REGULAR MEETING – 5:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS
Carey, Walton, Kimball, Steffensen, Schlotthauer, Ward, Hampe

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- National Blueberry Muffin 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 Commission.

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. Meeting Minutes 6-13-2023

2. CITIZEN ISSUES
This section of the agenda is reserved for citizens wishing to address the Commission on an issues 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 the 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 by 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.

ACTION ITEMS:

4. PUBLIC HEARINGS
In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Commission must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Commission 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 Commission must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the Commission. 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 Commission, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

ACTION ITEMS:
   a. Montrose PUD Amendment/Subdivision File No PUDA-22-1/SUBD-22-10

5. ADMINISTRATIVE / STAFF REPORTS

6. COMMISSION COMMENTS

ADJOURNMENT

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division, 408 N. Spokane Street or call 208-773-8708. City Council and City Commission meeting are broadcast live on Post Falls Cable channel 1300 (formerly 97.103) and the City’s YouTube Channel (https://www.youtube.com/c/CityofPostFallsIdaho).

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: James Steffensen    Vice Chair: Ray Kimball
Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, Kevin Ward, Kibbee Walton
REGULAR MEETING – 5:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS
Carey, Kimball, Steffensen, Hampe - Present
Walton, Schlotthauer, Ward - Excused

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

• NATIONAL WEED YOUR GARDEN DAY – JUNE 13

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 Commission.
None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS
Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.
None

1. CONSENT CALENDAR
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. Meeting Minutes 5-30-2023
b. Reasoned Decision – Post Falls School District Special Use Permit File No. SUP-23-1

Motion by Hampe to accept the Consent Calendar as presented.
Second by Carey.
Vote: Carey-Aye, Hampe-Aye, Steffensen-Aye, Kimball-Aye
Motion Carried
2. Citizen Issues
This section of the agenda is reserved for citizens wishing to address the Commission on issues that are not on the agenda. Persons wishing to speak will have 5 minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the 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 citizen issues at the same meeting but may request additional information or that the item be placed on a future agenda.

None

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.

Action Items:
None

4. Public Hearings
In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Commission must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Commission 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 Commission must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the Commission. 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 Commission, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

Action Items:
None

5. Administrative / Staff Reports
None

6. Commission Comments
None

Adjournment 5:33 PM

Date: ____________  Chair: _____________________

Attest:_____________________
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Chair: James Steffensen
Vice Chair: Ray Kimball
Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, Kevin Ward, Kibbee Walton
CITY OF POST FALLS
AGENDA REPORT

DATE: June 22, 2022
TO: POST FALLS PLANNING AND ZONING COMMISSION
FROM: JON MANLEY, PLANNING MANAGER
(208) 457-3344, jmanley@postfalls.gov
SUBJECT: STAFF REPORT FOR THE JULY 11, 2023 P&Z COMMISSION MEETING
MONTROSE MAJOR PUD AMENDMENT AND SUBDIVISION

PROJECT NAME: MONTROSE 2022 PUD AMENDMENT AND SUBDIVISION
FILE NUMBER: PUDA-22-1/ SUBD-22-10
APPLICANT: Kevin Schneidmiller, Greenstone-Kootenai II, N. 1421 Meadowwood Lane Ste.200
Liberty Lake, WA 99019
OWNER: Greenstone-Kootenai II, N. 1421 Meadowwood Lane Ste.200, Liberty Lake, WA 99019

PROJECT DESCRIPTION: Montrose was entitled as a PUD in 1998. The subject area had some cluster and multi-family housing (Phase 4 and 5) shown in the 1998 Montrose PUD. This amendment proposes to eliminate those cluster housing and multi-family areas and provide all single family detached lots. This amendment also has changes to the local access street layout as depicted per Exhibit A-4a. This proposal eliminates many of the cul-de-sacs shown in the original design. The proposed Major PUD amendment requests a design standard deviation to increase lot coverage from 40 percent allowed under the City of Post Falls municipal code to 50 percent for the Montrose PUD per Exhibit A-2. This amendment decreases the potential housing units from 769 to 465 housing units (Exhibit A-3). The applicant is also requesting subdivision approval for the proposed multiphase subdivision for approximately 306 lots on 73.72 acres per Exhibit A-4a.

REQUESTED ACTION: The Planning & Zoning Commission is being asked to review and approve with appropriate conditions for the proposed Major PUD Amendment and subdivision, finding that both meet the review criteria and the code requirements found within Post Falls Municipal Code.

PROJECT LOCATION: The PUD Amendment and Subdivision is located south of Poleline Ave., north of Seltice Way, north Mullan Avenue, and east of McGuire Rd. within the Montrose PUD (See Following Maps).
PUD Amendment Area:

Subdivision Area depicted in blue below:
PARCEL INFORMATION:

Proposed PUD Amendment Area: 467 acres
Proposed Subdivision Area: 73.72 acres with 306 lots, Exhibit A-4a
Current Land Use: Developing Montrose PUD
Current Zoning: Single Family Residential (R-1) and Industrial (I) with a Planned Unit Development (PUD) overlay.
Proposed PUD Land Use: Mixed Residential/Industrial/Commercial Community with Parks and a School
Surrounding Land Use: The land use surrounding the subject site are either residential lots in the County or single-family homes in the City of Post Falls. There are Industrial and Commercial business, north of Seltice Way and Mullan Avenue.
Proposed Subdivision Density: Density is planned to be approximately 4.15 units per acre
Water Provider: East Greenacres Irrigation District
Sewer: City of Post Falls

APPLICABLE STATUTES FOR PUD AMENDMENT REVIEW:

The following review criteria is the basis for reviewing PUD applications set forth by the Post Falls Municipal Code (PFMC) Title 18.20.080: PLANNED UNIT DEVELOPMENT (PUD) PERMIT:

PLANNED UNIT DEVELOPMENT (PUD) approval is based upon finding that the proposal:

1. The proposed PUD provides for adequate utilities, services, and parking to service the proposed development by:

   a. Providing a public water supply system that has adequate supply to serve the proposed development.

      Staff Comment: The proposed subdivision will be served by East Greenacres Irrigation District (Exhibit A-4b).

   b. Providing a public wastewater collection system that is designed in accordance with the City's adopted Wastewater Master Plan and has sufficient capacity to accommodate the proposed sewer flows.

      Staff Comment: Post Falls is the wastewater service provider. The proposed amendment, which provides a decrease in the number of residential units through a modification from cluster housing to single family residential will generate a decrease in wastewater flows than the original PUD. The downstream wastewater collection and treatment systems provide for generated flows from the development as a part of our long-range facility plans. The wastewater collection system within the subdivisions shall be extended to accommodate service to adjacent properties per our wastewater collection system master plans
c. Providing adequate accommodation for other utilities necessary to support the proposed development.

Staff Comment: Other utilities are accommodated during the course of project development with the inclusion of utility easements along the dedicated public rights-of-way.

d. Providing sufficient parking throughout the development to adequately meet the parking needs of all uses proposed in the PUD.

Staff Comment: The proposed PUD is required to meet City of Post Falls parking requirements through individual residential permitting. Additional parking is provided thru the inclusion of standard on street parking along both sides of residential streets.

2. The proposed PUD provides for an integrated transportation network that adequately serves the proposed development by:

a. Providing for the continuation of arterial and collector streets, meeting City standards for traffic volume, in a manner consistent with the City's adopted Transportation Master Plan.

Staff Comment: The Subdivision will provide for frontage improvements to the collector and arterial roadways of McGuire Road, Poleline Avenue and Clarkfork Parkway; aiding in completion of the adjacent and interior roadways. Currently, Poleline Avenue is bisected by railroads at the intersection of the BNSF and UPRR lines at the Grand Junction, an east-west connections provided along Santium Drive and Clark Fork Parkway provide access around the currently bisected section of Poleline Ave. Santium Drive is intended as a temporary roadway connection, until such time that provisions for extending Poleline Ave. thru the Grand Junction crossings (reference City Transportation Master Plan and Capital Improvement Plans – Project NKNL2) are completed. The temporary connection of Santium shall remain open until July 1, 2025, to allow for the City to negotiate with the railroad on the closure of this crossing in support of a new crossing with UPRR. As the development progresses, coordination with EMS and the School District will continue in regard to the long-term need for this temporary connection.

b. Providing a local street network that allows adequate traffic circulation and snow storage throughout the entire development.

Staff Comment: Traffic circulation will be provided by an internal network of public (local residential) roadways, connecting to residential collectors. Snow storage would be provided in the utilization of standard roadside swales and or grass strips. The proposed plan should allow adequate traffic circulation and snow storage throughout the entire development. To preserve the most flexibility in reconnecting Poleline Avenue in the future, staff is requiring the following future Rights-of-Way to be dedicated to the city as part of any associated plat adjoining this area. At the time of dedication of the
Rights-of-Way, the City will incur the maintenance of these areas.

3. The proposed PUD provides enhanced community design by:

   a. Conserving and incorporating the site’s significant natural, scenic and/or historical features in the development, if any; and

      **Staff Comment:** There are no significant natural, scenic, or historical features on the subject property to conserve.

   b. Integrating a mix of compatible land uses in the development and adequately buffering and/or separating any incompatible uses in the development; and

      **Staff Comment:** Referring to Exhibit A-2, A-3 and A-4a, the applicant intends to develop single family lots consistent with the other uses in the area.
c. Locating the proposed uses and lot sizes in the proposed PUD in a manner that blends with the surrounding uses, neighborhoods and public facilities located in the City; and

**Staff Comment:** Answered with the previous criterion.

d. Providing at least ten percent (10%) of the gross land area for open space that meets the recreational needs of the users of the development and provides for a variety of recreational uses; and

**Staff Comment:** As part of a Master PUD the 10% open space plan is already established and will be completed at such time the Master PUD is complete.

4. The proposed PUD provides for timely development of the property and security for future completion and maintenance by:

   a. Ensuring that each development block contains all the necessary element to exist independently from future blocks; and

   **Staff Comment:** This is within the phasing schedule of the Master PUD. This proposed amendment reduces the overall density for these associated phasing and eliminates many of the cul-de-sacs shown in the original design. The elimination of the cul-de-sacs would be considered an improvement. The design standard deviation request to increase lot coverage from 40 percent allowed under the City of Post Falls municipal code to 50 percent for the Montrose PUD would not affect this review criterion.

   b. Ensuring that each building in the development lot has sufficient access around the structure to allow for continual maintenance of the building and access for emergency services.

   **Staff Comment:** The proposed development plan, site plan development requirements, standards setback requirements and building code requirement should allow sufficient access around the structure to allow for continual maintenance of the building and access for emergency services.

   c. Ensuring that a funding mechanism exists to adequately maintain common areas that are not publicly maintained.

   **Staff Comment:** A Montrose Homeowner’s Association will be established to maintain any common areas that are not publicly maintained.

In addition to the proposed PUD amendment there is an associated subdivision request.
SUBDIVISION REVIEW CRITERIA (Post Falls Municipal Code Title 17.12.060, Subsection H):

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

**Staff’s Response:** Water service to the project would be provided by the East Greenacres (Will Serve Exhibit A-4b).

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

**Staff’s Response:** The City of Post Falls has adequate capacity to provide service to the subdivision as proposed. The conceptual layout of the sanitary sewer system as proposed shows the ability to be served and shall be designed and constructed to City Standards.

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

**Staff’s Response:** The subdivision and proposed layout are consistent with the City’s Transportation Master Plan and Design Standards.

Roadways, storm drainage management, roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards with final design and construction.

The City will be responsible for plowing and maintenance of the public roadways. Adjacent property owners will be responsible for maintenance of sidewalks, including snow removal, irrigation and maintenance of adjacent swales, grass strips and street trees. A Homeowners Association shall be responsible for maintenance of the frontages along collectors and arterials and any common drainage swales and community open space.

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

**Staff’s Response:** This proposal is located over the Rathdrum Prairie Aquifer, with treatment of stormwater provided through grassy swales.

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

**Staff’s Response:** The subdivision and proposed lots conform to the requirements of Title 17 (Subdivisions) and Title 18 (Zoning) being consistent with the Approved Montrose PUD. Zoning in R-1 in the Montrose PUD, refer to following page.
6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off-site mitigation will be dealt with through the obligation to pay development impact fees.

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

OTHER AGENCY COMMENTS:

Agencies Notified:

- **Post Falls Police Department (Exhibit PA-1)** – Remain neutral
- **YPL (Exhibit PA-2)** – Replied with no comments
- **Post Falls School District (Exhibit PA-3)** – Remain neutral
- **Kootenai County Fire & Rescue (Exhibit PA-4)** – Reserves comments for the permitting process.
- **Post Falls Highway District (Exhibit PA-5)** – Replied with no comments

<table>
<thead>
<tr>
<th>Agency</th>
<th>Service Provider</th>
<th>Utilities (W/WW)</th>
</tr>
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<tbody>
<tr>
<td>PF Park &amp; Rec</td>
<td>East Greenacres Irrigation Dist.</td>
<td>TransCanada GTN</td>
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<tr>
<td>Kootenai County Fire</td>
<td>Kootenai Electric</td>
<td>Time Warner Cable</td>
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<tr>
<td>PF Highway District</td>
<td>Ross Point Water</td>
<td>PF Police Department</td>
</tr>
<tr>
<td>PF School District</td>
<td>Verizon</td>
<td>Utilities (W/WW)</td>
</tr>
</tbody>
</table>
PUBLIC PROCESS: This project is processed as a Major PUD Amendment and Subdivision Concurrently. A public hearing is held before the Planning & Zoning Commission; of which, will review the record, hear the staff report, and render separate decisions on the proposed PUD Amendment and Subdivision.

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

Notice of the proposed Major PUD Amendment and Subdivision was sent to appropriate jurisdictions and an Alternative Notice was sent to KVNI, KXLY, and the Spokesman Review Editorial of the proposed project on October 12, 2022. Notice has been published in the Post Falls Press on October 15, 2022. The property was posted on October 27, 2022.

MOTION OPTIONS FOR MAJOR PUD AMENDMENT: The Planning and Zoning Commission shall make a reasoned decision of approval as presented, approval with conditions or modifications, or disapproval of the proposed Major PUD Amendment. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

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

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

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

1. Corrections and additions, if any, to the Planned Unit Development (PUD) amendment and/or Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval.
2. 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.

3. A Construction Improvement Agreement shall be completed prior to construction of each phase.

4. Construction plans of the streets and utilities shall be submitted to, reviewed, and approved by the Engineering Division prior to any street or utility construction associated with any phase. Such plans shall also include anticipated driveway approaches and location of proposed mailboxes.

5. Except where an exception is granted, all streetlights and roadways and public utilities shall be designed and constructed in accordance with City standards.

6. Plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.

7. Direct lot access to McGuire Road and Poleline Avenue shall be restricted on the respective platting.

8. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along McGuire Rd. and Poleline Ave. and shall be responsible for maintenance of Community common areas, and all open space tracts and associated improvements and amenities within the Subdivision. This includes clearing of snow from sidewalks and trails, along with irrigation of Street Trees and other landscaping improvements.

9. The existing temporary section of Santium Drive must remain in place until July 1st, 2025. After July 1, 2025 at the discretion of the developer, the temporary Santium Drive access can be removed.

10. The following proposed future rights-of-way depicted in Exhibit A-4a must be dedicated as part of each associated plat. The full width of the rights-of-way shall generally be 50 feet minimum west of the depicted lot 20 in phase 6. East of lot 19, the half width of the rights-of-way shall be 55 feet.
ATTACHMENTS:

**Applicant’s Exhibits:**
- Exhibit A-1a: PUD Amendment Application
- Exhibit A-1b: Subdivision Application
- Exhibit A-2: Narrative
- Exhibit A-3: Phasing Plan
- Exhibit A-4a: Preliminary Plan
- Exhibit A-4b: Will Serve
- Exhibit A-5: Auth Letter
- Exhibit A-6: Title Report

**Staff Exhibits:**
- Exhibit S-1: Vicinity Map
- Exhibit S-2: Zoning Map
- Exhibit S-3: Future Land Use Map

**Testimony:**
- Exhibit PA-1: PFPD Comments
- Exhibit PA-2: YPL Comments
- Exhibit PA-3: PFSD Comments
- Exhibit PA-4: KCFR Comments
- Exhibit PA-5: PFHD Comments
- Exhibit PA-6: PFHD Comments
- Exhibit PA-7: PHD Comments
- Exhibit PA-8: YPL Comments
PUDA-22-1

Details
Submitted on Jul 6, 2022 at 9:14 am

Attachments
14 files

Activity Feed
Latest activity on Aug 22, 2022

Applicant
Kevin Schneidmiller

Location
Point Location: 47.7272, -116.9762

Timeline

GIS Review
Completed Jul 6, 2022 at 12:03 pm

Completeness Review
Completed Jul 19, 2022 at 9:46 am

Administrative Decision
Skipped Jul 27, 2022 at 10:21 am

Planning Review
Skipped Jul 27, 2022 at 10:23 am

Polygon Creation
Completed Jul 28, 2022 at 12:49 pm

PUD Amendment Fees
Paid Aug 8, 2022 at 10:14 am

Waste Water Staff Report Review

Add New
In Progress

Parks Staff Report Review
In Progress

Engineering Staff Report Review
In Progress

Planning Staff Report to Create
In Progress

Close Out File
Review

Mailing Fees

- Number of Mailings
  70

Applicant Information

- Applicant Name *
  Kevin Schneidmiller

- Company
  Greenstone-Kootenai ll

- Phone *
  509-458-5860

- Email *
  kschneidmiller@greenstonehomes.com

- Address *
  N.1421 Meadowwood Lane Ste.200

  City, State & Zip Code
  Liberty Lake, WA 99019
Application Information

Amendment *
Major

Applicant Type *
Other

Existing Zoning
R-1/ w PUD overlay

Adjacent Zoning
R-1/ w PUD overlay

Current Land Use
Agriculture

Adjacent Land Use
R-1

Description of Project/Reason for Request *
Montrose was entitled as a PUD in 1998. The subject area had some cluster housing area shown in the PUD. This amendment proposes to eliminate those cluster housing areas and show all single family detached lots. This amendment also has changes to the local access street layout. This proposal eliminates many of the cul-de-sacs shown in the original design. We are proposing to include a design standard deviation to increase lot coverage from 40 percent allowed under the City of Post Falls municipal code to 50 percent for the Montrose PUD.

Owner Information

Name *
Kevin Schneidmiller

Company
Schneidmiller Land Company /Schneidmiller Brothers

Phone *
509-599-9255
**Application Certification**

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

✔

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

✔

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

✔ Kevin Schneidmiller

   Jun 16, 2022
Details
Submitted on Jul 6, 2022 at 9:52 am

Attachments
17 files

Activity Feed
Latest activity on Aug 26, 2022

Applicant
Kevin Schneidmiller

Location
Point Location: 47.7281, -116.9777

Timeline

**Completeness Review**
Completed Jul 19, 2022 at 12:55 pm

**GIS Review**
Completed Jul 21, 2022 at 11:39 am

**Polygon Creation**
Completed Jul 28, 2022 at 12:43 pm

**Custom Payment**
Paid Aug 8, 2022 at 9:23 am

**Schedule for Public Hearing**
Completed Aug 8, 2022 at 9:23 am

**Completeness Review**
Completed Aug 8, 2022 at 9:31 am

**Maps created**
Completed Aug 26, 2022 at 11:50 am

Staff Report
In Progress

Engineering Review
Review

Parks Review
Review

Waste Water Review
Review

Notice
Review

Site Posting
Review

Reasoned Decision
Review

Planning and Zoning Consent Calendar
Review

MDA
Review

Engineering Review
Review

Planning Review
Review

Signature/Applicant Review
Review

City Council Consent Calendar
Review

Recorded Copy to Applicant
Review

Mailing Fees

Number of Notices *
72
Application Information

Did a Subdivision Pre-app take place? *
Yes

Applicant Type *
Other

Proposed Subdivision Name *
Montrose 2022

Number of Lots *
306

Size of Site
73.54

Average Size of Lots
6,000

Existing Zoning
R-1 with PUD overlay

Adjacent Zoning
R-1

Current Land Use
Agriculture

Adjacent Land Use
Residential

Density
4.15 lots/acre

Description of Project *
Preliminary subdivision of 73.72 acres into Single Family lots. The project is located in the Montrose PUD which was proposed and approved in 1998. This proposal continues the master planning of Montrose including linear and pocket park open space. It also continues the master trail system within the Montrose PUD as well has connections to the greater trail system of Post Falls. The overall open space of Montrose continues to exceed the 10 percent required by the PUD standards. This proposal will complete the northern part of Montrose and will be built out over the next 6-8 years.

**Site Information**

Comprehensive Plan Designation
Low Density Residential

Location of Proposed Access to Site
East of McGuire Road and south of Poleline Avenue

Street(s) Serving the Project (provide ROW and pavement width)
Poleline, Clarkfork PKWY, Chetco, Wollaston and Skagit

Size & Point of Water Connection
15" water line in Clark Fork PKWY and 12" water line in Midway Avenue with 8" lines in local access streets

Size & Point of Sewer Connection
10" sewer mainline located in Chetco extending across BNSF rail line to feed NE portion of Proposal

Name & Location of Nearest School
West Ridge Elementary School located on Clark Fork PKWY within the Montrose PUD

Location of, and Distance to, Nearest Fire Station or Sub-Station
West Seltice 1.89 miles

Physical Description of Site (topography, cover, features)
Relatively flat with no slopes greater than 5%
Any Physical Limitations? (Rock outcrops, Slope, etc.)
No

Owner Information

Name *
Schneidmiller Land Company/Schneidmiller Partners

Company

Phone *
509-599-9255

Email *
kschneidmi@aol.com

Address *
N. 1511 Chase Rd.

City, State, Zip Code
Post Falls, ID 83854

Application Certification

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

✔ Kevin Schneidmiller
   Jun 8, 2022
Overview
The Montrose Planned Unit Development (P.U.D) was originally proposed in 1997. The project was approved in 1998 and included approximately 467 acres. The original plan included areas of cluster residential housing. To date all of the areas proposed as cluster housing have been developed as traditional single-family housing. The removal of cluster housing and Multi-Family housing from phase four and five of the original Montrose PUD phasing plan reduces the total number of approved units from 769 to 465 units. This proposal continues the theme of developing single-family detached housing. This preliminary subdivision request and associated P.U.D amendment encompasses 73.72 acres and includes 306 lots. The request is consistent with surrounding uses and contains less density than cluster housing would have provided.

Overall Concept and Proposed Changes
The preliminary subdivision proposal is consistent with how Montrose has been developed to date. Trails and open space being proposed are very consistent with the original design of the Montrose P.U.D. The proposal is bordered by poleline Avenue to the North, McGuire Rd to the west and previously developed areas of Montrose to the south and east. This request is split by the BNSF rail line, the plan has always been that at such time the rail line is no longer needed it would be converted to a multi-use trail. The Montrose trail system has always been planned with this in mind with future connection to the trail being possible from various points in Montrose. Poleline Avenue, McGuire Rd, Clark Fork Pkwy and Midway Avenue will serve the proposal.

Zoning
The proposal is consistent with current zoning which is R-1 with a P.U.D overlay. It is also consistent with surrounding zoning and uses.

Montrose P.U.D Site Standards
We are requesting one modification to previously approved P.U.D site standard. Current City of Post Falls Municipal Code allows forty percent (40%) lot coverage in the R-1 zone. We are requesting a change to fifty percent (50%) lot coverage within the Montrose P.U.D... The reason for this request is many time when permitting for a home items such as cover back patios and three car garages push the permit request above the 40%. This is somewhat due to the fact that over time the lots sizes have more often than not have trended towards the lower end of the allowable lot coverage for R-1 zoning.
MONTROSE PHASING PLAN

SCHEDULE OF IMPROVEMENTS

PHASE: 4

DEVELOPMENT:

RESIDENTIAL UNITS

SINGLE FAMILY: 265
CLUSTER: 68
MULTIFAMILY: 162

INDUSTRIAL PARK ACREAGE: 3.9
RETAIL CENTER ACREAGE: 0
OFFICE PARK ACREAGE: 0

Revised Phase Units based on SubD-22-10 Request. Note these unit counts include what has been previously constructed within the orginal phasing plan.

OPEN SPACE / RECREATIONAL IMPROVEMENTS: Completion of neighborhood park (1.9 Acres) prior to the final platting of 150 lots in phase 4; completion of trail system and streetscape landscaping as the roads are constructed.

SEWER IMPROVEMENTS: Connection to existing sewer on-site. Complete sewer stub connections to McGuire Road to provide sewer service connections for adjacent property as shown on the overall sewer plan. Construction of sewer pump station as part of initial final plat of lots in phase 4 area.

WATER IMPROVEMENTS: Connection to existing water main on-site.

STORMWATER CONTROL IMPROVEMENTS: Completion of on-site stormwater swales and ponds required for all roads constructed.

TRAFFIC / CIRCULATION IMPROVEMENTS: Completion of internal circulation per master plan design. Complete the construction of Street “B” from Street “A” to McGuire Road as part of the initial final plat of residential lots within phase 4; Complete the construction of Street “E” from Empire Center Road to McGuire Road as part of the final plat of lots within phase 4; completion of half street improvements to McGuire Road (including half road, curbing, sidewalk / pathway and storm drainage) adjacent to areas platted and under construction. Half street improvements to McGuire Road from the trail road crossing to Seltice will be completed as part of the final platting within phase 4.
MONTROSE PHASING PLAN

SCHEDULE OF IMPROVEMENTS

PHASE: 5

DEVELOPMENT:

<table>
<thead>
<tr>
<th>Type</th>
<th>Revised Phase Units</th>
<th>Revised Phase Units based on Sud-22-10 request. Note these unit counts include what has been previously constructed within original phasing plan.</th>
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<tr>
<td>RESIDENTIAL UNITS</td>
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<tr>
<td>SINGLE FAMILY:</td>
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<td>187</td>
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<tr>
<td>CLUSTER:</td>
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<td>MULTIFAMILY:</td>
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<tr>
<td>RETAIL CENTER ACERAGE</td>
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<td></td>
</tr>
<tr>
<td>OFFICE PARK ACERAGE</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

OPEN SPACE / RECREATIONAL IMPROVEMENTS: Completion of trail system and streetscape landscaping as the roads are constructed.

SEWER IMPROVEMENTS: Connection to existing sewer on-site. Complete sewer stub connections to Pole Line Road to provide sewer service connections for adjacent property as shown on the overall sewer plan.

WATER IMPROVEMENTS: Connection to existing water main on-site.

STORMWATER CONTROL IMPROVEMENTS: Completion of on-site stormwater swales and ponds required for all roads constructed.

TRAFFIC / CIRCULATION IMPROVEMENTS: Completion of internal circulation per master plan design. Complete the construction of Street “A” from the railroad crossing to Pole Line Road; completion of half street improvements (including half road, curbing, sidewalk / pathway and storm drainage) to Pole Line Road from the railroad crossing to the existing improvements completed in phase 1 as areas are platted and under construction.
Fourteenth Addition;

Containing 75.23 Acres more or less

chord bearing and distance of N07°35'06"E, 120.05 feet;

S

Subject to all easements of record

2) Thence Westerly along said curve through a central angle of 01°39'05" an arc distance of 36.52 feet;

1) N07°27'08"E a distance of 119.32 feet to the beginning of a non-tangent curve concave to the South and having a radius of 1267.00 feet and a

10) S44°16'05"W (Record S43°21'08"W) a distance of 88.49 feet (Record 88.58 feet) to the POINT OF BEGINNING.

Southeast Corner of Tract C of said Montrose Fourteenth Addition; thence along the Easterly and Northerly Boundary of said Montrose Fourteenth Addition the following (12) twelve courses:

250.00 feet and a chord bearing and distance of S08°02'49"W (Record S07°07'52"W), 59.83 feet;

7) S01°10'29"W (Record S00°15'32"W a distance of 168.20 feet to the beginning of a tangent curve concave to the West and having a radius of 20.00 feet and a chord bearing and distance of S42°33'18"E (Record S43°28'17"E), 27.65 feet;

3) S00°30'47"E (Record S01°25'44"E) a distance of 60.16 feet to the beginning of a non-tangent curve concave to the South and having a radius of 20.00 feet and a chord bearing and distance of S45°43'55"E (Record S46°38'52"E a distance of 9.50 feet to the center line of Tract I of said Montrose Seventh Addition; thence along said center line the following (3) three courses:

S45°43'55"E (Record N46°38'52"W) a distance of 25.13 feet; thence S44°16'05"W (Record S43°21'08"W a distance of 57.00 feet; thence S47°26'37"W (Record S46°31'43"W) ,28.90 feet;

5) S01°10'27"W (Record S00°15'32"W) a distance of 206.20 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 20.00 feet and a chord bearing and distance of S42°33'18"E (Record S43°28'17"E) 27.65 feet;

5) N86°05'10"W (Record N87°00'07"W) a distance of 112.18 feet;

4) Thence Southeasterly along said curve through a central angle of 63°53'53" an arc distance of 22.30 feet;

3) S88°50'25"W a distance of 119.54 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 20.00 feet and a chord bearing and distance of S54°20'14"E (Record S55°15'11"E), 21.17 feet;

2) S87°24'50"W a distance of 55.02 feet;

1) S88°57'24"W a distance of 120.00 feet;

4) Thence Southerly along said curve through a central angle of 87°27'38" (Record 87°27'40") an arc distance of 30.53 feet;

7) S00°42'02"E (Record S01°36'57"E) a distance of 54.16 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 20.00 feet and a chord bearing and distance of S42°33'18"E (Record S43°28'17"E) 27.65 feet;

9) S01°10'27"W (Record S00°15'32"W) a distance of 206.20 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 20.00 feet and a chord bearing and distance of S42°33'18"E (Record S43°28'17"E) 27.65 feet;

5) N86°05'10"W (Record N87°00'07"W) a distance of 112.18 feet;

2) S07°50'57"E a distance of 13.04 feet;

1) S82°30'54"W a distance of 176.39 feet;

2) Thence Southerly along said curve through a central angle of 87°27'38" (Record 87°27'40") an arc distance of 30.53 feet;

1) S88°57'24"W a distance of 120.00 feet;

2) Thence Southerly along said curve through a central angle of 45°18'42" an arc distance of 438.52 feet to the Northeast corner of Lot 9, Block 3

Montrose First Addition, Recorded in Book I of plats, Pages 106 thru 106B; thence along the Westerly Boundary line the following (9) nine courses;

1.49+00.00 feet to the Westerly Right of Way Line of Burlington Northern Santa Fe Railroad; thence S45°43'55"E along said Westerly Right of way Line a

distance of 782.40 feet; thence S88°49'31"E a distance of 373.33 feet to the West Line of the Northeast Quarter of said Section 33; thence continuing S88°49'31"E a distance of 1116.02 feet; thence S01°10'27"W a distance of 25.00 feet to the Northwest Corner of Tract D of

Montrose Seventh Addition, Recorded in Book J of Plats, pages 213 thru 213C; thence along said West Line the following (7) seven courses:

1.49+00.00 feet to the Westerly Right of Way Line of McGuire Road; thence N00°35'44"E along said Right of way Line a distance of 316.97 feet to the

point being on the Easterly Right of Way Line of McGuire Road; thence N45°43'55"W along said Right of Way Line a distance of 25.13 feet; thence S44°16'05"W (Record S43°21'08"W a distance of 57.00 feet; thence S54°20'14"E (Record S55°15'11"E), 21.17 feet; thence S47°26'37"W (Record S46°31'43"W) ,28.90 feet;

5) S01°10'27"W (Record S00°15'32"W) a distance of 206.20 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 20.00 feet and a chord bearing and distance of S42°33'18"E (Record S43°28'17"E) 27.65 feet;

4) Thence Southeasterly along said curve through a central angle of 63°53'53" an arc distance of 22.30 feet;

3) S88°50'25"W a distance of 119.54 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 20.00 feet and a chord bearing and distance of S54°20'14"E (Record S55°15'11"E), 21.17 feet;

2) S87°24'50"W a distance of 55.02 feet;

8) Thence Southerly along said curve through a central angle of 87°27'38" (Record 87°27'40") an arc distance of 30.53 feet;

7) S00°42'02"E (Record S01°36'57"E) a distance of 54.16 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 20.00 feet and a chord bearing and distance of S42°33'18"E (Record S43°28'17"E) 27.65 feet;

6) N85°51'40"W (Record N86°46'37"W) a distance of 6.29 feet;

5) N86°05'10"W (Record N87°00'07"W) a distance of 112.18 feet;

4) Thence Southeasterly along said curve through a central angle of 63°53'53" an arc distance of 22.30 feet;

3) S88°50'25"W a distance of 119.54 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 20.00 feet and a chord bearing and distance of S54°20'14"E (Record S55°15'11"E), 21.17 feet;

2) S07°50'57"E a distance of 13.04 feet;

1) S82°30'54"W a distance of 176.39 feet;

2) N89°24'13"W a distance of 130.00 feet to the POINT OF BEGINNING.
June 28, 2022

Mr. Kevin Schneidmiller
1421 N. Meadowwood Lane, Ste. 200
Liberty Lake, WA 99019
kschneidmiller@greenstonehomes.com

RE: Preliminary Subdivision Water Plan Montrose 2022 Sheet 5 of 7 (subject)

Dear Mr. Schneidmiller:

The project is located within the boundary of EGID, and eligible to receive both Domestic and Irrigation water.

We have the capacity, willingness, and intent to serve the Subject subdivision conditional upon final review, and acceptance of the project drawings, and adherence to District Bylaws and Policies

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

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

Sincerely,

[Signature]

Ron Wilson
District Manager
ron@eastgreenacres.org

RW/ljs

cc: Doug Desmond, ddesmond@greenstonehomes.com
    Rob Palus, rpalus@postfallsidaho.org
Schneidmiller Entities

6/23/2022

Jon Manley
Planning Director
City Of Post Falls

Mr. Manley,
This letter is authorization that Greenstone-Kootenai II is authorized to represent Schneidmiller Land Company and Schneidmiller Brothers in the matter of the 2022 Preliminary Subdivision and Planned Unit Development application, as it relates to the Montrose PUD.

Sincerely,

Kevin Schneidmiller
Secretary Treasurer
CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: June 27, 2022

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

[Signature]
Authorized Countersignature

North Idaho Title Insurance, Inc.
Company Name

601 East Front Avenue Suite 204
Coeur d'Alene, ID 83814
City, State

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.
1. **Definition of Terms** - The following terms when used in the Guarantee mean:
   (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company,
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.

2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
   (a) 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.
   (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
   (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
   (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
      (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

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

4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its option as hereinabove set forth, in no case shall it be prejudiced by the failure and then only to the extent of the prejudice.
   (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
   (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or other governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
   (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
GUARANTEE CONDITIONS AND STIPULATIONS

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

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) by the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

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

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys’ fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay:

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

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

(a) the amount of liability stated in Schedule A;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment Loss

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

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

14. Liability Limited to This Guarantee; Guarantee Entire Contract

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company or any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

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File Number: N-62061 2222 Guarantee - (CLTA Form) Rev. 6-6-92

Page 3 of 3 for Policy Number: G-0000437207368 Agent ID: 120044
SUBDIVISION GUARANTEE
SCHEDULE A

Order No.: N-62061
Guarantee No.: G-0000437207368
Date of Guarantee: June 27, 2022
Amount of Liability: $1,000.00
Premium: $350.00

1. Name of Assured:

   The County of Kootenai and any City within which said subdivision is located.

2. Subdivision Map Reference:

   Montrose

3. The map referred to above recites that it is a subdivision of the following described Land:

   See Exhibit "A" Attached for Legal Description

4. ASSURANCES:

   According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

   Schneidmiller Land Company, a Washington Corporation and Schneidmiller Partners and Greenstone-Kootenai, Inc., an Idaho corporation and Atlas Homes, LLC, an Idaho Limited Liability Company, as their interests appear of record

Issued By:
North Idaho Title Insurance, Inc.
601 E. Front Avenue
Coeur d'Alene, ID 83814
Agent ID: 120044

[Signature]
Authorized Countersignature
A portion of the Northwest Quarter of Section 33, Township 51 North, Range 5 West, Boise Meridian, in the City of Post Falls, Kootenai County, Idaho, more particularly described as follows:

BEGINNING at the Northwest Corner of Lot 13, Block 2 of Montrose Fourteenth Addition, Recorded in Book L of Plats, Pages 657 thru 657C, said point being on the Easterly Right of Way Line of McGuire Road; thence N00°35′44″E along said Right of way Line a distance of 316.97 feet to the Southerly Right of Way Line of Spokane International Railroad; thence N61°23′54″E along said Railroad Right of Way Line a distance of 1579.23 feet; thence S45°43′55″E a distance of 134.00 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 125.00 feet and a chord bearing and distance of S72°17′49″E, 111.80 feet; thence Southeasterly along said curve through a central angle of 53°07′48″ an arc distance of 115.91 feet to the Westerly Right of Way Line of Burlington Northern Santa Fe Railroad; thence S45°43′55″E along said Westerly Right of way Line a distance of 875.37 feet to the Northwest Corner of Lot 1, Block 2 of Montrose Seventh Addition, Recorded in Book K of Plats, pages 313 thru 313C; thence S44°16′05″W (Record S43°21′08″W) a distance of 118.50 feet (Record 118.42 feet) to the Easterly Right of way Line of Santiam Drive; thence N45°43′55″W (Record N46°38′52″W) a distance of 25.13 feet; thence S44°16′05″W (Record S43°21′08″W a distance of 57.00 feet; thence S45°43′55″E (Record S46°38′52″E a distance of 9.50 feet to the center line of Tract I of said Montrose Seventh Addition; thence along said center line the following (2) two courses;

1) S44°16′05″W (Record S43°21′08″W) a distance of 59.17 feet to the beginning of a tangent curve concave to the East and having a radius of 554.50 feet and a chord bearing and distance of S21°36′45″W, 427.18 feet;

2) Thence Southerly along said curve through a central angle of 45°18′42″ an arc distance of 438.52 feet to the Northeast corner of Lot 9, Block 3 of Montrose Thirteenth Addition, Recorded in Book L of Plats, Pages 524 thru 524C; thence along the Northerly and Westerly Boundary Line the following (4) four courses;

1) S88°57′24″W a distance of 120.00 feet;

2) S87°24′50″W a distance of 55.02 feet;

3) S88°50′25″W a distance of 119.54 feet to the beginning of a non-tangent curve concave to the East and having a radius of 851.38 feet and a chord bearing and distance of S04°16′42″E, 93.69 feet;

4) Thence Southerly along said curve through a central angle of 06°18′29″ an arc distance of 93.73 feet to the Northeast corner of Lot 2, Block 5 of Montrose Eleventh Addition, Recorded in Book L of Plats, Pages 361 thru 361B; thence along said Northerly Boundary line the following (5) five courses;

1) S82°30′54″W a distance of 176.39 feet;

2) S07°50′57″E a distance of 13.04 feet;

3) N89°26′24″W a distance of 393.63 feet to the beginning of a tangent curve concave to the North and having a radius of 853.00 feet and a chord bearing and distance of N82°59′44″W, 191.48 feet;

4) Thence Westerly along said curve through a central angle of 12°53′19″ an arc distance of 191.88 feet;

5) N76°33′04″W a distance of 32.58 feet to the Northwest Corner of Lot 1, Block 3 of said Montrose Eleventh Addition, said point is also the Southeast Corner of Tract C of said Montrose Fourteenth Addition; thence along the Easterly and Northerly Boundary of said Montrose Fourteenth Addition the following (12) twelve courses:
1) N07°27'08"E a distance of 119.32 feet to the beginning of a non-tangent curve concave to the South and having a radius of 1267.00 feet and a chord bearing and distance of N79°28'10"W, 36.52 feet;
2) Thence Westerly along said curve through a central angle of 01°39'05" an arc distance of 36.52 feet;
3) N10°05'27"E a distance of 54.03 feet to the beginning of a non-tangent curve concave to the West and having a radius of 547.00 feet and a chord bearing and distance of N07°35'06"E, 120.05 feet;
4) Thence Northerly along said curve through a central angle of 12°35'59" an arc distance of 120.29 feet to the Northeast corner of said Montrose Fourteenth Addition;
5) N81°56'27"W a distance of 74.60 feet;
6) N85°07'29"W a distance of 74.68 feet;
7) N87°33'41"W a distance of 70.62 feet;
8) N88°58'57"W a distance of 292.93 feet;
9) N00°35'44"E a distance of 6.56 feet;
10) N89°24'13"W a distance of 174.00 feet;
11) S00°35'44"W a distance of 10.42 feet;
12) N89°24'13"W a distance of 130.00 feet to the POINT OF BEGINNING.

TOGETHER with a portion of the North Half of said Section 33 more particularly described as follows:
BEGINNING at the Northwesterly Corner of Tract H of Montrose Seventh Addition, Recorded in Book K of Plats, Pages 313 thru 313C, said point being on the Northerly Right of Way Line of the Burlington Northern Santa Fe Railroad; thence N45°43'55"W along said Right of Way Line a distance of 805.61 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 125.00 feet and a chord bearing and distance of N30°23'47"E, 10.18 feet; thence Northeasterly along said curve through a central angle of 04°40'10" an arc distance of 10.19 feet; thence N28°36'10"E a distance of 158.38 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 375.00 feet and a chord bearing and distance of N61°24'16"E a distance of 396.43 feet to the beginning of a tangent curve concave to the South and having a radius of 250.00 feet and a chord bearing and distance of N76°17'22"E, 128.44 feet; thence Easterly along said curve through a central angle of 29°46'13" an arc distance of 129.90 feet; thence S88°49'31"E a distance of 206.18 feet to the West Line of the Northeast Quarter of said Section 33; thence continuing S88°49'31"E a distance of 1116.02 feet; thence S01°10'27"W a distance of 25.00 feet to the Northwest Corner of Tract D of Montrose First Addition, Recorded in Book I of plats, Pages 106 thru 106B; thence along the Westerly Boundary line the following (9) nine courses;
1) Continuing S01°10'27"W (Record S01°15'32"W) a distance of 175.72 feet;
2) N86°17'12"W (Record N87°12'07"W) a distance of 23.02 feet
3) S03°42'48"W (Record S02°47'53"W) a distance of 54.00 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 20.00 feet and a chord bearing and distance of S42°33'18"E (Record S43°28'17"E) 27.65 feet;
4) Thence Southerly along said curve through a central angle of 87°27'38" (Record 87°27'40") an arc distance of 30.53 feet;
5) S01°10'27"W (Record S00°15'32"W) a distance of 206.20 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 20.00 feet and a chord bearing and distance of S47°26'37"W (Record S46°31'43"W), 28.90 feet;
6) Thence Southwesterly along said curve through a central angle of 92°32'21" (Record 92°32'20") an arc distance of 32.30 feet;
7) S00°42'02"E (Record S01°36'57"E) a distance of 54.16 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 20.00 feet and a chord bearing and distance of S42°33'18"E (Record S43°28'17"E), 27.65 feet;
8) Thence Southerly along said curve through a central angle of 87°27’38” (Record 87°27’40”) an arc distance of 30.53 feet;
9) S01°10’27”W (Record S00°15’32”W) a distance of 102.49 feet to the Northeast Corner of Montrose Sixth Addition, Recorded in Book J of Plats, Pages 230 thru 230E; thence along the Northerly Boundary Line of said Montrose Sixth Addition and the Northerly boundary Line of Montrose Seventh Addition, Recorded in Book K of plats, pages 313 thru 313C, N86°17’10”W (Record N87°12’07”E) a distance of 1140.87 feet; thence along the westerly Boundary Line of said Montrose Seventh Addition the following (10) ten courses;
1) S01°10’29”W (Record S00°15’32”W) a distance of 100.71 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 20.00 feet and a chord bearing and distance of S47°26’38”W (Record S46°31’43”W), 28.90 feet;
2) Thence Southwesterly along said curve through a central angle of 92°32’23” (Record 92°32’21”) an arc distance of 32.30 feet;
3) S00°30’47”E (Record S01°25’44”E) a distance of 60.16 feet to the beginning of a non-tangent curve concave to the South and having a radius of 20.00 feet and a chord bearing and distance of S54°20’14”E (Record S55°15’11”E), 21.17 feet;
4) Thence Southeasterly along said curve through a central angle of 63°53’53” an arc distance of 22.30 feet;
5) N86°05’10”W (Record N87°00’07”W) a distance of 112.18 feet;
6) N85°51’40”W (Record N86°46’37”W) a distance of 6.29 feet;
7) S01°10’29”W (Record S00°15’32”W a distance of 168.20 feet to the beginning of a tangent curve concave to the West and having a radius 250.00 feet and a chord bearing and distance of S08°02’49”W (Record S07°07’52”W), 59.83 feet;
8) Thence Southerly along said curve through a central angle of 13°44’39” (Record 13°44’40”) an arc distance of 59.97 feet;
9) N75°04’51”W (Record N75°59’48”W) a distance of 95.83 feet;
10) S44°16’05”W (Record S43°21’08”W) a distance of 88.49 feet (Record 88.58 feet) to the POINT OF BEGINNING.
EXHIBIT "B" – EXCEPTIONS

1. General taxes for the year 2022, a lien in the process of assessment, not yet due or payable.

2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

3. Assessments for the City of Post Falls, if any, which are excluded from the coverage afforded hereby.

4. Assessments for the East Greenacres Irrigation District, if any, which are excluded from the coverage afforded hereby.

5. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded February 9, 1929, as (instrument) Book 93 of Deeds, Page 321, Official Records:
   Purpose: The right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage
   Document Link

6. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to The Washington Water Power Company, in deed recorded April 12, 1930, as (instrument) Book 95 of Deeds, Page 131, Official Records.
   Document Link

7. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to The Washington Water Power Company, in deed recorded May 24, 1930, as (instrument) Book 95 of Deeds, Page 253, Official Records.
   Document Link

8. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded May 31, 1956, as (instrument) Book 163 of Deeds, Page 572, Official Records:
   Purpose: Pipeline Easement
   Document Link

9. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded October 7, 1957, as (instrument) Book 170 of Deeds, Page 245, Official Records:
   Purpose: Pipeline Easement
   Document Link

10. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded December 16, 1957, as (instrument) Book 171 of Deeds, Page 190, Official Records:
    Purpose: A right to lay, operate and maintain water pipe for the transportaion of water
    Document Link
11. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded December 16, 1957, as (instrument) Book 171 of Deeds, Page 193, Official Records:
    Purpose: Water System Easement
    Document Link

12. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded June 14, 1973, as (instrument) 627290, Official Records:
    Purpose: Water pipeline easement
    Document Link

13. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded June 14, 1973, as (instrument) 628050, Official Records:
    Purpose: Water Pipeline Easement
    Document Link

14. Covenants, conditions and restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in the deed from Chicago, Milwaukee, St. Paul and Pacific Railroad Company, recorded December 30, 1976, as (instrument) 719146, Official Records.
    Document Link

15. Contract Concerning the Eligibility of Excess Land to receive water withdrawn from the East Greenacres Irrigation Works, and the terms and conditions thereof, recorded May 6, 1977, as (instrument) 729424, Official Records.
    Document Link

    Document Link

17. City of Post Falls Ordinance No. 790, and the terms and conditions thereof, recorded December 23, 1994, as (instrument) 1382606, Official Records.
    Document Link

18. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded October 2, 1996, as (instrument) 1464280, Official Records:
    Purpose: For roadway and utility purposes
    Document Link

    Document Link
    Development Agreement Addendum, recorded June 5, 2009, as (instrument) 2215326000, Official Records.
    Document Link
Development Agreement Addendum, recorded May 20, 2010, as (instrument) 2265941000  Official Records.  
Document Link

Development Agreement Addendum, recorded July 12, 2010, as (instrument) 2272717000  Official Records.

Supplemental Development Agreement, recorded October 22, 2015, as (instrument) 2520470000  Official Records.  
Document Link

Development Agreement Addendum, recorded May 9, 2017, as (instrument) 2593672000  Official Records.  
Document Link

Development Agreement Addendum, recorded May 9, 2017, as (instrument) 2593673000  Official Records.  
Document Link

Document Link

21. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded October 21, 2000, as (instrument) 2237352000, Official Records: 
Purpose: Pipeline for the transportation of natural gas and/or other related products  
Document Link

22. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded August 30, 2010, as (instrument) 2279509000, Official Records: 
Purpose: Temporary Grant of Easement for access  
Document Link

23. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded August 30, 2010, as (instrument) 2279510000, Official Records: 
Purpose: Temporary Grant of Easement for Access  
Document Link

24. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded August 30, 2010, as (instrument) 2279511000, Official Records: 
Purpose: Temporary Grant of Easement for storm water drainage  
Document Link

25. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded August 30, 2010, as (instrument) 2279512000, Official Records: 
Purpose: Water Drainage Facilities  
Document Link
26. All matters as delineated on the Official Plat of Montrose Seventh Addition, on file and of record as (instrument) Book K of Plats, Page(s) 313, Official Records of Kootenai County, State of Idaho.
   Document Link

27. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as ordered in a document recorded September 26, 2011, as (instrument) 2328714000, Official Records:
   Purpose:  telecommunications cable system
   Document Link

28. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded February 13, 2012, as (instrument) 2345998000, Official Records:
   Purpose:  Temporary Utility Easement
   Document Link

   Document Link

   Document Link

31. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded June 19, 2019, as (instrument) 2698022000, Official Records:
   Purpose:  Construction, improvement, operation and maintenance of sidewalks, utilities, and drainage improvements
   Document Link

32. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded June 19, 2019, as (instrument) 2698023000, Official Records:
   Purpose:  Temporary Construction Easement
   Document Link

*********************   End of Schedule B   *********************
NOTICE AT COLLECTION AND PRIVACY POLICY
Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).
4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

7. Minors

We don't collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed https://www.mlhc.com/privacy-policy. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA  95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at https://www.mlhc.com/privacy-policy and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA  95661 or privacy@mlhc.com.
10. Requests Under the California Consumer Privacy Act ("CCPA")

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

11. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to privacy@mlhc.com; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.
Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.  Placer Title Co.
Montana Title and Escrow Co.  Placer Title Insurance Agency of Utah
National Closing Solutions, Inc.  Premier Title Agency
National Closing Solutions of Alabama  North Idaho Title Insurance Co.
National Closing Solutions of Maryland  Texas National Title
Premier Reverse Closings  Western Auxiliary Corp.
Centric Title and Escrow  Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

**We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.
STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your creditworthiness.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you—For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

| How often do the Stewart Title companies notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How do the Stewart Title Companies protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards. |
| How do the Stewart Title Companies collect my personal information? | We collect your personal information, for example, when you request insurance-related services; provide such information to us. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. |
| What sharing can I limit? | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances. |

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

<table>
<thead>
<tr>
<th>Category</th>
<th>Examples</th>
<th>Collected?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Identifiers.</td>
<td>A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.</td>
<td>YES</td>
</tr>
<tr>
<td>B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).</td>
<td>A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.</td>
<td>YES</td>
</tr>
<tr>
<td>C. Protected classification characteristics under California or federal law.</td>
<td>Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).</td>
<td>YES</td>
</tr>
<tr>
<td>D. Commercial information.</td>
<td>Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.</td>
<td>YES</td>
</tr>
<tr>
<td>Category</td>
<td>Description</td>
<td>YES</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>E. Biometric information.</td>
<td>Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.</td>
<td></td>
</tr>
<tr>
<td>F. Internet or other similar network activity.</td>
<td>Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.</td>
<td></td>
</tr>
<tr>
<td>G. Geolocation data.</td>
<td>Physical location or movements.</td>
<td></td>
</tr>
<tr>
<td>H. Sensory data.</td>
<td>Audio, electronic, visual, thermal, olfactory, or similar information.</td>
<td></td>
</tr>
<tr>
<td>I. Professional or employment-related information.</td>
<td>Current or past job history or performance evaluations.</td>
<td></td>
</tr>
<tr>
<td>J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).</td>
<td>Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.</td>
<td></td>
</tr>
<tr>
<td>K. Inferences drawn from other personal information.</td>
<td>Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.</td>
<td></td>
</tr>
</tbody>
</table>

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

**Use of Personal Information**

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
• To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
• To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
• Auditing for compliance with federal and state laws, rules and regulations.
• Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
• To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:
• Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
• Affiliated Companies
• Litigation parties and attorneys, as required by law.
• Financial rating organizations, rating bureaus and trade associations.
• Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.
Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
• Visiting http://stewart.com/ccpa

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

• Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

• Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request’s receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily usable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

• Deny you goods or services.
• Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
• Provide you a different level or quality of goods or services.
• Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart’s website and update the notice’s effective date. Your continued use of Stewart’s website following the posting of changes constitutes your acceptance of such changes.
Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

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

**Website:** [http://stewart.com/ccpa](http://stewart.com/ccpa)

**Email:** Privacyrequest@stewart.com

**Postal Address:** Stewart Information Services Corporation

  Attn: Mary Thomas, Deputy Chief Compliance Officer

  1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056
October 17\(^{th}\), 2022

Amber Blanchette  
Planning Administrative Specialist  
amberb@postfallsidaho.org

Re: Montrose 2022 PUD Amendment and Subdivision File No. PUDA-22-1/SUBD-22-10

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

Respectfully submitted,

Mark J. Brantl  
Captain  
Post Falls Police Department
Hi Amber,

We have reviewed and do not have any comments on the attached project.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 55th Avenue | Commerce City, CO 80022
Phillips 66

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Monday, October 17, 2022 1:33 PM
To: Ali Marienau <AMarienau@kmpp.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_2Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@ltd.idaho.gov>; Brittany Stottlemeyer <brittany.stottlemeyer@avistacorp.com>; CDA GARAGE <jennifer@cdagarage.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 <riedeman@kec.com>; Dan Ryan <dannk@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdtelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (Ziply) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.dewey@usps.gov>; Diane URA <diane@ura.gov>; Dylan Owens <dylan.owens@tdtelecom.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallisidaho.org>; J McMillin <jmcmillin@postfallsoupolice.com>; Jacob Bell <jacob.bell@tdtelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jf Faulkner@postfallsidaho.org>; Jason Kinberg <jason.kimberg@ltd.idaho.gov>; Jennifer Poindexter <jcpresci@postfallsidaho.org>; Jeryl Jeryla <jeryla@kootenaifire.com>; jhofer@kec.com; John Beacham <jbeacham@postfallisidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Justine Miller <jmiller@postfallisidaho.org>; Keefer <keefier.white@twcable.com>; Kevin Linville <kevin.linville@tdtelecom.com>; Kirk <kirk.hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <kmiles@kmpp.net>; Kootenai Electric <mblyton@kec.com>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandor, AECOM <lynn.sandor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@ltd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallisidaho.org>; Michael Allen <MAllen@postfallsoupolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <mmiller@quantatelcom.com>; Naomi Tierney <ntierney@postfallis.gov>; Pat Knight <pknight@postfallsoupolice.com>
Subject: [EXTERNAL] Montrose 2022 PUD Amendment and Subdivision File No. PUDA-22-1/SUBD-22-10

Good afternoon,

Attached is the notice to jurisdiction for the named subdivision, for the Planning & Zoning meeting on November 8th. The draft staff report is on the city’s website.

Please Note: my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov

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

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

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.
FYI

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Wednesday, July 5, 2023 1:21 PM
To: Jonathon Manley <jmanley@postfalls.gov>
Cc: Sharpe, Mike R <Mike.R.Sharpe@p66.com>; Beadles, Tanner J <Tanner.J.Beadles@p66.com>
Subject: FW: NTJ for Montrose Major PUD Amendment and Subdivision

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 Jon,

Based on the location, the YPL pipeline is north of Poleline and we do not have any questions/comments at this time.

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: Jonathon Manley <jmanley@postfalls.gov>
Sent: Friday, June 23, 2023 12:39 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@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemyre <brittany.stottlemyre@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>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdtelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (Ziply) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdtelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter
Good morning,

Please see the attached notice to jurisdiction for the named Major PUD Amendment and Subdivision scheduled for Planning and Zoning on July 11th. The draft staff report can be located on the city’s
website.

Regards,

Jon Manley
Planning Manager
208.457.3344
jmanley@postfalls.gov

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

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.
June 20, 2022

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

Dear Bob,

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>School</th>
<th>2021-2022 Enrollment</th>
<th>Building Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greensferry Elementary</td>
<td>374</td>
<td>525</td>
</tr>
<tr>
<td>Mullan Trail Elementary</td>
<td>340</td>
<td>500</td>
</tr>
<tr>
<td>Ponderosa Elementary</td>
<td>420</td>
<td>570</td>
</tr>
<tr>
<td>Prairie View Elementary</td>
<td>440</td>
<td>525</td>
</tr>
<tr>
<td>Seltice Elementary</td>
<td>440</td>
<td>560</td>
</tr>
</tbody>
</table>

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.
<table>
<thead>
<tr>
<th>School</th>
<th>Enrollment</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treaty Rock Elementary</td>
<td>415</td>
<td>525</td>
</tr>
<tr>
<td>West Ridge Elementary</td>
<td>430</td>
<td>525</td>
</tr>
<tr>
<td>Post Falls Middle School</td>
<td>870</td>
<td>920</td>
</tr>
<tr>
<td>River City Middle School</td>
<td>630</td>
<td>750</td>
</tr>
<tr>
<td>Post Falls High School</td>
<td>1560</td>
<td>1800</td>
</tr>
<tr>
<td>New Vision High School</td>
<td>160</td>
<td>225</td>
</tr>
</tbody>
</table>

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

Sincerely,

Dena Naccarato  
Superintendent

Cc: Post Falls School District Board of Trustees  
    Shelly Enderud, City Administrator
October 18, 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
PFHD has no comment

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

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Monday, October 17, 2022 12:33 PM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@aviscorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemeyre <brittany.stottlemeyre@aviscorp.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@postfalls.gov>; David Sauer (Ziply) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Devine Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdsttelecom.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdsttelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfauklner@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 <jrussell@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keefer <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdsttelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmopo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McNenroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor,
FYI

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Wednesday, July 5, 2023 2:45 PM
To: Jonathon Manley <jmanley@postfalls.gov>
Subject: RE: NTJ for Montrose Major PUD Amendment and Subdivision

The Post Falls Highway District has concerns regarding the impacts to the existing roadways and intersections of the surrounding proposed location.

Many thanks,

Jonie Anderson
Post Falls Highway District
p 208.765.3717
contactus@postfallshd.com
Good morning,

Please see the attached notice to jurisdiction for the named Major PUD Amendment and Subdivision scheduled for Planning and Zoning on July 11th. The draft staff report can be located on the city’s website.
Regards,

Jon Manley  
Planning Manager  
208.457.3344  
jmanley@postfalls.gov

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Good afternoon,

Attached is the notice to jurisdiction for the named subdivision, for the Planning & Zoning meeting on November 8th. The draft staff report is on the city’s website.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov

Fear is an illusion, ready to be overcome...
From: Jonathon Manley
To: Shannon Howard; Rhiannon O Neill
Subject: FW: NTJ for Montrose Major PUD Amendment and Subdivision
Date: Wednesday, July 5, 2023 12:31:51 PM

FYI

From: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Sent: Tuesday, June 27, 2023 12:29 PM
To: Jonathon Manley <jmanley@postfalls.gov>
Subject: RE: NTJ for Montrose Major PUD Amendment and Subdivision

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.

PUDA-22-1
If the subdivision is going to be serviced by a municipal sewer system then PHD has no jurisdiction and no further comments on the proposal.

Thank You,

Ryan Johnsen, REHS
Environmental Health Specialist
Panhandle Health District
8500 N Atlas Rd
 Hayden, ID 83835
208-415-5209

From: Kristen Rondo <krondo@phd1.idaho.gov>
Sent: Monday, June 26, 2023 9:21 AM
To: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Subject: FW: NTJ for Montrose Major PUD Amendment and Subdivision

From: Jonathon Manley <jmanley@postfalls.gov>
Sent: Friday, June 23, 2023 11:39 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemyre <brittany.stottlemyre@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>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh
CAUTION: This message originated outside of Panhandle Health District. Do not click links or open attachments unless you recognize the sender, are expecting something from them, and know the content is safe. Please forward spam & phishing emails to IT Support.
Good morning,

Please see the attached notice to jurisdiction for the named Major PUD Amendment and Subdivision scheduled for Planning and Zoning on July 11th. The draft staff report can be located on the city’s website.

Regards,

Jon Manley
Planning Manager
208.457.3344
jmanley@postfalls.gov

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