are envisioned between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridor and arterials;*
- *Mixed residential is envisioned between McGuire Road and Corbin Road, with higher densities near commercial corridors and arterials. This area may benefit from a subarea plan that examines lot and block development patterns to aid transition of five-acer lots;*
- *Seek opportunities to develop off corridor commercial;*
- *Prairie Avenue's arterial classification suggests it be considered for commercial uses;*
- *Other West Prairie areas may warrant commercial use consideration if adjacent to arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.*

B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan. Goals and Policies (listed by policy number) that 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 1: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base within City limits. This plan supports strategies that build and sustain a diverse, balanced economic base, retain existing quality of life assets, and help keep Post Falls prosperous.

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 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: An industrial use could improve the economic base for Post Falls and assist the additional jobs with supportive commercial and residential housing.

- Maintain and enhance resident quality of life;

Staff Comment: With urban improvements, pedestrian connectivity improves through the implementation of multi-use paths and sidewalks, this in turn could improve the residential quality of life. Additionally, creating areas that offer the potential for the work, live, play experience enhances the residential quality of life.

- Promote compatible, well-designed development;

Staff Comment: Development will be required to meet City design standards for the proposed industrial uses which will require the improvement of roadways including landscaping and pedestrian amenities.

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

Staff Comment: Development of this site will provide improvements consistent with the Comprehensive Plan, as well as the Transportation, Sewer, and Water Master Plans.

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 industrial and commercial in nature. Additionally, landscape buffers are reviewed and implemented at the time of site plan review to mitigate incompatible uses.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the location would need to be extended to the site from the existing main located along the southern side of Seltice Way. An alternative location for sanitary sewer access would be the northwest corner of the Seltice Way / Pleasant View Rd. intersection (300 feet to the east). The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main(s). 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) or Subsequent User Agreements.

Water would be serviced by the City of Post Falls. The property is located in the City's future Distribution Area. The nearest point of connection is in the northwest corner of the Seltice Way / Pleasant View Rd. intersection (300 feet to the east). The City of Post Falls has capacity and is willing to provide domestic water service to the site.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to Seltice Way, a classified Principal Arterial Roadway. At this location, Seltice Way is a partially developed 4-lane roadway configuration. Urban improvements (curb & gutter, pedestrian facilities, roadway widening, roadway illumination) are missing from the north. Seltice Way has existing capacity and projected future capacity to support the desired land use. In addition to the sites covenant access to I-90 (via signalized access from the Seltice Way / Pleasant View intersection (300 feet east) to I-90 (0.5 miles south), the site is serviced by a UPRR siding that may support industrial uses. Roadway improvements conforming

to the goals and policies of the comprehensive plan, related master plan and/or facility plans would be required at the time of site development.

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

Staff Comment: This site is currently under-utilized and is located between city limits and the adjacent railroad right of way.

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

Staff Comment: Additional rights-of-way along Seltice Way will be dedicated as part of the annexation agreement.

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

Staff Comment: Multi-use paths and sidewalks will be constructed as part of the development of this site. An existing multi-use trail exists along the south side of Seltice Way.

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 has been outlined previously and in this staff report. 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 will be incorporated as part of the annexation agreement.

- Studies that evaluate environmental and public service factors;

Staff Comment: No know environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.

Staff is aware that the annexation proponent is seeking permitting to start mass grading on the site thru Kootenai County prior to completion of the City's annexation process. If the site is approved for annexation, any permitted work would need to be completed and certified to the satisfaction of the City prior to issuance of any site development permits by the City.

- Timing that supports orderly development and/or coordinated extension of public services;

Staff Comment: The collective responses within this staff report show consistency with supporting orderly development and/or coordinated extension of public services.

- Comprehensive plan goals and policies.

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

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

- Beautify and enhance community value;
- Provide shade and comfort;
- Affirm the city's association with the outdoors and its historic origins;
- Provide wildlife habitat.

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

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.

Policy 76: Encourage environmentally and economically sound measures to reduce, minimize or eliminate air, noise and water pollution.

Staff Comment: Implementation of roadways and utilities in conformance to City Master Plans and Design Standards allows for the management and treatment of pollutants.

Policy 77: Support and participate in regional efforts to manage the collection, transportation, and disposal of solid and industrial wastes, including such activities above the aquifer or its recharge areas.

Staff Comment: The City of Post Falls contracts out solid waste collection and encourages participation with recycling. The City's Wastewater Division manages and

coordinates pretreatment of wastes with commercial developments.

Policy 81: Implement the Rathdrum Prairie Wastewater Master Plan as growth occurs.

Staff Comment: The Rathdrum Prairie Wastewater Master Plan has been updated and incorporated as part of the current City of Post Falls Water Reclamation Master Plan. Development in conformance with the City's Water Reclamation Master Plan would comply with the intent of the Rathdrum Prairie Wastewater Master Plan.

Policy 86: With the local business community, work to enhance, sustain and diversify the local economic base by:

Helping retain, promote and expand existing businesses and industry;

Staff Comment: The proposed additional lands with Industrial zoning provides this opportunity.

Supporting innovative, entrepreneurial enterprises;

Staff Comment: The proposed additional lands with the Industrial zoning provides this opportunity.

Supporting opportunities related to business "campus" and mixed-use models;

Staff Comment: The proposed additional land with the Industrial zoning provides this opportunity as well as the sites proximity to a commercially zone property.

Coordinating provision of workforce housing;

Staff Comment: There are diverse housing options in proximity to this site including the Silver Creek Apartments to the Southeast, single family homes and subdivisions to the east and the Woodbridge and Woodbridge South single-family subdivisions to the southwest.

Attracting new businesses and clean industry.

Staff Comment: The proposed additional lands with Industrial zoning provides this opportunity.

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: Principal Arterials (Seltice Way and Pleasant View Rd.) are designed to accommodate traffic volumes of 12,000 - 32,000 vehicles per day. In 2035 the projected volumes along these sections of roadway are approximately:

- Seltice Way - 14,400 vehicles per day
- Pleasant View Rd. – 12,410 vehicles per day (at Seltice Way) to 13,460 vehicles per day (at I-90)

Both roadways have current additional capacity to provide service to the property, at the requested zoning, without reducing levels of service below existing standards. The City's Transportation Model indicates both roadways at the project locations as currently operating

between 22% to 28% of the roadway's capacity, leaving approximately 40% additional capacity remaining before reaching the City's capacity thresholds.

Water and Sanitary Sewer:

Staff Comment: Sanitary Sewer service and Water service is provided by the City of Post Falls. Both services are located within 300 feet of the site. Sanitary Sewer currently exists along the south side of Seltice Way, and water is located in the northwest corner of the Seltice Way / Pleasant View Rd. intersection. The property requesting annexation and zoning is identified in the City of Post Falls Water and Water Reclamation Master Plans as being serviced by the City. The requested zoning is in conformance with the land use assumptions within the City's Master Plans.

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

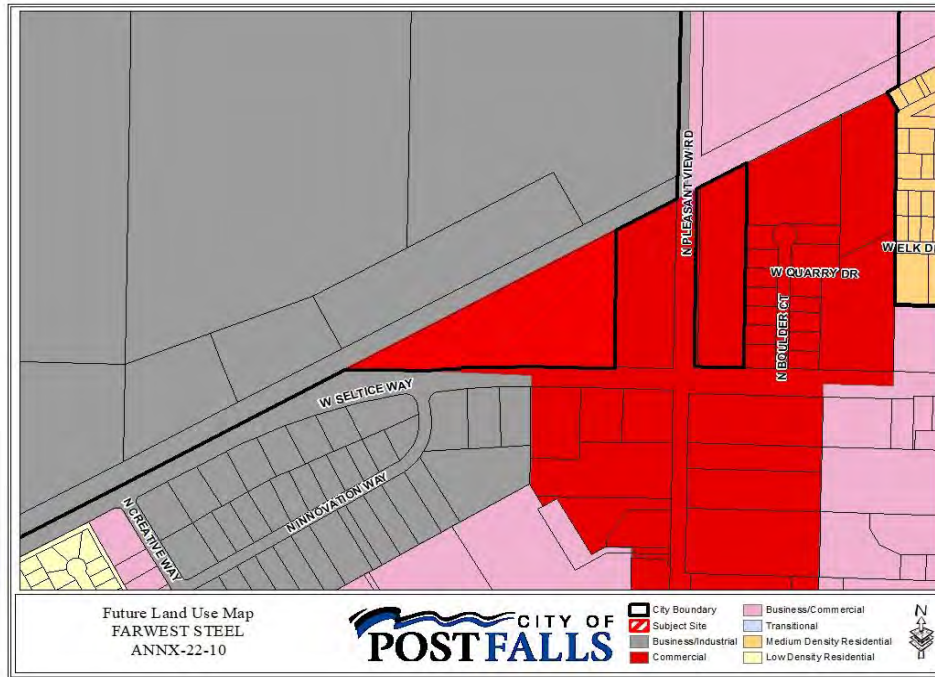
The City has the capacity to provide Sanitary Sewer and Water services and is willing to serve to the property for the requested land use. The proposed zoning is compatible with the land uses anticipated within the Master Planning. Current capacity of the City's Systems is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

Staff Comment: The propose industrial zone would be considered compatible with both the existing industrial uses to the north across the railroad right of way as well as the existing industrial uses to the south across W Seltice Way and may be compatible with the future use of the commercial property to the east.

Future Land Use Designation:

Staff Comment: While the Industrial zone is not one of the implemented zoning districts of the Commercial future land use designation the comprehensive plan also looks to the focus area for further recommendation. As indicated in section A the West Prairie focus area would support industrial uses to the west of N Pleasant View Road thereby showing compatibility with the focus area.



Community Plans: None

Geographic/Natural Features:

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

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

Staff Comment: This criterion is not applicable to the site as the applicant is not asking for a zoning designation to support either commercial or high density uses.

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

Staff Comment: This criterion is not applicable to the site as the applicant is not asking for a zoning designation to support either limited or neighborhood commercial and lower density residential uses.

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

Staff Comment: The subject site is located away from residential areas and is within half a mile of the Pleasant View interchange with Interstate 90.

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
- **YPL (Exhibit PA-2)** – Responded saying they have no comments or concerns for this request.
- **Idaho Department of Environmental Quality (Exhibit PA-3)** – General comments for time of construction.
- **Post Falls Highway District (Exhibit PA-4)** – Support the annexation.
- **Kootenai County Fire & Rescue (Exhibit PA-5)** – Reserves their comments for the permitting process.

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedication of Rights-of-way and easements along Seltice Way
 - a. 110-foot right-of-way (measured from the existing southern right-of-way line of Seltice Way)
 - b. 15-foot sidewalk, drainage, and utility easement
3. Annexation boundary to include the existing UPRR rights-of-way adjacent to the site and located northeasterly of the site to the City Boundary located at the Pleasant View Rd. rights-of-way.

MOTION OPTIONS FOR ESTABLISHING ZONING: 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 certain date. 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	Maps
Exhibit A-5	Title Report
Exhibit A-7	Owner Authorization

Staff Exhibits:

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

Testimony:

Exhibit PA-1	PFPD Comments
Exhibit PA-2	YPL Comments
Exhibit PA-3	DEQ Comments
Exhibit PA-4	PFHD Comments
Exhibit PA-5	KCFR Comments

Annexation · 242 – FARWEST STEEL



Expiration Date

Active



ANNX-22-10



Details

Submitted on Jun 14, 2022 at 4:47 pm



Attachments

9 files



Activity Feed

Latest activity on Jul 19, 2022



Applicant

Michael Chen



3



Location

Point Location: 47.7169, -117.0055

Timeline

Add New ▾

Fee Payment

Paid Jun 21, 2022 at 3:45 pm

Completeness Review

Completed Jun 22, 2022 at 4:18 pm

Jul 04 ()

Staff Report

Completed Jul 13, 2022 at 10:19 am

Jul 13 ()

Parks Additions

Skipped Jul 13, 2022 at 10:20 am

Engineering Additions

Completed Jul 19, 2022 at 8:49 am

Jul 18 ()

Polygon Creation

Completed Jul 19, 2022 at 10:58 am

Jul 15 ()

Maps Created

Jul 15 ()

Completed Jul 19, 2022 at 11:15 am

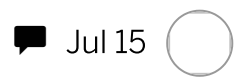
GIS Review

On Hold



Draft Development Annexation Agreement

In Progress



Wastewater Additions

In Progress



Planning Development Review

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

15

Designated Project Name

Application Information

Did an Annexation Pre-app take place? *

Yes

Applicant Type *

Other

Description of Project/Reason for Request *

The applicant seeks Annexation of the subject property to the City of Post Falls. Concurrently with the Annexation request, the applicant seeks a Zoning Map Amendment to change the zoning designation from Commercial to Industrial which will facilitate development under those regulations.

Existing Zoning *

Commercial (Kootenai County)

Adjacent Zoning *

Industrial to the south (City), Commercial to the east (City), Commercial to the north (County)

Current Land Use *

industrial - vacant

Adjacent Land Use *

predominantly industrial

Owner Information

Name *

4301 W Selctice Way LLC

Company

Phone *

541-681-7297

Email *

mchen@mcknze.com

Address *

PO Box 889

City, State, Zip Code

Eugene, OR 97440

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. *



Michael Chen
Jun 14, 2022

MACKENZIE.

ANNEXATION AND ZONING MAP AMENDMENT

To
City of Post Falls

For
Farwest Steel

Dated
June 14, 2022

Project Number
2210107.00



MACKENZIE
Since 1960

RiverEast Center | 1515 SE Water Avenue, Suite 100, Portland, OR 97214
PO Box 14310, Portland, OR 97293 | T 503.224.9560 | www.mcknze.com



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ATTACHMENTS

1. Legal Description
2. Title Report
3. 300' Radius Report
4. Vicinity Map
5. Owner Authorization



I. PROJECT SUMMARY

Applicant:	Specht Development, Inc. 10260 SW Greenburg Road, Suite 170 Portland, OR 97223
Owner:	4301 W Seltice Way LLC PO Box 889 Eugene, OR 97440
Site Address:	4301 W Seltice Way, Post Falls, Idaho 83854
Assessor Site Acreage:	10.1 acres
Zoning:	Commercial (Kootenai County)
Comprehensive Plan:	Commercial (City of Post Falls)
Adjacent Zoning:	Properties located within the city limits of Post Falls are directly south and east of the project site. The southern property is zoned Industrial and the eastern property is zoned Commercial. The property north of the site is zoned Commercial by Kootenai County (though it is currently operating with an industrial use).
Existing Structures:	Approximately five (5) vacant structures were previously used as a manufacturing facility for construction materials and plant food. These have since been demolished and only a single wood-framed industrial office structure remains today.
Request:	Annexation into the City of Post Falls and concurrent Zoning Map Amendment to change zoning designation from Commercial to Industrial.
Project Contact:	Michael Chen Mackenzie 500 Union Street, Suite 410 Seattle, WA 98101 (206) 582-2573 mchen@mcknze.com

II. INTRODUCTION

Description of Request

The applicant seeks Annexation of the subject property to the City of Post Falls. Concurrently with the Annexation request, the applicant seeks a Zoning Map Amendment to change the zoning designation from Commercial to Industrial to reflect the current and adjacent development, and to facilitate new development under those regulations.

Existing Site and Surrounding Land Use

The subject site is currently zoned for commercial purposes through Kootenai County, though it was last used as a manufacturing facility for aggregate construction materials and plant food. The site is generally flat and covered with a mix of gravel parking/maneuvering areas as well as some grass and groundcover areas surrounding the existing building.

The site has approximately 1,275' of frontage along W Seltice Way.

The existing development in the industrial zoned area to the south of the project site includes Summit Mold, Inc. (a manufacturing company for plastic injection molding), Living Stone (a stone slab surface supplier), and Kootenai County Fire and Rescue Station #2. The commercially zoned lot located to the east of the project site is currently vacant and the commercially zoned area to the north includes a heavy-industrial/manufacturing facility operated by EnviroTech Services, Inc. (a soil stabilization products, erosion and dust control, and anti-icing and deicing solution supplier).

Description of Proposed Development

The applicant is in the process of preparing preliminary site layouts for a new steel distribution facility for the Farwest Steel Corporation. The melting of raw materials to produce steel is not proposed for the development. Farwest Steel Corporation will receive, store, and distribute steel products to customer specifications. In some cases, finished products may be processed (e.g. cut to size to meet customer needs), but as noted above, raw steel production will not take place at this facility.

Aerial Image – Project Site



III. ANNEXATION AND ZONING MAP AMENDMENT COMPLIANCE

The following section addresses the applicable review criteria for Annexation and Zoning Map Amendments. Pertinent provisions are cited below and are followed by a response.

1. *Consistent with Future Land Use Map.*

Response: See Section V addressed below for compliance with the Future Land Use Map.

2. *Consistent with the Goals and Policies Found in the Comprehensive Plan.*

Response: See Section V addressed below for compliance with Goals and Policies within the Comprehensive Plan.

3. *Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. Encourage a balance of land uses to help Post Falls remain a desirable, stable, and sustainable community.*

Response: This application does seek annexation and rezone approval from a commercial zoning designation to an industrial zoning designation; however, the existing and adjacent uses are predominantly industrial in nature, and this request does not deviate from those established uses. A rezone approval will in fact preserve zoning continuity for this area. The properties located to the south of the subject site are zoned Industrial and include a mix of manufacturing companies and a fire station. The property to the east is zoned Commercial and is currently an undeveloped vacant site. The unincorporated properties to the north are zoned Commercial by Kootenai County, but existing uses there include a manufacturing company for road and surface solution products (such as deicer and fine-particle road applications) as well as a concrete, asphalt, and rock product facilities. The previous industrial use of the currently vacant site was a manufacturing facility for aggregate construction materials and plant food; thus, the proposed industrial steel warehouse use differs little from prior uses and is consistent with existing street classifications (W Seltice Way which is classified by the City of Post Falls as a principal arterial and N Pleasant View Road is classified as a minor arterial), traffic patterns, existing development, future land uses, community plans, and geographic or natural features. Notably, the subject and adjacent sites are also served by existing railroad spurs, which is consistent with the proposed industrial use and reduce demand on road infrastructure. The proposal is consistent with goals and policies of the comprehensive plan and creates a balance of land uses. This criterion is satisfied.

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

Response: Commercial or high-density residential zoning is not proposed. The road classifications mentioned above (principal arterial for Seltice and minor arterial for Pleasant View) support the proposed industrial development. This criterion does not apply.

5. *Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. Ensure that adequate land is available for future housing needs.*

Response: Limited or neighborhood commercial and lower density residential zoning is not proposed. The proposed industrial development is compatible with adjacent zones, and annexation of the site will add to the City's Industrial zone properties ensuring adequate land is available for future housing needs of those residents employed by companies within designated industrial zones. This criterion is satisfied.

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

Response: The project site is located approximately 0.6 miles north of the Interstate 90 and North Pleasant View Road interchange. Interstate 90, the longest interstate Highway in the United States, is a major east-west transportation route stretching from Seattle, Washington to Boston, Massachusetts. A truck stop and other trucking and travel amenities such as fuel, a truck tire shop, a truck wash, restaurants, and hotel accommodations are also located at this interchange making it an ideal route for truck traffic to and from the industrial properties surrounding this interchange location. The project site is also served by an existing railroad spur, which is consistent with the proposed industrial use and reduces demand on road infrastructure. The project site is not located next to any residentially zoned areas and can be accessed from the Interstate 90 interchange by going north on N Pleasant View Road for 0.4 miles and then west on W Seltice Way for 0.2 miles, therefore creating sufficient access to a major transportation route. This criterion is met.

IV. CITY CODE

The following section addresses the applicable review criteria of Post Falls Municipal Code. Pertinent code provisions are cited below and are followed by a response.

CHAPTER 18.16: ZONING DISTRICTS AND ZONING MAP

18.16.010: ESTABLISHMENT OF ZONING DISTRICTS:

C. Industrial Zones:

1. *Industrial (I): The Industrial (I) Zone permits light industrial uses such as warehousing, assembly, processing and light manufacturing as permitted uses. Residential use of industrial property shall be subordinate and accessory to a primary industrial use (on site security, etc.) and shall be permitted only by special use permit.*

Response: Following Annexation and Zoning Map Amendment approval, the project site will be zoned Industrial (I) and can be developed with uses allowed in that zone. Proceeding that approval, the applicant will pursue development on the site for a steel warehouse/distribution use consistent with the permitted uses allowed in the Industrial zone. No residential use is proposed. This criterion is met.

18.20.100: AMENDMENT OF ZONING MAP:

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

- A. *Application: Any application for a zone map amendment or zoning upon annexation shall include the information required by the application forms supplied by the Zoning Administrator, the information required by State law and information otherwise required by this title or by the Zoning Administrator, commission or Council. In addition, the application shall provide a description of the amendment or zoning requested along with a statement that describes the rationale for the request, how it conforms to the Comprehensive Plan, and why the City should consider the amendment or establish the zone.*

Response: A description of the amendment and rationale for the request, how it conforms to the Comprehensive Plan, and why the City should consider the amendment is addressed and identified throughout this narrative. Additionally, annexation of the site will stitch together a notched gap in the City Limits contributing to a continuous boundary following the rail line. The information required by the application forms has been included with this submittal (see Attachments 1-5). This criterion is met.

- B. *Public Hearing: Public hearing(s) shall be held before the Planning and Zoning Commission, and City Council, using the hearing and notice procedure required by law.*

Response: This provision is understood.

- C. *Decision: The City Council, upon receipt of a recommendation from the Planning and Zoning Commission, and after review of the record, staff report, and materials received at the public hearing shall render a decision to adopt, modify, or reject the amendment. Upon granting or denying an application, the Council shall specify the reasons for approval or denial. An amendment, if approved, shall be made part of this title upon the preparation and passage of an ordinance. If an amendment of the zoning map, submitted by parties other than staff or a City*

commission or board, is denied by the City Council, a subsequent application for amendment of the zoning map for the subject property cannot be submitted to the City within one year of such denial unless a request for application consideration is received and approved by the City Council. Such request shall be submitted to the Community Development Department, with the appropriate fee, and shall provide the City Council with reasons why the application should be accepted and processed. The City Council will review the request, determine whether or not the proposal is significantly different than the one denied and permit an application to be accepted and processed or deny the request. (Ord. 1237, 2012)

Response: These processes and provisions are understood.

V. COMP PLAN

Focus Area Diagram

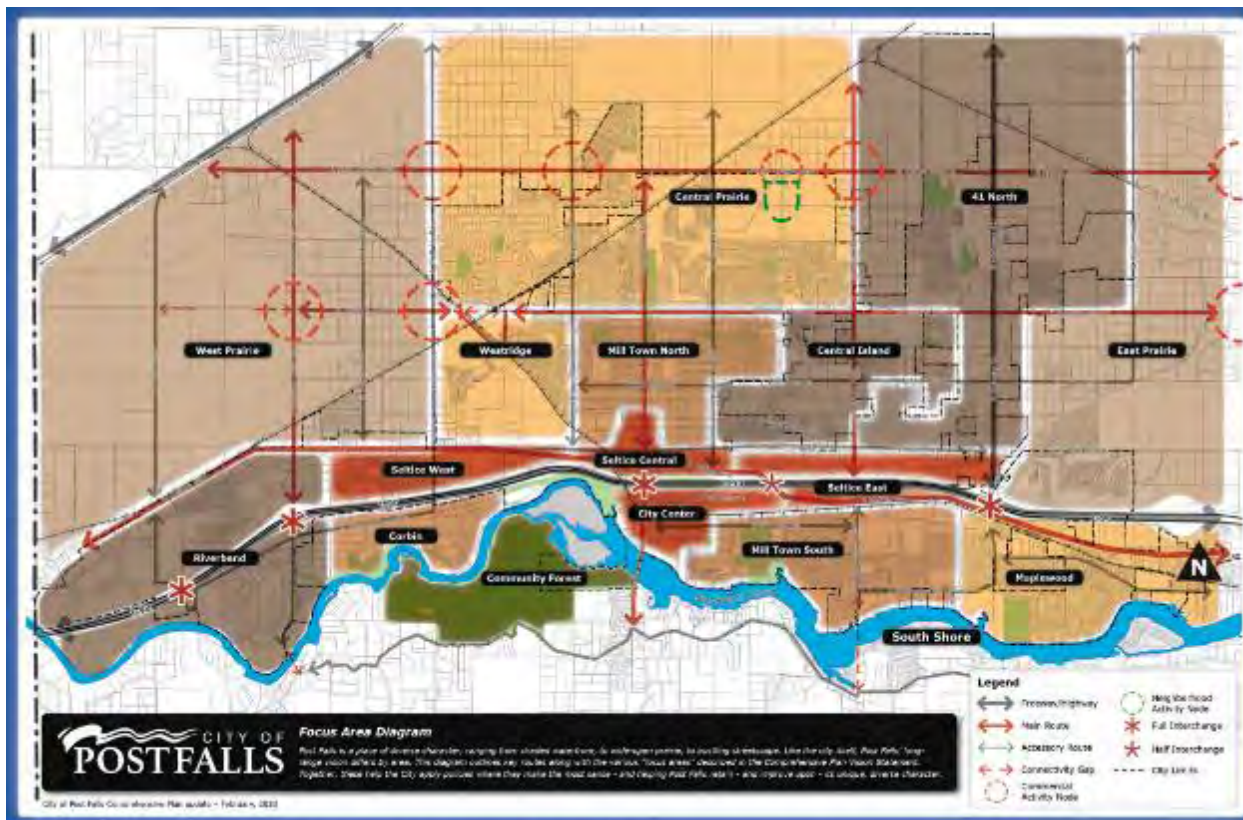


Figure 1.04 – Focus Area Diagram, for use with descriptive text on following pages and the Future Land Use map in Chapter 2.

Response: The project site is located within the West Prairie focus area, which is described as “a transitional area with portions expected to develop as future residential, commercial and industrial uses.” The proposed Annexation and Zoning Map Amendment of the project site will preserve compliance with the development guides and key policies listed for the West Prairie focus area, specifically the proposed industrial use is located west of Pleasant View Road, whereas a mix of residential, commercial, and industrial uses are envisioned east of Pleasant View Road towards Corbin Road. The proposed industrial use is consistent with the Focus Area Diagram designations. This criterion is met.

Future Land Use Map

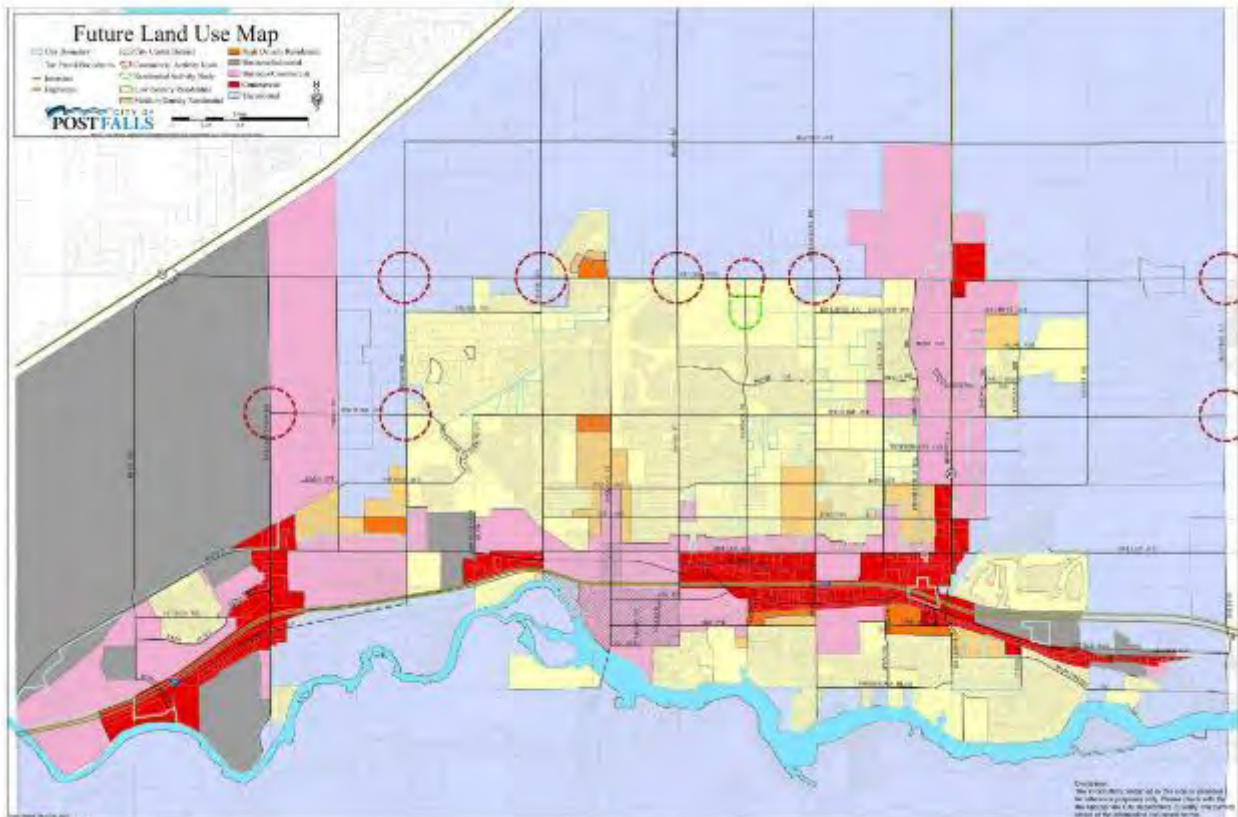


Figure 2.03 – Future Land Use Map

Response: The site is designated Commercial on the City of Post Falls Comprehensive Plan’s Future Land Use Map. The surrounding properties to the south, west, and north of the site are designated Business/Industrial and the abutting property to the east is designated Commercial. The following findings demonstrate how the proposed Annexation and Zoning Map Amendment are consistent with applicable City of Post Falls Comprehensive Plan policies and goals. This criterion is met.

Land Use – Policies and Goals

G-01

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

Response: Following Annexation and Zoning Map Amendment approval, the addition of a steel manufacturing and distribution facility proposed for the site brings employment opportunities to the City, serves existing customers within the City, and contributes to developing a strong business base within City limits. The proposed tenant, Farwest Steel, has been operating since 1956 and has over 11 facilities located throughout the western United States. It inherently brings with it the objective of long-term prosperity. This criterion is satisfied.

G-02

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

Response: Annexation (and a concurrent Zoning Map Amendment) of the site will impact the City’s revenue by making the land subject to City property tax, resulting in contribution to high-quality, affordable, and efficient community services in Post Falls. Furthermore, the development of a steel

distribution facility proposed for the site brings new buildings that are also subject to City property tax and are therefore continuously adding to pooled resources making essential services achievable. Industrial development at this site is compatible with adjacent and existing zoning and provides employment opportunities and an overall increase in economic development; therefore, supporting the efficiency and accountability of the long-term cost benefits of this goal. This criterion is satisfied.

G-03

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

Response: The proposed industrial development is of substantially higher quality than the existing use and does not detract from the community's "small-town charm." It also provides for urban growth in an appropriately zoned area to support existing customers within the City. The proposed project contributes to thoughtful land use decisions, encouraging infill and strategic expansion which allows for retention of desirable lower-scale, walkable, small-lot development patterns in other areas of the City. This policy is satisfied.

G-04

Sustain the historic city center as the "heart" of Post Falls, bringing the community together and enhancing its commercial, service and civic vitality.

Response: Similar to the response to G-03 above, the proposed industrial development following Annexation and Zoning Map Amendment approval will not negatively affect the historic city center; however, it will indirectly support the "heart" of Post Falls by contributing to the commercial base and providing family-wage employment for residents which will help foster an environment in which the city center can thrive. This policy is satisfied.

G-05

Keep Post Falls' neighborhoods safe, vital, and attractive.

Response: Following Annexation and Zoning Map Amendment approval, the proposed development of this project site will be located in an industrial zone and does not negatively affect the character of Post Falls neighborhoods. This policy does not apply.

G-07

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

Response: The request to annex the project site and rezone the parcel from commercial to industrial is consistent with the West Prairie focus area as discussed above. Since the existing use of the project site is industrial and it is located in an area where industrial zoning meets commercial zoning, it will not create an incohesive zoning pattern that would negatively impact overall Comprehensive Plan objectives. The proposed development on the project site will satisfy community needs by creating family-wage jobs and also supporting existing customers located with the City. This policy is satisfied.

G-09

Protect and enhance Post Falls' scenic and natural areas for present and future generations.

Response: Following Annexation and Zoning Map Amendment approval, the proposed development of this project site will be located in an industrial zone and does not affect Post Falls' scenic and natural areas other than the request will be consistent with designated land use and growth, therefore creating capacity for the preservation of scenic and open space areas. This policy is satisfied.

G-10

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

Response: The request to annex and rezone the project site, which will be located solely in an industrial zone, does not affect Post Falls' parks and recreational opportunities. This policy does not apply.

G-12

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

Response: Annexation (and a concurrent Zoning Map Amendment) of the site will have a positive impact on the City's revenue by making the land subject to City property tax and by allowing for urban level development that would add to the City's tax base, therefore contributing to Post Falls' long term fiscal health. This policy is satisfied.

G-13

Maintain, update, coordinate and implement Post Falls' policy and regulatory documents.

Response: Maintaining, updating, coordinating, and implementing of Post Falls' policy and regulatory documents is understood. The annexation and rezone proposal seeks to create a more cohesive zoning pattern that is consistent with existing uses and to correct the irregular jagged zoning pattern that exists in this area today, ultimately addressing the City's goal of good planning and implementation. This policy is satisfied.

G-14

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

Response: Involving the community of Post Falls in local government planning and decision-making is understood and is supported with the submittal of this annexation application by including the required list and mailing labels of property owners of record within 300' of the external boundaries of the subject property (see Attachment 3). This policy is satisfied.

Public Services – Policies and Goals

G-02

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

Response: As addressed in section G-02 above under the Land Use Policies and Goals, annexation (and a concurrent Zoning Map Amendment) of the site will impact the City's revenue by making the land subject to City property tax, resulting in contribution to high-quality, affordable, and efficient community services in Post Falls. Furthermore, the development of a steel distribution facility proposed for the site brings new buildings that are also subject to City property tax and are therefore continuously adding to pooled resources making essential services achievable. Industrial development at this site is compatible with adjacent and existing zoning and provides employment opportunities and an overall increase in economic development, therefore supporting the efficiency and accountability of the long-term cost benefits of this goal. This criterion is satisfied.

G-06

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

Response: Following Annexation and Zoning Map Amendment approval, the proposed development of this project site will include frontage improvements along West Seltice Way contributing to the maintenance and improvement of Post Falls' transportation network and the connectivity to regional ground transportation systems for the proposed industrial steel facility. This policy is satisfied.

G-07

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

Response: As addressed in section G-07 above under the Land Use Policies and Goals, the request to annex the project site and rezone the parcel from Commercial to Industrial is consistent with the West Prairie focus area as discussed above and being that it is located in an area where industrial zoning meets commercial zoning, it will not create an incohesive zoning pattern that would negatively impact overall Comprehensive Plan objectives. This policy is satisfied.

G-08

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

Response: Following Annexation and Zoning Map Amendment approval, the proposed development of this project site will be subject to City standards for industrial districts that were created to protect and maintain Post Falls' natural resources including clean air, soils, river and aquifer, and minimized light and noise pollution citywide. Following Annexation, development on the site will utilize code-compliant stormwater management systems and public sewer rather than the existing septic system. This policy is satisfied.

G-12

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

Response: As addressed in section G-12 above under the Land Use Policies and Goals, Annexation (and a concurrent Zoning Map Amendment) of the site will have a positive impact on the City's revenue by making the land subject to City property tax and by allowing for urban level development which would result in new buildings that are also subject to City property tax, therefore contributing to Post Falls' long term fiscal health. This policy is satisfied.

G-13

Maintain, update, coordinate and implement Post Falls' policy and regulatory documents.

Response: As addressed in section G-13 above under the Land Use Policies and Goals, maintaining, updating, coordination, and implementation of Post Falls' policy and regulatory documents is understood. The annexation and rezone proposal seeks to create a more cohesive zoning pattern and systematic arrangement along the city limit boundary, correcting the irregular jagged pattern that exists in this area today, ultimately addressing the City's goal of good planning and implementation. This policy is satisfied.

Annexation – Policy Goals

Only policies from the Post Falls Comprehensive Plan relevant to annexation are listed and addressed below.

P.09:

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.*

Response: The subject property is not an "island"; however, it is a "v" shaped "notch" in the City Limit boundary and annexation of the site will stitch together that notch resulting in a continuous boundary following the rail line. The subject property is surrounded by incorporated areas on two of three sides and sanitary sewer is available across West Seltice Way with the connection point at the intersection of West

Seltice Way and North Pleasant View Road. Annexation of the subject property will not create a strain on utility infrastructure. This policy is satisfied.

P.14:

Follow all annexation procedures established by Idaho State statutes and applicable City ordinances.

Response: This policy is understood and the submitted application has been prepared with the intent to follow all annexation procedures established by Idaho State statutes and applicable City ordinances. This policy is satisfied.

P.33:

Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Response: Upon being annexed to the City of Post Falls, the site will be served by transportation infrastructure under the City's jurisdiction. Following Annexation and Zoning Map Amendment approval, the proposed development of this project site will include frontage improvements along West Seltice Way contributing to the completion and preservation continuity of circulatory patterns for roads. The annexation request is consistent with the policy cited above.

P.44:

Annexation should leverage existing capital facilities, with minimal need for expansion or duplication of facilities.

Response: Following annexation approval, the proposed industrial development will extend appropriate utilities as necessary to serve the site with no expectation that the City expand or duplicate existing capital facilities. As noted in the Engineering section of the City's Pre-Application summary letter (dated February 14, 2022), a loop water system is available with the nearest hydrant located about 600' from the site at North Pleasant View Road and West Seltice Way, and sanitary sewer is also available across Seltice with the connection point at the same intersection. This policy is satisfied.

P.45

Guide annexation decisions guided by and considering:

- *Master plans for water, sewer, transportation, parks, schools and emergency services;*
- *Provision of necessary rights-of-way and easements;*
- *Studies that evaluate environmental and public service factors;*
- *Timing that supports orderly development and/or coordinated extension of public services;*
- *Comprehensive plan goals and policies.*

Response: The request for Annexation and Zoning Map Amendment approval is consistent with the City's master plans and Comprehensive plan goals and policies as addressed throughout this narrative. Existing adjacent and previous use, in addition to surrounding incorporated properties, suggests that timing supports orderly development and coordinated extension of public services following annexation approval. As noted in the City's Pre-Application summary letter (dated February 14, 2022), annexation followed by site development will require additional rights-of-way to be dedicated along with easements (matching what is in place to the east). Studies that evaluate environmental and public service factors are not required with this application submittal being that the request to change the existing Comprehensive Plan designation of the site from Commercial to Industrial is comparatively similar, or consistent, regarding development requirements and a rezone request from commercial to industrial is not drastic enough to require such studies. This policy is satisfied.

P.46:

Mitigate impacts of annexation through the use of service agreements and/or development intensities that minimize City fiscal impacts.

Response: No service agreements are proposed with the annexation and rezone application, however, as noted in the City’s Pre-Application summary letter (dated February 14, 2022), the applicant will complete required frontage improvements. The approved annexation and rezone will also positively impact the City’s revenue by making the land subject to City property tax and moreover, provide employment opportunities for Post Falls residents following site development. This policy is satisfied.

P.47:

On an ongoing basis, work to obtain water rights whenever possible through annexation, acquisition from landowners, or through application.

Response: This policy is understood; based on the current title report, no water rights exist on the property. As indicated on the Post Falls Water System Master Plan, the subject site is located within the Future West/Stateline Industrial future service area pressure zone with existing service located at the corner of West Seltice Way and N Pleasant View Road. The City of Post Falls will be the water purveyor for the site following annexation approval. This policy is satisfied.

P.63:

Ensure annexations include means to assure the logical extension of Post Falls’ parks and open space system, benefitting adjoining neighborhoods and the overall community.

Response: The request to annex and rezone the project site, which will be located solely in an industrial zone, does not affect Post Falls’ parks and open space system. However, it does provide for urban growth in an appropriately zoned area and job opportunities for the residents of Post Falls, which in-turn allows for the logical extension of the parks and open space system in adjoining neighborhoods and the overall community. This policy is satisfied.

VI. CONCLUSION

As demonstrated by the findings presented above, the proposed Annexation of the subject property into the City of Post Falls, and the concurrent Zoning Map Amendment request from a Commercial Zone to an Industrial Zone, are consistent with the applicable criteria from the Post Falls Municipal Code Sections 18.16.010 and 18.20.100, and relevant policies and goals from the Post Falls Comprehensive Plan. Therefore, the applicant respectfully requests that the subject proposals be approved.

A part of the [South half of the Southeast quarter of Section 31](#), Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

BEGINNING at a point that is on the North right of way line of Seltice Way, said point being North 37.05 feet and North $89^{\circ}17'37''$ West, 329.90 feet from the Southeast corner of Section 31; thence

North $89^{\circ}17'37''$ West along the right of way line $89^{\circ}23'39''$ West, 201.57 feet; thence

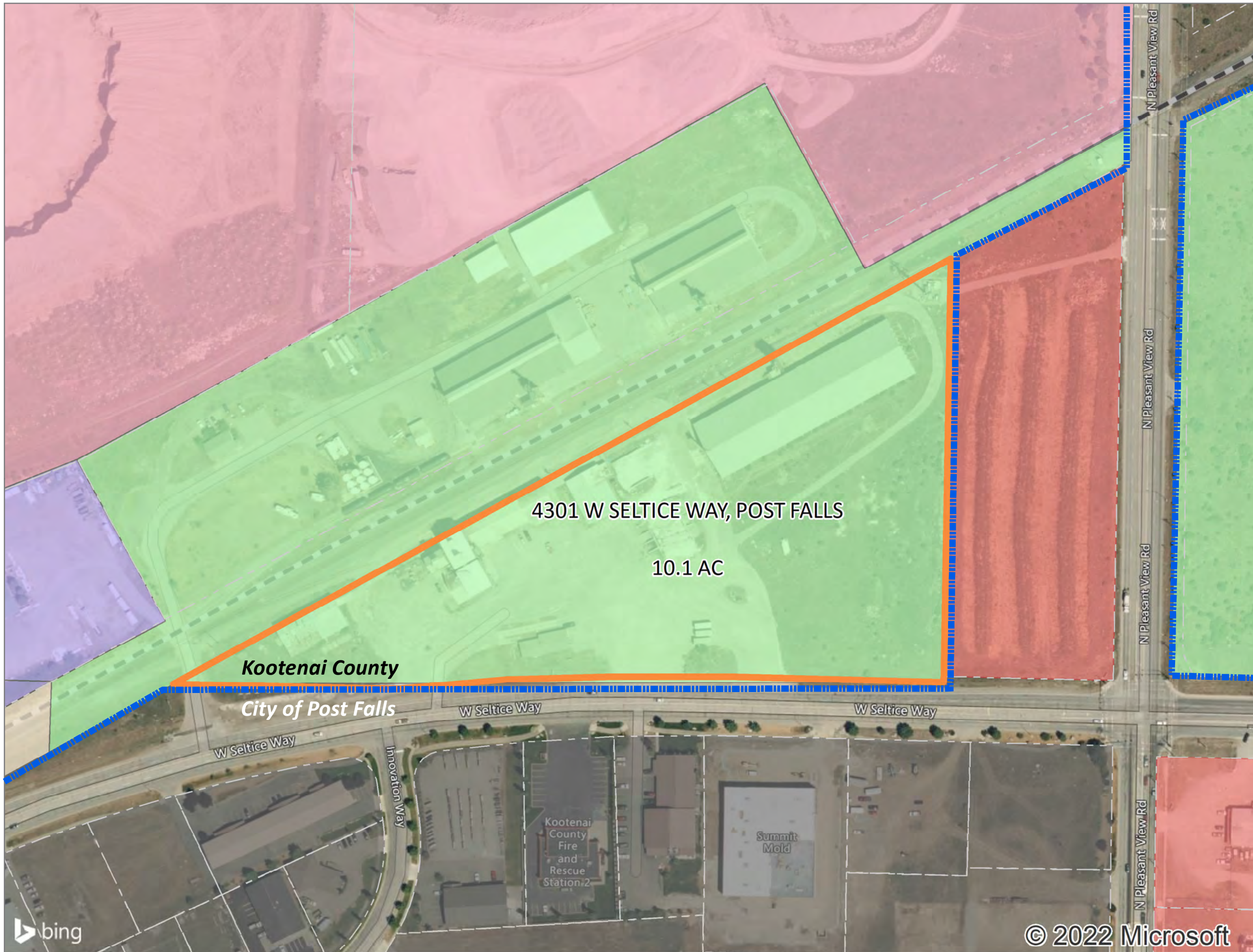
Along a curve to the left that has a radius of 2914.79 feet, a central angle of $07^{\circ}06'55''$ for an arc length of 361.91 feet to a point that is on South line of section 31; thence

North $89^{\circ}24'52''$ West along the South line of Section 31, 371.51 feet to an intersection with the Southeasterly right of way line the S.I.R.R.; thence

North $60^{\circ}29'22''$ East along the Southeasterly right of way line of the railroad 1465 feet; thence

South 696.92 feet to the POINT OF BEGINNING.




EXCEPT highway right of way.



Zoning Map

Farwest Steel Post Falls, Idaho

LEGEND

-  Site Boundary
-  Tax Lots
-  City Boundary

Kootenai County Zoning

-  AGRICULTURE
-  COMMERCIAL
-  LIGHT INDUSTRIAL
-  MINING DEVELOPMENT AGREEMENT

City of Post Falls Zoning

-  COMMERCIAL
-  INDUSTRIAL

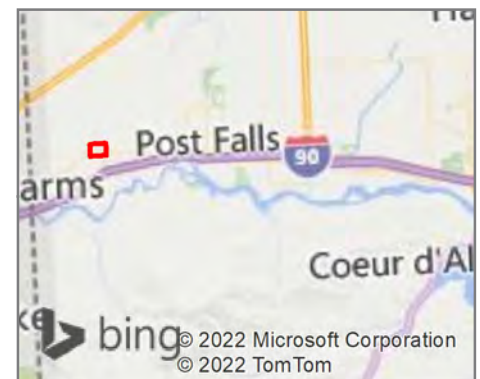


1 inch = 150 feet

SOURCE DATA:
Kootenai County Data,
March 2021

GEOGRAPHIC PROJECTION:
NAD 83 HARN, Idaho West
Lambert Conformal Conic

Date: 6/14/2022 Map Created By: DJH
File: Zoning Map Project No: 2210107.00



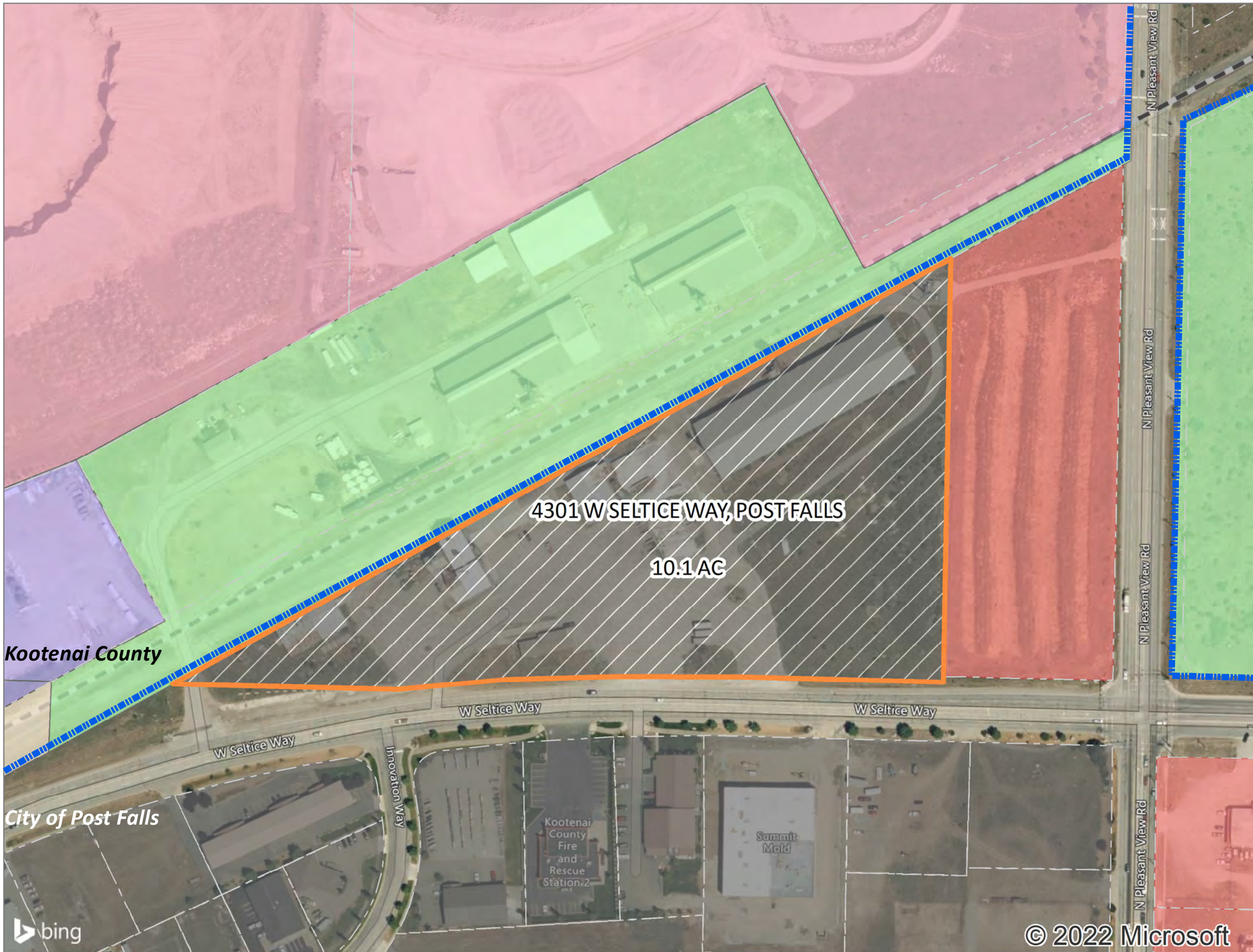
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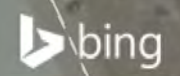


4301 W SELTICE WAY, POST FALLS

10.1 AC

Kootenai County

City of Post Falls



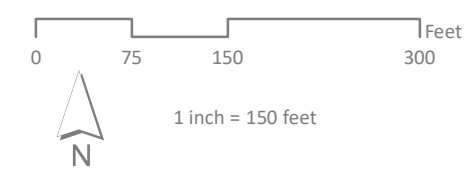
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Vicinity Map

Farwest Steel
Post Falls, Idaho

LEGEND

- Site Boundary
- Tax Lots
- Proposed City Boundary
- Kootenai County Zoning**
- AGRICULTURE
- COMMERCIAL
- LIGHT INDUSTRIAL
- MINING DEVELOPMENT AGREEMENT
- City of Post Falls Zoning**
- COMMERCIAL
- INDUSTRIAL
- PROPOSED: INDUSTRIAL



SOURCE DATA: Kootenai County Data, March 2021
GEOGRAPHIC PROJECTION: NAD 83 HARN, Idaho West Lambert Conformal Conic

Date: 6/14/2022
File: Vicinity Map
Map Created By: OJH
Project No: 2210107.00



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First American Title Company

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

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

As we continue to operate during the Novel Coronavirus pandemic, our focus continues to be to provide the best possible customer experience while maintaining the ongoing health and safety of our employees, customers, and communities. We have enhanced health and safety procedures in place and will be following guidance and directives from national, state and local authorities.

Our company has invested in technology solutions and developed processes to provide many safe closing options for our customers. Your local team will discuss the options available to you and your clients, based upon the type of transaction and client preference, prior to your closing appointment being scheduled. Options include, but are not limited to:

Remote/Online Signing Options

Curbside/Outside/Drive-Up Closing Appointments

Traditional In Office Closing Appointments

Important Information

In an effort to protect the health of our customers, staff and communities, we are asking that anyone not feeling well please refrain from attending the closing. We will be asking all parties planning to attend a closing the following pre-closing screening questions. An affirmative answer to any of the questions may require us to make different closing arrangements or reschedule the closing.

- Are you currently in quarantine for, diagnosed with or being tested for COVID-19?
- Within the last 14 days, have you or a household family member cared for someone diagnosed with COVID-19?
- Are you experiencing any cold, flu-like or other symptoms that the CDC has designated to be a potential COVID-19 symptom?

Please visit our website gofirstam.com for the most up-to-date status of our operational response to government announcements and orders.

We are in this together! Stay safe and healthy,

Quinn Stufflebeam
CEO

Revision Date 9/20/2020



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

Escrow Officer: Jocelyn Henning - jhenning@gofirstam.com
Title Officer: Michelle Jirava - mjirava@gofirstam.com

Byrd Real Estate Group, LLC
1912 N. Division Street
Spokane, WA 99202

Attention: Doug Byrd

Byrd Real Estate Group, LLC
1912 N. Division Street
Spokane, WA 99202

Attention: Doug Byrd
RE: Property Address: 4301 W. Seltice Way, Post Falls, ID 83854

ENCLOSED please find the following:

- Title Commitment
-

ATTENTION - PLEASE READ

WARNING! WIRE FRAUD ADVISORY: Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow or closing transaction with us and you receive an email containing Wire Transfer Instructions, DO NOT RESPOND TO THE EMAIL! Instead, call your escrow/closer immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.

Note: It is our company policy to send secure wire instructions directly to the party wiring funds.



FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>

Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>
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Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May Be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS

(Effective February 23, 2016)

NOTE - Attention is directed to the fact that the National Society of Professional Surveyors, Inc. (NSPS) is the legal successor organization to the American Congress on Surveying and Mapping (ACSM) and that these 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys are the next version of the former Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys.

1. Purpose - Members of the American Land Title Association® (ALTA®) have specific needs, unique to title insurance matters, when asked to insure title to land without exception as to the many matters which might be discoverable from survey and inspection, and which are not evidenced by the public records.

For a survey of real property, and the plat, map or record of such survey, to be acceptable to a title insurance company for the purpose of insuring title to said real property free and clear of survey matters (except those matters disclosed by the survey and indicated on the plat or map), certain specific and pertinent information must be presented for the distinct and clear understanding between the insured, the client (if different from the insured), the title insurance company (insurer), the lender, and the surveyor professionally responsible for the survey.

In order to meet such needs, clients, insurers, insureds, and lenders are entitled to rely on surveyors to conduct surveys and prepare associated plats or maps that are of a professional quality and appropriately uniform, complete, and accurate. To that end, and in the interests of the general public, the surveying profession, title insurers, and abstracters, the ALTA and the NSPS jointly promulgate the within details and criteria setting forth a minimum standard of performance for ALTA/NSPS Land Title Surveys. A complete 2016 ALTA/NSPS Land Title Survey includes:

- (i) the on-site fieldwork required pursuant to Section 5,
- (ii) the preparation of a plat or map pursuant to Section 6 showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor pursuant to Section 4,
- (iii) any information from Table A items requested by the client, and
- (iv) the certification outlined in Section 7.

2. Request for Survey - The client shall request the survey, or arrange for the survey to be requested, and shall provide a written authorization to proceed from the person or entity responsible for paying for the survey. Unless specifically authorized in writing by the insurer, the insurer shall not be responsible for any costs associated with the preparation of the survey. The request shall specify that an "**ALTA/NSPS LAND TITLE SURVEY**" is required and which of the optional items listed in Table A, if any, are to be incorporated. Certain properties or interests in real properties may present issues outside those normally encountered on an ALTA/NSPS Land Title Survey (e.g., marinas, campgrounds, trailer parks; easements, leases, other non-fee simple interests). The scope of work related to surveys of such properties or interests in real properties should be discussed with the client, lender, and insurer; and agreed upon in writing prior to commencing work on the survey. The client may need to secure permission for the surveyor to enter upon the property to be surveyed, adjoining properties, or offsite easements.

3. **Surveying Standards and Standards of Care**

- A. Effective Date** - The 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys are effective February 23, 2016. As of that date, all previous versions of the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys are superseded by these standards.
- B. Other Requirements and Standards of Practice** - Many states and some local jurisdictions have adopted statutes, administrative rules, and/or ordinances that set out standards regulating the practice of surveying within their jurisdictions. In addition to the standards set forth herein, surveyors shall also conduct their surveys in accordance with applicable jurisdictional survey requirements and standards of practice. Where conflicts between the standards set forth herein and any such jurisdictional requirements and standards of practice occur, the more stringent shall apply.
- C. The Normal Standard of Care** - Surveyors should recognize that there may be unwritten local, state, and/or regional standards of care defined by the practice of the "prudent surveyor" in those locales.
- D. Boundary Resolution** - The boundary lines and corners of any property being surveyed as part of an ALTA/NSPS Land Title Survey shall be established and/or retraced in accordance with appropriate boundary law principles governed by the set of facts and evidence found in the course of performing the research and fieldwork.
- E. Measurement Standards** - The following measurement standards address Relative Positional Precision for the monuments or witnesses marking the corners of the surveyed property.
- i. "Relative Positional Precision" means the length of the semi-major axis, expressed in feet or meters, of the error ellipse representing the uncertainty due to random errors in measurements in the location of the monument, or witness, marking any corner of the surveyed property relative to the monument, or witness, marking any other corner of the surveyed property at the 95 percent confidence level. Relative Positional Precision is estimated by the results of a correctly weighted least squares adjustment of the survey.
 - ii. Any boundary lines and corners established or retraced may have uncertainties in location resulting from (1) the availability, condition, history and integrity of reference or controlling monuments, (2) ambiguities in the record descriptions or plats of the surveyed property or its adjoiners, (3) occupation or possession lines as they may differ from the written title lines, or (4) Relative Positional Precision. Of these four sources of uncertainty, only Relative Positional Precision is controllable, although, due to the inherent errors in any measurement, it cannot be eliminated. The magnitude of the first three uncertainties can be projected based on evidence; Relative Positional Precision is estimated using statistical means (see Section 3.E.i. above and Section 3.E.v. below).
 - iii. The first three of these sources of uncertainty must be weighed as part of the evidence in the determination of where, in the surveyor's opinion, the boundary lines and corners of the surveyed property should be located (see Section 3.D. above). Relative Positional Precision is a measure of how precisely the surveyor is able to monument and report those positions; it is not a substitute for the application of proper boundary law principles. A boundary corner or line may have a small Relative Positional Precision because the survey measurements were precise, yet still be in the wrong position (*i.e.*, inaccurate) if it was established or retraced using faulty or improper application of boundary law principles.
 - iv. For any measurement technology or procedure used on an ALTA/NSPS Land Title Survey, the surveyor shall (1) use appropriately trained personnel, (2) compensate for systematic errors, including those associated with instrument calibration, and (3) use appropriate error propagation and measurement design theory (selecting the proper instruments, geometric layouts, and field and computational procedures) to control random errors such that the

maximum allowable Relative Positional Precision outlined in Section 3.E.v. below is not exceeded.

- v. The maximum allowable Relative Positional Precision for an ALTA/NSPS Land Title Survey is 2 cm (0.07 feet) plus 50 parts per million (based on the direct distance between the two corners being tested). It is recognized that in certain circumstances, the size or configuration of the surveyed property, or the relief, vegetation, or improvements on the surveyed property, will result in survey measurements for which the maximum allowable Relative Positional Precision may be exceeded. If the maximum allowable Relative Positional Precision is exceeded, the surveyor shall note the reason as explained in Section 6.B.x. below.

4. Records Research - It is recognized that for the performance of an ALTA/NSPS Land Title Survey, the surveyor will be provided with appropriate and, when possible, legible data which can be relied upon in the preparation of the survey. The request for an ALTA/NSPS Land Title Survey shall set forth the current record description of the property to be surveyed or, in the case of an original survey prepared for purposes of locating and describing real property that has not been previously separately described in documents conveying an interest in the real property, the current record description of the parent parcel that contains the property to be surveyed.

In order to complete an ALTA/NSPS Land Title Survey, the surveyor must be provided with complete copies of the most recent title commitment or, if a title commitment is not available, other title evidence satisfactory to the title insurer. In addition, the surveyor must be provided with the following:

- (i) The following records established under state statutes for the purpose of imparting constructive notice of matters relating to real property (public records):
 - (a) The current record descriptions of any adjoining to the property to be surveyed, except where such adjoining are lots in platted, recorded subdivisions;
 - (b) Any recorded easements benefitting the property;
 - (c) Any recorded easements, servitudes, or covenants burdening the property;
- (ii) Any unrecorded documents affecting the property being surveyed and containing information to which the survey shall make reference, if desired by the client.

Except, however, if the documents outlined above in (i) and (ii) of this section are not provided to the surveyor or if non-public or quasi-public documents are required to complete the survey, the surveyor shall be required to conduct only that research which is required pursuant to the statutory or administrative requirements of the jurisdiction where the property being surveyed is located and that research (if any) which is negotiated and outlined in the terms of the contract between the surveyor and the client.

5. Fieldwork - The survey shall be performed on the ground (except as otherwise negotiated pursuant to Table A, Item 15 below, if selected by the client). The fieldwork shall include the following, located to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) the existing use, if the planned use is not so reported:

A. Monuments

- i. The location, size, character, and type of any monuments found during the fieldwork.
- ii. The location, size, character, and type of any monuments set during the fieldwork, if item 1 of Table A was selected or if otherwise required by applicable jurisdictional requirements and/or standards of practice.
- iii. The location, description, and character of any lines that control the boundaries of the

surveyed property.

B. Rights of Way and Access

- i. The distance from the appropriate corner or corners of the surveyed property to the nearest right of way line, if the surveyed property does not abut a right of way.
- ii. The name of any street, highway, or other public or private way abutting the surveyed property, together with the width of the travelled way and the location of each edge of the travelled way including on divided streets and highways. If the documents provided to or obtained by the surveyor pursuant to Section 4 indicate no access from the surveyed property to the abutting street or highway, the width and location of the travelled way need not be located.
- iii. Visible evidence of physical access (e.g., curb cuts, driveways) to any abutting streets, highways, or other public or private ways.
- iv. The location and character of vehicular, pedestrian, or other forms of access by other than the apparent occupants of the surveyed property to or across the surveyed property observed in the process of conducting the fieldwork (e.g., driveways, alleys, private roads, railroads, railroad sidings and spurs, sidewalks, footpaths).
- v. Without expressing a legal opinion as to ownership or nature, the location and extent of any potentially encroaching driveways, alleys, and other ways of access from adjoining properties onto the surveyed property observed in the process of conducting the fieldwork.
- vi. Where documentation of the location of any street, road, or highway right of way abutting, on, or crossing the surveyed property was not disclosed in documents provided to or obtained by the surveyor, or was not otherwise available from the controlling jurisdiction (see Section 6.C.iv. below), the evidence and location of parcel corners on the same side of the street as the surveyed property recovered in the process of conducting the fieldwork which may indicate the location of such right of way lines (e.g., lines of occupation, survey monuments).
- vii. Evidence of access to and from waters adjoining the surveyed property observed in the process of conducting the fieldwork (e.g., paths, boat slips, launches, piers, docks).

C. Lines of Possession and Improvements along the Boundaries

- i. The character and location of evidence of possession or occupation along the perimeter of the surveyed property, both by the occupants of the surveyed property and by adjoining, observed in the process of conducting the fieldwork.
- ii. Unless physical access is restricted, the character and location of all walls, buildings, fences, and other improvements within five feet of each side of the boundary lines, observed in the process of conducting the fieldwork. Trees, bushes, shrubs, and other natural vegetation need not be located other than as specified in the contract, unless they are deemed by the surveyor to be evidence of possession pursuant to Section 5.C.i.
- iii. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the evidence, location and extent of potentially encroaching structural appurtenances and projections observed in the process of conducting the fieldwork (e.g., fire escapes, bay windows, windows and doors that open out, flue pipes, stoops, eaves, cornices, areaways, steps, trim) by or onto adjoining property, or onto rights of way, easements, or setback lines disclosed in documents provided to or obtained by the surveyor.

D. Buildings

The location of buildings on the surveyed property observed in the process of conducting the fieldwork.

E. Easements and Servitudes

- i. Evidence of any easements or servitudes burdening the surveyed property as disclosed in the documents provided to or obtained by the surveyor pursuant to Section 4 and observed in the process of conducting the fieldwork.

- ii. Evidence of easements, servitudes, or other uses by other than the apparent occupants of the surveyed property not disclosed in the documents provided to or obtained by the surveyor pursuant to Section 4, but observed in the process of conducting the fieldwork if they appear to affect the surveyed property (e.g., roads; drives, sidewalks, paths and other ways of access; utility service lines; water courses; ditches; drains; telephone, fiber optic lines, or electric lines; or water, sewer, oil or gas pipelines on or across the surveyed property and on adjoining properties).
- iii. Surface indications of underground easements or servitudes on or across the surveyed property observed in the process of conducting the fieldwork (e.g., utility cuts, vent pipes, filler pipes).
- iv. Evidence on or above the surface of the surveyed property observed in the process of conducting the fieldwork, which evidence may indicate utilities located on, over or beneath the surveyed property. Examples of such evidence include pipeline markers, manholes, valves, meters, transformers, pedestals, clean-outs, utility poles, overhead lines and guy wires.

F. Cemeteries

As accurately as the evidence permits, the perimeter of cemeteries and burial grounds, and the location of isolated gravesites not within a cemetery or burial ground, (i) disclosed in the documents provided to or obtained by the surveyor, or (ii) observed in the process of conducting the fieldwork.

G. Water Features

- i. The location of springs, ponds, lakes, streams, rivers, canals, ditches, marshes, and swamps on, running through, or outside, but within five feet of the perimeter boundary of, the surveyed property, observed during the process of conducting the fieldwork.
- ii. The location of any water feature forming a boundary of the surveyed property. The attribute(s) of the water feature located (e.g., top of bank, edge of water, high water mark) should be congruent with the boundary as described in the record description or, in the case of an original survey, in the new description (see Section 6.B.vi. below).

6. Plat or Map - A plat or map of an ALTA/NSPS Land Title Survey shall show the following information. Where dimensioning is appropriate, dimensions shall be annotated to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) existing use, if the planned use is not so reported.

A. The evidence and locations gathered, and the monuments and lines located during the fieldwork pursuant to Section 5 above, with accompanying notes if deemed necessary by the surveyor or as otherwise required as specified below.

B. Boundary, Descriptions, Dimensions, and Closures

- i. (a) The current record description of the surveyed property, or
(b) In the case of an original survey, the current record description of the parent tract that contains the surveyed property.
- ii. Any new description of the surveyed property that was prepared in conjunction with the survey, including a statement explaining why the new description was prepared. Except in the case of an original survey, preparation of a new description should be avoided unless deemed necessary or appropriate by the surveyor and insurer. Preparation of a new description should also generally be avoided when the record description is a lot or block in a platted, recorded subdivision. Except in the case of an original survey, if a new description is prepared, a note shall be provided stating (a) that the new description describes the same real estate as the record description or, if it does not, (b) how the new description differs from

- the record description.
- iii. The point of beginning, the remote point of beginning or point of commencement (if applicable) and all distances and directions identified in the record description of the surveyed property (and in the new description, if one was prepared). Where a measured or calculated dimension differs from the record by an amount deemed significant by the surveyor, such dimension shall be shown in addition to, and differentiated from, the corresponding record dimension. All dimensions shown on the survey and contained in any new description shall be ground dimensions unless otherwise noted.
 - iv. The directional, distance and curve data necessary to compute a mathematical closure of the surveyed boundary. A note if the record description does not mathematically close. The basis of bearings and, where it differs from the record basis, the difference.
 - v. The remainder of any recorded lot or existing parcel, when the surveyed property is composed of only a portion of such lot or parcel, shall be graphically depicted. Such remainder need not be included as part of the actual survey, except to the extent necessary to locate the lines and corners of the surveyed property, and it need not be fully dimensioned or drawn at the same scale as the surveyed property.
 - vi. When the surveyed property includes a title line defined by a water boundary, a note on the face of the plat or map noting the date the boundary was measured, which attribute(s) of the water feature was/were located, and the caveat that the boundary is subject to change due to natural causes and that it may or may not represent the actual location of the limit of title. When the surveyor is aware of natural or artificial realignments or changes in such boundaries, the extent of those changes and facts shall be shown or explained.
 - vii. The relationship of the boundaries of the surveyed property with its adjoining (e.g., contiguity, gaps, overlaps), where ascertainable from documents provided to or obtained by the surveyor pursuant to Section 4 and/or from field evidence gathered during the process of conducting the fieldwork. If the surveyed property is composed of multiple parcels, the extent of any gaps or overlaps between those parcels shall be identified. Where gaps or overlaps are identified, the surveyor shall, prior to or upon delivery of the final plat or map, disclose this to the insurer and client.
 - viii. When, in the opinion of the surveyor, the results of the survey differ significantly from the record, or if a fundamental decision related to the boundary resolution is not clearly reflected on the plat or map, the surveyor shall explain this information with notes on the face of the plat or map.
 - ix. The location of all buildings on the surveyed property, located pursuant to Section 5.D., dimensioned perpendicular to those perimeter boundary lines that the surveyor deems appropriate (*i.e.*, where potentially impacted by a setback line) and/or as requested by the client, lender or insurer.
 - x. A note on the face of the plat or map explaining the site conditions that resulted in a Relative Positional Precision that exceeds the maximum allowed pursuant to Section 3.E.v.
 - xi. A note on the face of the plat or map identifying areas, if any, on the boundaries of the surveyed property, to which physical access within five feet was restricted (see Section 5.C.ii.).
 - xii. A note on the face of the plat or map identifying the source of the title commitment or other title evidence provided pursuant to Section 4, and the effective date and the name of the insurer of same.
- C. Easements, Servitudes, Rights of Way, Access, and Documents**
- i. The location, width, and recording information of all plottable rights of way, easements, and servitudes burdening and benefitting the property surveyed, as evidenced by documents provided to or obtained by the surveyor pursuant to Section 4.

- ii. A summary of all rights of way, easements and servitudes burdening the property surveyed and identified in the title evidence provided to or obtained by the surveyor pursuant to Section 4. Such summary shall include the record information of each such right of way, easement or servitude, a statement indicating whether or not it is shown on the plat or map, and a related note if:
 - (a) the location cannot be determined from the record document;
 - (b) there was no observed evidence at the time of the fieldwork;
 - (c) it is a blanket easement;
 - (d) it is not on, or does not touch, the surveyed property;
 - (e) it limits access to an otherwise abutting right of way;
 - (f) the documents are illegible; or
 - (g) the surveyor has information indicating that it may have been released or otherwise terminated.

In cases where the surveyed property is composed of multiple parcels, indicate which of such parcels the various rights of way, easements, and servitudes cross or touch.

- iii. A note if no physical access to a public way was observed in the process of conducting the fieldwork.
- iv. The locations and widths of rights of way abutting or crossing the surveyed property, and the source of such information, (a) where available from the controlling jurisdiction, or (b) where disclosed in documents provided to or obtained by the surveyor pursuant to Section 4.
- v. The identifying titles of all recorded plats, filed maps, right of way maps, or similar documents which the survey represents, wholly or in part, with their recording or filing data.
- vi. For non-platted adjoining land, recording data identifying adjoining tracts according to current public records. For platted adjoining land, the recording data of the subdivision plat.
- vii. Platted setback or building restriction lines which appear on recorded subdivision plats or which were disclosed in documents provided or obtained by the surveyor.

D. Presentation

- i. The plat or map shall be drawn on a sheet of not less than 8 ½ by 11 inches in size at a legible, standard engineering scale, with that scale clearly indicated in words or numbers and with a graphic scale.
- ii. The plat or map shall include:
 - (a) The boundary of the surveyed property drawn in a manner that distinguishes it from other lines on the plat or map.
 - (b) If no buildings were observed on the surveyed property in the process of conducting the fieldwork, a note stating "*No buildings observed.*"
 - (c) A north arrow (with north to the top of the drawing when practicable).
 - (d) A legend of symbols and abbreviations.
 - (e) A vicinity map showing the property in reference to nearby highway(s) or major street intersection(s).
 - (f) Supplementary or detail diagrams when necessary.
 - (g) Notes explaining any modifications to Table A items and the nature of any additional Table A items (e.g., 21(a), 21(b), 21(c)) that were negotiated between the surveyor and client.
 - (h) The surveyor's project number (if any), and the name, registration or license number, signature, seal, street address, telephone number, company website, and email address (if any) of the surveyor who performed the survey.
 - (i) The date(s) of any revisions made by the surveyor who performed the survey.
 - (j) Sheet numbers where the plat or map is composed of more than one sheet.
 - (k) The caption "ALTA/NSPS Land Title Survey."

iii. When recordation or filing of a plat or map is required by law, such plat or map shall be produced in recordable form.

7. **Certification** - The plat or map of an ALTA/NSPS Land Title Survey shall bear only the following certification, unaltered, except as may be required pursuant to Section 3.B. above:

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _____ of Table A thereof. The fieldwork was completed on _____ [date].

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

8. **Deliverables** - The surveyor shall furnish copies of the plat or map of survey to the insurer and client and as otherwise negotiated with the client. Hard copies shall be on durable and dimensionally stable material of a quality standard acceptable to the insurer. A digital image of the plat or map may be provided in addition to, or in lieu of, hard copies pursuant to the terms of the contract. When required by law or requested by the client, the plat or map shall be produced in recordable form and recorded or filed in the appropriate office or with the appropriate agency.

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: The twenty (20) items of Table A may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client shall be identified as 21(a), 21(b), etc. and explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 21.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3. Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. Gross land area (and other areas if specified by the client).
5. Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, and originating benchmark identified.
6. (a) If set forth in a zoning report or letter provided to the surveyor by the client, list the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements. Identify the date and source of the report or letter.
 (b) If the zoning setback requirements are set forth in a zoning report or letter provided to the surveyor by the client, and if those requirements do not require an interpretation by the surveyor, graphically depict the building setback requirements. Identify the date and source of the report or letter.
7. (a) Exterior dimensions of all buildings at ground level.
(b) Square footage of:
 (1) exterior footprint of all buildings at ground level.
 (2) other areas as specified by the client.
 (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.

8. Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
10. (a) As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties (client to obtain necessary permissions).
- (b) As designated by the client, a determination of whether certain walls are plumb (client to obtain necessary permissions).
11. Location of utilities existing on or serving the surveyed property as determined by:
- observed evidence collected pursuant to Section 5.E.iv.
 - evidence from plans requested by the surveyor and obtained from utility companies, or provided by client (with reference as to the sources of information), and
 - markings requested by the surveyor pursuant to an 811 utility locate or similar request
- Representative examples of such utilities include, but are not limited to:*
- Manholes, catch basins, valve vaults and other surface indications of subterranean uses;
 - Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole crossmembers or overhangs; and
 - Utility company installations on the surveyed property.
- Note to the client, insurer, and lender - With regard to Table A, item 11, source information from plans and markings will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.*
12. As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands).

-
13. Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
14. As specified by the client, distance to the nearest intersecting street.
15. Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for the showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor shall (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.
16. Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
17. Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
18. If there has been a field delineation of wetlands conducted by a qualified specialist hired by the client, the surveyor shall locate any delineation markers observed in the process of conducting the fieldwork and show them on the face of the plat or map. If no markers were observed, the surveyor shall so state.
19. Include any plottable offsite (i.e., appurtenant) easements or servitudes disclosed in documents provided to or obtained by the surveyor as a part of the survey pursuant to Sections 5 and 6 (and applicable selected Table A items) (client to obtain necessary permissions).
20. Professional Liability Insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of Insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.
21. _____

Adopted by the Board of Governors, American Land Title Association, on October 8, 2015.
American Land Title Association, 1800 M St., N.W., Suite 300S, Washington, D.C. 20036-5828.
www.alta.org

Adopted by the Board of Directors, National Society of Professional Surveyors, on October 9, 2015.
National Society of Professional Surveyors, Inc., 5119 Pegasus Court, Suite Q, Frederick, MD 21704.
<http://www.nsps.us.com/>



ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY


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

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

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

Issued through the office of:
First American Title Company
1866 North Lakewood Drive Coeur
d’Alene, ID 83814
(208)667-0567

By  President
Attest  Secretary



Authorized Signature

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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 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 this Commitment is not valid without.

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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

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

Issued By

Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent and Office: First American Title Company, 1866 North Lakewood Drive, P.O. Box 1747, Coeur d'Alene, ID 83816 (208)667-0567

Issuing Office's ALTA ® Registry ID: 0000902

Loan ID No.:

Issuing Office Commitment/File No.: 954074-C

Property Address: 4301 W. Seltice Way, Post Falls, ID 83854

Revision No.:

SCHEDULE A

1. Commitment Date: January 21, 2021 at 7:30 A.M.

2. Policy (or Policies) to be issued: Premium Amount reflects applicable rate

- (a) 2006 ALTA ® Extended Owner's Policy
 Proposed Insured: Farwest Steel Corp.
 Proposed Policy Amount: \$2,500,000.00 Premium Amount \$ 9075.00
 Endorsements: \$
- (b) 2006 ALTA ® Loan Policy
 Proposed Insured:
 Proposed Policy Amount: \$0.00 Premium Amount \$
 Endorsements: \$
- (c) ALTA ® Policy
 Proposed Insured:
 Proposed Policy Amount: \$ Premium Amount \$
 Endorsements: \$

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in:
Greenacres Gypsum and Lime, Inc., a Washington corporation

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5. The Land is described as follows:

A part of the [South half of the Southeast quarter of Section 31](#), Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

BEGINNING at a point that is on the North right of way line of Seltice Way, said point being North 37.05 feet and North 89°17'37" West, 329.90 feet from the Southeast corner of Section 31; thence

North 89°17'37" West along the right of way line 89°23'39" West, 201.57 feet; thence

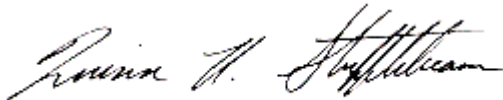
Along a curve to the left that has a radius of 2914.79 feet, a central angle of 07°06'55" for an arc length of 361.91 feet to a point that is on South line of section 31; thence

North 89°24'52" West along the South line of Section 31, 371.51 feet to an intersection with the Southeasterly right of way line the S.I.R.R.; thence

North 60°29'22" East along the Southeasterly right of way line of the railroad 1465 feet; thence

South 696.92 feet to the POINT OF BEGINNING.

EXCEPT highway right of way.



By:

Authorized Countersignature

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

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File No. 954074-C	Page 5 of 11	ALTA Commitment for Title Insurance (8-1-16)
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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. Idaho Code §31-3504 permits the state or counties that provide indigent medical assistance to a lien upon real property of the person provided assistance. We require the attached affidavit to be completed prior to recording to eliminate an exception to such lien.
7. With respect to Greenacres Gypsum and Lime, Inc. a corporation, we require:
 - a. A certified copy of good standing of recent date issued by the secretary of state of the corporation's state of domicile.
 - b. A certified copy of a resolution of the board of directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

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File No. 954074-C	Page 6 of 11	ALTA Commitment for Title Insurance (8-1-16)
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8. With respect to Farwest Steel Corp. a corporation, we require:
 - a. A certified copy of good standing of recent date issued by the secretary of state of the corporation's state of domicile.
 - b. A certified copy of a resolution of the board of directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

9. The policy liability contemplated by this transaction exceeds our local limit. Underwriter approval must be obtained from the Home Office or Regional Office prior to closing. Please contact the title officer in advance of the closing date to discuss the specifics of the proposed transaction, including identity of proposed insureds, endorsement requirements, and exceptions which are to be eliminated.

10. We will require a urban ALTA/NSPS Land Title Survey with optional items 1, 2, 6a, 6b, 7a, 8, 9, 11, 13, 14, 16, 17, 19 listed in "Table A Optional Survey Responsibilities and Specifications". (a copy is attached)

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File No. 954074-C	Page 7 of 11	ALTA Commitment for Title Insurance (8-1-16)
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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART II
Exceptions

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

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

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

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8. 2021 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

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

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

Year	Original Amount	Amount Paid	Parcel Number
2020	\$8,317.48	\$4,862.03	51N05W319400

Homeowners Exemption is not in effect for 2020.

Circuit breaker is not in effect for 2020.

Agricultural Exemption is not in effect for 2020.

9. Any failure of the Kootenai County Treasurer's office to provide information on all assessments owed.
10. Easement for right of way granted to Pacific Telephone and Telegraph Company, recorded September 12, 1924, in [Book 83 of Deeds, Page 251](#).
11. Memorandum of Option and Lease Agreement upon the terms, conditions and provisions contained therein:
Parties: Greenacres Gypsum and Lime, Inc. and GTE Macro Communications, Incorporated
Recorded: May 19, 1997, Instrument No. [1490536](#)

Assignment and Assumption Agreement between GTE Wireless of the Pacific Incorporated, successor by merger to GTE Macro Communications Incorporated to Crown Castle GT Company LLC, a Delaware limited liability company, recorded June 5, 2001 as Instrument No. 1681322.

Addendum to Memorandum of Option and Lease Agreement (Clarification of Utility Easement) between Greenacres Gypsum and Lime, Inc., a Washington Corporation, "Landlord", and GTE Macro Communications Incorporated, a Corporation, "Tenant", recorded December 9, 2011 as Instrument No. [2338222000](#).

12. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded July 28, 1997, as instrument number [1499056](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
13. Easement for electric line right of way granted to Kootenai Electric Cooperative, Inc., recorded August 2, 2002, as Instrument No. [1745507](#).
14. Easement for electric line right of way granted to Kootenai Electric Cooperative, Inc., recorded April 26, 2007, as Instrument No. [2096198000](#).

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15. Memorandum of Site Lease upon the terms, conditions and covenants contained in the lease:
Recorded: October 31, 2014, as Instrument No. [2476020000](#)
Lessor: Crown Castle GT Company LLC, a Delaware limited liability company
Lessee: Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless.
16. Easement for road right of way granted to Kootenai County, recorded January 17, 2014, as Instrument No. [2443525000](#).
17. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.

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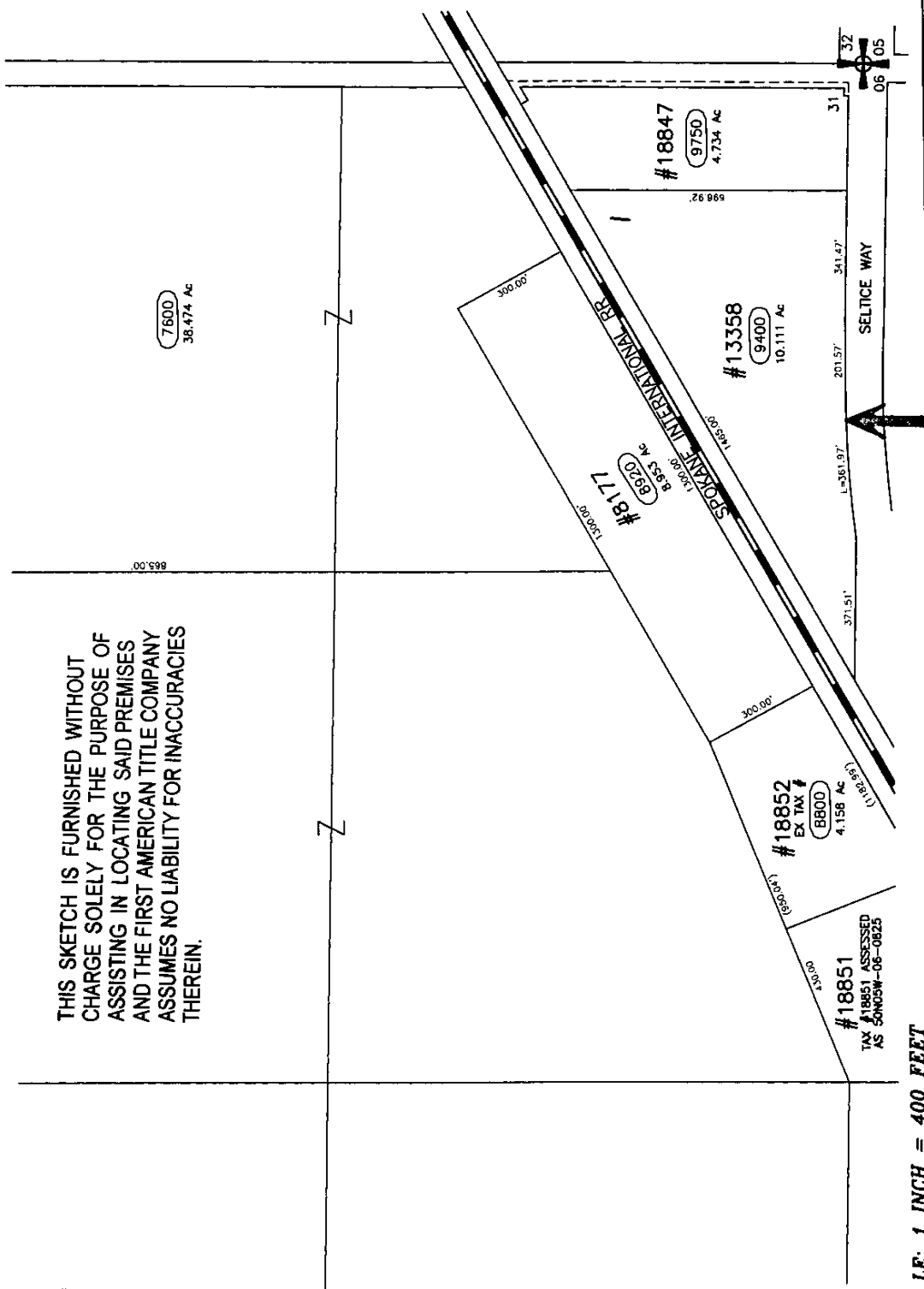
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THIS SKETCH IS FURNISHED WITHOUT
 CHARGE SOLELY FOR THE PURPOSE OF
 ASSISTING IN LOCATING SAID PREMISES
 AND THE FIRST AMERICAN TITLE COMPANY
 ASSUMES NO LIABILITY FOR INACCURACIES
 THEREIN.



1/4" = 400 FEET

Sec. 31 Twp. 51N. R. 5W. B.M.

Treasurer - Kootenai County, Idaho

generated on 1/22/2021 3:58:10 PM PST

Tax Record

DATA AS OF: 1/22/2021 1:52:37 AM PST

Details

PIN Number 51N05W319400	Alternate ID 164861	Tax Roll Real Property	Tax Year 2020	Bill Number 284609
Current Owner GREENACRES GYPSUM LIME INC PO BOX 250 GREENACRES WA 99016		SITUS 4301 W SELTICE WAY		
Owner of Record GREENACRES GYPSUM LIME INC		Current Legal Description TAX #13358		
Lender		TAG 073000		

Authority	Assessment Information			Gross	Credits	Net Tax	Savings
	Exempt	Taxable	Rate				
1-KOOTENAI CO							
AIRPORT	0	1,165,889	0.000007124	8.31	0.00	8.31	0.00
COUNTY FAIR	0	1,165,889	0.000003535	4.12	0.00	4.12	0.00
CURRENT EXPENSE	0	1,165,889	0.000296693	345.91	0.00	345.91	0.00
DISTRICT COURT	0	1,165,889	0.00025746	300.17	0.00	300.17	0.00
HEALTH UNIT	0	1,165,889	0.000034464	40.18	0.00	40.18	0.00
HISTORICAL SOCIETY	0	1,165,889	0.000000968	1.13	0.00	1.13	0.00
INDIGENT	0	1,165,889	0	0.00	0.00	0.00	0.00
JUSTICE FUND	0	1,165,889	0.001481658	1,727.45	0.00	1,727.45	0.00
LIABILITY INSURANCE	0	1,165,889	0.000032429	37.81	0.00	37.81	0.00
NOXIOUS WEEDS	0	1,165,889	0.000015764	18.38	0.00	18.38	0.00
PARKS & REC	0	1,165,889	0.000017128	19.97	0.00	19.97	0.00
REVALUATION	0	1,165,889	0.000120506	140.50	0.00	140.50	0.00
225-PF HIGHWAY #1							
HD#1-POST FALLS-M&O	0	1,165,889	0.000095095	110.87	0.00	110.87	0.00
HD#1-POST FALLS-SPECIAL BRIDGE	0	1,165,889	0.00030246	352.63	0.00	352.63	0.00
HD#1-POST FALLS-TORT	0	1,165,889	0.000005932	6.92	0.00	6.92	0.00
232-SCHOOL DIST #273-BOND							
SCHOOL DIST #273-POST FALLS	0	1,165,889	0.00065726	766.29	0.00	766.29	0.00
232-SCHOOL DIST #273-SUPP							
SCHOOL DIST #273-POST FALLS SUPP	0	1,165,889	0.001021772	1,191.27	0.00	1,191.27	0.00
232-SCHOOL DIST#273-OTHER							
SCHOOL DIST #273-POST FALLS	0	1,165,889	0.000016101	18.77	0.00	18.77	0.00
255-KC FIRE & RESCUE							
KOOTENAI CO FIRE & RESCUE	0	1,165,889	0.001591843	1,855.91	0.00	1,855.91	0.00
271-COMM LIBRARY NET J							
KOOTENAI CONSOLIDATED LIBRARY	0	1,165,889	0.000274733	320.31	0.00	320.31	0.00
272-COMM LIB NET-BOND J							
KOOTENAI CONSOLIDATED LIBRARY	0	1,165,889	0.000019765	23.04	0.00	23.04	0.00
351-N ID COLLEGE							
NORTH IDAHO COLLEGE	0	1,165,889	0.000746593	870.44	0.00	870.44	0.00

354-KOOTENAI-EMS

KOOTENAI CO EMS 47173	0	1,165,889	0.000129823	151.36	0.00	151.36	0.00
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490-S/A-Aquifer Prot District

Aquifer Protection District	0	6	1	5.74	0.00	5.74	0.00
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Total Net Tax	8,317.48
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Installment

Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
Inst 2	6/21/2021	\$3,455.45	\$0.00	\$0.00	\$3,455.45
Current Year					\$3,455.45

Payment Information

Last Paid	Amount Paid	Receipt Number	Tender	Tender Amt
12/21/2020	\$703.29	U20.10071		
By Whom			RYAN TAX COMPLIANCE SERVICES LLC	

Last Paid	Amount Paid	Receipt Number	Tender	Tender Amt
12/21/2020	\$4,158.74	B20.22757		
By Whom			GREENACRES GYPSUM LIME INC	

Prior Year Taxes Due

NO DELINQUENT TAXES

Click to Pay Now

Kootenai County, Idaho

generated on 1/22/2021 5:57:22 PM CST

Parcel

Parcel Number 51N05W319400	AIN 164861	Situs Address 4301 W SELTICE WAY, POST FALLS	Data as of 1/16/2021
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Owner Information

Owner Name	GREENACRES GYPSUM LIME INC
Owner Address	PO BOX 250 GREENACRES WA 99016
Transfer Date	
Document #	
Deed Book/Page	

Location / Description

Tax Authority Group	073000	Current Legal Desc.	TAX #13358 31 51N 05W
Situs Address	4301 W SELTICE WAY, POST FALLS		
Acreage	10.1060		

Parcel Type

Property Class Code	336- Ind Imp rural tract
Neighborhood Code	32 HEAVY INDUSTRIAL/RP

Assessment Information

Appraisal Date	07-13-2020	Current Year	2020	Prior Year	2019
Market Value Land	\$451,944	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$713,945	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$1,165,889	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	10.1060	Total Market Value	\$1,165,889	Total Market Value	\$1,189,198
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber Exemption	\$0	Ag/Timber Exemption	\$0
		Other Exemptions	\$0	Other Exemptions	\$0
		Net Taxable Value	\$1,165,889	Net Taxable Value	\$1,189,198

24358

1015543

WARRANTY DEED

BOOK 338 PAGE 201

FOR VALUE RECEIVED, JACKLIN SEED COMPANY, an Idaho corporation, the Grantor, does hereby grant, bargain, sell and convey unto Greenacres Gypsum and Lime, Inc., a Washington corporation, the Grantee, the following described real property, situate in Kootenai County, Idaho, to-wit:

A part of the South Half of the Southeast Quarter of Section 31, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at a point that is on the north right-of-way line of Seltice Way, said point being North 37.05 feet and North 89°17'37" West, 329.90 feet from the southeast corner of Section 31; thence North 89°17'37" West along the right-of-way line, 341.47 feet to a right-of-way monument; thence along a spiral right-of-way line that has a total deflection of 02°, the cord is South 89°23'39" West, 201.57 feet; thence along a curve to the left that has a radius of 2914.79 feet, a central angle of 07°06'55" for an arc length of 361.97 feet to a point that is on the south line of Section 31; thence North 89°24'52" West along the south line of Section 31, 371.51 feet to an intersection with the southeasterly right-of-way line of the S.I.R.R.; thence North 60°29'22" East along the southeasterly right-of-way line of the railroad 1465 feet; thence South 696.92 feet to the Point of Beginning. Containing approximately 10 acres.

TO HAVE AND TO HOLD the said premises with appurtenances unto said Grantee, its successors and assigns forever; and the said Grantor does hereby covenant to and with said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances EXCEPT that right-of-way granted to the Pacific Telephone and Telegraph Company to erect and maintain poles with the necessary wires and fixtures thereon and to keep the same free from foliage,

recorded September 12, 1924, in Book 83 of Deeds at page 251, Records of Kootenai County, Idaho; and EXCEPT that right-of-way granted to the State of Idaho for a public highway, recorded October 17, 1938, in Book 110 of Deeds at page 151, Records of Kootenai County, Idaho; and EXCEPT rights or claims of parties in possession not shown by the public records; and EXCEPT easements, or claims of easements, not shown by the public records; and EXCEPT discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records; and EXCEPT any lien, or right to a lien, for services, labor or material heretofore hereafter furnished, imposed by law and not shown by the public records; and EXCEPT unpatented mining claims, reservations or exceptions in patents or in acts authorizing issuance thereof; water rights, claims or title to water; and EXCEPT any and all unpaid taxes, assessments, and unredeemed tax sales; and EXCEPT other easements, covenants, and restrictions of record. Subject to the foregoing, Grantor will warrant and defend the premises from all other lawful claims whatsoever.

DATED this 17 day of July, 1985.

JACKLIN SEED COMPANY

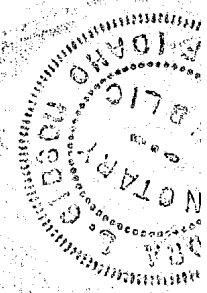
BY: Donald W. Jacklin
DONALD W. JACKLIN,
Vice-President

STATE OF IDAHO)
 : ss.
County of Kootenai)

On this 17th day of July, 1985, before me personally appeared DONALD W. JACKLIN, to me known to be the Vice-President of JACKLIN SEED COMPANY, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Sandra L. Gibson
Notary Public in and for the State
of Idaho, residing at Hayden Lab



Retrun to:
Winston & Cashatt
Seafirst Financial Center
Spokane, Wa 99201-0695

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss

AT THE REQUEST OF _____

KOOTENAI COUNTY TITLE CO.

At 50 minutes past 10 o'clock AM

JUL 19 1985

Jeanne Garner, Acting Co. Clerk

By Rocky Taylor
Deputy

Fee \$ 6.00

Return to _____

Fee \$2.70

32258

COMPARED
8/14/24

-This deed is statutory form for use in State of Washington only-

QUIT CLAIM DEED

The Grantors J. D. Bassett and Alice C. Bassett his wife of Spokane, County of Spokane, State of Washington for and in consideration of One dollar and other considerations Dollars, in hand paid, convey and quit claim to Joseph Hayes all interest in the following described real estate, situated in the County of Kootenai State of Idaho

The Northeast quarter of the Northwest quarter, (NE¹/₄) of (NW¹/₄) and Lot One (1) in Section Twenty-eight (28) Township Fifty two (52) North, Range Three (3) East Boise Meridian.

Subject to taxes and encumbrances of record.

Dated this Fifth day of September 1924, 1924....

J. D. Bassett (Seal)

Alice C. Bassett (Seal)

STATE OF WASHINGTON)
(ss.
County of Spokane)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 5th day of September 1924 1924., personally appeared before me J. D. Bassett and Alice C. Bassett his wife to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal the day and year last above written.
(Notarial Seal)

Ed B. Powell
Notary Public for State of Washington,
residing at Spokane.

STATE OF Idaho)
(ss.
County of Kootenai)

I hereby certify that the within instrument was filed for record in the office of the County Recorder of said County, on the 11th day of Sept. A. D. 1924 at 11:05 o'clock AM., at the request of John W Boothe, and recorded in Book 63 of Deeds on page 251.

Recs 754

C. C. Sowder, County Recorder.

32272

5798

COMPARED
8/14/24

Spokane, Wn., May 26 1924

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to Spokane Valley Farms Company, and situated in the County of Kootenai, State of Idaho, and described as follows:

Lot No. 167, 168 and 169 of East Farms Irrigated Tracts, Plat No. 5, Section 1, Twp. 50 N. R. 6 W. the southeast quarter of south west quarter of southeast quarter

83251

(SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$) Section 31, Twp. 51 N., R. 5W E.; and the southeast quarter of southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$) Section 31, Twp. 51 N., R. 5W E. Said poles and anchors to be placed as now surveyed.

The right is also hereby granted the Telephone Company to place and maintain ga in fences at the point or points where the right-of-way intersects said fences.

The grantor agrees not to grant any right or permit for the erection maintenance of any electric power transmission line or lines upon or over said property, parallel with and within One hundred feet of the lines placed by the Telephone Company, or for the erection and maintenance of any such line or lines across the Telephone Company's lines, ed upon said right-of-way at an angle of less than thirty-five (35) degrees.

It is understood that the employees of said Telephone Company shall, at any time when necessary, have access to said right-of-way and the poles and wires thereon, for purpose of repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

(Corporate Seal)

R.R.T.

WITNESS: Eleanor M. MacCallum
GEM 8/12/24

SPOKANE VALLEY FARMS CORP

By W J Kormera Pres.
W A Brown, Secy.

STATE OF IDAHO)
COUNTY OF KOOTENAI) ss

On this 26 day of May A. D. 1924, before me personally appeared W J Kormera and W A Brown to me known to be the President and Secretary respectively of Spokane Valley Farms Corp the corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

(Notarial Seal)

Geo L. Mizael
Notary Public in and for the State of Idaho
residing at Spokane

State of Idaho)
County of Kootenai) ss

Filed for record at the request of Pacific Telephone & Telegraph Co. on the 1st day of Sept 1924 at 9:30 o'clock A M., and recorded in Book 23 of Deeds, Page 261.

C. C. Bowder, County Recorder

Fee \$1.00

STATE OF IDAHO } ss
COUNTY OF KOOTENAI }
AT THE OFFICE OF
FIRST AMERICAN TITLE COMPANY

MAY 19 2 28 PM '97

DAVID L. POLISH

DEEDY 18.00
FEES

Recording Requested By and
When Recorded, Mail To:

GTE Macro Communications Incorporated
600 Embassy Row, Suite 500
Atlanta, Georgia 30346

28610

1490536

MEMORANDUM OF OPTION AND LEASE AGREEMENT

STATE OF IDAHO
COUNTY OF KOOTENAI

ORIGINAL

THIS MEMORANDUM OF OPTION AND LEASE AGREEMENT ("Memorandum"), made this 2nd day of October, 1996, by and between Greengrass Gypsum and Lime, Inc., a Washington corporation, whose address is W. 4100 Seltice Way, Post Falls, ID 83854 ("Landlord") and GTE Macro Communications Incorporated, a corporation of the State of Delaware, whose address is 245 Perimeter Center Parkway, Atlanta, Georgia 30346 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Option and Lease Agreement dated October 2, 1996, (the "Lease"); and

WHEREAS, Landlord and Tenant desire to file this Memorandum of record in Kootenai County, Idaho, in order to provide record notice to all third parties of Tenant's rights under the Lease;

NOW, THEREFORE, for and in consideration of the Leased Premises (as defined herein), the covenants and promises of the parties set forth herein and in the Lease, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is expressly acknowledged by the parties hereto, Landlord and Tenant agree and acknowledge for themselves, their respective successors and assigns, as follows:

Upon, subject to and in consideration of the terms and conditions set forth in the Lease, Landlord grants to Tenant the exclusive right and option to lease all of that certain tract of land located in Kootenai County, Idaho, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Leased Premises");

The Landlord claims title to the Leased Premises under an instrument previously recorded in Kootenai County under recording no. 1015543 which conveyed to Landlord the property described in Exhibit "B" attached hereto and incorporated herein by reference;

To have and to hold the Leased Premises unto Tenant, its successors and assigns, for a term of five (5) years, commencing on October 2, 1996 and ending October 1, 2001 (the "Initial Term"), subject to Tenant's option to extend the term for five (5) renewal term(s) of five (5) year(s) each upon the terms and conditions set forth in the Lease;

Site Name State Line Site Number ID0006

1490536

Landlord further hereby bargains, grants and conveys to Tenant an Access Easement and a Utility Easement described in Exhibit "C" upon the terms set forth in the Lease, in, over and across that property described in Exhibit "B" and incorporated herein by reference;

The rent and other obligations of Landlord and Tenant are set forth in the Lease, to which reference is made for further information. If a conflict exists between the terms of the Lease and those contained in this Memorandum, those contained in the Lease shall govern and be controlling;

This Memorandum contains only selected provisions of the Lease, and reference is made to the full text of the Lease for the full terms and conditions. This Memorandum shall not, in any way, amend or supersede the terms and conditions of the Lease;

This Memorandum and the Lease are governed by the laws of the State of Idaho.

IN WITNESS WHEREOF, the Landlord and Tenant have caused their names to be signed as of the date and year first above written.

LANDLORD:

Greenacres Gypsum and Lime, Inc.

By: Donald R. Frank
Name: GERALD R. FRANK
Title: PRESIDENT
Date: 10/2/96
Attest: Darrell G. Shouist
Name: DARRELL G. SHOUIST
Title: SEC.
Date: 10/2/96

TENANT:

GTE Macro Communications Incorporated

By: D. S. M. Jones
Name: D. S. M. Jones
Title: VP, Marketing & Sales
Date: 10/11, 1996

Site Name State Line Site Number 18006
WA-0181

1490536

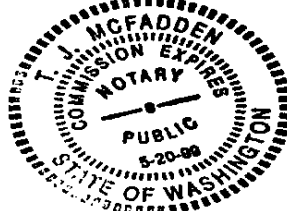
CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF SPOKANE)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Gerald R. Frank and Darrell G. Shoquist, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the President and Secretary of Greenacres Gypsum and Lime, Inc., a corporation, and that in such capacities they executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation.

Witness my hand and seal of office this 2nd day of October, 1996.

T. J. McFadden
Notary Public in and for the State of
Washington, residing at No. Bend
My appointment expires: 5-20-98
Type or Print Notary's Name:
T. J. McFADDEN



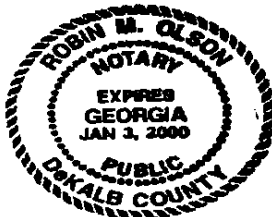
CORPORATE ACKNOWLEDGMENT

STATE OF Georgia)
COUNTY OF DeKalb)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Donald M. Fye, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the AMP Network mgr. of GTE Macro Communications Incorporated, a corporation, and that in such capacity he/she executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation.

Witness my hand and seal of office this 11 day of Oct, 1996.

Robin M. Olson
Notary Public in and for the State of
Georgia, residing at DeKalb
My appointment expires: 1/3/00
Type or Print Notary's Name:
Robin M. Olson

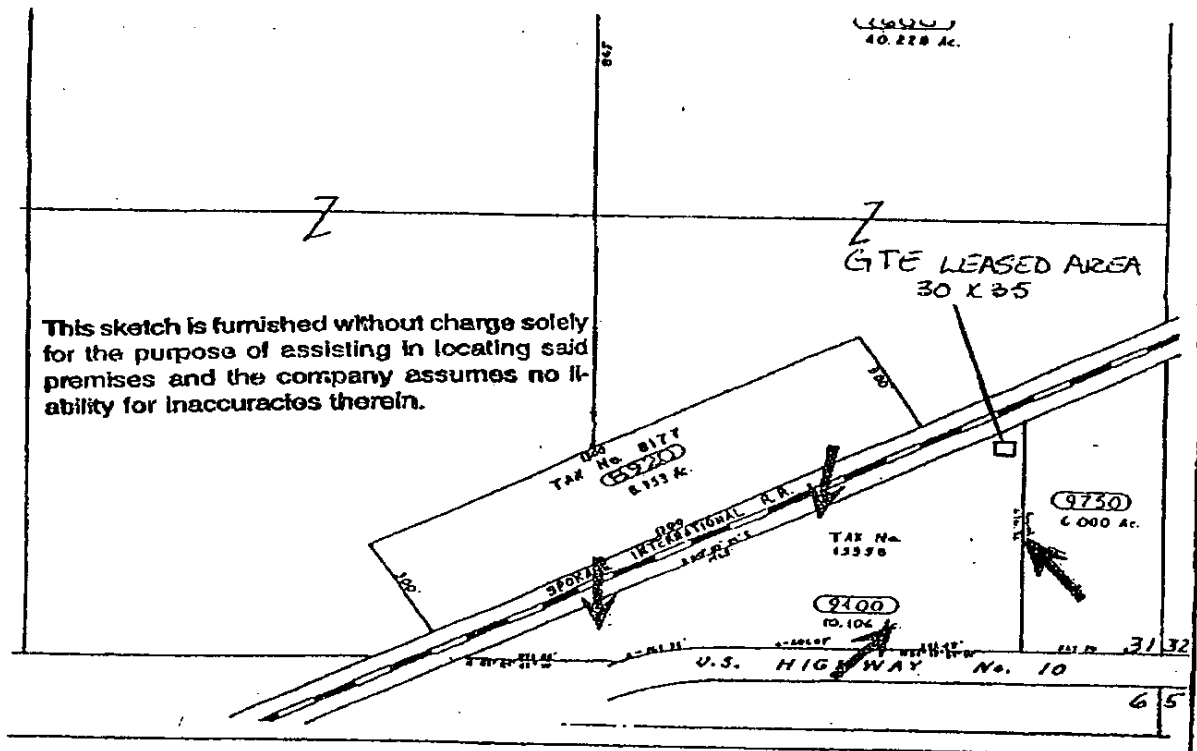


Site Name State Line Site Number WA 0181

1490536

EXHIBIT "A"

DESCRIPTION OR DIAGRAM OF LEASED PREMISES



1490536

EXHIBIT "A-1"

LEGAL DESCRIPTION OF LEASED PREMISES OBTAINED FROM A SURVEY

LEASE LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31 TOWNSHIP 31 NORTH RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO GREENACRES GYPSUM AND LIME, INC. A WASHINGTON CORPORATION BY WARRANTY DEED IN BOOK 336 OF DEEDS, PAGE 201 (AUDITOR'S FILE NUMBER 108343) SAID CORNER BEING A 1/2" REBAR WITH A PLASTIC CAP AS SHOWN IN BOOK 4 OF SURVEYS, PAGE 218, RECORDS OF SAID COUNTY:

THENCE SOUTH 0°56'24" WEST, ON THE EAST LINE OF SAID REAL PROPERTY, A DISTANCE OF 34.14 FEET;

THENCE NORTH 8°40'36" WEST, A DISTANCE OF 10.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WYATT ENG. LS 215" AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 8°40'36" WEST, A DISTANCE OF 30.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WYATT ENG. LS 215";

THENCE SOUTH 0°56'24" WEST, A DISTANCE OF 35.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WYATT ENG. LS 215";

THENCE SOUTH 8°40'36" EAST, A DISTANCE OF 30.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WYATT ENG. LS 215";

THENCE NORTH 0°56'24" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 1050 SQUARE FEET;

TOGETHER WITH A 10 FOOT WIDE UTILITY EASEMENT DESCRIBED AS THE EAST 10.00 FEET OF SAID REAL PROPERTY;

CONTAINING 6935 SQUARE FEET;

ALSO TOGETHER WITH A 10 FOOT WIDE UTILITY EASEMENT WITHIN SAID REAL PROPERTY, LYING WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID REAL PROPERTY:

THENCE SOUTH 0°56'24" WEST, ON THE EAST LINE OF SAID REAL PROPERTY, A DISTANCE OF 34.14 FEET;

THENCE NORTH 8°40'36" WEST, A DISTANCE OF 10.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WYATT ENG. LS 215";

THENCE CONTINUING NORTH 8°40'36" WEST, A DISTANCE OF 30.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WYATT ENG. LS 215" SAID REBAR BEING 10.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID REAL PROPERTY;

THENCE SOUTH 61°24'05" WEST, PARALLEL WITH SAID NORTHWESTERLY LINE, A DISTANCE OF 408.00 FEET TO THE TERMINUS OF SAID LINE;

CONTAINING 5018 SQUARE FEET;

ALSO TOGETHER WITH A 20 FOOT WIDE ACCESS EASEMENT WITHIN SAID REAL PROPERTY AND WITHIN THE EXISTING RIGHT OF WAY OF THE SPOKANE INTERNATIONAL RAILROAD, THE CENTERLINE OF SAID EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID REAL PROPERTY:

THENCE SOUTH 0°56'24" WEST, ON THE EAST LINE OF SAID REAL PROPERTY, A DISTANCE OF 34.14 FEET;

THENCE NORTH 8°40'36" WEST, A DISTANCE OF 10.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WYATT ENG. LS 215";

1490536

EXHIBIT "B"

DESCRIPTION OF LANDLORD'S PROPERTY

A part of the South half of the Southeast quarter of Section 31, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

BEGINNING at a point that is on the North right of way line of Saltice Way, said point being North 37.05 feet and North 89°17'37" West, 329.90 feet from the Southeast corner of Section 31; thence

North 89°17'37" West along the right of way line, 341.47 feet to a right of way monument; thence

Along a spiral right of way line that has a total deflection of 02°, the chord is South 89°23'39" West, 201.57 feet; thence

Along a curve to the left that has a radius of 2914.79 feet, a central angle of 07°06'55" for an arc length of 361.97 feet to a point that is on the South line of Section 31; thence

North 89°24'52" West along the South line of Section 31, 371.51 feet to an intersection with the Southeasterly right of way line of the S.I.R.R.; thence

North 60°29'22" East along the Southeasterly right of way line of the railroad 1465 feet; thence

South 696.92 feet to the POINT OF BEGINNING.

EXCEPT highway right of way.

Site Name State Line Site Number WA 0181

1681322

STATE OF IDAHO)
COUNTY OF KOOTENAI) SS
AT THE REQUEST OF
First American Title
JUN 5 10 18 AM '01
DANIEL J. ENGLISH *DJE*
DEPUTY *30. 10*
EE\$

* *First American Title*
Attn: Melody Carlisle
7370 College Park Ste 104
St. Joseph FL 33990

Recording requested by and
when recorded return to:

Cross Reference: see Exhibit B
attached

Robert D. Ward, Esq.
Downs Rachlin & Martin PLLC
90 Prospect Street
PO Box 99
St. Johnsbury, VT 05819-0099
Phone: (802) 748-8324
Fax: (802) 748-8502

STATE OF IDAHO)
COUNTY OF KOOTENAI)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made effective and entered into as of the 31st day of January, 2000, by and between **GTE WIRELESS OF THE PACIFIC INCORPORATED**, a Delaware corporation (successor by merger to GTE Macro Communications Incorporated), with its principal offices located at c/o GTE Wireless Incorporated, One GTE Place, Alpharetta, GA 30004 (the "Assignor"), and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, with its principal office c/o at Crown Castle International Corp., 510 Bering, Suite 500, Houston, Texas 77057 (the "Assignee"). All terms not otherwise defined herein shall be defined as set forth in that certain Formation Agreement between GTE Wireless Incorporation, a Delaware corporation, the Transferring Partnerships, the Transferring Corporations, Crown Castle International Corp., a Delaware corporation, and Crown Castle GT Corp., a Delaware corporation, dated November 7,

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1999, as it may have been heretofore amended (the "Formation Agreement").

WITNESSETH

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire that certain site lease, license, easement or similar agreement more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Site Lease"), and affecting the property and/or the premises more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference;

WHEREAS, if recorded, the Site Lease is evidenced of record as more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on a telecommunications tower and/or ground space to the lessee(s), tenant(s) or licensee(s) described in that certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

WHEREAS, pursuant to the Formation Agreement, Thrasher and the Transferring Entities agreed to grant, contribute, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept and acquire the Thrasher Contributed Assets and to assume the Thrasher Assumed Liabilities, all as more fully described in the Formation Agreement;

WHEREAS, the Site Lease and the Tower Lease(s) comprise a portion of the Thrasher Contributed Assets; and

WHEREAS, pursuant to the Formation Agreement, Assignee has at the Initial Closing on this date acquired a substantial portion of the telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, as evidenced in part by a Global Contribution, Bill of Sale, Assignment and Assumption (the "Global Assignment").

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby (and pursuant to the Global Assignment does) unconditionally grant, sell, convey, assign, transfer, set over and deliver the Site Lease and the Tower Lease(s) unto Assignee, as a portion of the Thrasher Contributed Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), as the same exist on the date hereof as set forth and to the extent provided in the Formation Agreement:

Assignee hereby accepts such assignment and agrees to (and pursuant to the Global Assignment does) assume those Thrasher Assumed Obligations that arise out of the Site Lease and Tower Lease(s), as set forth and to the extent provided in the Formation Agreement and Global Assignment;

Assignor hereby acknowledges that the Tower Structure located on the premises demised

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under the Site Lease, and which comprise a portion of the Thrasher Contributed Assets, has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee pursuant to and under the Formation Agreement and Global Assignment; and

Assignee hereby acknowledges that, as of the date hereof, Assignor has located on such Tower Structure certain equipment which is more particularly described on Exhibit D attached hereto and made a part hereof (the "Assignor's Equipment"), which Assignor's Equipment comprises a portion of the Thrasher Excluded Assets. Assignee further acknowledges that notwithstanding anything contained herein to the contrary, no right, title or interest in the Thrasher Excluded Assets, including the Assignor's Equipment, is hereby transferred or assigned to Assignee and all right, title and interest in and to the same is hereby reserved by and unto Assignor.

Notwithstanding anything herein to the contrary, the Thrasher Retained Liabilities are specifically excluded from the Thrasher Assumed Liabilities and shall be retained by Thrasher at and following the execution and delivery of this instrument and the Global Assignment.

Neither the making nor the acceptance of this Assignment shall (i) constitute a waiver or release by any party of any liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Formation Agreement, including, without limitation, the representations and warranties and other provisions which the Formation Agreement provides shall survive the date hereof as limited by the survival periods stated therein or (ii) enlarge, extend, restrict, limit or otherwise modify the terms, conditions and provisions of the Formation Agreement, including, without limitation, the period of survival of the representations and warranties provided for therein.

Copies of the Formation Agreement, the Global Assignment and the Site Lease are on file in the offices of Assignor and Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

[remainder of page intentionally left blank; signature pages
for both Assignor and Assignee follow]

1681322

Signature page for Assignment and Assumption

ASSIGNOR:

GTE WIRELESS OF THE PACIFIC
INCORPORATED, a Delaware corporation
(successor by merger to GTE Macro
Communications Incorporated)

By: Jody A. Ruth
Name: Jody A. Ruth
Title: Vice President - Finance and Planning

Attest: Dale S. Voyles
Name: Dale S. Voyles - Assistant Secretary
Title: Assistant Secretary

[Corporate Seal]

ACKNOWLEDGMENT
(Assignor)

STATE OF GEORGIA
COUNTY OF FULTON

On this 21st day of January, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Jody A. Ruth and Dale S. Voyles known or identified to me to be the Vice-President and Asst. Secretary of the corporation that executed the within instrument or the person who executed on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Mary E. Strong
Printed Name: Mary E. Strong
Notary Public for State of Georgia
My commission expires: _____



1681322

Signature page for Assignment and Assumption

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a
Delaware limited liability company

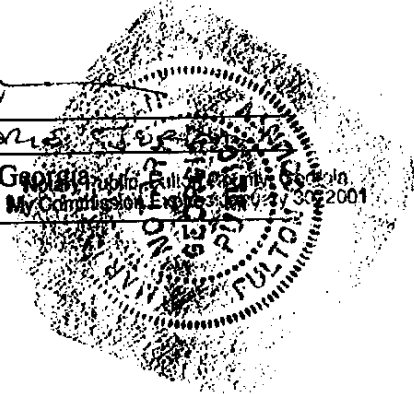
By: *Edward W. Walander*
Name: EDWARD W. WALANDER
Title: Senior Vice President

ACKNOWLEDGMENT
(Assignee)

STATE OF GEORGIA
COUNTY OF FULTON

On this 24th day of January, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD W. WALANDER known or identified to me to be the Senior Vice President of the corporation that executed the within instrument or the person who executed on behalf of said corporation and acknowledged to me that such corporation executed the same.

Manjiv Jain
Printed Name: Manjiv Jain
Notary Public for State of Georgia
My commission expires: 01/31/2001



1681322

EXHIBIT A

Site Lease Description

Lease Instrument dated xx/xx/xx by Greenacres Gypsum and Lime, Inc., as Lessor and GTE Macro Communications Incorporated, as Lessee (as the same may have been heretofore amended or assigned).

1681322

EXHIBIT A1

(ID0006 – State Line)

A part of the South half of the Southeast quarter of Section 31, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at a point that is on the North right of way line of Seltice Way, said point being North 37.05 feet and North 89°17'37" West, 329.90 feet from the Southeast corner of Section 31; thence North 89°17'37" West along the right of way line, 341.47 feet to a right of way monument; thence along a spiral right of way line that has a total deflection of 02°, the chord is South 89°23'39" West, 201.57 feet; thence along a curve to the left that has a radius of 2914.79 feet, a central angle of 07°06'55" for an arc length of 361.97 feet to a point that is on the South line of Section 31; thence North 89°24'52" West along the South line of Section 31, 371.51 feet to an intersection with the Southeasterly right of way line of the S.I.R.R.; thence North 60°29'22" East along the Southeasterly right of way line of the railroad 1465 feet; thence South 696.92 feet to the point of beginning.

Except highway right of way.

All that tract or parcel of land lying and being in the City of Post Falls, County of Kootenai, State of Idaho having Tax ID #51N05W-31-9400 and being more particularly shown Exhibit B attached hereto.

1681322

EXHIBIT B

Recording Information of Site Lease

Document dated _____; recorded at Deed Book _____, Page _____, Kootenai County,
Idaho Records.

1681322

EXHIBIT C

Co-Location Leases

Initial Lease(s) dated as follows:

Initial Tenants:

as the same may have been heretofore amended

1681322

EXHIBIT D

Assignor's Equipment

That certain equipment described and located as follows:

Antenna(s)

<u>Manufacturer</u>	<u>Model</u>	<u>Max ERP</u>	<u>Distance</u>	<u>TIP Height</u>
		0.00	Ft	0.00

Microwave Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Structure Height</u>	<u>Primary Center Line</u>
---------------------	--------------	-------------------------	----------------------------

N/A

Together with any receiving antenna(s) related thereto and miscellaneous materials associated therewith such as, without limitation, the mounts, cable, ladder, coaxial cable, other similar miscellaneous materials, and equipment cabinets or shelters, as applicable.


ADDENDUM TO MEMORANDUM OF OPTION AND
LEASE AGREEMENT
(CLARIFICATION OF UTILITY EASEMENT)

KNOW ALL MEN BY THESE PRESENTS that a certain Memorandum of Option and Lease Agreement by and between GREENACRES GYPSUM AND LIME, INC., a Washington Corporation, whose address is 4100 W. Seltice Way, Post Falls, Idaho 83854, referred to therein and herein as "LANDLORD" and GTE MACRO COMMUNICATIONS INCORPORATED, a Corporation of the State of Delaware, and its assignees as said Memorandum of Option and Lease Agreement was recorded on the 19th day of May, 1997, as Instrument No. 1490536, referred to therein and herein as "TENANT" be and hereby is addended and amended to clearly identify the utility easement granted by LANDLORD to TENANT as referenced in said Memorandum of Option and Lease Agreement, and more particularly as follows:

A ten (10) foot wide utility easement consisting of the East ten (10) feet of the following described property (see Exhibit "B" attached hereto and hereinafter incorporated by reference as if fully set forth herein also set forth for illustrative purposes as Exhibit "a" attached hereto and incorporated by reference as if fully set forth herein). This Addendum is for the purposes of clarifying the location of said easement as agreed by the parties from their initial Agreement, and shall be binding upon the parties.

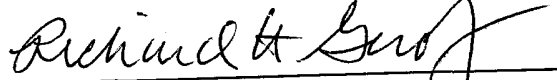
DATED this 7 day of DECEMBER, 2011.

GREENACRES GYPSUM AND LIME, INC.
BY:



DAVID R. FRANK, PRESIDENT

ATTEST:



RICHARD H. GARDNER, SECRETARY

STATE OF WASHINGTON)
) ss.

County of

On this 7th day of December, 2011, before me, the undersigned Notary Public in and for said state, personally appeared DAVID R. FRANK and RICHARD H. GARDNER, known or identified to me to be the President and Secretary respectively of GREEN ACRES GYPSUM AND LIME, INC., a Washington Corporation, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Kelli L. Gardner
NOTARY PUBLIC FOR: WASHINGTON
RESIDING AT: Spokane, WA
MY COMMISSION EXPIRES: 9-19-14

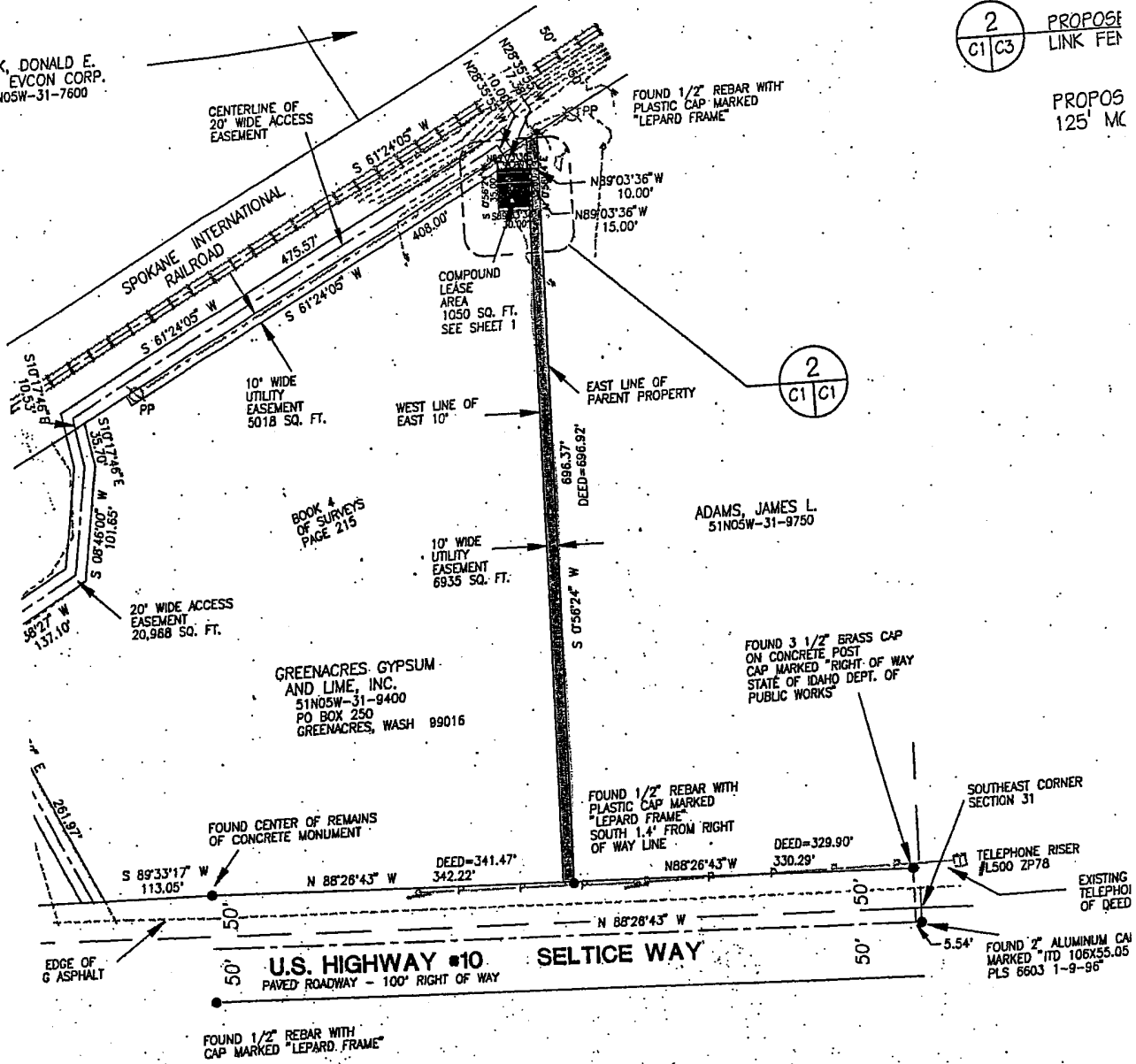
PROPOSE
TRANSITK

PROPOSE
WAVEGUY

2
C1/C3
PROPOSE
LINK FEN

PROPOS
125' MC

K. DONALD E.
3 EVCON CORP.
N05W-31-7600



OVERALL SITE PLAN

SCALE: 1" = 100'-0"

EXHIBIT

A

EXHIBIT "B"

DESCRIPTION OF LANDLORD'S PROPERTY

A part of the South half of the Southeast quarter of Section 31, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

BEGINNING at a point that is on the North right of way line of Saltica Way, said point being North 37.05 feet and North 89°17'37" West, 329.90 feet from the Southeast corner of Section 31; thence

North 89°17'37" West along the right of way line, 341.47 feet to a right of way monument; thence

Along a spiral right of way line that has a total deflection of 02°, the chord is South 89°23'39" West, 201.57 feet; thence

Along a curve to the left that has a radius of 2914.79 feet, a central angle of 07°06'55" for an arc length of 361.97 feet to a point that is on the South line of Section 31; thence

North 89°24'52" West along the South line of Section 31, 371.51 feet to an intersection with the Southeasterly right of way line of the S.I.R.R.; thence

North 60°29'22" East along the Southeasterly right of way line of the railroad 1465 feet; thence

South 696.92 feet to the POINT OF BEGINNING.

EXCEPT highway right of way.



RECORD OF SURVEY
 IN A PORTION OF THE SE 1/4 OF THE SE 1/4, VA. 36, T11N, R11E, S1E, IN BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO FOR
TEA GROUP INCORPORATED

WATER ENGINEERING & SURVEYORS
 ENGINEERS & SURVEYORS
 1100 W. 10TH STREET, #110
 BOISE, IDAHO 83702
 PHONE (208) 333-3333
 FAX (208) 333-3333
 (208) 333-3318



ALSO TOGETHER WITH A 20 FOOT WIDE ACCESS EASEMENT WITHIN SAID REAL PROPERTY AND WITHIN THE EXISTING RIGHT OF WAY OF THE 'SELTICE WAY' AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID EASEMENT DESCRIBED AS FOLLOWS:

THENCE SOUTH 02°24' WEST, ON THE EAST LINE OF SAID REAL PROPERTY, A DISTANCE OF 500 FEET TO A 3/4" WIDE PLASTIC CAP MARKED 'WHAT ENCL. L3 200';

THENCE NORTH 87°23' WEST, A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING OF SAID REAL PROPERTY, A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING OF SAID REAL PROPERTY.

THENCE SOUTH 02°24' WEST, PARALLEL TO SAID REAL PROPERTY, A DISTANCE OF 475.37 FEET.

THENCE SOUTH 02°24' EAST, A DISTANCE OF 624 FEET.

TO THE SOUTHWESTERLY RIGHT OF WAY OF SAID REAL PROPERTY, A DISTANCE OF 17.24 FEET.

TO THE SOUTHWESTERLY RIGHT OF WAY OF SAID REAL PROPERTY, A DISTANCE OF 17.24 FEET.

TO THE SOUTHWESTERLY RIGHT OF WAY OF SAID REAL PROPERTY, A DISTANCE OF 17.24 FEET.

THENCE SOUTH 87°23' WEST, A DISTANCE OF 500 FEET.

THENCE SOUTH 87°23' WEST, A DISTANCE OF 500 FEET.

THENCE SOUTH 87°23' WEST, A DISTANCE OF 500 FEET.

THENCE SOUTH 87°23' WEST, A DISTANCE OF 500 FEET.

CONTINUING 20.00 SQUARE FEET, MORE OR LESS.

ALSO TOGETHER WITH A 20 FOOT WIDE ACCESS EASEMENT WITHIN SAID REAL PROPERTY AND WITHIN THE EXISTING RIGHT OF WAY OF THE 'SELTICE WAY' AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID EASEMENT DESCRIBED AS FOLLOWS:

THENCE SOUTH 02°24' WEST, ON THE EAST LINE OF SAID REAL PROPERTY, A DISTANCE OF 500 FEET TO A 3/4" WIDE PLASTIC CAP MARKED 'WHAT ENCL. L3 200';

THENCE NORTH 87°23' WEST, A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING OF SAID REAL PROPERTY, A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING OF SAID REAL PROPERTY.

THENCE SOUTH 02°24' WEST, PARALLEL TO SAID REAL PROPERTY, A DISTANCE OF 475.37 FEET.

THENCE SOUTH 02°24' EAST, A DISTANCE OF 624 FEET.

TO THE SOUTHWESTERLY RIGHT OF WAY OF SAID REAL PROPERTY, A DISTANCE OF 17.24 FEET.

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TO THE SOUTHWESTERLY RIGHT OF WAY OF SAID REAL PROPERTY, A DISTANCE OF 17.24 FEET.

THENCE SOUTH 87°23' WEST, A DISTANCE OF 500 FEET.

THENCE SOUTH 87°23' WEST, A DISTANCE OF 500 FEET.

THENCE SOUTH 87°23' WEST, A DISTANCE OF 500 FEET.

THENCE SOUTH 87°23' WEST, A DISTANCE OF 500 FEET.

CONTINUING 474.34 SQUARE FEET.

ALSO TOGETHER WITH A 20 FOOT WIDE ACCESS EASEMENT WITHIN SAID REAL PROPERTY AND WITHIN THE EXISTING RIGHT OF WAY OF THE 'SELTICE WAY' AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID EASEMENT DESCRIBED AS FOLLOWS:

THENCE SOUTH 02°24' WEST, ON THE EAST LINE OF SAID REAL PROPERTY, A DISTANCE OF 500 FEET TO A 3/4" WIDE PLASTIC CAP MARKED 'WHAT ENCL. L3 200';

THENCE NORTH 87°23' WEST, A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING OF SAID REAL PROPERTY, A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING OF SAID REAL PROPERTY.

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THENCE SOUTH 87°23' WEST, A DISTANCE OF 500 FEET.

CONTINUING 474.34 SQUARE FEET.

ALSO TOGETHER WITH A 20 FOOT WIDE ACCESS EASEMENT WITHIN SAID REAL PROPERTY AND WITHIN THE EXISTING RIGHT OF WAY OF THE 'SELTICE WAY' AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID EASEMENT DESCRIBED AS FOLLOWS:

THENCE SOUTH 02°24' WEST, ON THE EAST LINE OF SAID REAL PROPERTY, A DISTANCE OF 500 FEET TO A 3/4" WIDE PLASTIC CAP MARKED 'WHAT ENCL. L3 200';

THENCE NORTH 87°23' WEST, A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING OF SAID REAL PROPERTY, A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING OF SAID REAL PROPERTY.

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THENCE SOUTH 87°23' WEST, A DISTANCE OF 500 FEET.

THENCE SOUTH 87°23' WEST, A DISTANCE OF 500 FEET.

CONTINUING 474.34 SQUARE FEET.

WIT JDN SHORUDG 520PL



1745507

ELECTRIC LINE RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned (whether one or more GREENACRES GYPSUM & LIME INC. (Corporation) 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 PO Box 278 Hayden Lake, Idaho, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kootenai, State of ID, Township 51N, Range 5W, Section 31, and more particularly described as follows:

The intent of this easement is for an underground high voltage powerline to be constructed on and maintained across the property described on attached Exhibit "A". The new power line will be installed +/- as shown on attached "Exhibit "B".

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 machinery or otherwise of trees and shrubbery located within 15 feet of the center 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 or 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, systems 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 land 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:

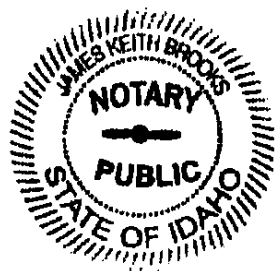
IN WITNESS WHEREOF, the undersigned have set their hands and seals this 29 day of JUN, 2008.

x Darrell Shorudg V.P.
Darrell Shorudg
Vice President
Signature/Corporate Title

STATE OF IDAHO) s.s.
County of Kootenai)

On this 26th day of SUN, 2008, before me, the undersigned Notary Public, personally appeared Darrell Shorudg, Vice President known to me to be the person (s) whose name (s) 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.



James Keith Brooks
Notary Public for the State of IDAHO
Residing at Post Falls
My Commission Expires 2008

"Exhibit A"

TAX NUMBER 13358 WD Bk-338/Pg-201 2-19-85

A Part of the South-Half of the SE Quarter of Sec 31, T51N, T5W, B M., Kootenai County, Idaho, more particularly described as follows; BEGINNING at a point that is on the north right-of-way line of Seltice Way, said point being N 37.05 feet and N89°17'37"W, 329.90 feet from the SE corner of Sec 31; thence N89°17'37"W along the right-of-way line, 341.47 feet to a right-of-way monument; thence along a spiral right-of-way line that has a total deflection of 02°, the cord is S89°23'39"W, 201.57 feet; thence along a curve to the left that has a radius of 2914.79 feet, a central angle of 07°06'55" for an arc length of 361.97 feet to a point that is on the S line of Sec 31; thence N89°24'52"W along the S line of Sec 31, 371.51 feet to an intersection with the Southeasterly right-of-way line of the S.I.R.R.; thence N60°29'22"E along the southeasterly right-of-way line of the railroad 1465 feet; thence S 696.92 feet to the POINT OF BEGINNING.

1745507

"Exhibit B"

New Power Line

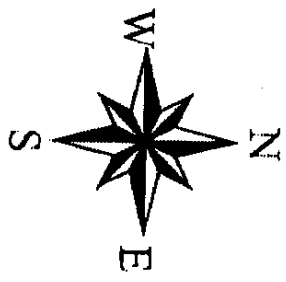
STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF
KOOTENAI ELECTRIC CO-OP, INC.

AUG 2 3 07 PM '02

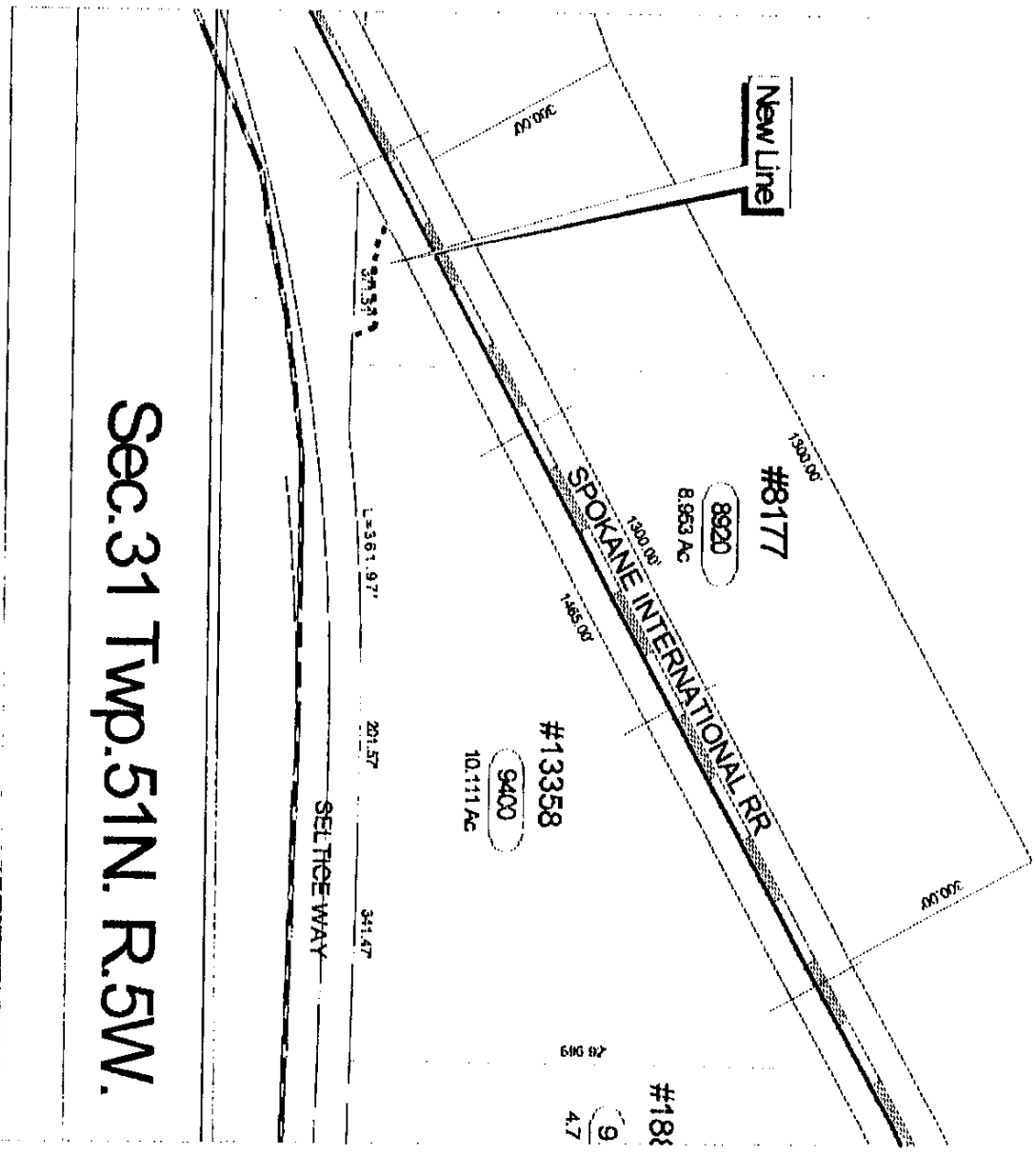
DANIEL J. ENGLISH

DEPUTY

CP
9.00



2055421



Sec. 31 Twp. 51N. R. 5W.





SO#: _____
Taken by: _____
Date: _____

ELECTRIC LINE RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) GREENACRES PLANT FOOD CENTER 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 PO Box 278 Hayden Lake, Idaho, 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 S1N, Range 5W, Section 31, and more particularly described as follows:

(SEE ATTACHED EXHIBIT A)

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 machinery or otherwise of trees and shrubbery located within 15 feet of the center 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 or 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, systems 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 land 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:

Dated this 13 day of FEBRUARY, 2007.
x Daniel Sanguist Plant Mgr.
Greenacres Plant Food Center
x _____

WA
STATE OF IDAHO) s.s.
County of Spokane

On this 13 day of Feb, 2007, before me, the undersigned Notary Public, personally appeared Daniel Sanguist - Plant Manager - Greenacres Plant Food Center known to me to be the person (s) whose name (s) subscribed to the within instrument and acknowledged to me that he executed the same.



Barbara L. Love
Notary Public for the State of WA
Residing at Spokane
My Commission Expires 6/21/2008

DANIEL J. ENGLISH 1P I 2096198000
KOOTENAI CO. RECORDER Page 1 of 1
AAA Date 04/28/2007 Time 14:43:48
REC-REQ OF KOOTENAI ELECTRIC CO-OP
RECORDING FEE: 3.00
2096198000 DE

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Davis Wright Tremaine LLP
Attn: C. Eng
777 108th Avenue NE, Suite 2300
Bellevue, WA 98004-5149

JIM BRANNON 5P 2476020000
KOOTENAI COUNTY RECORDER Page 1 of 5
GSK Date 10/31/2014 Time 09:58:33
REQ OF DAVIS WRIGHT TREMAINE LLP
RECORDING FEE: \$22.00



Space above this line is for Recorder's use.

Memorandum of Site Lease

Grantor: Crown Castle GT Company LLC, a Delaware limited liability corporation

Grantee: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: Kootenai County, State of Idaho
Official legal description as Exhibit A

Assessor's Tax Parcel ID#: 51N05W-31-9400

Reference # (if applicable): N/A

MEMORANDUM OF SITE LEASE

THIS MEMORANDUM, made this 6 day of October, 2014, between Crown Castle GT Company LLC, a Delaware limited liability company, hereinafter designated "LESSOR" and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated "LESSEE".

1. LESSOR and LESSEE entered into a Site Supplement ("Supplement") to that certain Master Lease Agreement dated as of November 30, 2000, as amended. Such Supplement has a term of ten (10) years. The Supplement may be extended for up to three (3) additional five (5) year terms.

2. In consideration of the payments, and subject to the terms and conditions, set forth in the Master Lease Agreement and applicable Supplement thereto, LESSOR has leased or subleased to LESSEE certain space at that certain property located in Kootenai County, State of Idaho, which property is described as a parcel containing approximately one thousand fifty (1,050) square feet described as shown on Exhibit "A" attached hereto and made a part hereof. The lease or sublease includes the non-exclusive appurtenant rights for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes over, under or along an existing right of way extending from the nearest public right of way.

3. The Supplement commences on the earlier of i) the first day of the month immediately following LESSOR's issuance of written notice to proceed with the installation of LESSEE's Equipment at the Site or ii) December 1, 2014, and a copy of the Master Lease Agreement and applicable Supplement thereto is on file in the offices of LESSOR and LESSEE.

4. The terms, covenants and provisions of the Master Lease Agreement and applicable Supplement thereto, of which this is a Memorandum, shall extend to and be binding upon the respective administrators, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, LESSOR and LESSEE have duly executed this Memorandum of Site Lease as of the day and year last below written.

LESSOR: Crown Castle GT Company LLC, a Delaware limited liability company

By: [Signature]
Print Name: Kim Springer
Print Title: Licensing Manager
Execution Date: 10/6/14

LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: [Signature]
Print Name: Brian Mecum
Print Title: Area Vice President Network
Execution Date: 9/30/14

STATE OF Pennsylvania)
) ss.
COUNTY OF Washington)

On this 4th day of October, 2014, before me, a Notary Public in and for the State of Pennsylvania, personally appeared Kim Springer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the Licensing Manager of Crown Castle GT Company LLC, a Delaware limited liability company, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Katherine Witzberger, Notary Public
Cecil Twp., Washington County
My Commission Expires March 30, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Katherine Witzberger
NOTARY PUBLIC in and for the State of PA,
residing at _____
My appointment expires 3.30.2018
Print Name Katherine Witzberger

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

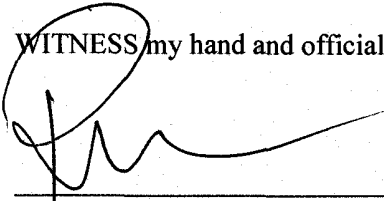
State of California)
)
County of Orange)

On October 1, 2014 before me, Ruth L. Concepcion, Notary Public,
personally appeared Brian Mecum,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



Place Notary Seal Above

EXHIBIT "A"
Legal Description

A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS ON THE NORTH RIGHT OF WAY LINE OF SELTICE WAY, SAID POINT BEING NORTH 37.05 FEET AND NORTH 89° 17' 37" WEST, 329.90 FEET FROM THE SOUTHEAST CORNER OF SECTION 31;

THENCE NORTH 89° 17' 37" WEST ALONG THE RIGHT OF WAY LINE, 341.47 FEET TO A RIGHT OF WAY MONUMENT;

THENCE ALONG A SPIRAL RIGHT OF WAY LINE THAT HAS A TOTAL DEFLECTION OF 02°, THE CHORD IS SOUTH 89° 23' 39" WEST, 201.57 FEET;

THENCE ALONG A CURVE TO THE LEFT THAT HAS A RADIUS OF 2914.79 FEET, A CENTRAL ANGLE OF 07° 06' 55" FOR AN ARC LENGTH OF 361.97 FEET TO A POINT THAT IS ON THE SOUTH LINE OF SECTION 31;

THENCE NORTH 89° 24' 52" WEST ALONG THE SOUTH LINE OF SECTION 31, 371.51 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE S.I.R.R.;

THENCE NORTH 60° 29' 22" EAST ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE RAILROAD, 1465 FEET;

THENCE SOUTH 696.92 FEET TO THE POINT OF BEGINNING.

EXCEPT HIGHWAY RIGHT OF WAY.

THIS INDENTURE Made this 28th day of April, 1914, bet
SPOKANE VALLEY LAND & WATER COMPANY, a corporation, party of the
part, and KOOTENAI COUNTY, IDAHO, a municipal corporation, party
the second part,

WITNESSETH: That the party of the first part, in consid
tion of One Dllar and the covenants and agreements hereinafter se
forth to be performed by the party of the second part, does by th
presents remise, release, convey and forever quitclaim unto the
of the second part, and to its successors and assigns, that certa
tract or parcel of land situate in the County of Kootenai, State
Idaho, described as follows:

1. A strip of land 25 feet wide in Section Thirty one (31),
Fifty one (51) N. Range Five (5) W.B.M. lying north of and adjoin
the south line of said Section 31, and extending from the southea
corner of said section 31 to the south boundary line of the right
way of the Spokane International Railway, a distance of approxime
1520 feet;

2. A strip of land in Section One (1), Twp. Fifty (50) N. Ra
Six (6) W.B.M. lying south of and adjoining the right of way of t
Spokane International Railway, and bounded on the south by a line
allel with and 50 feet distant from the south line of said right
way, and extending from the east line of said section 1 to the so
line of Tract 175 of Plat 5 of East Farms Irrigated Tracts, a dis
of 1200 feet more or less.

3. Also a strip of land in Tract 175 in Plat 5 of East Farms
Irrigated Tracts, as the same is recorded in the office of the
County Recorder of Kootenai County, Idaho, said strip being 20 fe
in width, lying alongside of and adjoining the north line of said
Tract 175, and extending from the northeast corner to the northwe
corner of said tract 175;

Said described strips or parcels of land being shown in red
attached map, which is made a part of this agreement.

The conveyance of each and all of the above described tracts
of land is made pursuant to the following conditions and agreemen

Handwritten notes:
28th
Description Corrected

made by the party of the second part, to-wit:

(a) It is understood that the above described land is transferred to the party of the second part for road purposes only, and that upon its ceasing to be used for road purposes it shall revert to and again become the property of the ~~first~~ party, of the first part.

E.V.V.
(b) That the party of the second part shall construct and for maintain an inverted siphon of not less than 324 square inches in sectional area, for the purpose of conveying water for irrigation for the Spokane Valley Land & Water Company, its successors and assigns across the public road near the northeast corner of Tract 176, and an inverted siphon of not less than 324 square inches inside section area, for the purpose of conveying water for irrigation for the Spokane Valley Land & Water Company, its successors and assigns, across the public road near the northeast corner of Tract 177 of East Farm Irrigated Tracts, in Section 1, Township 50 N. Range 6 W.B.M. The said inverted siphons to be built according to plans to be furnished by ~~the~~ ~~in the manner~~ approved by the engineer of the party of the first part and if at any time the second party shall fail to keep and maintain siphons in good condition, then this deed shall be at an end, and the lands herein conveyed shall revert to the party of the first part.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances unto the party of the second part, successors and assigns.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be subscribed by its president and its corporate seal to be hereunto affixed by its secretary, the day and year first above written.

SPOKANE VALLEY LAND & WATER COMPANY

By

A. P. ...
President

Attest:

W. Thunick
Secretary.

1 STATE OF WASHINGTON
2 COUNTY OF SPOKANE.

SS.

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On this 28th day of April, A.D. 1944, before me,
W.A. Brown, a Notary Public in and for
said County and State, personally appeared D. C. Corbice
and W. J. Herold, known to me to be the President
and ^{act} Secretary, respectively, of the corporation that executed the
foregoing instrument and acknowledged to me that such corporation
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
mentioned.

W.A. Brown
Notary Public in and for the Sta
of Washington, residing at Spoke

Apple Way Road

No. 406.

(See Brady's Road, no. 479)

Public Road throughout
entire length as shown
by large plat herewith

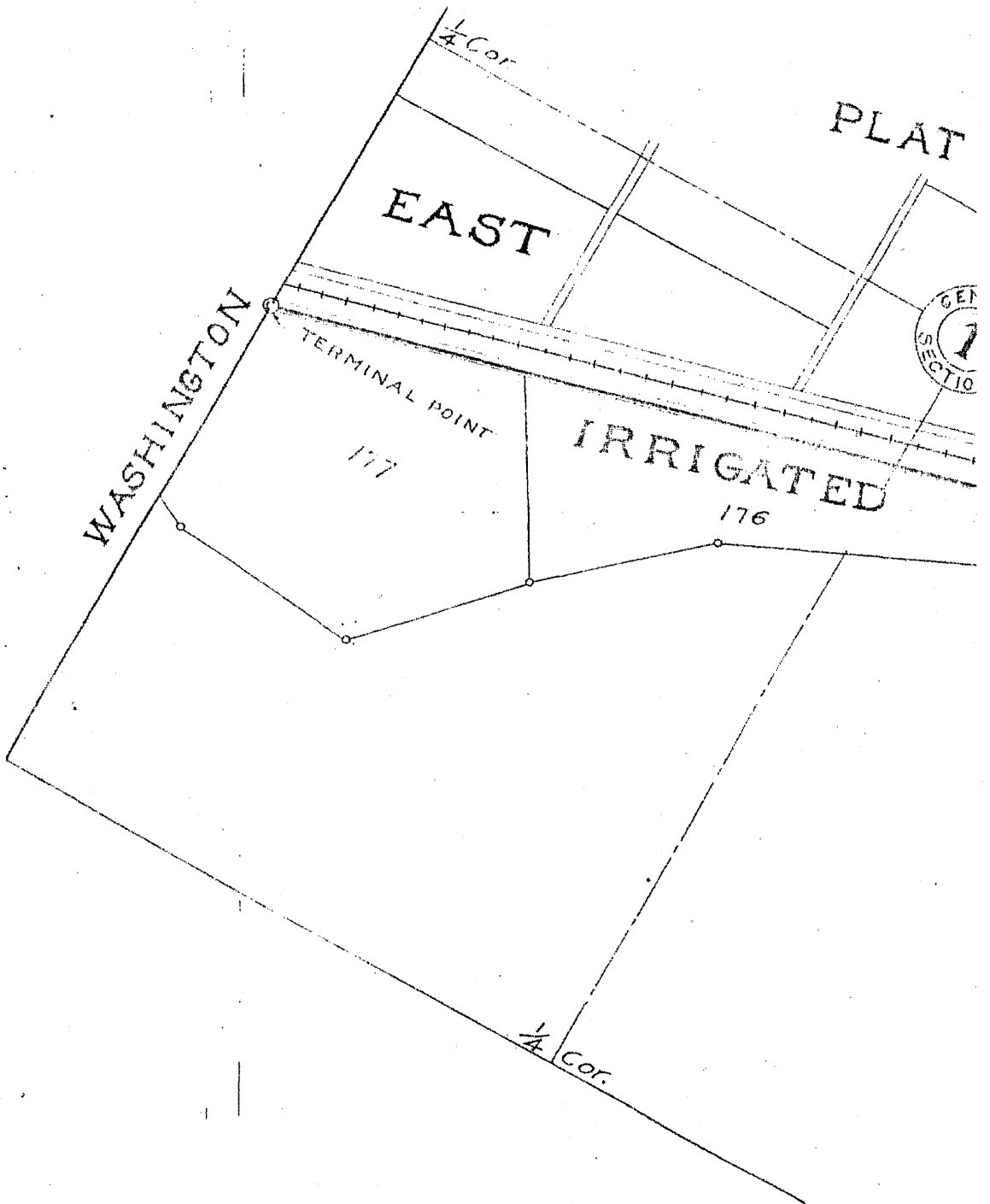
BOARD OF COUNTY COMMISSIONERS,

APPROVED

JAN 5 1915

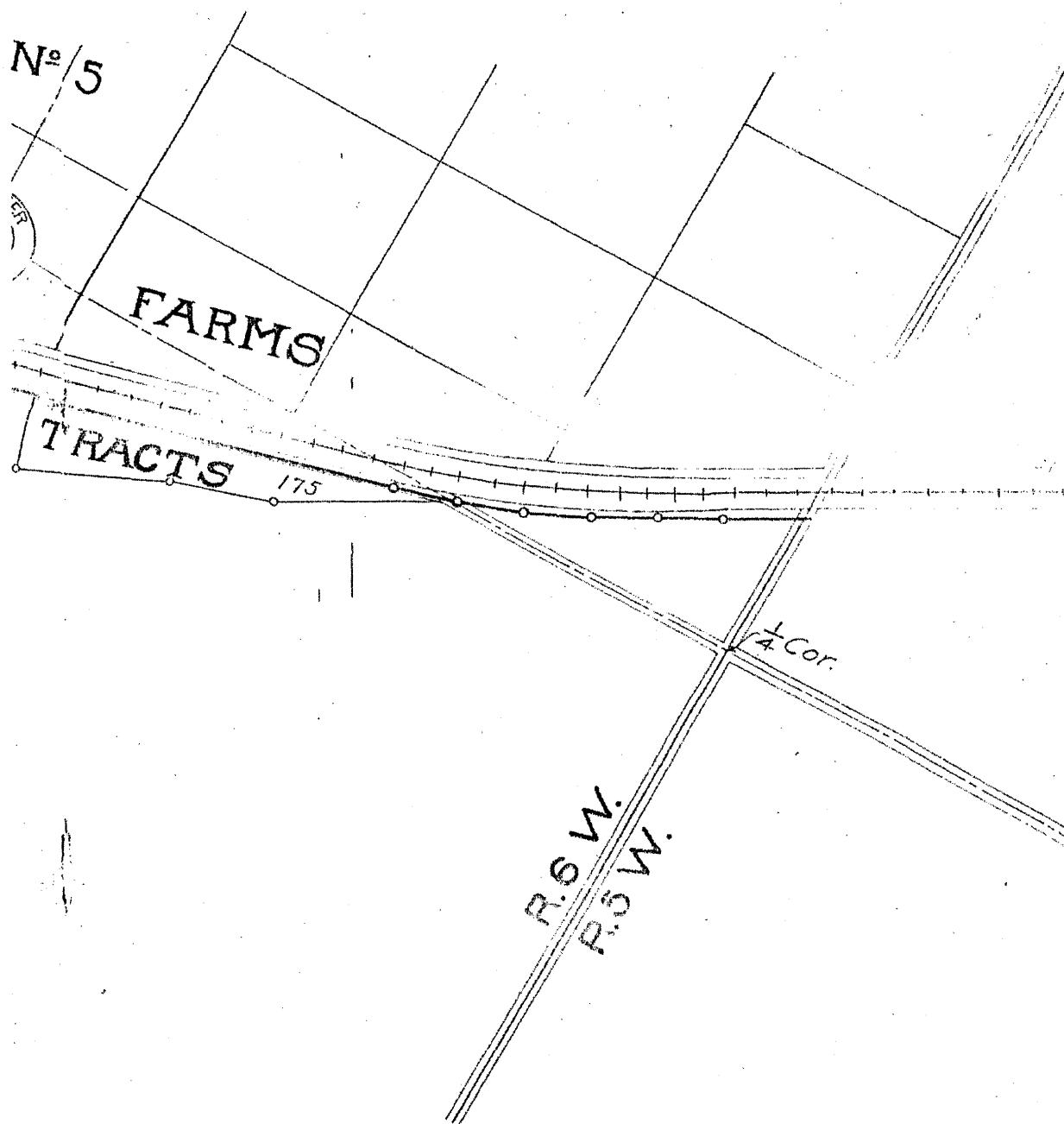
Ch. Deane
Chairman
J. B. Libby
T. W. Egan

Apple Way Rd file



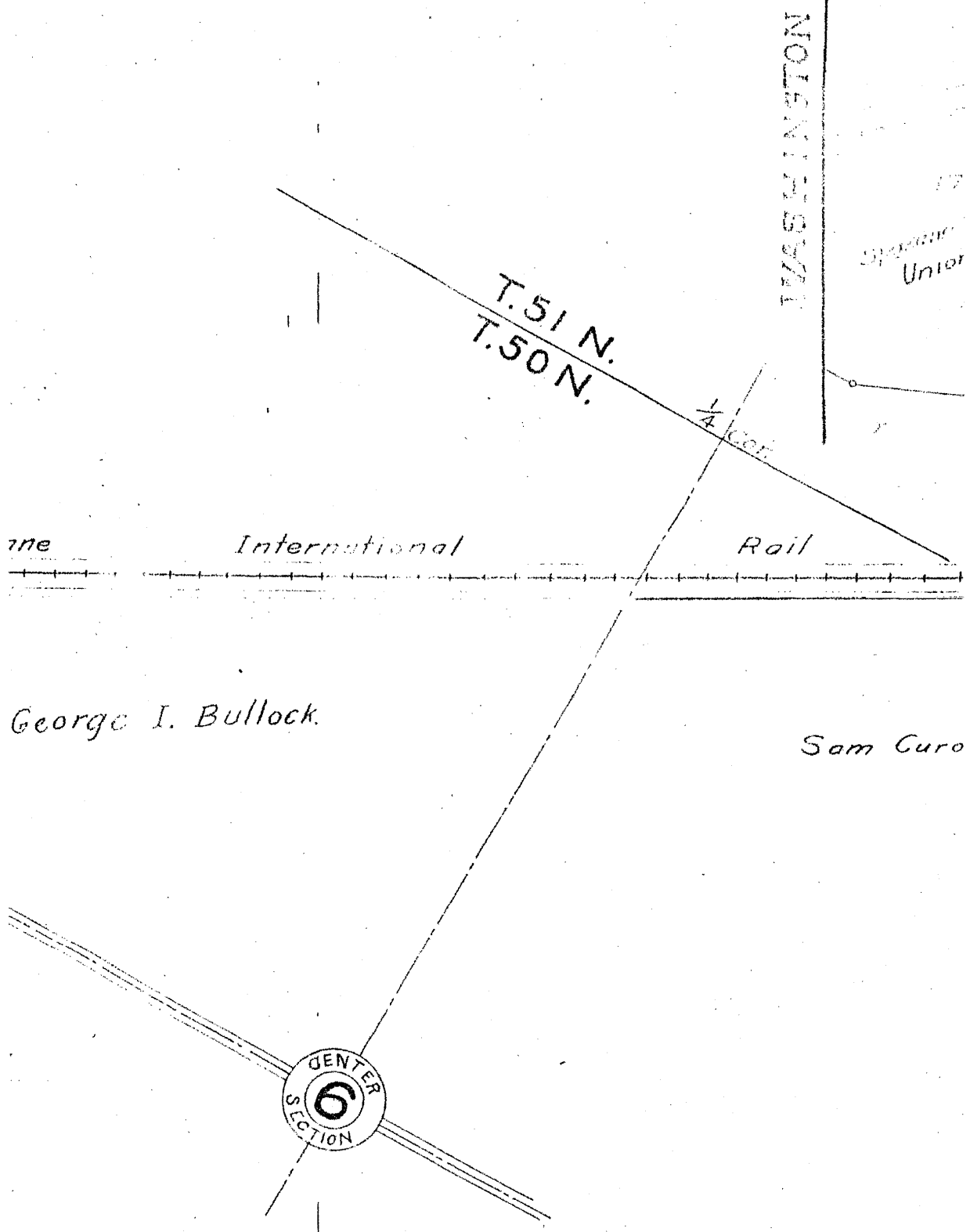
PLAT SHOWING
KOOTENAI COUNTY,

T. 50, 51 N.



LOCATION OF THE
MAHO, STATE HIGHWAY.

IN
R. 5, 6 W., B.M.

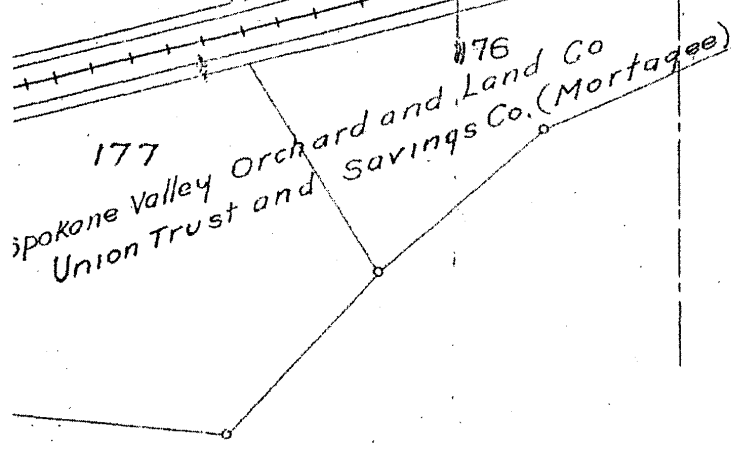
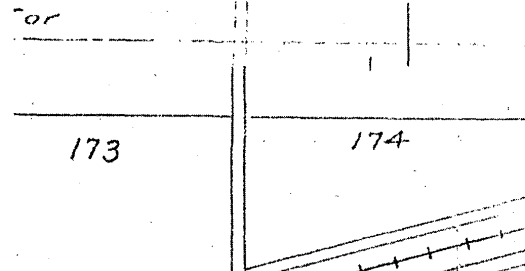


1/4 Cor
173
17
Spokane
Unier

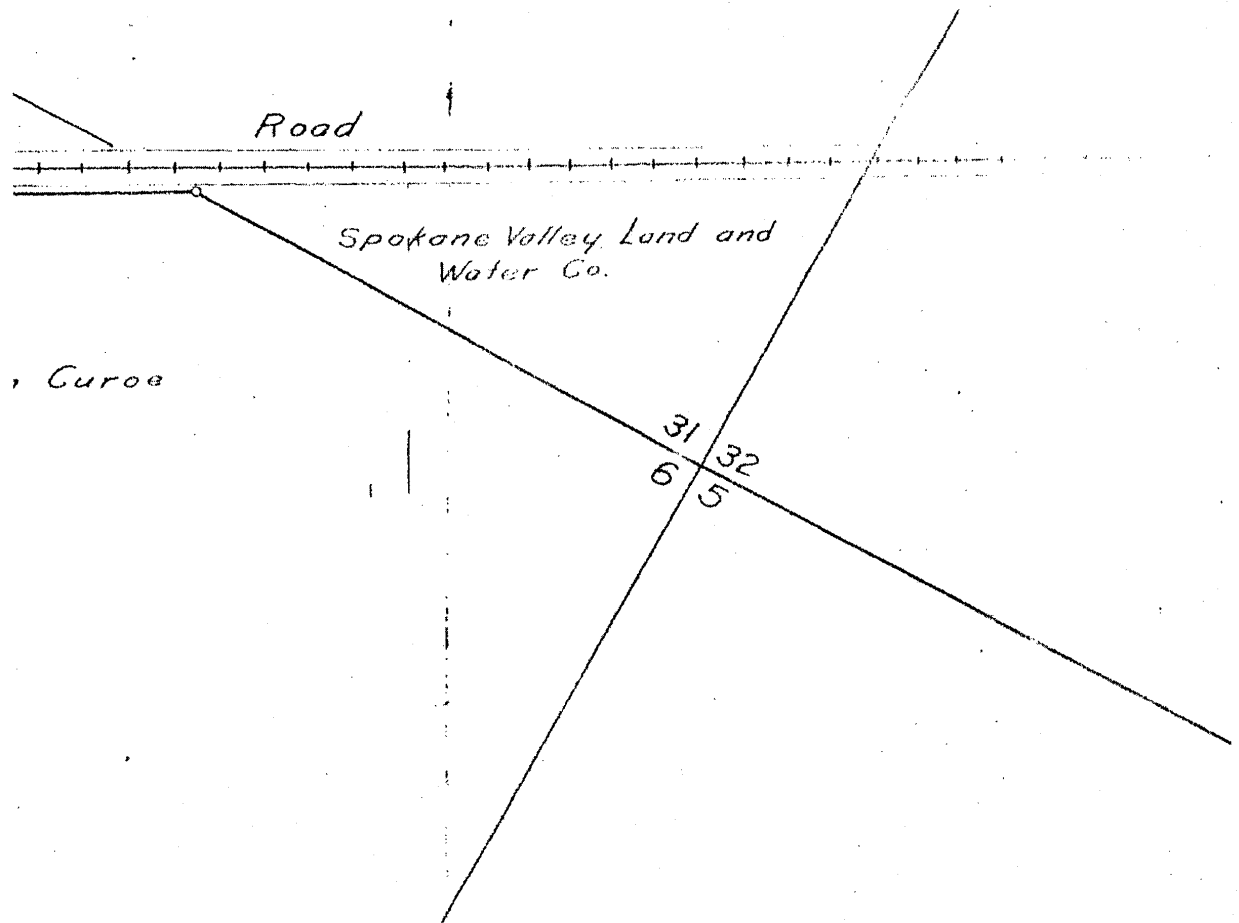
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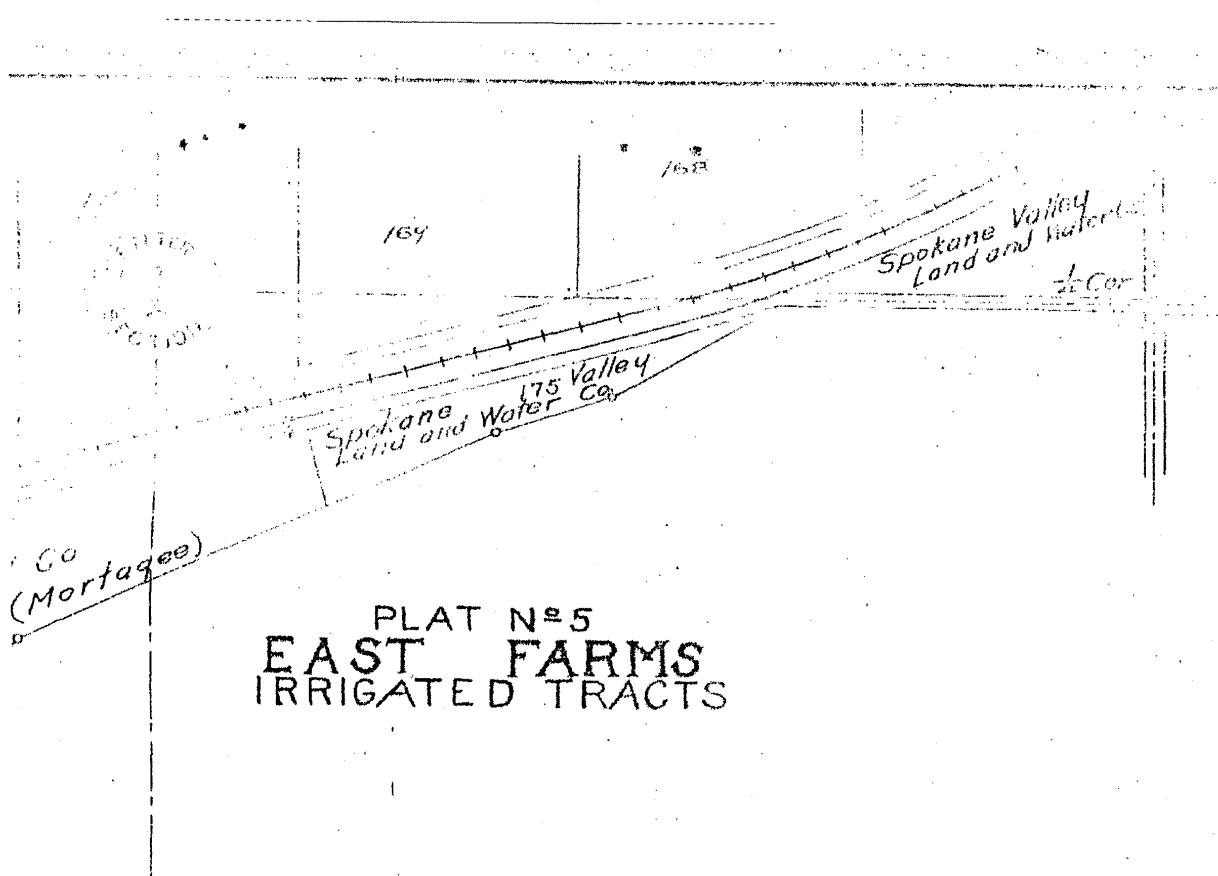
George I. Bullock.

Sam Curo

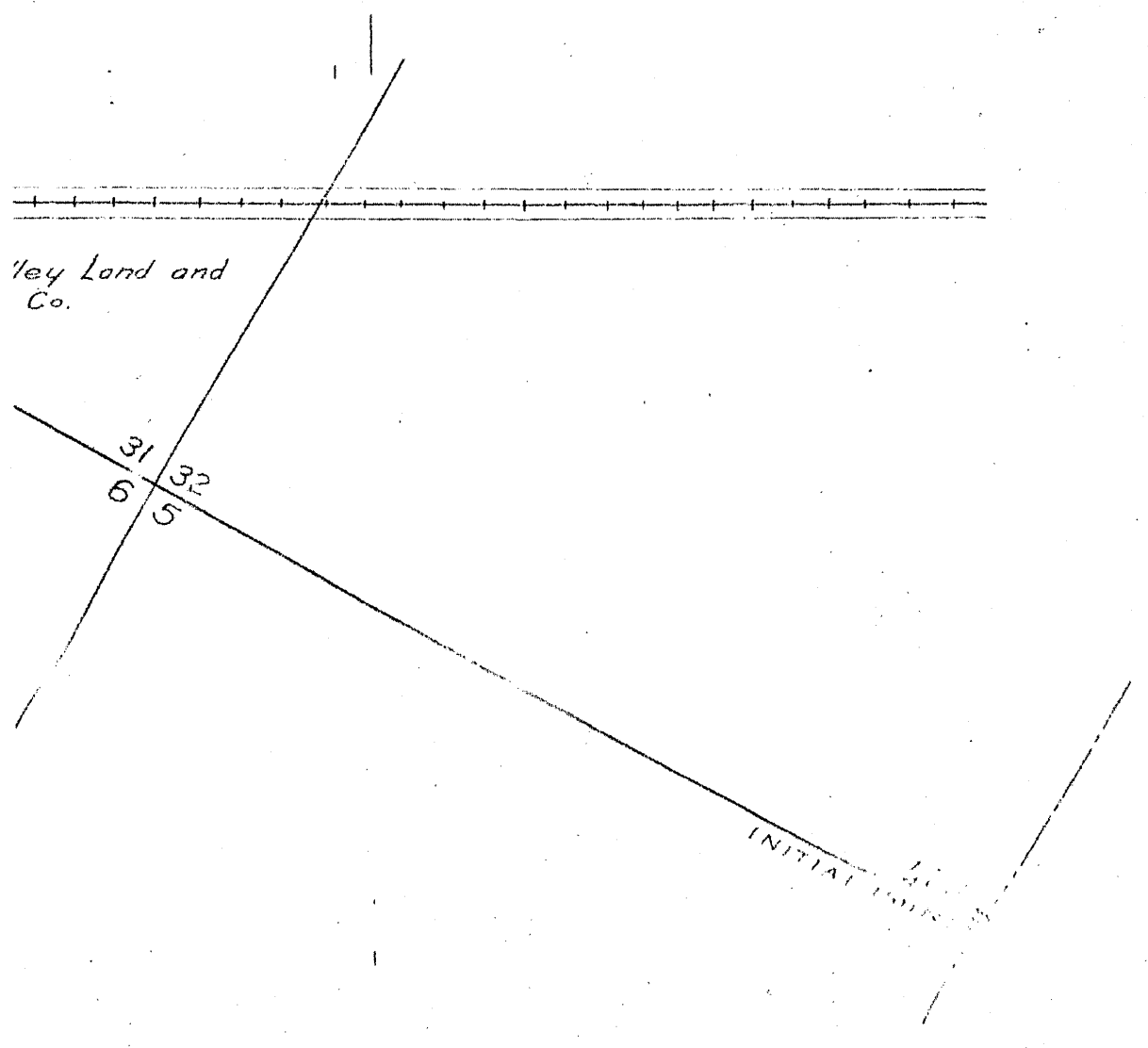


PLAT No 5
EAST FARMS
IRRIGATED TRACT





PLAT N^o 5
EAST FARMS
 IRRIGATED TRACTS



170

168

169

CENTER SECTION
1

Spokane Valley
Land and Water Co.
1/4 Cor.

Spokane Valley
Land and Water Co.
175 Valley Co.

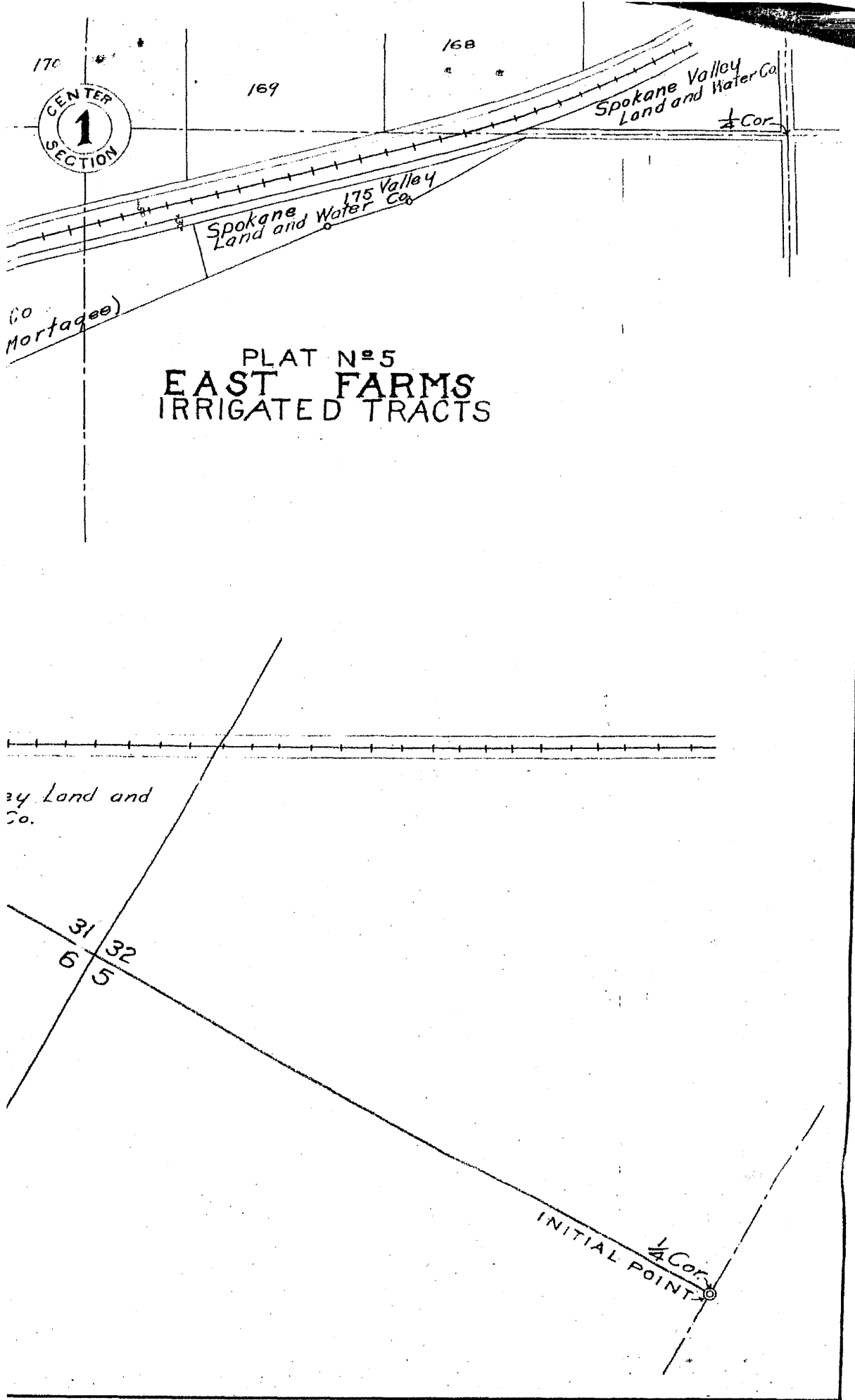
Go
Mortgage)

PLAT N^o 5
EAST FARMS
IRRIGATED TRACTS

by Land and
Co.

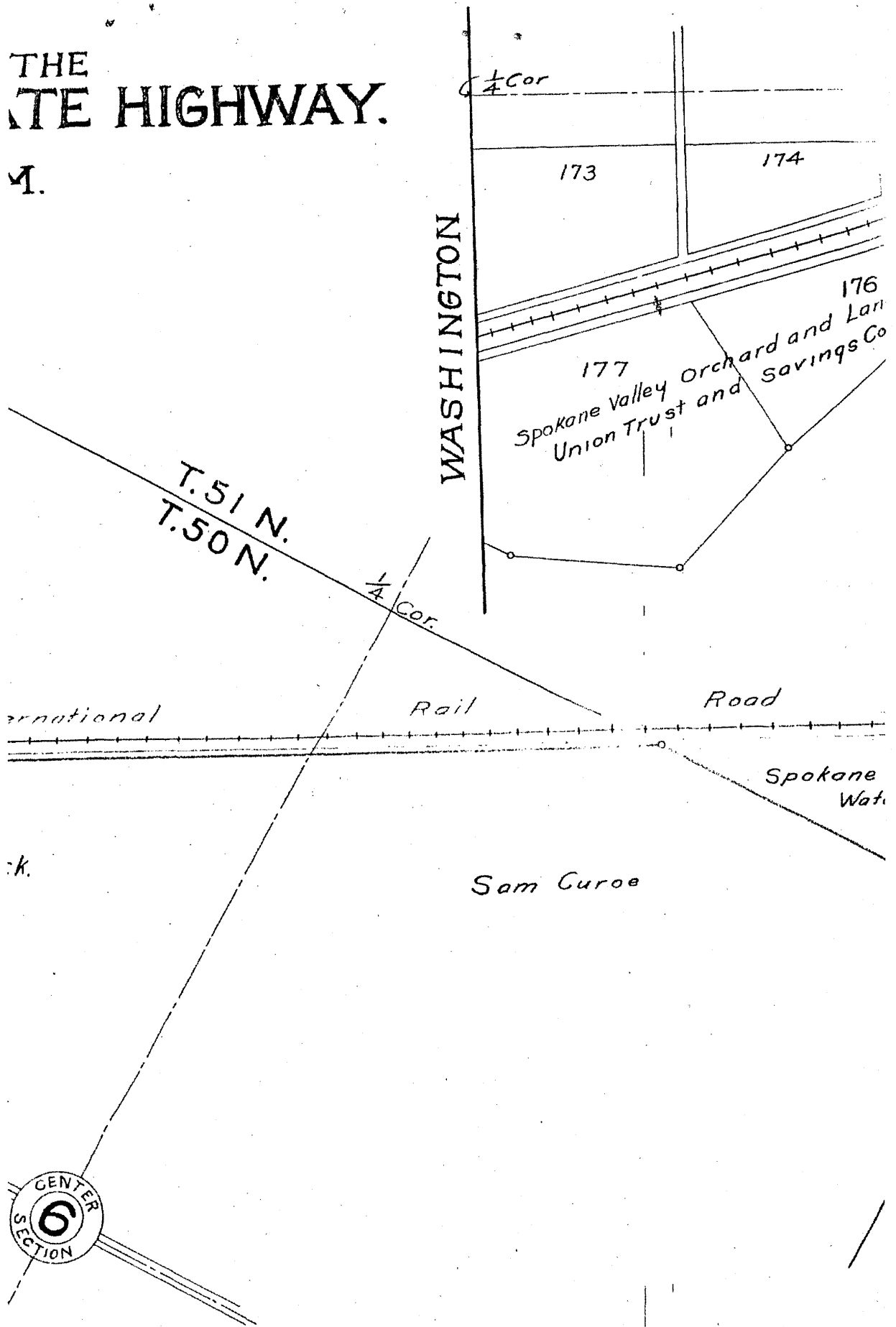
31 32
6 5

INITIAL POINT
1/4 Cor.



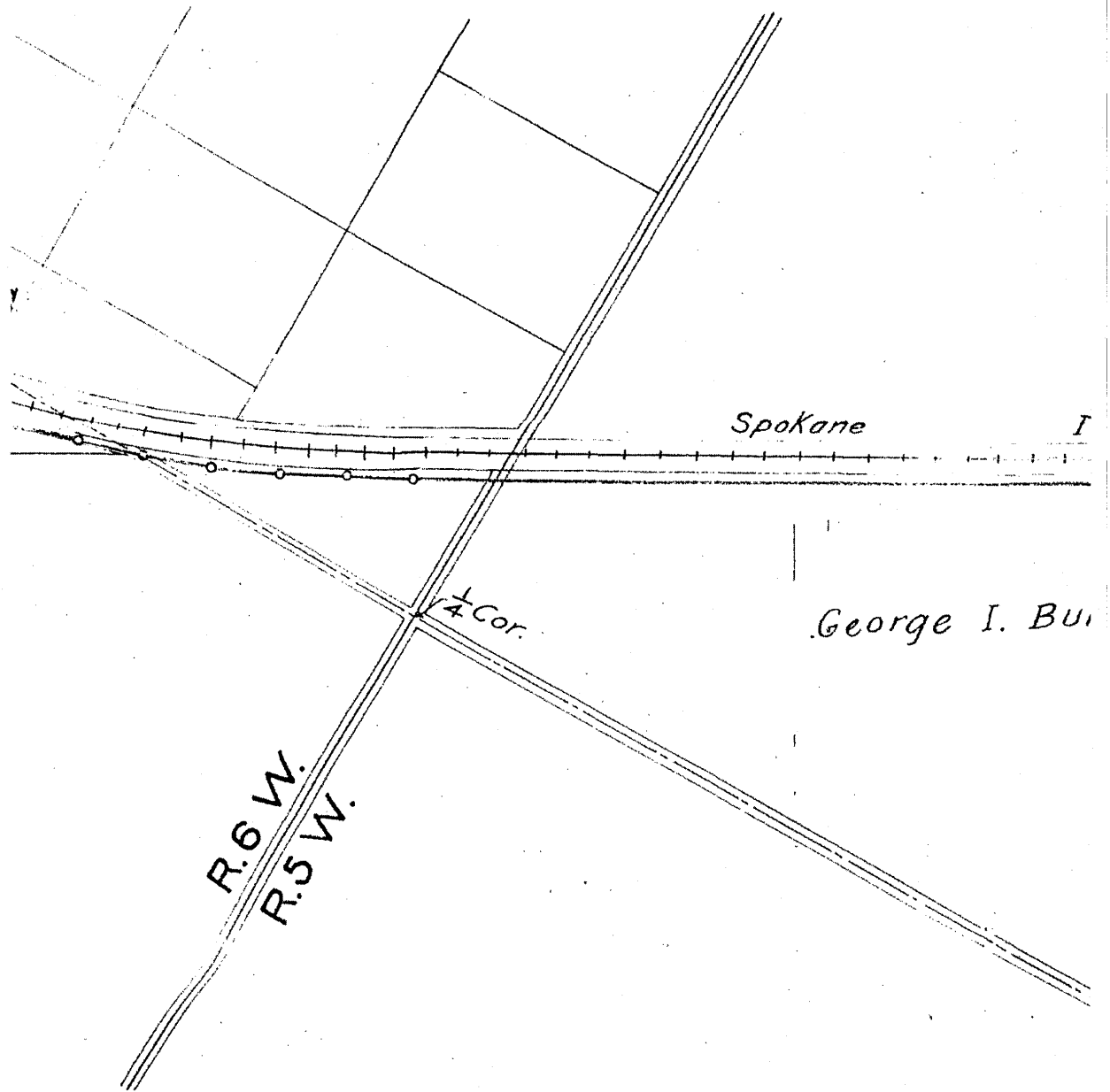
THE TE HIGHWAY.

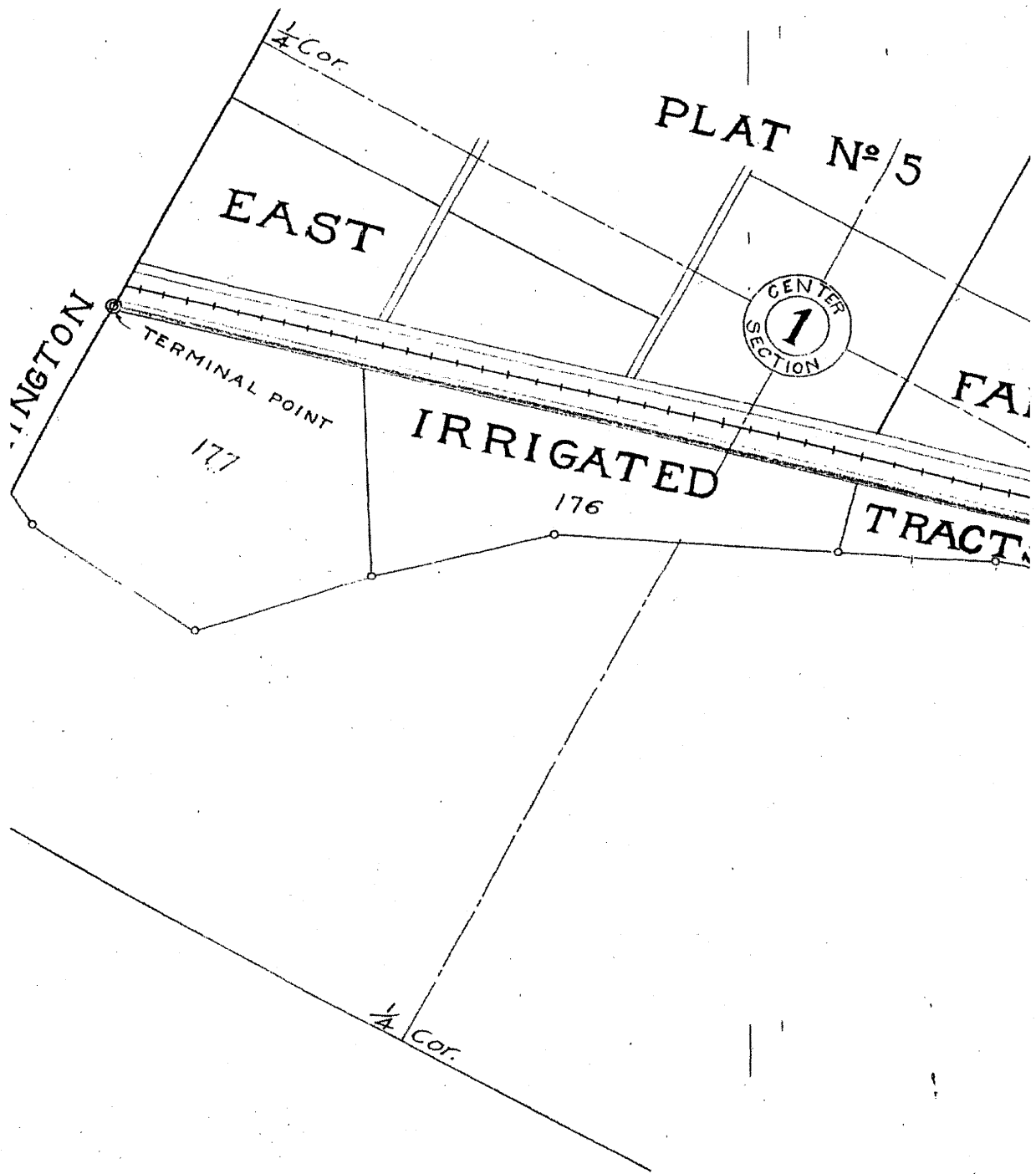
4.

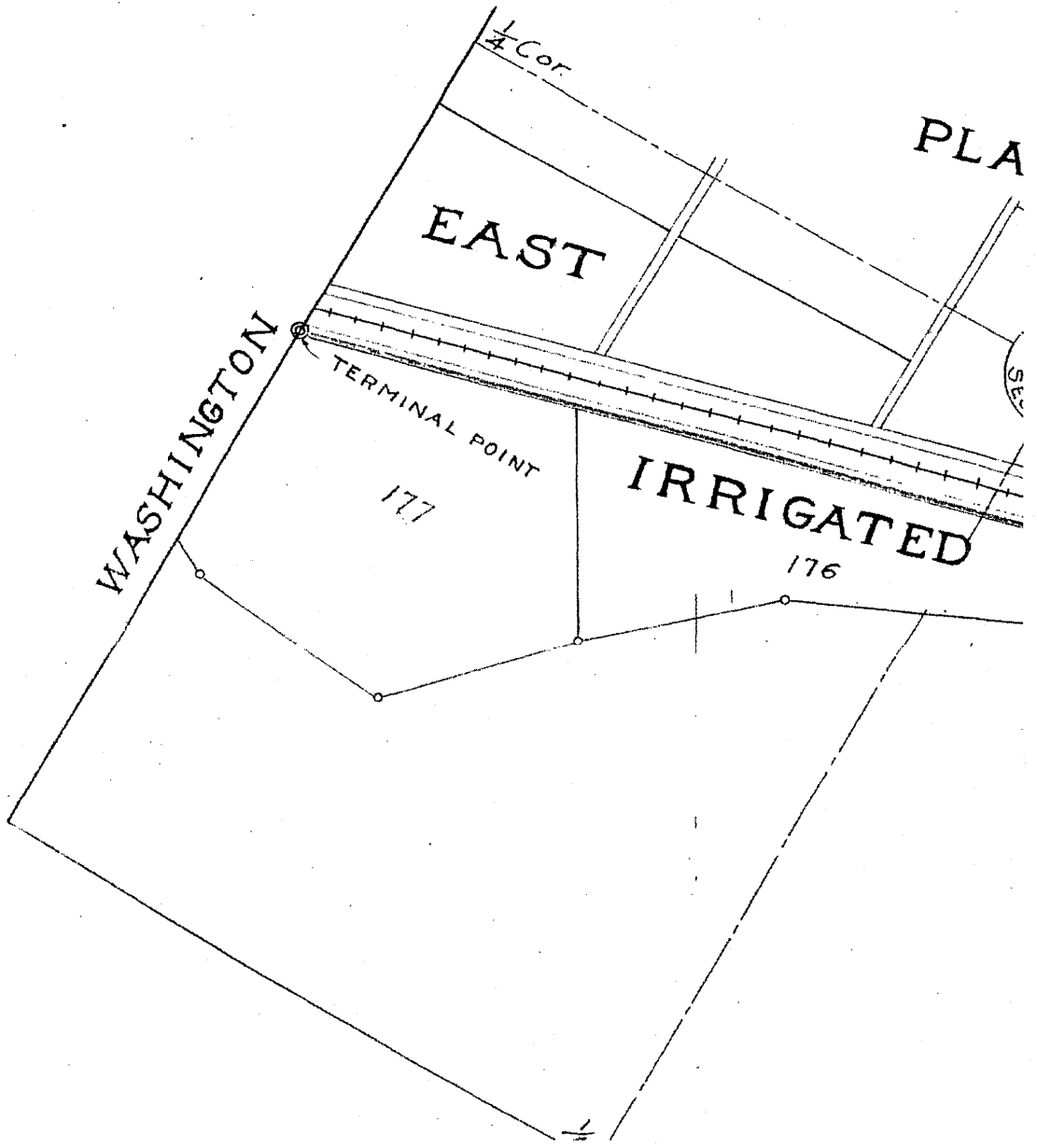


k.

PLAT SHOWING LOCATION OF
KOOTENAI COUNTY, IDAHO, S
IN
T. 50, 51 N., R. 5, 6 W.,





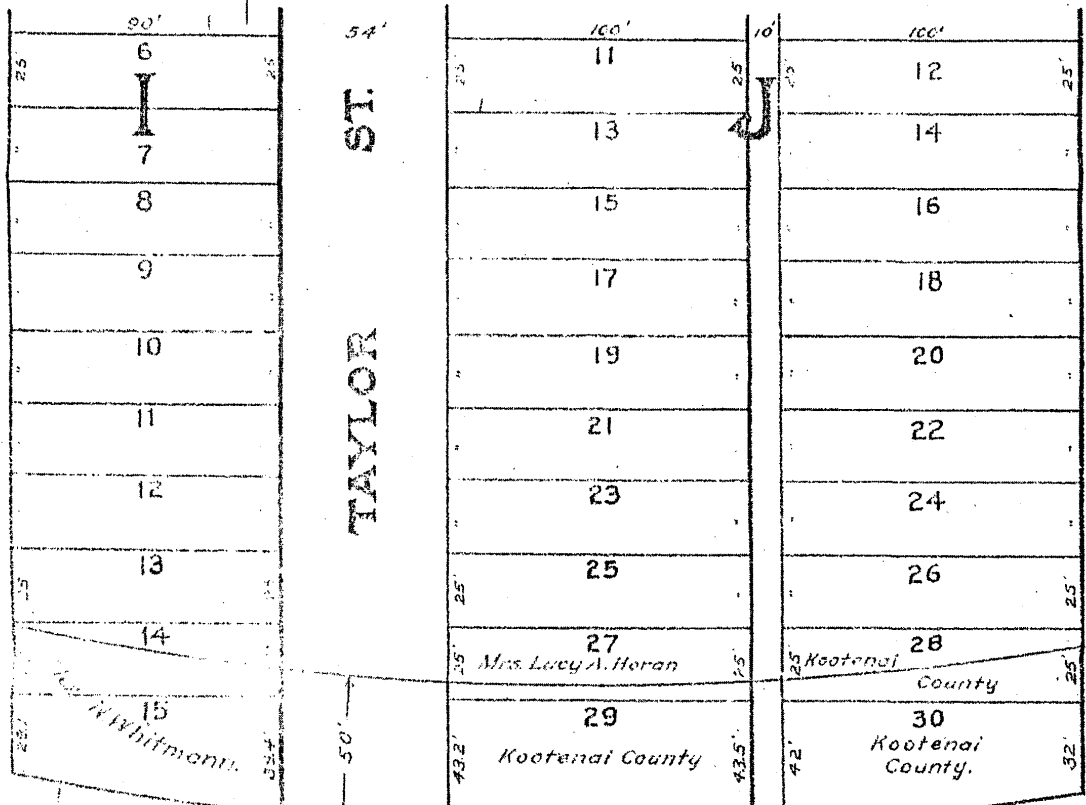


PLAT SHOWING LOC.
KOOTENAI COUNTY, IDAHO
 THROUGH
THE TOWN OF M
 IN SEC. 5, T.50N.

Scale: 1 inch = 50'

January 9th, 1914.

State Highway Right of Way

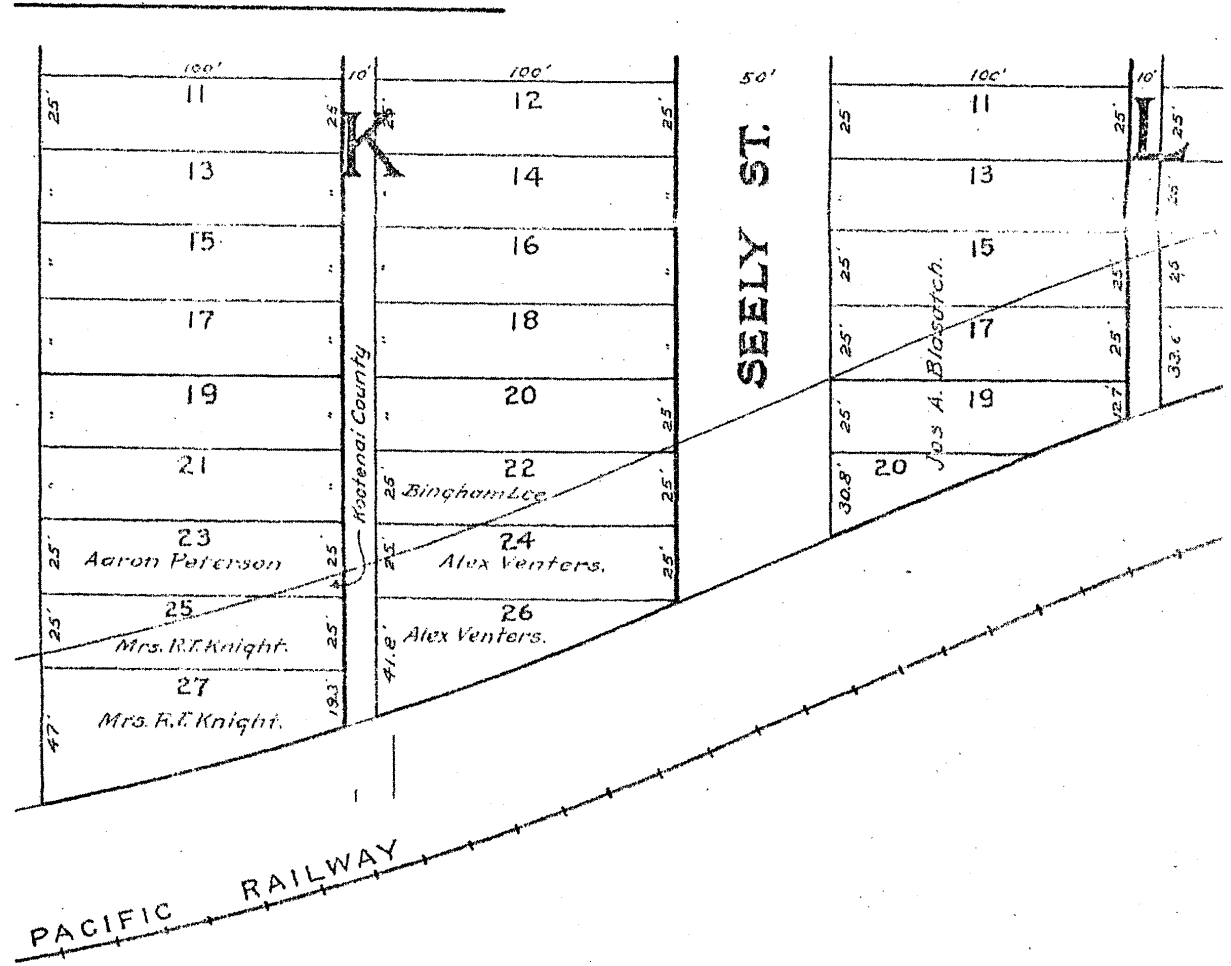
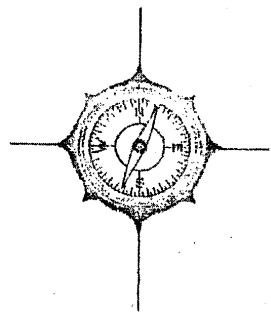


SECTION OF THE STATE HIGHWAY,

DELLAN,
W., B.M.

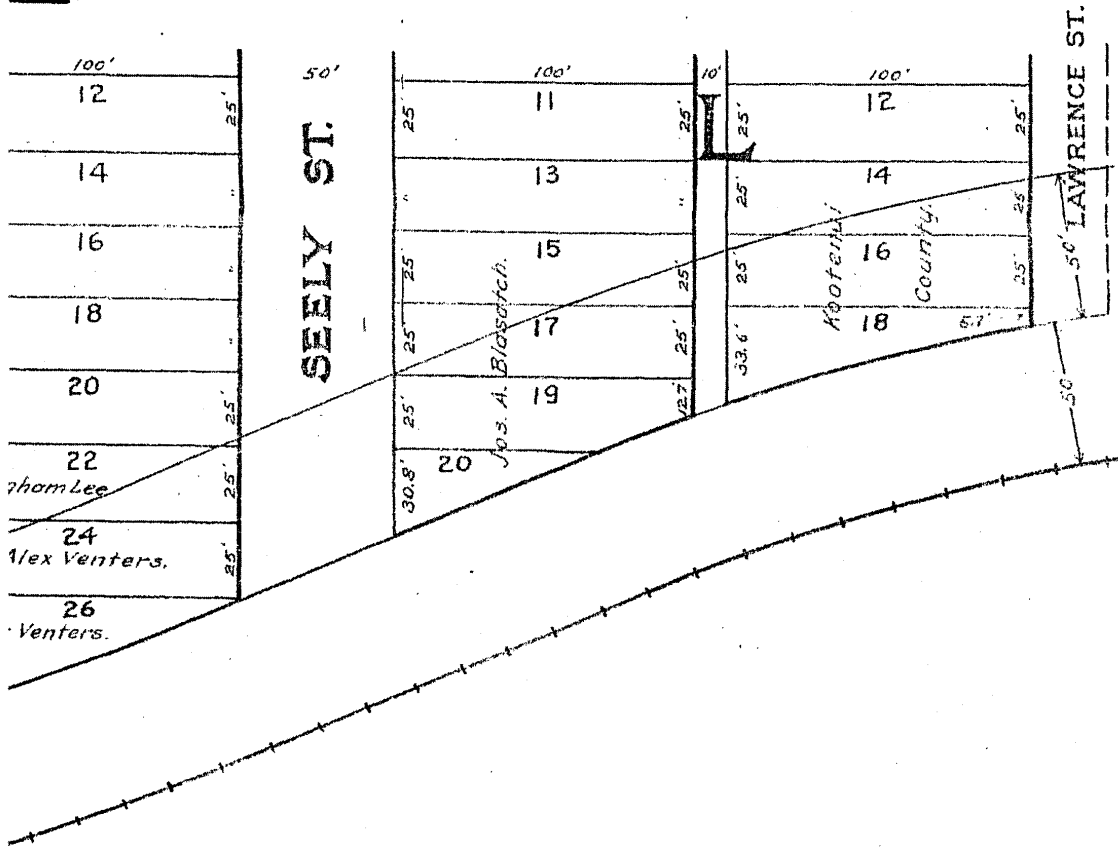
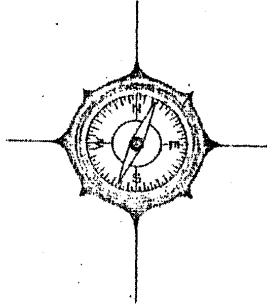
A.O. Modlin, County Surveyor.

shown Thus



SHWAY,

Supplement to
State Highway
PLAT N^o 3.



TAX DEED

Conveyance of Real Estate for

Taxes for 190

From

J. A. Anderson
Tax Collector of Kootenai County, Ida.
Footenai County
Idaho

Filed for Record at the request of

W. J. Jones

on the *24th* day of *March*

19*14*, at *2:30* o'clock *P.*, and

recorded in Book *56* of

Book on Page *204*

Records of Kootenai County, State of

Idaho.

W. J. Jones
County Recorder

By *W. J. Jones* Deputy.

Fee, \$ *4.00*

340-1910 Date.

TAX DEED.

CONVEYANCE OF REAL ESTATE FOR DELINQUENT TAXES OF 1909.

This Indenture, made and entered into this 21st day of March in the year of our Lord one thousand nine hundred and fourteen between R. F. Kercheval, Treasurer, Assessor and Ex-Officio Tax Collector of the County of Kootenai in the State of Idaho, party hereto of the first part, and Kootenai County, Idaho, party hereto of the second part, Witnesseth: That, whereas J. W. Smith at the time of the sale hereinafter spoken of as Assessor and Ex-Officio Tax Collector of said County of Kootenai, by virtue of and in conformity with an act of the Legislature of the Territory of Idaho, entitled "An act to regulate the manner of collecting Territorial and County Revenue in Idaho Territory," approved January 15, 1875, and all acts amendatory thereof or supplementary thereto, did, on the 4th day of January, A. D., 1910, deliver to the Auditor of said county a complete delinquent list of all persons and property then owing taxes thereon in said County, and to said County and State, which said delinquent list did include the property first hereinafter described, and thereafter did duly levy upon said property described as aforesaid for taxes due the State of Idaho and to the County of Kootenai, together with the costs and charges due thereon That said property was duly assessed for the year 1909 for County and State taxes at \$10.00 to "Unknown" and the same was liable and subject to taxation; that said taxes were not and had not been paid, and at the time of the sale hereinafter mentioned, still remained due and unpaid; that publication of the intention to sell for the said delinquent taxes was made as provided by law; that in said publication was given the name of the owner (when known) of all real estate, of all improvements, together with such condensed description of the property that it might be easily known, and also a similar condensed description of any real estate or improvements assessed to unknown owners, and also the name of every party delinquent for any tax on personal property, and also opposite each name or description was given the amount of taxes, including the costs as provided by law, due from each delinquent person or property; that said publication was made by one insertion one time a week for three successive weeks in the Coeur d'Alene Journal, a newspaper published in said County of Kootenai; that said insertions were made and published, one on the 20th day of May, A. D., 1910, one on the 27th day of May, A. D., 1910, and one on the 3rd day of June, A. D., 1910; That said publication did designate the time and place of commencing the sale, which time was not less than forty-two (42) days nor more than fifty (50) days from the first appearance of said publication, and the place so designated was in front of the Court House of said County of Kootenai; that the property assessed, levied upon and advertised, situate, lying and being within said County of Kootenai and described thus:

"McClellan" Lot 29, Block "J"

was by the said J.W. Smith, Assessor and Ex-Officio Tax Collector of said County of Kootenai on the 14th day of July, A. D., 1910,

in accordance with law, offered for sale to pay said taxes with the costs and charges thereon, at public auction, in front of the County Court House in said County; that at said auction W.G. Scribner, the bidder who was willing to take the least quantity or smallest part of the said property and pay the said taxes and costs due thereon, (including fifty cents for this Certificate of Sale and fifty cents for the filing thereof,) which taxes, costs and certificate amount to One and 32/100 DOLLARS; that the least said quantity or smallest part of the said property as hereinafter described, to wit:

"McClellan" Lot 29 Block "J"

was by the said J.W. Smith, Assessor and Ex-Officio Tax Collector as aforesaid, sold and struck off to the said W.G. Scribner subject to redemption pursuant to law, who paid the full amount of said taxes, and costs and charges, and thereupon became the purchaser of the last described property; and, whereas no person has redeemed the property so sold during the time allowed by law for its redemption: and whereas the Tax Certificate which was issued therefor was assigned by the said W.G. Scribner to the Idaho Mercantile Co., Ltd. and eventually assigned to "Kootenai County, Idaho."

Now, therefore, this indenture witnesseth, that I, R.E. Korcheval, Treasurer, Assessor and Ex-Officio Tax Collector as aforesaid, by virtue and in pursuance of the statutes in such cases made and provided, for and in consideration of the sum of Two and no/100 DOLLARS, to me in hand paid, the receipt of which is hereby acknowledged, have granted, bargained, sold conveyed and confirmed, and by these presents do grant, bargain, sell convey and confirm unto the aforesaid Kootenai County, Idaho, and to their heirs/successors and assigns forever, the said property as fully and absolutely as I, R.E. Korcheval, Treasurer, Assessor and Ex-Officio Tax Collector as aforesaid, may or can lawfully sell and convey the same, that is to say, all and singular the property above and last described in this deed, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, possession and claim, as well in law as in equity, of the said "Unknown" and of all owners or claimants thereof, and of all owners or

claimants of any interest present or future, therein, or any lien upon, in or to the above described property, and every part and parcel thereof with the appurtenances, or which said owner or claimants had or possessed on the day of said levy or assessment.

To Have and to Hold, All and singular, the above last mentioned and described property, together with the appurtenances thereof unto the said part. y..... of the second part and its successors, heirs and assigns forever.

Coeur d'Alene

In Witness Whereof, I have hereunto set my hand and seal, at ~~Rainier~~ in said County of Kootenai, the day and year first above written.

WITNESS: *Raymond Thompson* *R. F. [Signature]* (SEAL)
Treasurer ~~Assessor~~ and Ex-Officio Tax Collector of Kootenai County.

STATE OF IDAHO, }
COUNTY OF KOOTENAI } ss.

On this *24th* day of *March* A. D., 1914..... personally appeared before me a notary public in and for said County of Kootenai, State of Idaho, *R. F. Karchoval*
Treasurer
..... personally known to me to be the ~~Assessor~~ and Ex-Officio Tax
Treasurer
Collector of said Kootenai County, and who executed the annexed instrument as such ~~Assessor~~ and Collector, and who
Treasurer
acknowledged to me that he executed the same freely and voluntarily as ~~Assessor~~ and Collector of Kootenai County afore-
said, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written, at ~~Rainier~~, Kootenai County, State of Idaho.

Best A Reed
Notary Public

My commission expires..... 19*15*

STATE OF IDAHO, }
County of Kootenai } ss.

This is to Certify, That on this 30th day of March A. D. 1914, before me, W. Hanning

a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally came

Chas. L. Heitman and Stella S. Heitman His wife

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

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

W. Hanning
Notary Public.
residing at Rathdrum, Id.

Quit Claim Deed

FROM

Chas. L. Heitman
and wife

TO

Kootenai County

STATE OF IDAHO,

County of Kootenai, } ss.

Filed for record at the request of

W. O. Swadlow

on the 5 day of March

1914 at 11:15 o'clock AM,

and recorded in book 38 of

9 C. Heitman on page 452

W. O. Swadlow
County Recorder.

BY W. O. Swadlow
Deputy.

Fees \$ 7.00

Mail to _____

THIS INDENTURE, Made the 3rd day of March in the year of our Lord One Thousand Nine Hundred and fourteen, between Chas. L. Heitman and Stella S. Heitman, his wife, parties of the first part to Rootenai County, a Municipal Corporation of the State of Idaho,

the part of of the second part:

Witnesseth, That the said part of of the first part, for and in consideration of the sum of one DOLLARS, lawful money of the United States of America, to them in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quit-claim unto the said part of of the second part, and to its successors heirs and assigns forever all that at certain lot, piece and parcel of land, situated in the said County of Rootenai, State of Idaho and bounded and particularly described as follows, to-wit: A strip of land fifty (50) feet in width, the centerline of which is described as follows, to-wit; Beginning at a point on the $\frac{1}{2}$ line at a distance of one hundred and sixty-five (165) feet west of the northeast corner of the SE. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of sec. 8, T. 52 N., R. 4 W. B. M., and running thence S. 15° 10' W. parallel with and twenty-five (25) feet east of Heitman's fence for a distance of six hundred and ninety-three (693) feet; Thence S. 22° 25' W. parallel with and seventy-five (75) feet east of the centerline of the I. & W. N. railroad track for a distance of six hundred and ninety-four (694) feet, to the $\frac{1}{2}$ line on the south side of the above described sub-division; the strip of land so described being that part of the said subdivision which is now occupied and used for county road purposes, and which is to be used for county road purposes in the future.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:

To Have and to Hold All and singular the said premises, together with the appurtenances unto said part of of the second part, and to its successors heirs and assigns forever. for County Road purposes

IN WITNESS WHEREOF, The said part of of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Chas. L. Heitman [SEAL.]
Stella S. Heitman [SEAL.]

STATE OF IDAHO,
County of Kootenai } ss.

This is to Certify, That on this 17 day of March A. D. 1914, before me, A. Q. Modlin:

a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally came A. H. Hoover

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

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

A. Q. Modlin
Notary Public.

Quit Claim Deed

FROM

A. H. Hoover

TO

Kootenai County,
Idaho

STATE OF IDAHO,
County of Kootenai } ss.

Filed for record at the request of

Census Bureau

on the 17 day of March
1914, at 8:30 o'clock P. M.

and recorded in book 38 of

QC block on page 456

D. J. Ebbel
County Recorder.

By W. J. Switzer
Deputy.

Fees \$ none

Mail to A. Q. Modlin

Oregon,
STATE OF ~~IDAHO~~ }
Multnomah } ss.
County of ~~Kootenai~~

This is to Certify, That on this 28th day of ~~March~~ Feb, A. D. 1914, before me, Charles R. Deegh

a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally came.....

Otto Herrmann, an unmarried man,

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

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

Charles R. Deegh
Notary Public, for Ore.

Quit Claim Deed

FROM

Otto Herrmann

TO

Multnomah County

Oregon

STATE OF IDAHO,

ss.

County of Kootenai:

Filed for record at the request of

Commissioner

on the 2 day of Mar

1914, at 1:31 o'clock P. M.,

and recorded in book 38 of

P. A. Held on page 449

J. O. Hansen

County Recorder.

By W. C. Dumas

Deputy.

Fees \$ none

Mailed to A. O. Medland

County

THIS INDENTURE, Made the 28th day of March, 1914, in the year of our Lord One Thousand Nine Hundred and fourteen, between Otto Herrmann, an unmarried man, of Portland, Oregon, party of the first part; and Kootenai County, a municipal corporation of the State of Idaho,

the part y...of the second part:

Witnesseth, That the said part y... of the first part, for and in consideration of the sum of One Hundred Fifty (\$150.00) DOLLARS, lawful money of the United States of America, to him and for in hand paid by the said part y... of the second part, the receipt whereof is hereby acknowledged, does by these presents demise, release and forever quit-claim unto the said part y... of the second part, and to its successors and assigns forever all that certain lot, piece and parcel of land, situated in the said Kootenai County of the state of Idaho and bounded and particularly described as follows, to-wit: Being the south fifty feet (50') of Lot 5, of the plat of Lawrence Park; as the same is recorded in the office of the recorder of Kootenai County, Idaho, said strip being that part of the said Lot 5 lying between two lines drawn respectively fifty feet (50) and one hundred feet (100') northerly, right-angle measurements, from and parallel with the centerline of the Fort Sherman branch of the Northern Pacific railroad track; said strip of land to be used for county road purposes, and to revert to the original owner if the same is ever abandoned as a road.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:

To Have and to Hold All and singular the said premises, together with the appurtenances unto said part y... of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, The said part y... of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of Chester V. Depp, Hal S. Luke

Otto Herrmann [SEAL.] [SEAL.]

Oregon
STATE OF ~~IDAHO~~ }
County of ~~Kootenai~~ } ss.
Umatilla

This is to Certify, That on this 24th day of February, A. D. 1914, before

me, Don Fruitt

a Notary Public in and for the State of ~~Idaho~~ ^{Oregon} duly commissioned and sworn, personally came

Stanton D. L. Ross and Alice M. Ross, his wife

to me known to be the individual^s described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

And the said Alice M. Ross
wife of said Stanton D. L. Ross

upon an examination by me, separate and apart from her said husband, when the contents of said instrument were by me fully made known unto her, and she was by me fully apprised of her rights and the effect of signing the within instrument, did, free and voluntarily, separate and apart from her said husband, acknowledged the same, acknowledging that she did voluntarily, of her own free will and without the fear of or coercion from her husband, execute the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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

Don Fruitt
Notary Public.

Quit Claim Deed

FROM

Stanton D. L. Ross

and

Alice M. Ross, his wife,
TO

Kootenai County, Idaho.

STATE OF IDAHO,

County of Kootenai.

} ss.

Filed for record at the request of

Stanton D. L. Ross

on the 5 day of *March*

1914, at 10 o'clock A. M.

and recorded in Book 38 of

A. C. Leeds on page 457.

N. G. Rumberg

County Recorder.

By *W. M. D. [Signature]*

Deputy.

Fee, \$...

Mail to

THIS INDENTURE, Made the 24th day of February in the year of our Lord One Thousand Nine Hundred and fourteen, between Stanton E. D. L. Ross and Alice M. Ross, his wife,

and Kootenai County, Idaho, for road purposes only,

the party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar, and other valuable considerations, DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quit-claim unto the said party of the second part, and to heirs and assigns forever all that certain lot, piece or parcel of land, situated in the ssid Kootenai County of Idaho of and bounded and particularly described as follows to-wit:

That portion of the ~~XXXXXX~~ South East Quarter of Section Six, Township 50, North, Range 4 West of Poise Meridian, being a strip of land 50 feet wide running parallel to the right of way of the Northern Pacific Railway Company's right of way, the south boundary of said strip of land being at all places 50 feet distant from the center of the right of way of the said Northern Pacific Railway Co. so long as the above described land shall be used for road purposes. If not used for road purposes all right, title and interest in the above described land shall revert to the grantors herein mentioned, or their heirs.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold All and singular the said premises, together with the appurtenances unto said party of the second part, and to ~~XXXXXX~~

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of Stanton E. D. L. Ross [SEAL] Alice M. Ross [SEAL]

COMPLETED
PARTIAL RELEASE OF MORTGAGE.

-000-

INDEXED

Charles E. Rueger,

to

Charles Neal, and
Lucy Neal.

STATE OF IDAHO, }
County of Kootenai } SS.

Filed for record at the request of
Charles E. Rueger

on the *26* day of *Jan* 19*44* at

clock *A. M.* and recorded in Book *K*

Page *349*

A. G. Hansen

County Recorder

BY *W. E. Reed*
Deputy

Fee \$ *Two*

Mail to

PARTIAL RELEASE OF MORTGAGE .

-000-

KNOW ALL MEN BY THESE PRESENTS, that I, Charles E. Rueger, of Spokane, Washington, do by these presents certify and declare that the lien of a certain mortgage, executed by Charles Neal, and Lucy Neal, husband and wife, as mortgagors, to Charles E. Rueger, as mortgagee, which mortgage and extension thereof is recorded in the office of the County Recorder of Kootenai County, Idaho, in book 14, of Mortgages, on page 546, and in book "Z", of Misc. Records, on page 295 ; is hereby released as to the following part of said mortgaged premises, to-wit :

Beginning at a point on the north boundary of the right-of-way of the Fort Sherman branch of the Northern Pacific Railroad, which said point bears S. 83 degrees, 23 minutes E. 981.0 feet from the point of intersection of the north boundary of the above named railroad right-of-way with the section line between Sections 5. & 6., T. 50 N., R. 4 W., B.M. ; and running thence from said point of beginning in an easterly direction for a distance of 327.0 feet, along, parallel with, and 50. feet from, the center line of the main track of the above named railroad ; thence in a northerly direction to a point 100.0 feet (right-angle measurement) from the center of the said track ; thence in a westerly direction parallel with and 100.0 feet from the said center of the said track 327.0 feet ; thence south to the point of beginning ; being a tract of land 327. feet in length and 50. feet in width along side of, and parallel to said Northern Pacific Railroad right-of-way.

This certificate is intended merely as a release of the lien on the specific part of the mortgaged land herein described by metes and bounds. And nothing in this certificate shall be construed as a satisfaction of the original mortgage indebtedness or any part thereof, nor as a release of the mortgage lien on the balance of the land other than herein specifically described by metes and bounds, ; and such remainder of the mortgaged land shall continue to stand as security for the original indebtedness until fully paid, subject to all the provisions of said original mortgage and its extension.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of January, 1914.

Charles E. Rueger

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

On this 23rd day of January, in the year 1914, before me Harry M. Moray, a Notary Public in and for the State of Washington, personally appeared Charles E. Rueger, to me known to be the person who executed the within instrument, and acknowledged to me that he subscribed and executed the same.

Given under my hand and official seal, this 23rd day of January, 1914.

Harry M. Moray

Notary Public in and for the State of Washington, residing at Spokane, Wash.

New York
STATE OF IDAHO }
New York } ss.
County of Kootenai }

This is to Certify That on this 18th day of February A. D. 1914, before me, Herbert T. Magruder

New York
a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally came James P. Kemmels, President of Spokane Valley Orchard Land Company, and Frank Green, Secretary of Spokane Valley Orchard Land Company

to me known to be the President and Secretary of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Herbert T. Magruder

Notary Public.

NOTARY PUBLIC, Richmond County
Cert. filed in New York County No. 65
New York Register No. 5189
Commission Expires March 30, 1915

Quit Claim Deed	
FROM	Spokane Valley Orchard Land Co.
TO	Spokane Valley Orchard Land Co.
STATE OF IDAHO,	County of Kootenai.
County of Kootenai.	Filed for record at the request of
County Commissioner	
on the 26 day of Feb	
1914 at 11:30 o'clock A. M.	
and recorded in book 38	of
A. C. Weeber, on page 445	
By	W. P. Green
Deputy	County Recorder.
Fees \$	
Mailed to	Spokane, Idaho

THIS INDENTURE, Made the seventeenth day of February in the year of our Lord One Thousand Nine Hundred and fourteen, between Spokane Valley Orchard and Land Company, a corporation organized under the laws of the State of Washington, party of the first part, and County of Kootenai, State of Idaho

the party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of One dollar and other valuable considerations ~~DOLLARS~~, lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do sell by these presents demise, release and forever quit-claim unto the said party of the second part, and to its heirs and assigns forever all that certain lot, piece and parcel of land, situated in the said Kootenai County of the State of Idaho and bounded and particularly described as follows, to-wit: A strip of land twenty feet in width along the north side of ~~XXXX~~ tracts 176 and 177 of plat No. 5 of East Farms, Kootenai County, Idaho, said strip, together with the thirty-foot strip immediately north thereof to be used for county road purposes.


Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:

To Have and to Hold All and singular the said premises, together with the appurtenances unto said party of the second part, and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has caused its name to be signed hereunto, set its corporate seal to be affixed and the day and year first above written.

SPokane Valley Orchard & Land Company

Signed, Sealed and Delivered in Presence of
Herbert I. Magruder
Herbert I. Magruder

by Jawar R. Merrill 
Attest: Frank Coenen [SEA]
Its Secretary

STATE OF IDAHO, }
County of Kootenai } ss.

This is to Certify, That on this 10th day of Jan. A. D. 1914, before me, A. O. Modlin

a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally came Frank Vosburg and his wife Ellen, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

A. O. Modlin
Notary Public,



Quit Claim Deed

FROM

Frank Vosburg et al

TO

Kootenai County

Idaho

STATE OF IDAHO, }
County of Kootenai } ss.

Filed for record at the request of

William, O

on the 10 day of Jan

1914, at 3:20 o'clock

P. M.

and recorded in book 38

of

A. O. Modlin
Notary Public

By: W. O. Gunder
County Recorder
Deputy

Fees \$

Mail to A. O. Modlin

THIS INDENTURE, Made the 9th day of Jan. in the year of our Lord One Thousand Nine Hundred and fourteen, between

Frank Vosburg and his wife Ellen

and the County Of Kootenai, State of Idaho, the party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of ~~partly and no/00 dollars (\$40.00)~~ \$42.75 DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quit-claim unto the said party of the second part, ~~with all and singular~~ forever all that certain lot, piece and parcels of land, situated in the said Kootenai County of State of Idaho, and bounded and particularly described as follows, to-wit: Being all that part of lot 14, Block "L", of the town of Mc. Clellan, and of lot 28, Block "J" of the town of Mc. Clellan lying south of a line drawn 100 feet, (right-angle measurements) from and parallel with the centerline of the main track of the Fort Sherman Branch of the Northern Pacific Railroad track, said parts of said lots to be used for county road purposes

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:

To Have and to Hold All and singular the said premises, together with the appurtenances unto said party of the second part, ~~with all and singular~~ forever.

IN WITNESS WHEREOF, The said party of the first part hereunto set ^{their} ~~its~~ hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

A. Q. Modlin

Frank Vosburg [SEAL.]
Ellen Vosburg [SEAL.]

STATE OF IDAHO,

County of Kootenai } ss.

This is to Certify, That on this first day of April A. D. 1914, before me, T. W. Escale

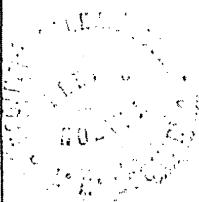
a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally came

J. A. Blawie & Marie Blawie

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

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

T. W. Escale
Notary Public.



7360
Quit Claim Deed

FROM

Joseph A. Blawie

TO

Kootenai County
Idaho

STATE OF IDAHO,

County of Kootenai } ss.

Filed for record at the request of

A. D. Madeline

on the 1 day of April

1914, at 4:35 o'clock P. M.

and recorded in book 38 of

P. C. Reed Page 464

A. D. Madeline

County Recorder.

By Ernie Eddy Deputy.

Fees \$ 1

Mail to T. W. Madeline

Grand' Avenue
Idaho,

THIS INDENTURE, Made the _____ day of _____ in the year of our Lord One Thousand Nine Hundred and _____, between _____

Joseph A. Blausatch et al, parties of the first part, and Kootenai County, Idaho, a municipal corporation,

the part Y... of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Four hundred and seventy (\$470.00) DOLLARS, lawful money of the United States of America, to them in hand paid by the said part Y... of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quit-claim unto the said part Y... of the second part, and ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ forever all those certain lots, piece and parcel of land, situated in the said Kootenai County of State of Idaho ~~XXX~~ and bounded and particularly described as follows, to-wit: Being all of lots 19 and 20, and all of that part of 15 and 17, Block "L", McClellan Townsite, which lies south of a line drawn 100 feet, right-angle measurements, north of and parallel with, the centerline of the Fort Sherman Branch of the Northern Pacific Railroad track, said parcels of land to be used for county road purposes.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:

To Have and to Hold All and singular the said premises, together with the appurtenances unto said part Y... of the second part, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of J.W. Esala

J.A. Blausatch [SEAL.] Maria Blausatch [SEAL.]

STATE OF WASHINGTON,

County of Spokane } ss.

This is to Certify, That on this 21st day of January A. D. 1914 personally appeared before me, Frank J. [Signature], a Notary Public in and for the said County and State Isaac Chan Libby who is personally known to be the same person described in and who executed by Power of Attorney the annexed instrument, as the Attorney in Fact of Thomas E. Thompson and Annie L. Thompson named in the annexed instrument as the parties thereto and therein described as the parties executing the same by Isaac Chan Libby said Attorney.

And the said Isaac Chan Libby acknowledged to me that he executed the same freely and voluntarily as and for the free and voluntary act and deed of the said Thomas E. Thompson and Annie L. Thompson and for the uses and purposes therein mentioned.

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

(SEAL)

Frank J. [Signature]
Notary Public in and for the State of Washington residing at Spokane

2-10-2m

NOTARY PUBLIC

DEED, WARRANTY

Isaac Chan Libby
Atty. in Fact of T. E. Thompson

To
Kootenai County

COMPARED BY

Date 1914

STATE OF IDAHO,
County of Kootenai, ss.

Filed for record at the request of

Kootenai Co

on the 23 day of Jan

1914 at 3 o'clock P. M.

and recorded in book 54 of

Deeds on page 6222

[Signature]
County Recorder

By _____ Deputy.

Fee \$ 7.50

Return to _____

THIS INDENTURE, Made the 21st day of January in the year of our Lord One Thousand Nine Hundred and ~~fourteen~~, between Irvin Chase Libby, (Attorney in Fact for Thomas E. Thompson and wife) of Spokane County, State of Washington part y of the first part, and ~~The County of Kootenai,~~ Idaho State of Idaho part y of the second part

Witnesseth, That the said part y of the first part, for and in consideration of the sum of Nine hundred and ~~eighty~~ ^{seventy and 50/100} (970.50) Dollars in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, and the said part y of the second part forever released and discharged therefrom has granted, bargained, sold, remise released, alienated and confirmed and by these presents does grant, bargain, sell, remise, release, alienate and confirm unto the said part y of the second part, ~~and to his heirs and assigns~~ heirs and assigns forever all the following described lot, piece or parcel of land situated in the County of Kootenai and State of Idaho, and known and described as follows to-wit: A strip of land fifty feet (50.0') in width along the south side of lots one (1) and three (3), Block "A" of the plat of "Thompson", Kootenai County, Idaho, said strip lying between two lines drawn respectively fifty feet (50.0') and one hundred feet (100.0') northerly, right-angle measurements, from the centerline of the Fort Sherman branch of the Northern Pacific railroad track, said strip of land to be used for county road purposes.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim, or demand whatsoever of the said part y of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, to have and to hold the said premises above bargained and described, with the appurtenances unto the said part y of the second part heirs and assigns forever.

And that the said part y of the first part, for his heirs, executors and administrators do CS covenant, grant, bargain, and agree to and with the said part y of the second part heirs and assigns that at the time of ensembling and delivery of these presents he well seized of the premises above conveyed as of good, sure perfect, absolute and indefeasible estate of inheritance in law and fee simple, and ha S good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, aliens, taxes, assessments and incumbrances of what kind or nature soever:

and the above bargained premises in the quiet and peaceable possession of said part y of second part heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part y of the first part shall and will warrant and defend.

In Witness Whereof, The said part y of the first part hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Julian Latic

Thomas E. Thompson by (SEAL)
Irvin Chase Libby, his attorney in fact (SEAL)
Annice L. Thompson by (SEAL)
Irvin Chase Libby, his attorney in fact (SEAL)

STATE OF ^{Montana} IDAHO
County of ^{Kootenai} Kootenai

This is to Certify, That on this ^{24th} day of ^{January} A. D. 191 ⁴, before me, ^{W. E. Clauw}
a Notary Public in and for the State of ^{Montana} Idaho, duly commissioned and sworn, personally came ^{Alex. N. Withmann, single & unmarried}
to me known to be the individual described in and who executed the within instrument, and acknowledged to me that ^{he} signed and sealed the same as ^{his} free and voluntary act and deed for the uses and purposes therein mentioned.

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

^{W. E. Clauw}
Notary Public,
Residing at ^{Boise} Boise, Id. My commission expires ^{December 12, 1914} December 12, 1914.

INDEXED.
Quit Claim Deed

FROM
^{Alex. N. Withmann}

TO
^{Kootenai County Idaho}

STATE OF IDAHO,
County of Kootenai } ss.

Filed for record at the request of
^{H. O. Mollin}

on the ^{26th} day of ^{June}
191 ⁴, at ^{11²⁵} o'clock ^{A.} M.,
and recorded in book ³⁸
of ⁹⁶ pages on page ⁴⁴⁰

By ^{W. E. Clauw}
County Recorder.
Deputy.

Fees \$ ^{10.00}

Mail to

THIS INDENTURE, Made the 24th day of January in the year of our Lord One Thousand Nine Hundred and fourteen, between

Alex. N. Wittmann, a single man, of Blaine
Blaine Bor County, Montana, party of the first part
and the County of Kootenai, Idaho, a
municipal corporation

the party... of the second part:

Witnesseth, That the said party... of the first part, for and in consideration of the sum of Five DOLLARS, lawful money of the United States of America, to him in hand paid by the said party... of the second part, the receipt whereof is hereby acknowledged, do hereby these presents demise, release and forever quit-claim unto the said party... of the second part, and to his ^{successors} heirs and assigns forever all th^{at} certain lot 9, piece and parcel of land, situated in the said Kootenai County of Idaho, State of Idaho and bounded and particularly described as follows, to-wit: Being all of lots 14 and 15, Block "I" of the town or plat of McClellan, Kootenai County, Idaho, or so much of the said lots as lie south of a line drawn one hundred feet from (right-angle measurement and parallel with the centerline of the Fort Sherman Branch of the Northern Pacific Railroad, said parts of said lots to be used for county road purpose

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:

To Have and to Hold All and singular the said premises, together with the appurtenances unto said party... of the second part, and to its ^{successors} heirs and assigns forever.

IN WITNESS WHEREOF, The said party... of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
W. E. Lane } Alex. N. Wittmann [SEAL.]
W. E. Lane } [SEAL.]

STATE OF ~~IDAHO~~ Utah, }
Summit, } ss.
County of ~~Kootenai~~)

This is to Certify, That on this 10th day of January, A. D. 1914, before me, L. B. Wight, County of Summit, State of Utah, a Notary Public in and for the ~~State of Idaho~~, duly commissioned and sworn, personally came

Lucy A. Horan, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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

L. B. Wight

Notary Public,

My Commission expires
May 4th, 1917.

72301
Quit Claim Deed

~~INDEXED~~
FROM
Lucy A. Horan
INDEXED

TO
Kootenai County

STATE OF IDAHO, }
County of Kootenai. } ss.

Filed for record at the request of

Secretary

on the 21 day of Jan
1914, at 1:10 o'clock P. M.

and recorded in book 38 of

J. C. Dyer on page 436

W. H. Dyer

County Recorder.

By *W. H. Dyer*
Deputy.

Fees \$: *none*

Mailed to *A. T. Madala*

ap

THIS INDENTURE, Made the 10th day of January, in the year of our Lord One Thousand Nine Hundred and fourteen, between

Lucy A. Horan, of Park City, Utah, and

Kootenai County, State of Idaho,

the party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Twenty-five & no/100 DOLLARS, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby these presents demise, release and forever quit-claim unto the said party of the second part, and to its heirs and assigns forever all that certain lot, piece and parcel of land, situated in the said Kootenai County of state of Idaho, and bounded and particularly described as follows, to-wit:

Being the south one-half of lot 27, Block "J", of the plat of Mc.Clellan, Kootenai County, Idaho, or so much thereof as lies south of a line drawn one hundred (100) feet north of and parallel with the centerline of the Fort Sherman branch of the Northern Pacific railroad.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:

To Have and to Hold All and singular the said premises, together with the appurtenances unto said party of the second part, and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

L. B. Wight

MRS. Lucy A. Horan [SEAL.]

[SEAL.]

STATE OF IDAHO, }
County of Kootenai. } ss.

I, A. Q. Modlin, A Notary Public in and for said County, in
the state aforesaid, do hereby certify that B. M. Rose.

~~his wife~~, personally known to me as the real person, whose name is subscribed to the
foregoing Deed, appeared before me in person, and acknowledged that he executed and delivered the
said Deed as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and ~~notarial~~ seal this 7th day of May,
in the year of our Lord, one thousand nine hundred and fourteen

A. Q. Modlin,
Notary Public

DEED, WARRANTY

B. M. Rose.

To
Kootenai County,
Idaho.

Date 1914

STATE OF IDAHO, }
County of Kootenai. } ss.

Filed for record at the request of

A. Q. Modlin

on the 7 day of May

1914 at 2⁴⁵ o'clock P. M.

and recorded in book 55 of

Deeds on page 125

B. M. Rose
County Recorder

By None Deputy

Fee, \$ None

Return to A. Q. Modlin

THIS INDENTURE, Made the 7th day of May, in the year of our Lord One Thousand Nine Hundred and Fourteen,

between B. M. Ross, of Kootenai County, State of Idaho, party of the first part, and

The County Of Kootenai, State of Idaho, part of the second part

Witnesseth, That the said part of the first part, for and in consideration of the sum of Twenty-five dollars (\$25.00)

in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, and the said part of the second part forever released and discharged therefrom has granted, bargained, sold, remised released, alienated and confirmed and by these presents do grant, bargain, sell, remise, release, alienate and confirm unto the said part of the second part, and his heirs and assigns forever all the following described lot, piece or parcel of land situated in the County of Kootenai and State of Idaho, and known and described as follows to-wit:

A strip of land fifty (50') feet in width the centerline of which is described as follows, to wit; Beginning at a point on the section line 228.8 feet north of the 1/4 corner between sections 1 & 6, T. 50 N., R's 4 & 5 W. B. M., and running thence N. 61° 46' W. 50.0 feet; Thence N. 47° 47' W. 50.2 feet; Thence N. 33° 39' W. 50.0 feet to a point well within the old county road.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim, or demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, to have and to hold the said premises above bargained and described, with the appurtenances unto the said party of the second part forever.

And that the said part of the first part, for his heirs, executors and administrators do covenant, grant, bargain, and agree to and with the said party of the second part, that at the time of ensembling and delivery of these presents he is well seized of the premises above conveyed as of good, sure perfect, absolute and indefeasible estate of inheritance in law and fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, aliens, taxes, assessments and incumbrances of what kind or nature soever:

and the above bargained premises in the quiet and peaceable possession of said part of second part, heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and defend.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

J. A. Libby

B. M. Ross (SEAL) (SEAL) (SEAL) (SEAL)

THE STATE OF WASHINGTON,

County of SPOKANE } ss.

I, Frank E. Eddy, a Notary Public in and for the State of Washington, do hereby certify that on this 24th day of January, A. D. 1914, personally appeared before me, Charles Neal, and Lucy Neal, husband and wife, to me known to be the individual s described in and who executed the within instrument, and acknowledged that they signed and sealed 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 24th day of January, A. D. 1914

Frank E. Eddy
Notary Public.
Residing at Meadow Lake, Washington

REDA
County Form
QUIT CLAIM DEED
COUNTY CLERK

Charles Neal, et ux,
TO

Kootenai County, Idaho.

Frank E. Eddy
State of Washington,
County of SPOKANE, } ss.

I hereby certify that the within instrument was filed for record in the office of the County Auditor of said County on the 26th day of January, A. D. 1914, at 11 o'clock and 20 minutes A. M., at the request of H. P. Madala and recorded on page 638 of Book 54 of **DEEDS**

Frank E. Eddy
County Auditor, Kootenai
By Frank E. Eddy Deputy

Recorded on _____, 19____
By _____ Deputy

Frank E. Eddy
FROM THE OFFICE OF

This Indenture, Made the twenty-third day of January in the year of our Lord one thousand nine hundred and fourteen.

between Charles Neal, and Lucy Neal, husband and wife,

the parties of the first part and County of Kootenai, State of Idaho,

the party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Thirty DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release, convey and forever quit claim unto the said party of the second part, and to its successors heirs and assigns all the certain lot, piece or parcel of land situated in the County of Kootenai, Idaho State of ~~Washington~~, and bounded and particularly described as follows, to-wit:

This instrument is intended to remise, release and forever quit-claim unto said grantee, a RIGHT OF WAY only, over the land hereinafter described by metes and bounds, to be used as a roadway for county purposes, and having a length of 327.0 feet and a width of 60. feet adjoining and parallel to the right-of-way of the Northern Pacific Railroad, to-wit: Beginning at a point on the north boundary of the right-of-way of the Fort Sherman branch of the Northern Pacific Railroad, which said point bears S. 83 degrees, 23 minutes E. 981.0 feet from the point of intersection of the north boundary of the above named railroad right-of-way with the section line between Sections 5. & 6., T. 50 N., R. 4. W., B.M. ; and running thence from said point of beginning in an easterly direction for a distance of 327.0 feet, along, parallel with, and 50. feet from, the center line of the main track of the above named railroad ; thence in a northerly direction to a point 100.0 feet (right-angle measurement) from the center of the said track ; thence in a westerly direction parallel with, and 100.0 feet from the said center of the said track a distance of 327.0 feet ; thence south to the point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any-wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold, All and singular, the said premises, together with the appurtenances, unto said party of the second part, and to heirs and assigns forever.

In Witness Whereof, The parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

G. K. Eddy

Charles Neal [SEAL]
Lucy Neal [SEAL]
[SEAL]
[SEAL]

STATE OF ~~IDAHO~~ ^{Kentucky}
County of ~~Kootenai~~ ^{Cass} ss.

This is to Certify, That on this 16 day of January A. D. 1914, before me, Alex Venters

a Notary Public in and for the State of ~~Idaho~~ ^{Kentucky}, duly commissioned and sworn, personally came

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

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

JR Lewis
Notary Public,
Notary Public, Polaski County, Ky.
My commission expires January 29, 1916.

RECORDED
Quit Claim Deed

FROM

Alex Venters INDEXED

TO

Kootenai County,
Idaho.

STATE OF IDAHO,

ss.

County of Kootenai:

Filed for record at the request of

Cass

on the 21 day of Jan

1914, at 11 o'clock P. M.

and recorded in book 38 of

90 books on page 437

J. E. Hawley
County Recorder

By W. D. Quarles
Deputy

Fees \$ None

Mailed to W. D. Quarles
City

THIS INDENTURE, Made the 16th day of January in the year of our Lord One Thousand Nine Hundred and fourteen, between Alex Venters party of the first and Kootenai County State of Idaho

the party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Fifty 00/100 DOLLARS, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, doth by these presents demise, release and forever quit-claim unto the said party of the second part, and to his heirs and assigns forever all the certain lots, piece and parcel of land, situated in the said Kootenai County of McClelland of Idaho and bounded and particularly described as follows, to-wit:

Being all of lots 24 and 26, Block "K", of the plat of the town of Mc.Clellan, Kootenai County, Idaho, as the same is recorded in the office of the County Recorder of the said county.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:

To Have and to Hold All and singular the said premises, together with the appurtenances unto said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part hath hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Harry Wark }
Mr Adams }

Alex Venters [SEAL.]

[SEAL.]

STATE OF IDAHO }
County of Kootenai } ss.

This is to Certify, That on this 11th day of October A. D. 1913, before me, George W. Smith

a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally came

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

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

George W. Smith
Notary Public.

My Commission expires July 22, 1917.

Quit Claim Deed

FROM

A. C. Torrance

TO

TRACTED

Kootenai County

STATE OF IDAHO,

County of Kootenai, } ss.

Filed for record at the request of

A. C. Torrance

on the 16 day of Oct

1913, at 9:30 o'clock A.M.,

and recorded in book 38 of

P. C. Section on page 396

J. C. Rowley

County Recorder.

By

Deputy.

Fees \$ None

Mails to

THIS INDENTURE, Made the 11th day of October in the year of our Lord One Thousand Nine Hundred and ~~Twenty~~, between Adam C. Torrance of Boise, Ada County, Idaho, party of the first part and Kootenai County, a corporation

the part of of the second part:

Witnesseth, That the said part of the first part, for and in consideration of the sum of Ten & 100/100 DOLLARS, lawful money of the United States of America, to in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quit-claim unto the said part of the second part, and to heirs and assigns forever all th certain lot, piece and parcel of land, situated in the said County of of and bounded and particularly described as follows, to-wit: a strip of land fifty feet in width, lying along the south end of the south 1/2 of lot 9, Lawrence Park, Kootenai County, Idaho said strip running in an easterly and westerly direction, parallel with, north of, and adjacent to the right-of-way of the Northern Pacific Railroad track; the south side of said strip being fifty feet north of the center of the said track, and the north side thereof being one hundred feet therefrom

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:

To Have and to Hold All and singular the said premises, together with the appurtenances unto said part of the second part, and to heirs and assigns forever.

IN WITNESS WHEREOF, The said part of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered, in Presence of
George W. Smith
Lenora Rautson

Adam C. Torrance [SEAL.]
[SEAL.]

STATE OF IDAHO, }
County of Kootenai. } ss.

I, A. Q. Modlin, a Notary public in and for said County, in
the state aforesaid, do hereby certify that J. Richard Thos R. Tucker

his wife, personally known to me as the real person whose name is subscribed to the
foregoing Deed, appeared before me in person, and acknowledged that he executed and delivered the
said Deed as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 5th day of Jan.
in the year of our Lord, one thousand nine hundred and fourteen

A. Q. Modlin,
Notary public

70105
COMPARED & TRACED.

BY DEED, WARRANTY

Thos R. Tucker

To
Kootenai County,
Idaho.

Date _____ 191__

STATE OF IDAHO, }
County of Kootenai. } ss.

Filed for record at the request of

Wessner Co

on the 10 day of Jan
1914 at 2 o'clock P.M.,

and recorded in book 51 of

Deeds on page 558

By W. E. Stanley
County Recorder.

Deputy
Fee, \$ 2.00

Return to A. Q. Modlin,

THIS INDENTURE, Made the 8th day of Jan. in the year of our Lord One Thousand Nine Hundred and fourteen, between L. Richard Tucker of Kootenai County, State of Idaho part 1 of the first part, and Kootenai County of Idaho County, State of Idaho part 1 of the second part

Witnesseth, That the said part 1 of the first part, for and in consideration of the sum of Seventy-five dollars \$75.00 Dollars in hand paid by the said part 1 of the second part, the receipt whereof is hereby acknowledged, and the said part 1 of the second part forever released and discharged therefrom has granted, bargained, sold, remised released, alienated and confirmed and by these presents do ~~to~~ grant, bargain, sell, remise, release, alienate and confirm unto the said part 1 of the second part, and to ~~his heirs and assigns~~ heirs and assigns forever all the following described lot, piece or parcel of land situated in the County of Kootenai and State of Idaho, and known and described as follows to-wit:

Being all that part of the W. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of sec. 5, T. 50 N., R. 4 W. B. M., lying between two lines drawn respectively fifty feet (50.0') and one hundred feet (100.0') (right-angle measurements) northerly from and parallel with the centerline of the main track of the Fort Sherman Branch of the Northern-Pacific-Railroad; said part being a strip of land fifty feet in width, and 659.5 feet in length, and to be used for county road purposes.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim, or demand whatsoever of the said part 1 of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, to have and to hold the said premises above bargained and described, with the appurtenances unto the said part 1 of the second part ~~his heirs and assigns~~ heirs and assigns forever.

And that the said part 1 of the first part, for his heirs, executors and administrators do ~~to~~ covenant, grant, bargain, and agree to and with the said part 1 of the second part ~~his heirs and assigns~~ heirs and assigns, that at the time of ensembling and delivery of these presents he well seized of the premises above conveyed as of good, sure perfect, absolute and indefeasible estate of inheritance in law and fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, aliens, taxes, assessments and incumbrances of what kind or nature soever:

and the above bargained premises in the quiet and peaceable possession of said part 1 of second part ~~his heirs and assigns~~ heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part 1 of the first part shall and will warrant and defend.

In Witness Whereof, The said part 1 of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
[Signature] } Thos R. Tucker (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF IDAHO, }
County of Kootenai } ss.

This is to Certify, That on this 12th day of January A. D. 1914, before me, Claude Shanks

a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally came

Aaron R. Peterson and Mabel E. Peterson, his wife,

to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Claude Shanks
Notary Public,

Quit Claim Deed

RECEIVED
FROM
A. R. Peterson

TO

Kootenai County

Shanks

STATE OF IDAHO,

ss.

County of Kootenai

Filed for record at the request of

A. R. Peterson

on the 13 day of January

1914 at 2:30 o'clock P. M.

and recorded in book 38 of

CC Books on page 411

County Recorder

By

Deputy

Fees \$1.00

Mail to City

THIS INDENTURE, Made the 18th day of January in the year of our Lord One Thousand Nine Hundred and fourteen, between

Aaron P. Peterson and Mabel E. Peterson, his wife, of Post Falls, County of Kootenai, State of Idaho, Parties of the first part, and Kootenai county,

the party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Five and No 7100- - - - - DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quit-claim unto the said party of the second part, and to its successors and assigns forever all the certain lot, piece and parcel of land, situated in the said County of Kootenai State of Idaho and bounded and particularly described as follows, to-wit: Being that part of lot 23, Block "K", of the town of Mc.Clellan, Kootenai County, Idaho, lying south of a line drawn one hundred (100) feet northerly (right-angle measurement) from the center line of the main track of the Fort Sherman Branch of the Northern Pacific Railroad

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:

To Have and to Hold All and singular the said premises, together with the appurtenances unto said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Clyde Messing }
Claude Shanks }

Aaron P. Peterson [SEAL]
Mabel E. Peterson [SEAL]

STATE OF IDAHO,
County of Kootenai. } ss.

I, A. Q. Modlin, a notary public
in and for said County, in
the state aforesaid, do hereby certify that James D. Ferguson

his wife, personally known to me as the real person whose name is subscribed to the
foregoing Deed, appeared before me in person, and acknowledged that he executed and delivered the
said Deed as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notary seal this 12th day of Jan.
in the year of our Lord, one thousand nine hundred and fourteen.

A. Q. Modlin
Notary Public

72145

X

DEED WARRANTY

James D. Ferguson

To
Kootenai County
Idaho

Date 1914

STATE OF IDAHO,
County of Kootenai. } ss.

Filed for record at the request of

Kootenai County

on the 12 day of Jan 1914 at 1 22 o'clock P M.

and recorded in book 57 of

Deeds on page 560

By A. Q. Modlin
County Recorder

Deputy W. C. Quarks

Fee \$ 1.00

Return to A. Q. Modlin

Idaho

THIS INDENTURE, Made the 12th day of January in the year of our Lord One Thousand Nine Hundred and Fourteen, between

James D. Ferguson

of Kootenai County, State of Idaho, part y of the first part, and

~~of~~ Kootenai County, State of Idaho, part y of the second part

Witnesseth, That the said part y of the first part, for and in consideration of the sum of

Fifty (\$50.00)

Dollars

in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, and the said part y of the second part forever released and discharged therefrom has granted, bargained, sold, remised released, alienated and confirmed and by these presents does grant, bargain, sell, remise, release, alienate and confirm unto the said part y of the second part, and his heirs and assigns forever all the following described lot, piece or parcel of land situated in the County of Kootenai and State of Idaho, and known and described as follows to-wit:

Being that part of lot or tract 2, Block "A" of the plat of Thompson, Kootenai County, Idaho, lying south of a line drawn one hundred (100) feet (Right-angle measurements) north of and parallel with the centerline of the main track of the Fort Sherman Branch of the Northern Pacific railroad; said part being a strip of land 50 feet in width and 675.0 feet in length, and to be used for county road purposes.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim, or demand whatsoever of the said part of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, to have and to hold the said premises above bargained and described, with the appurtenances unto the said part y of the second part, and his heirs and assigns forever.

And that the said part y of the first part, for his heirs, executors and administrators does covenant, grant, bargain, and agree to and with the said part y of the second part that at the time of ensembling and delivery of these presents he was well seized of the premises above conveyed as of good, sure perfect, absolute and indefeasible estate of inheritance in law and fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, aliens, taxes, assessments and incumbrances of what kind or nature soever:

and the above bargained premises in the quiet and peaceable possession of said part y of second part, and his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part y of the first part shall and will warrant and defend.

In Witness Whereof, The said part y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

James D. Ferguson (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO, }
County of Kootenai, } ss.

On this 12 day of June 1912 before me
D. Paulley, a Notary Public in and
for the county and state aforesaid personally appeared

H. J. Swafford & T. J. Holme

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

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at Coeur d'Alene the day and year first above written.

D. Paulley
Notary

RELEASE OF DAMAGES

Filed this 12 day of

1912

Clerk

By Deputy

INDEXED

COPIES

60010

STATE OF IDAHO
County of Kootenai

JUN 12 1912

The register of
Kootenai County

on the 12 day of June 1912
at about 4 o'clock PM
of this file on page 506
D. Paulley

By
Notary

STATE OF ~~Idaho~~ ^{Montana}
County of ~~Kootenai~~ ^{Bozeman}

This is to Certify, That on this 21st day of July A. D. 1916, before me, A. J. Stewart

a Notary Public in and for the State of ~~Idaho~~ ^{Montana}, duly commissioned and sworn, personally came Mr. R. P. Knight

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

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

A. J. Stewart
Notary Public for the State of Montana,
residing at Anaconda, Montana.
My Commission expires Jan. 12th 1916.

STRAC

Quit Claim Deed

FROM
Mr. R. P. Knight

TO
Kootenai County

STATE OF IDAHO,
County of Kootenai, } ss.
A. J. Stewart
Filed for record at the request of

on the 29 day of July
1916 at Bozeman, Mont.
and recorded in book 38 of
A. C. Deeds on page 504
County Recorder:
D. D. D. D.

By None Deputy.
Fees \$ None
Mail to None

THIS INDENTURE, Made the 21st day of June in the year of our Lord One Thousand Nine Hundred and Twelve between Mrs R. J. Knight of Anaconda Mont. party of the first part, and Kootenai County, Idaho, a municipal Corporation

the part y of the second part:

Witnesseth, That the said part y of the first part, for and in consideration of the sum of Fifty dollars (\$50.00) DOLLARS, lawful money of the United States of America, to her in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, do is by these presents demise, release and forever quit-claim unto the said part y of the second part, and to ~~her heirs and assigns~~ forever all the ~~all~~ certain lots, piece^s and parcel^s of land, situated in the said Kootenai County of State of Idaho and bounded and particularly described as follows, to-wit:

all of lots Twenty-five (25) and Twenty-seven (27) of Block "K" of the town of Mc. Clellan, Kootenai County, Idaho, as the plat of said town of Mc. Clellan is recorded in the office of the County Recorder of Kootenai County, Idaho

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:

To Have and to Hold All and singular the said premises, together with the appurtenances unto said part y of the second part, and to ~~her heirs and assigns~~ forever forever.

IN WITNESS WHEREOF, The said part y of the first part ha S hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

J. P. Stewart

Mrs R. J. Knight [SEAL.]

[SEAL.]

Wash
STATE OF ~~IDAHO~~
County of ~~Kootenai~~ *Steens*

This is to Certify, That on this *24* day of *Jan.* A. D. 191*4*, before me, *L. C. Joseph*

a Notary Public in and for the State of ~~Idaho~~, duly commissioned and sworn, personally came *J. A. Newcomb* to me known to be the individual described in and who executed the within instrument, and acknowledged to me that *he* signed and sealed the same as *his* free and voluntary act and deed for the uses and purposes therein mentioned.

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

L. C. Joseph
Notary Public.

INDEXED
Quit Claim Deed

FROM
J. A. Newcomb

TO

Kootenai County
Idaho

STATE OF IDAHO,
County of Kootenai, } ss.

Filed for record at the request of
J. C. Mendenhall

on the *26* day of *Jan*
191*4*, at *11:30* o'clock *P*. M.,

and recorded in book *31* of

J. A. Neely on page *441*

By *J. A. Neely*
County Recorder.
Deputy

Fees \$

Mail to

THIS INDENTURE, Made the 24th day of January, in the year of our Lord One Thousand Nine Hundred and fourteen, between J. A. Newcomb and Virginia S. Newcomb, husband and wife, parties of the first part,

and Kootenai County, Idaho,

the party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Twenty-five (\$25.00) DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quit-claim unto the said party of the second part, and to its successors heirs and assigns forever all that certain lot, piece and parcel of land, situated in the said Kootenai County of and bounded and particularly

described as follows, to-wit: Beginning at a point on the north boundary of the right-of-way of the Northern Pacific Railroad, which said point bears S. 83° 23' E. 1308.0 feet from the intersection of the north boundary of above named right-of-way with the sec. line between secs. 5 & 6, T. 50 N. R. 4 W. B. M., and running thence in an easterly direction along, parallel with and 50 feet from the centerline of the main track of the said rail for a distance of 670.5 feet; Thence north to a point 100.0 feet from the center of the said ~~centerline of the main track~~ track; Thence in an easterly direction 100.0 feet from, and parallel with the said centerline of the said track for a distance of 670.5 feet; Thence south to the point of beginning. The tract as so described is a strip of land 50.0 feet in width and 670.5 feet in length, and is to be used for county road purposes. It is further described as being a part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of sec. 5, T. 50 N., R. 4 W. B. M.

This land above described to be used for right-of-way for public road and in the event said land is not so used, or shall at any time cease to be so used, it shall revert to the grantors, their heirs, executors, administrators or assigns.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:

To Have and to Hold All and singular the said premises, together with the appurtenances unto said party of the second part, and to its successors heirs and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
L. O. Joseph & Co. }
to J. A. Newcomb. }

J. A. Newcomb [SEAL]
Virginia S. Newcomb [SEAL]

STATE OF IDAHO,)
County of Kootenai.) SS.

On this 6th day of January, A. D. 1914, before me Goger G. Wearne, a Notary Public in and for the County and State aforesaid, personally appeared R. S. Nelson and Jeannette Ware Nelson, his 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.

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

Goger G. Wearne
Notary Public.

STATE OF IDAHO,)
County of Kootenai) SS.
Filed for record at the request of
Charles J. Amundson
on the 6th day of Jan. 1914 at 9:01
o'clock A.M. and recorded in Book 541
of Pages 542
at *Arden* Dep. 542
by *W. E. Daily*
County Recorder
W. E. Daily
Deputy
to *A. S. Muller* Deputy

INDEXED
FILED
72087

THIS INDENTURE, Made the 28th day of January in the year of our Lord One Thousand Nine Hundred and Fourteen, between Sam Curce, a bachelor of Post Falls County of Kootenai State of Idaho, and The Board of County Commissioners, of County of Kootenai, State of Idaho.

the part 1.00 of the second part:

Witnesseth, That the said part y of the first part, for and in consideration of the sum of One Hundred & No 100 DOLLARS, lawful money of the United States of America, to be in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quit-claim unto the said parties of the second part, and to their heirs and assigns forever all the certain lot, piece and parcel of land, situated in the said Kootenai County of Idaho, and bounded and particularly

described as follows, to-wit: A strip of land twenty-five feet in width described as follows, to wit; beginning at the corner of secs. 5, 6, 31 & 32, T. 50 N., R. 5 W. B. M., and running thence west along the sec line on the north boundary of the said strip for a distance of 1510.0 feet to an intersection with the south boundary of the Spokane International Railroad; Thence running in a southwesterly direction along the south side of the said railroad, fifty feet from the centerline thereof, and on the north boundary of a fifty-foot strip of land for a distance of about 1290 feet to the north-and-south line of sec. 6, T. 50 N., R. 5 W. B. M., said strip being a part of the NE. 1/4 of the said sec., and to be used for county road purposes.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:

To Have and to Hold All and singular the said premises, together with the appurtenances unto said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, The said part y of the first part have hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

J. H. Anderson

Sam Curce

[SEAL.]

[SEAL.]

STATE OF IDAHO, }
County of Kootenai } ss.

This is to Certify That on this 28 day of January A. D. 1914, before me, J. H. Anderson a Notary Public a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally came Sam Leuroe a Bachelor to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

J. H. Anderson
Notary Public.

Quit Claim Deed

FROM Sam Leuroe

TO Kootenai County.

STATE OF IDAHO, }
County of Kootenai } ss.
Filed for record at the request of A. O. Maxwell

on the 26 day of Sept
1914, at 3⁴² o'clock P. M.,
and recorded in book 38 of
A. C. Reed on page 477
A. C. Reed
County Recorder.

By Profee Deputy.
Fees \$ 1.00
Mail to A. O. Maxwell
Boardman Idaho



To Whom it May Concern:

I am writing this letter on behalf of 4301 W Seltice Way LLC ("Owner") to formally authorize the submission of the Annexation Application and corresponding Zoning Map Amendment ("Application"), for the property located at 4301 W Seltice Way in Post Falls, Idaho.

Additionally, I authorize Specht Development Inc. to represent the Owner throughout the Application process, including any public hearing presentation requirements.

Please do not hesitate to contact me via email at Patrick.eagen@farweststeel.com should you have any questions related to this matter.

Sincerely,

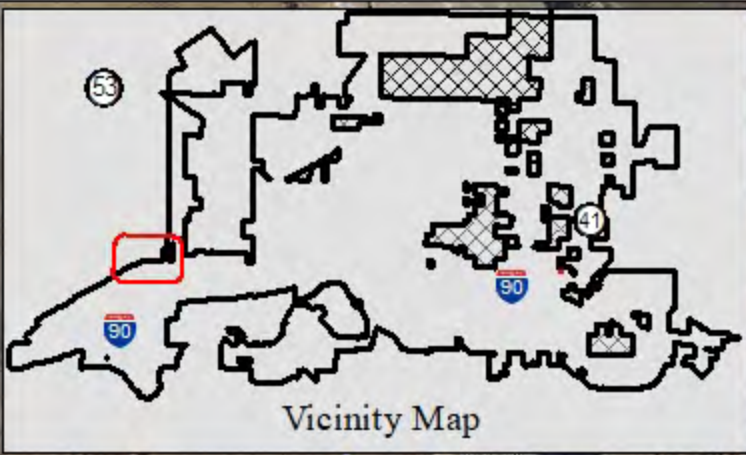
Patrick Eagen
President, CEO
Farwest Steel Corporation

STATE OF OREGON)
)ss.
County of Lane)

This instrument was acknowledged before me on June 13, 2022 by Patrick Eagen, as President-CEO of Farwest Steel, a(n)



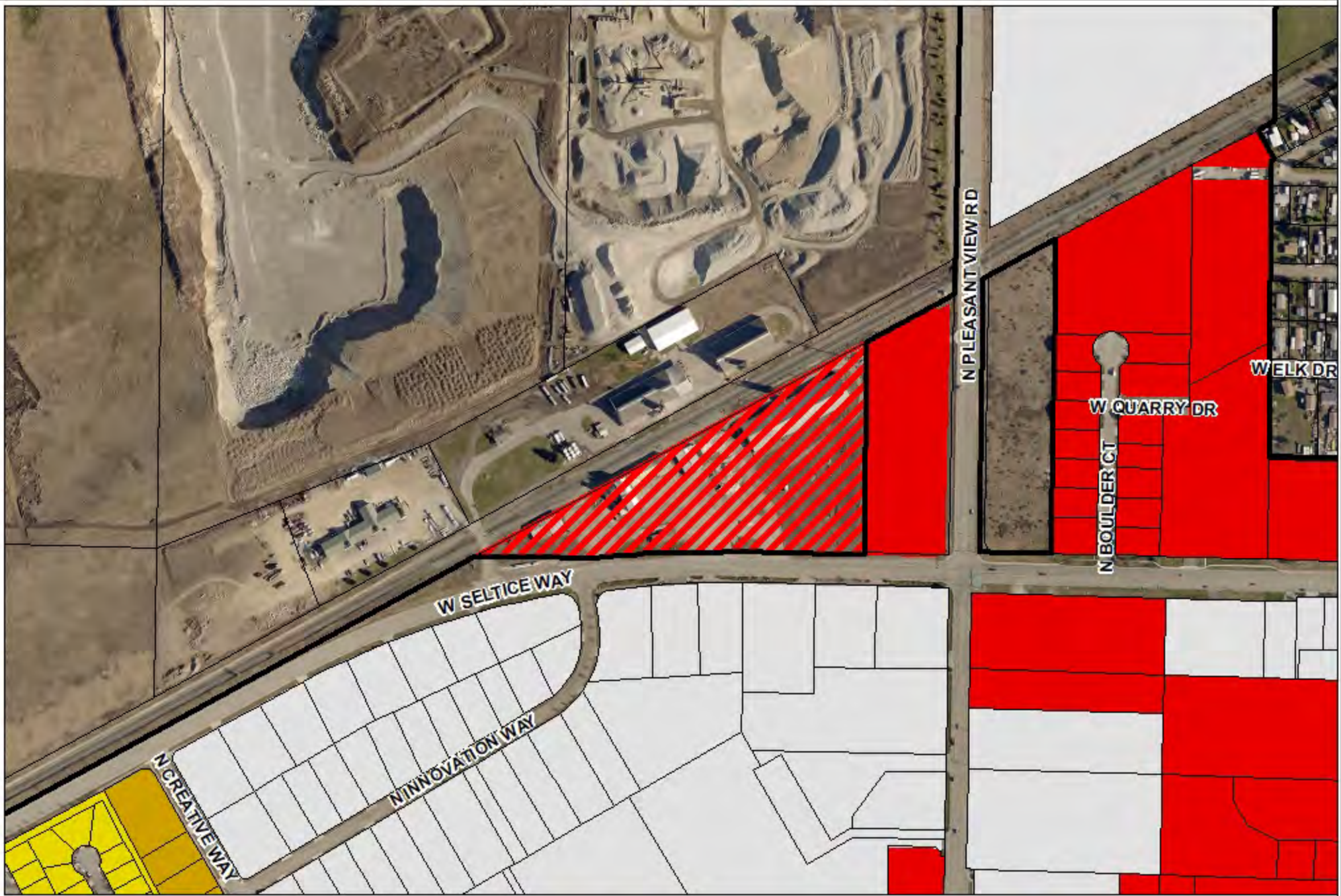
Dianna May Duran
Notary Public for Oregon
My Commission Expires: April 27, 2024



Vicinity Map
 FARWEST STEEL
 ANNX-22-10



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



Zoning Map
 FARWEST STEEL
 ANNX-22-10









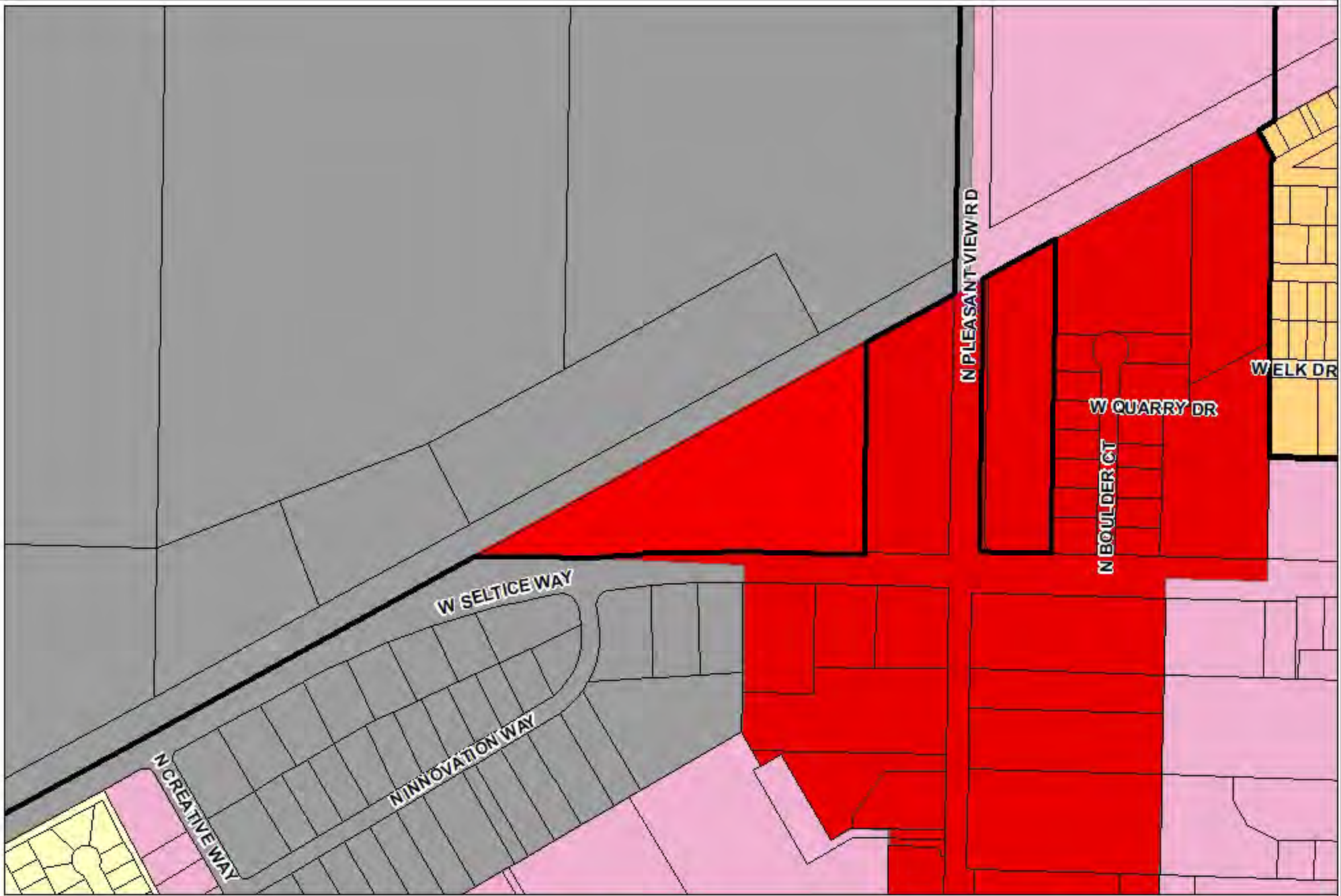
-  City Boundary
-  Subject Site
-  CCS
-  I
-  R-1
-  R-2



Exhibit S-2



Future Land Use Map
 FARWEST STEEL
 ANN-22-10



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



ANNEXATION AND ZONING DEVELOPMENT AGREEMENT
Farwest Steel Annexation
(File No. ANNX-22-10)

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 Farwest Steel Corp., an Oregon based company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at PO Box 889 Eugene, OR 97440.

WHEREAS, Farwest Steel Corp., (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 to the west of the N. Pleasant View Rd and W. Seltice Way intersection along the north side of W. Seltice Way 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: The Owner agrees to use the Post Falls municipal water supply system as the domestic water supply 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. Domestic water will be provided in accordance with rules and regulations of the City. The City does not warrant that domestic water supply capacity will be available at the time Owner requests connection

to the specified public systems. If water 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 public water service becoming available, the Owner agrees to 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 City all water rights associated with the Property to assure that the City 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 15-foot wide easement along Seltice Way 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 Seltice Way for a total right of way width of 110 feet measured from the existing southern right-of-way line of Seltice Way (Plat of - Expo at Post Falls 3rd Addition)
- 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

ARTICLE V. CONSIDERATION/FEEES

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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.

- 5.5. 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 VI. MISCELLANEOUS

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. 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.
- 6.6. 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.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.

- 6.8. 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.
- 6.9. 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.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. 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.
- 6.12. 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.
- 6.13. 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.
- 6.14. 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.
- 6.15. 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.
- 6.16. 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

Farwest Steel Corp.

By: _____
Ronald G. Jacobson, Mayor

By: _____
David Menzies, <TITLE>

Attest:

Shannon Howard, City Clerk

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 July, 2022, before me, a Notary for the State of Idaho, personally appeared David Menzies, known, or identified to me to be the person(s) whose name is subscribed to the within 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:



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

July 21st, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Farwest Steel Annexation File No. ANNX-22-10

The Police Department has reviewed the above listed annexation 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: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Thursday, July 21, 2022 11:11 AM
To: Amber Blanchette
Subject: `FW: Farwest Steel Annexation File No. ANNX-22-10
Attachments: Farwest Steel Annex NTJ.pdf

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 Amber,

YPL has reviewed the project and does not have any comments or concerns based on the project location.

Let me know if there are any additional questions.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Thursday, July 21, 2022 12:03 PM
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>; Polak, Chad M <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>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfallsidaho.org>; Field Herrington <fherrington@postfalls.gov>; 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 <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <kronro@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>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@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 <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfallsidaho.org>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <lgallop@postfallsidaho.org>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; 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: [EXTERNAL]Farwest Steel Annexation File No. ANNX-22-10

This Message Is From an External Sender

This message came from outside your organization.

Good morning,

Attached is the notice to jurisdiction for the named annexation for Planning and Zoning on August 9th. The draft staff report will be on the city's website shortly.

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338

Email: amberb@postfallsidaho.org



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

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

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.



DEQ Response to Request for Environmental Comment

Date: July 28, 2022
Agency Requesting Comments: City of Post Falls
Date Request Received: July 21, 2022
Applicant/Description: ANNX-22-10

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

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

1. Air Quality

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

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

2. Wastewater

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

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

3. Drinking Water

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

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

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

4. Surface Water

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

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

5. Solid/Hazardous Waste And Ground Water Contamination

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

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

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

6. Additional Notes

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

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

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

Dan McCracken, Regional Administrator, Coeur d'Alene

Amber Blanchette

From: jonie@postfallshd.com
Sent: Monday, August 1, 2022 11:26 AM
To: Amber Blanchette
Subject: RE: Farwest Steel Annexation File No. ANNX-22-10

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.

The Post Falls Highway District supports this annexation.

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



From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Thursday, July 21, 2022 11:03 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>; 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>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfallsidaho.org>; Field Herrington <fherrington@postfalls.gov>; 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 <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; 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>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@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 <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfallsidaho.org>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <lgallop@postfallsidaho.org>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; 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: Farwest Steel Annexation File No. ANNX-22-10

Good morning,

Attached is the notice to jurisdiction for the named annexation for Planning and Zoning on August 9th. The draft staff report will be on the city's website shortly.

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338

Email: amberb@postfallsidaho.org



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

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

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.

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

August 2, 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

