

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

AGENDA

VISION STATEMENT

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life
and sound economy through excellence in government.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item F - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

6:00 P.M.

May 2, 2017

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Pace Hartfield, One Place Church

C. PLEDGE OF ALLEGIANCE

D. AMENDMENTS TO THE AGENDA: Any items added less than forty eight (48) hours prior to the meeting are added by Council motion at this time.

E. PRESENTATIONS:

1. Planning Commission Acknowledgement of Brad Jordon's 30 years of Service

Presented by: Mayor Widmyer

F. CONSENT CALENDAR: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the April 18, 2017 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the General Services and Public Works Committee Meeting Minutes from the meeting held on April 24, 2017.
4. Setting of General Services and Public Works Committees meetings for May 8, 2017 at 12:00 noon and 4:00 p.m. respectively.

5. Setting of a Public Hearing on May 16, 2017 for V-17-3: Vacation of a Portion of S. 23rd Street and all of E. Ashton Road right-of-way located in Government Lot 1, Section 19, Township 50 North, Range 3 West, B.M., City of Coeur d'Alene.
6. Approval of a Banner sign permit for the Downtown Association along Sherman Avenue between May and October 2017.
7. **Resolution No. 17-026** –
 - a. Declaration of One (1) Kohler 45 KW Portable Generator and Trailer as Surplus Property from the Water Department
 - b. Declaration of the Used Linden Well Pump Assembly as Surplus Property from the Water Department
 - c. Approval of an Agreement for Development with Hagadone Hospitality for dedication and construction of a road along Coeur d'Alene Lake Drive and dedication and construction of a shared use path along S. 23rd Street

As Recommended by the Public Works Committee

G. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

H. ANNOUNCEMENTS

1. **City Council**
2. **Mayor** - Appointment of Kathleen Shriner to the Childcare Commission

I. GENERAL SERVICES

1. **Resolution No. 17-027** - Approval of amendments the Public Art Policy
Staff Report by Sam Taylor, Deputy City Administrator
2. **Council Bill 17- 1014** - Approval of amendments to Municipal Code 1.40.020 entitled Definitions; repeal of 1.40.030 entitled General Requirements of Art; amendments to 1.40.040 (renumber 1.40.030) entitled Administrative Responsibilities; amendments to 1.40.050 (renumber 1.40.040) entitled Source of Funds.

Staff Report by Sam Taylor, Deputy City Administrator

J. PUBLIC WORKS:

1. **Council Bill 17-1015** - Approval of the repeal of Municipal Code 13.16.010D entitled Designated within the Sewer Capitalization Fee Chapter.

Staff Report by Don Keil, Assistant Wastewater Superintendent

K. OTHER BUSINESS

1. Resolution No. 17-028 – Approval of a Real Estate Purchase and Sale agreement with Bad Axe, LLC for the Atlas Mill site acquisition.

Staff Report by Michael Gridley, City Attorney

L. PUBLIC HEARINGS

1. (Legislative) Approval of conveyance of Government Way right-of-way property to Lakes Highway District, the City of Hayden and the City of Dalton Gardens.

a. **Resolution No. 17-029** – Authorizing conveyance of right-of-way title and jurisdictional authority to the City of Dalton Gardens.

b. **Resolution No. 17-030** – Authorizing conveyance of right-of-way title and jurisdictional authority to the City of Hayden.

c. **Resolution No. 17-031** – Authorizing conveyance of right-of-way title and jurisdictional authority to Lakes Highway District.

d. **Council Bill No. 17-1016** – Conveying right-of-way title to certain real property located in the City of Dalton Gardens.

e. **Council Bill No. 17-1017** – Conveying right-of-way title to certain real property located in the City of Hayden.

f. **Council Bill No. 17-1018** – Conveying right-of-way title to certain real property located in Lakes Highway District.

Presented by: Mike Gridley, City Attorney

2. (Legislative) Amendments to City fees including public parking violations, and other department fees.

a. **Resolution No. 17-032** – Approving fees for parking fee violation, special events/street closures, municipal code violations, and centennial trail user fees.

Presented by: Renata McLeod, Municipal Services Director

M. EXECUTIVE SESSION: Idaho Code 74-206 (c) - To acquire an interest in real property which is not owned by a public agency; and Idaho Code 74-206A (a) - Considering a labor contract offer or to formulate a counteroffer; and (b) Receiving information about a specific employee, when the information has a direct bearing on the issues being negotiated and a reasonable person would conclude that the release of that information would violate that employee's right to privacy.

N. ADJOURNMENT:

This meeting is aired live on CDA TV Cable Channel 19

Coeur d'Alene

CITY COUNCIL MEETING

May 2, 2017

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Council Members Edinger, English, Evans, Gookin, McEvers, Miller

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM

April 18, 2017

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room April 18, 2017 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan Gookin)	Members of Council Present
Kiki Miller)	
Dan English)	
Woody McEvers)	
Loren Ron Edinger)	
Amy Evans)	

CALL TO ORDER: Mayor Widmyer called the meeting to order.

INVOCATION: Pastor Kurt Wandrey with Peace Lutheran Church provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the pledge of allegiance.

PROCLAMATION OF APRIL 24-29, 2017 AS ARBOR WEEK – Mayor Widmyer proclaimed April 24-29, 2017 as Arbor Week. Urban Forestry Coordinator Katie Kosanke provided an update of the Arbor Week festivities including a ceremony that takes place on Saturday, April 29 at noon in McEuen Park. They will have door prizes, free seedlings, and refreshments. She noted that the City has received the Tree City USA award for the past 33 years, and will receive it again this year. Each year they hold a button design contest and this year's winner was Jacob Laumatia from the CDA Charter Academy. John Schwandt, Urban Forestry Committee member, presented a button to the Mayor and Council. Additional activities include a children's program at the Library on April 26 at 10:30 a.m. The Committee will be installing tree tags throughout the city, which will display tree care information and a note about the annual benefit of the tree. The Mayor thanked Ms. Kosanke for the outstanding urban forestry program she leads.

FISCAL YEAR 2015-2016 AUDIT REPORT –Toni Hackwith, CPA with Anderson Brothers, provided a report outlining the Audit for Fiscal Year 2015-2016. The code requires that if you receive more than \$750,000 in federal funds a single audit is required, which means in 2016 the city received both types of audits. She noted that the primary purpose of an audit is to assure the financial statements fairly state the position of the city as of a certain date, that they conform to GAAP standards, and that there are adequate disclosures. She provided the city with an independent auditor report on financial statements as an unmodified opinion. She additionally issued reports regarding compliance with each major program and on internal control over

compliance required by the uniform guidance and government accounting standards. She noted that the city's assets exceeded liabilities by \$311,350,786, which increased by \$6,467,128 from last year. Ms. Hackwith reviewed the general fund revenues and expenditures over the past five years, noting the growth in revenues and expenditures. The city's debt decreased by \$2,005,093. She noted that the wastewater fund increased revenue by \$584,165 from charges for service. Ms. Hackwith reviewed the importance of a healthy General Fund balance and that the standard set by the Government Finance Officers Association is a minimum of 5-15% of unassigned funds or no less than one to two months' worth of funds to cover operating expenditures. She additionally reviewed the Water and Wastewater funds revenues and expenses over the past five years, and recommended a review of the water fee structure to ensure the funds are self-sustaining.

Discussion ensued regarding the expenses versus revenue related to the G.O. Bond funds. Councilmember English asked for clarity regarding the water and wastewater funds sustainability and how the occasional large capital expenditures are captured. Ms. Hackwith noted that they should be factored into the user rates. Councilmember Gookin asked if the city was using cash accounting. Ms. Hackwith explained that the city uses modified accrual basis and accrual accounting for proprietary and business funds. She noted that the monthly financial statements are a cash accrual basis, which is a good method to oversee the funds. Councilmember Gookin asked for clarification regarding what is being used for depreciation. Ms. Hackwith explained that capital items such as buildings and vehicles are being depreciated in accordance to GAP accounting rules. Mayor Widmyer noted that the city budgets based on a cash basis, and reports are on a cash basis, and what the auditor does is transfer information to the accrual basis. Councilmember Edinger gave kudos to Finance Director Troy Tymesen and Deputy Finance Director Vonnie Jensen for doing a good job managing the city's finances and thanked Ms. Hackwith for her work over the past 20 plus years.

STREET PROJECTS OVERVIEW- Streets and Engineering Services Director Tim Martin provided an overview of the overlay, chip seal, and expected summer maintenance. He noted that the budget includes over \$1 Million for labor and materials for road maintenance projects, which demonstrates its importance to the city. He explained the process of chip sealing and its intent to make roads last longer between full overlays. The main chip seal areas scheduled for this year will be the E. Thomas Hill Drive and Nettleton Gulch areas. Several road projects will be underway this summer including the following major projects: Seltice Way from Northwest Boulevard to Huetter; Government Way from Hanley to Prairie; and U.S. 95 from Ironwood Drive to Emma Avenue and Ironwood Drive to Medina Avenue. He noted information is located on the city website at www.cdavid.org/projects. Councilmember Miller asked when the chip seal projects were scheduled to start. Mr. Martin noted that he is getting ready to go out to bid for the chip seal project; and clarified that this is a late summer type of project, as the weather should be as warm as it can be for the best results. He estimated that the projects would start in August and have a thirty-day contract. He clarified that the overlay program has a much shorter timeline in order to meet the need of summer time special events. Councilmember Edinger thanked Mr. Martin and his department regarding their winter snow removal.

CONSENT CALENDAR: Motion by McEvers, second by Evans to approve the consent calendar.

1. Approval of Council Minutes for the March 31, 2017, April 4, 2017, April 6, 2017 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval Financial Report
4. Approval of the General Service Meeting Minutes from the meeting held on April 10, 2017.
5. Setting of General Services and Public Works Committees meetings for April 24, 2017 at 12:00 noon and 4:00 p.m. respectively.
6. Setting of a Public Hearing on May 2, 2017 for amendments to City fees including public parking violations, and other department fees.
7. Approval of a Beer and Wine License for Midtown Pub; 826 N. 4th Street; Tomas W. Fisher (new)
8. Approval of the purchase of license plate recognition software for parking enforcement through sole-source procurement.
9. Approval of ordinance summaries for Ordinance No.'s 3551, 3552, 3553, 3554, 3560, 3563, 3564, 3565, and 3566.
10. **Resolution No. 17-022 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ALLOWING FOR THE DESTRUCTION OF RECORDS RETAINED BY THE BUILDING SERVICES, LEGAL, MUNICIPAL SERVICES, ADMINISTRATION, AND FINANCE DEPARTMENTS, OVER TWO (2) YEARS OLD OR DEEMED TEMPORARY BY THE CITY COUNCIL.**

ROLL CALL: Gookin Aye; Edinger Aye; English Aye; Miller Aye; McEvers Aye. **Motion Carried.**

PUBLIC COMMENTS:

Terry Godbout, Coeur d'Alene, noted that he is a Fort Ground neighborhood homeowner and he recently found out that the City would be conducting a seasonal closure of Fort Ground Drive from Memorial Day through Labor Day. He felt that the City should conduct a public hearing on the issue, as he believes that 3,500 vehicles a day utilize this road. He noted that at the second workshop regarding the four-corner project Dell Hatch said the most contentious subject was the closure of Mullan Avenue. The recommendation at the time was to soften the roadway. He did not hear anything further until a Homeowner's Association meeting was held regarding the final design. Steve Anthony, the Parks and Recreation Director at the time, stated that a seasonal closure could be accommodated, but it was not agreed upon at that meeting. He requested that the Council make the final decision and have a public workshop regarding the street closure. Councilmember Gookin clarified that the closure is an administrative decision, and that he is in support of the closure as it allows the area to become one big park. He expressed concern with the large amount of pedestrian traffic, which will be larger this year with the opening of the carousel.

Ken Murphy, Coeur d'Alene, noted that he lives on Park Drive and recently found out that the property will be vacated along Garden Avenue in front of his house with the intent to place 10

houses at that location. He reviewed the Idaho Code and the urban renewal agency plan and knows that they operate under the authority/direction of the local government. He believes that the City should not allow this to occur. The urban renewal agency plan noted three options for the property; use as a pedestrian walkway, extension of the park, or partial renovation of existing houses to be resold as owner-occupied. He believes that they should be extending the park and making it nicer, not building houses.

APPOINTMENTS: Mayor Widmyer asked for the appointment of Brinnon Mandel to the Planning Commission, Tom Messina and Rick Green to the Design Review Commission, Michael Drobnock to the CDATV Committee, and Mic Armon to the ignite cda Board.

DISCUSSION: Councilmember Gookin requested that the appointment of Mic Armon be discussed separately.

MOTION: Motion by Edinger, seconded by Evans to approve the appointment of Brinnon Mandel to the Planning Commission, Tom Messina and Rick Green to the Design Review Commission, Michael Drobnock to the CDATV Committee. **Motion carried.**

DISCUSSION: Councilmember Gookin explained that he believes that the one way the Council has to have authority over the urban renewal board is through appointments, which is why he will not vote for the appointment of Mic Armon. He commended Mr. Armon for the job he has done, but he has concerns regarding the selling of and developing of property at the base of Tubbs Hill. Councilmember Edinger agrees that they should protect the base of Tubbs Hill as public space, as does the Tubbs Hill Foundation. However, he believes that withholding the appointment of Mr. Armon is not the only way to send a message to the Board. Councilmember English said he would support the appointment and appreciates that there is an option for the Tubbs Hill property to stay in public use. He noted that he did not think that the appointment process should be used to make that point. Councilmember Miller concurred that withholding the appointment was not a good way to send a message and that the annual workshop with ignite would be a better forum for the property discussion. She noted that the Board has been willing to listen to the Council's opinion at past workshops. Councilmember Edinger felt that it would be a nice gesture for ignite to give the property to the City or to the Tubbs Hill Foundation.

MOTION: Motion by Evans, seconded by McEvers to approve the appointment Mic Armon to the ignite cda Board. **Motion carried with Gookin voting no.**

COUNCIL BILL 17-1011

AN ORDINANCE REPEALING THE FOLLOWING SECTIONS OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO: 2.12.020 AND 2.12.030; AMENDING SECTION 2.12.040 OF THE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF REPORT: Municipal Services Director Renata McLeod explained that during a recent public records request it brought to light that several Municipal Code sections related to appointed officials are antiquated. Municipal Code Section 2.12.020 states that the appointed official job duties shall be fixed by resolution. Idaho Code (50-207 and 50-208) provides an outline of duties for appointed positions, and the City has adopted the personnel rule systems that include all job descriptions, including those filled by appointed officials. Municipal Code 2.12.020 declares that the City Clerk shall keep three copies of each Resolution; however, the City does not adopt job duties by individual resolution (as they had upon appointment in the 1970's), rather one resolution adopting the personnel rules. The City Clerk can make certified copies of any original resolution at any time. Holding three copies is excessive. Staff recommends the repeal of Section 2.12.020 and 12.12.030 and the amendment to Section 2.12.040 to remove the references the resolution setting forth the job descriptions.

MOTION: Motion by McEvers, seconded by Edinger, to dispense with the rule and read **Council Bill No. 17-1011** once by title only.

ROLL CALL: English Aye; Edinger Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin Aye. **Motion carried.**

MOTION: Motion by McEvers, seconded by English, to adopt **Council Bill 17-1011**.

ROLL CALL: English Aye; Edinger Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin Aye. **Motion carried.**

RESOLUTION NO. 17-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT FOR THE FINANCING OF CONSTRUCTION FOR THE SELTICE WAY IMPROVEMENT PROJECT WITH THE COEUR D'ALENE URBAN RENEWAL AGENCY D/B/A IGNITE CDA.

STAFF REPORT: City Engineer Chris Bosley explained that ignite cda agreed to pay up to \$4,560,000 for construction of the Seltice Way Revitalization project, which includes \$612,000 for construction phase services. Bids were opened March 14, 2017, and the construction contract was awarded to T. LaRiviere with a Base Bid amount of \$3,904,660.08. Additional funding is being provided by Hayden Area Regional Sewer Board (HARSB), Post Falls Highway District, and the City Water Department. A written agreement is needed between ignite cda and the City of Coeur d Alene to allow for this transfer of funds.

DISCUSSION: Councilmember McEvers questioned if this amount will cover the project costs. Mr. Bosley confirmed that the amount covers the construction contract, some additional alternates and contingency.

MOTION: Motion by Gookin, seconded by Edinger to approve **Resolution No. 17-023**, approving an Agreement with ignite cda for financing of construction for the Seltice Way Project.

ROLL CALL: Edinger Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin Aye; English Aye.
Motion carried.

RESOLUTION NO. 17-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF POE ASPHALT PAVING, INC., FOR THE 2017 OVERLAY PROJECT.

STAFF REPORT: Street and Engineering Services Director Tim Martin noted that the City held a bid opening on April 11, 2017 for the 2017 Overlay project. Three bids were received as follows: Poe Asphalt and Paving, Inc. \$529,767.15; Coeur d'Alene Paving, Inc. \$561,142.00; and Interstate Asphalt & Concrete, Co. \$703,643.90. The Overlay program has \$730,000.00 budgeted and staff recommends accepting the lowest responsive bid of Poe Asphalt and Paving, Inc.

DISCUSSION: Councilmember Gookin noted that the project seems well under budget and questioned how the remaining funds will be used. Mr. Martin explained that the line item includes the funding for the chip seal project, which is estimated to be an additional \$185,000.

MOTION: Motion by McEvers, seconded by Miller to approve **Resolution No. 17-024**, approving an Agreement with POE Asphalt Paving, Inc. for the award of the 2017 Overlay.

ROLL CALL: Evans Aye; Miller Aye; McEvers Aye; Gookin Aye; English Aye; Edinger Aye.
Motion carried.

LEGISLATIVE HEARING: V-17-2: VACATION OF PORTION OF W. GARDEN AVENUE RIGHT-OF-WAY LOCATED WITHIN THE PLAT OF FORT SHERMAN ABANDONED MILITARY RESERVATION, RECORDED IN BOOK B OF PLATS AT PAGE 153A.

STAFF REPORT: Engineering Project Manager Dennis Grant noted that ignite cda has requested the vacation of a 96.5-foot wide portion of W. Garden Avenue. This right-of-way was originally dedicated to the City in the Fort Sherman Military Reserve Plat in 1908. The City is redeveloping Memorial Field, adding new recreational amenities, including a skate park, restrooms, sports courts, open play and picnic areas and constructing a new parking lot that will be accessed by Northwest Boulevard. The City is completing a land trade with the Urban Renewal District (ignite cda) to allow for park development. The purpose of the vacation is to allow the City to exchange a portion of the Garden Avenue Right-of-Way for a portion of ignite cda property. The land exchange will allow cohesive development of the new outdoor recreation facilities. He noted that he sent out 24 notices, and received two responses, one opposed and one neutral.

DISCUSSION: Councilmember Gookin asked if the property included in the land trade part of the regulations limits the use within Government Lot 48. City Attorney Mike Gridley explained

that Government Lot 48 is approximately 20 acres and this portion is a part of the original grant that requires a public park use.

PUBLIC COMMENTS: The Mayor called for public comments. With none being received, public comment was closed.

COUNCIL BILL 17-1012

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF W. GARDEN AVENUE LOCATED WITHIN THE PLAT OF THE FORT SHERMAN ABANDONED MILITARY RESERVATION, RECORDED IN BOOK B OF PLATS AT PAGE 153A, GENERALLY DESCRIBED AS A 96.5 FOOT WIDE PORTION OF THE W. GARDEN AVENUE RIGHT-OF-WAY BETWEEN N. PARK DRIVE AND THE ABANDONED BNSF RAILROAD RIGHT-OF-WAY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Miller, to dispense with the rule and read **Council Bill No. 17-1012** once by title only.

ROLL CALL: Miller Aye; McEvers Aye; Gookin Aye; English Aye; Edinger Aye; Evans Aye. **Motion carried.**

MOTION: Motion by McEvers, seconded by Miller, to adopt **Council Bill 17-1012**.

ROLL CALL: Miller Aye; McEvers Aye; Gookin Aye; English Aye; Edinger Aye; Evans Aye. **Motion carried.**

LEGISLATIVE HEARING: V-17-4 – VACATION OF ALLEY RIGHT-OF-WAY WITHIN A PORTION OF BLOCK 3, KOOTENAI ADDITION IN THE CITY OF COEUR D'ALENE AND VACATION OF RIGHT-OF-WAY OF A PORTION OF MELROSE STREET

STAFF REPORT: Engineering Project Manager Dennis Grant noted that Melrose Properties, LLC/Glacier 1919 Lincoln Way, LLC has requested the vacation of alley right-of-way within a portion of Block 3 and a portion of Melrose Street north of Emma Avenue and east of Medina Street. This right-of-way was dedicated to the City in the Kootenai Addition to the City of Coeur d'Alene plat in 1908. The dead-end alley is unimproved and not needed. Melrose Street is a dead-end Street and not needed. The property on each side of the alley and street are owned by the applicant. Several utilities exist within the alley and the street. An easement will be reserved to accommodate these utilities until such a time as they are relocated in cooperation with the

parties benefiting from, serving or being encumbered by these utilities. This easement would allow unrestricted access to the City utilities in that area. He noted that he sent out 35 notices, with no responses received.

DISCUSSION: Councilmember English asked for clarification as to why the process for vacations does not include the sale of the property. Mr. Grant explained that the Idaho Code prohibits the sale of property if the property was given to the city through a plat. When the property is vacated, the property taxes will be collected and there is potential for future development.

PUBLIC COMMENTS: The Mayor called for public comments. With none being received, public comment was closed.

COUNCIL BILL 17-1013

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING THAT PORTION OF THE ALLEY WITHIN BLOCK 3 AND MELROSE STREET, AS SHOWN ON THE PLAT OF THE KOOTENAI ADDITION TO THE CITY OF COEUR D'ALENE, RECORDED IN BOOK C OF PLATS, PAGE 8, RECORDS OF KOOTENAI COUNTY, AND GENERALLY DESCRIBED AS THAT PORTION OF THE ALLEY WITHIN BLOCK 3 AND THE MELROSE STREET RIGHT-OF-WAY NORTH OF EMMA AVENUE AND EAST OF MEDINA STREET, BEING SITUATED IN GOVERNMENT LOT 14, SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by English , seconded by McEvers, to dispense with the rule and read **Council Bill No. 17-1013** once by title only.

ROLL CALL: McEvers Aye; Gookin Aye; English Aye; Edinger Aye; Evans Aye; Miller Aye.
Motion carried.

MOTION: Motion by McEvers, seconded by Evans, to adopt **Council Bill 17-1013**.

ROLL CALL: McEvers Aye; Gookin Aye; English Aye; Edinger Aye; Evans Aye; Miller Aye.
Motion carried.

RECESS: **Motion** by Gookin, seconded by McEvers, to recess to April 27, 2017 for a workshop with staff regarding the Fiscal Year 2017/2018 strategic planning, to be held in the Library Community Room, at noon, 702 E. Front Avenue. **Motion carried.**

The meeting adjourned at 7:48 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

`April 24, 2017
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Kiki Miller
Council Member Amy Evans

CITIZENS

Terry Cooper , Downtown Association Exec. Director
Jennifer Drake, Arts Commission Chairperson

STAFF

Juanita Knight, Senior Legal Assistant
Sam Taylor, Deputy City Administrator
Jim Hammond, City Administrator
Troy Tymesen, Finance Director
Randy Adams, Chief Civil Deputy City Atty
Renata McLeod, Municipal Services Director

Item 1. Banners in Downtown Core.
(Consent Calendar)

Renata McLeod is requesting, on behalf of the Downtown Association, the placement of eight banners along Sherman Avenue for the summer season. Mrs. McLeod noted Municipal Code Chapter 15.24.090-(B) allows for Banners over Public Rights of Way by non-profit entities by permit granted by the City Council. She said this request meets all of the conditions outlined in the code. There is no cost to the City. The purchase, installation, maintenance, and removal would all be performed by the Downtown Association.

MOTION: by Miller, seconded by Evans, to recommend that Council authorize the Downtown Association to place eight banners on poles along Sherman Avenue for the summer season. Motion Carried.

Item 2. Art Policy & Public Art Fund Ordinance Revisions.
(Council Bill No. 17-027)

Sam Taylor is requesting Council adopt changes to the City's Public Art Policy and the Public Art Fund. Mr. Taylor noted that in recent years, the City Council has suggested the "Percent for the Arts" program be modified to support additional forms of art in Coeur d'Alene. Mr. Taylor said Arts Commission has unanimously recommended changes to Municipal Code Chapter 1.40 to expand use of this arts funding as well as to the Public Art Policy that would expand use of this funding to further support all arts within the community and to better fulfill the commission's purpose. Several changes within the Art Policy also seek to address how certain processes are undertaken now or for general language cleanup. Mr. Taylor went on to explain in detail the proposed changes. Mr. Taylor also noted the changes to this policy do not impact the amount of money, but only how it may be spent, providing the necessary flexibility the Arts Commission needs in order to carry out the mission given to it by the City Council through Chapter 2.84 of the Municipal Code. The policy revision does seek to bolster maintenance funding for public art pieces by explicitly stating 15 percent should be set aside based on the value of the piece.

Council Member Miller asked what other examples of art did the Commission look at. Mr. Taylor talked about a form of performing arts that could now be supported once these changes are adopted. As the code is currently written, performing arts cannot be supported.

Council Member Miller asked if this would allow the Arts Commission to partner with performing arts organizations. Jennifer Drake, Arts Commission Director, said they were approached by Council Member Gookin and the Coeur d'Alene Symphony over a year ago stating they would love to see the Commission sponsor a free public performance or help purchase musical instruments for non-profit organizations. This is a vision the Arts Commission has had for quite some time.

Council Member Evans thanked the Arts Commission and Mr. and Mrs. Drake for their effort in fine tuning these changes to expand arts in our community.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Council Bill No. 17-027 approving changes to the Public Arts Fund and changes to the City's Public Art Policy. Motion Carried.

The meeting adjourned at 12:11 p.m.

Respectfully submitted,


Juanita Knight
Recording Secretary

**PUBLIC WORKS COMMITTEE
MINUTES
April 24, 2017
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan English
Councilmember Dan Gookin

STAFF PRESENT

Troy Tymesen, Finance Director
Don Keil, Asst. WW Supt.
Amy Ferguson, Executive Asst.
Dion Holton, Water Utility Supervisor
Dennis Grant, Eng. Proj. Mgr
Randy Adams, Deputy City Attorney
Chris Bosley, City Engineer

**Item 1 Wastewater – Repeal Section of City Ordinance, subsection 13.16.010.D
Agenda**

Don Keil, Assistant Wastewater Superintendent, presented a request for council approval of the removal of a portion of the Sewer Capitalization Fee ordinance, City Code 13.16.010.D. He noted in his staff report that the section is being misread by nearly everyone that does not understand the purchase of sewer capacity. The “D” segment was re-worded in the last Comprehensive Rate Study of 2012, in an attempt to clarify some of the misread points. With the wording change, this has continued to lead to many hours of debate with city staff and with the development community. If Council elects to repeal subsection “D: from the 13.16.010 ordinance, it should not impact the City or Wastewater financially, and would prevent misinterpretation of its use by all parties. The remaining language of the ordinance is sufficient to meet the needs of a user that is mis-categorized. The section still exists under the rates portion, but the usage for commercial can vary according to the type of commercial.

Mr. Keil noted that a CAP fee is for capacity, not what is currently being used. Discussion ensued regarding different scenarios that might occur in which there would be confusion and misunderstanding of Section “D.” Mr. Keil confirmed that the CAP fee is a one-time fee to buy in to the Wastewater Plant.

MOTION: Motion by Gookin, seconded by English, to recommend that Council adopt Council Bill 17-015 repealing subsection “D” of ordinance 13.16.010. Motion carried.

**Item 2 Request to Declare One Kohler 45 KW Portable Generator and Trailer as
Surplus Property
Consent Calendar**

Dion Holton, Water Department Utility Supervisor, presented a request for council to declare a used Kohler 45 KW Portable Generator and Trailer as surplus and allow the Water Department staff to dispose of it at auction. He noted in his staff report and the Kohler Generator was declared surplus property by the Wastewater Department several years ago and was turned over to the Water Department. It has only been used occasionally to power the Elm Street Booster and loaned to the City of Plummer during a power outage that they had. The generator was manufactured in 1981 and is powered by an obsolete

“White” diesel engine. Replacement parts are hard to come by or nonexistent. Recently the water pump was changed due to a leak. The replacement was located on the East coast and cost over \$1,200. As of the last inspection, the engine’s front and rear main seals are leaking oil. Trade-in value for the generator has been estimated at \$1,200. Staff believes that the best return for the generator is to take it to the next available equipment auction for disposal. The declaration of the generator as surplus and disposal will not affect the City’s customers in any way with regard to financial impact or customer service.

MOTION: Motion by English, seconded by Gookin, to recommend Council approval of Resolution No. 17-026, declaring the Kohler 45 KW Portable Generator and Trailer as surplus and directing the Water Department staff to dispose of it at auction. Motion carried.

Item 3 Request to Declare the Used Linden Well Pump Assembly as Surplus Property for Disposal
Consent Calendar

Dion Holton, Water Department Utility Supervisor, presented a request for Council to declare the used Linden Well pump assembly as surplus property and allow the Water Department to dispose of it through sale as scrap. He stated in his staff report that as part of the Water Department’s routine pump maintenance program, the Linden well pump was pulled for inspection and rehabilitation. Inspections by the certified pump installer and department staff determined that the entire pump, shaft, spider bearings and columns are worn out and too far out of manufacturer specification to be serviceable. Replacement pump assembly components have been ordered as part of the project under the current contract. Staff would estimate the scrap value of the pump assembly to be between \$500 and \$1,000. The declaration of the pump assembly as surplus will not affect the City’s customers in any way in regard to financial impact or customer service.

MOTION: Motion by Gookin, seconded by English, to recommend Council approval of Resolution No. 17-026, declaring the used Linden Well pump assembly as surplus property for authorizing Water Department staff to dispose of it through sale as scrap. Motion carried.

Item 4 Agreement with Hagadone Hospitality for Dedication and Construction of a Road & Shared Use Path
Consent Calendar

Randy Adams, Deputy City Attorney, presented a request on behalf of Hilary Anderson, Community Planning Director, for Council approval of an Agreement between Hagadone Hospitality and the City, requiring Hagadone Hospitality to dedicate a public right-of-way and construct a road to City standards in that right-of-way, to relocate a public sewer siphon and private force main, and to construct a shared-use path as part of the Centennial Trail.

The staff report stated that Hagadone Hospitality owns two parcels of property between S. 23rd Street and E. Coeur d’Alene Lake Drive south of Mullan Avenue and north of N. Floating Green Drive. These parcels are separated by E. Ashton Road. Hagadone Hospitality has requested the vacation of E. Ashton Road for the purpose of developing these two parcels together. The City may determine that the vacation of E. Ashton Road would be expedient for the public good pursuant to Idaho Code 50-311. However, provision would have to be made for the relocation of a public sewer siphon and a private force main which are located in easements within E. Ashton Road. Hagadone Hospitality has agreed to dedicate a new right-of-way along the north side of 319 E. Coeur d’Alene Lake Drive and to construct a road within that right-of-way to City standards for the purpose of relocating the sewer siphon and force main. In

addition, Hagadone will pay for the relocation of the siphon and force main, and will construct a twelve (12) foot wide shared-use path within City right-of-way on the west side of S. 23rd Street from Mullan Avenue to the new road and within City right-of-way on the south side of the new road from S. 23rd Street to E. Coeur d'Alene Lake Drive meeting up with the Centennial Trail. In exchange, the City agrees to waive the requirement for construction of a sidewalk on E. Coeur d'Alene Lake Drive east of a future driveway on the Hagadone Hospitality property upon development of that property. It is not anticipated that the City will incur a financial impact as a result of this Agreement.

MOTION: Motion by Gookin, seconded by English, to recommend Council approval of Resolution No. 17-026, authorizing an agreement with Hagadone Hospitality for Dedication and Construction of a Road & Shared Use Path. Motion carried.

Item 5 V-17-3: Vacation of a Portion of S. 23rd Street and all of E. Ashton Road right-of-way located in Government Lot 1, Section 19, Township 50 North, Range 3 West, B.M., City of Coeur d'Alene

Consent Calendar

Dennis Grant, Engineering Project Manager, presented a request on behalf of the applicant, Hagadone Hospitality Co., for Council approval of the vacation of a portion of S. 23rd Street and all of E. Ashton Road right-of-way that adjoins their property on all sides. He noted in his staff report that it is unknown when the requested right of way was dedicated to the City of Coeur d'Alene. The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 48,538 square feet (1.114 acres) to the County tax roll. It could be a benefit to the municipality as a tax revenue, which could be more significant upon the eventual development of the property. The proposed vacation area separates three different Hagadone Hospitality properties, restricting the properties' development. After the vacation, Hagadone Hospitality intends to merge the two parcels into a single parcel that can then be made adjacent to the third parcel. The vacation will allow for a substantial building investment to be made in the merged properties, which will increase the City of Coeur d'Alene tax base. Mr. Grant further noted in his staff report that 23rd Street and Ashton Road are low volume roads in poor physical condition. The vacation is justified because it is expedient for the public good. The public good will be advanced by: (1) construction of a new Ashton Road, maintaining traffic circulation through the remaining portion of 23rd Street and the new Ashton Road route, (2) replacement of a poor condition Ashton Road with the construction of a new Ashton Road complete with curb and gutter, sidewalk, and drainage. The new road will decrease City Maintenance requirements, (3) New Ashton Road will have a segment of the future Centennial Trail route that will link Mullan Road to 23rd Street to the New Ashton Road in a safer corridor, without conflicting vehicle approaches, and (4) the vacation will convert the low use, north-south, City right-of-way, which has poor asphalt roadways that need maintenance, into tax producing real-estate.

Mr. Keil confirmed that the applicant would have to pay CAP fees for future sewer connection.

* * * * *

* * * * *

MOTION: Motion by English, seconded by Gookin, to recommend Council direct staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and set a public hearing on May 16, 2017. Motion carried.

The meeting adjourned at 4:25 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: April 24, 2017
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-17-3, Vacation of a portion of S. 23rd Street and all of E. Ashton Road right-of-way located in the Government Lot 1, Section 19, Township 50 North, Range 3 West, B.M., City of Coeur d'Alene.**

DECISION POINT

The applicant, Hagadone Hospitality Co., is requesting the vacation of a portion of S. 23rd Street and all of E. Ashton Road right-of-way that adjoins their property on all sides. See attached exhibit.

HISTORY

It is unknown when the requested right-of-way was originally dedicated to the City of Coeur d'Alene.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 48,538 square feet (1.114 acres) to the County tax roll. It could be a benefit to the municipality as tax revenue, and, eventual development of a portion of this site could lead to a more significant taxing entity.

PERFORMANCE ANALYSIS

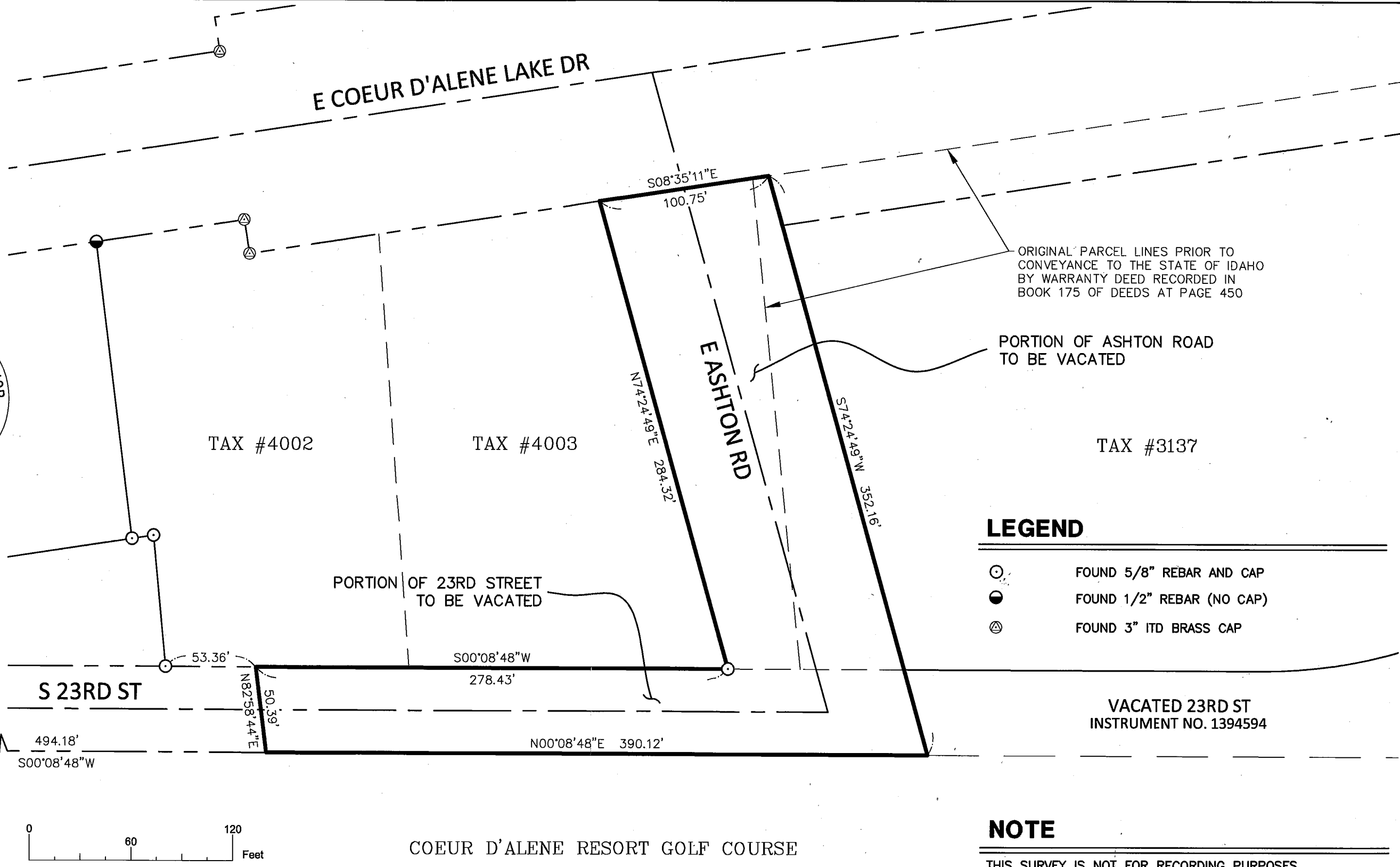
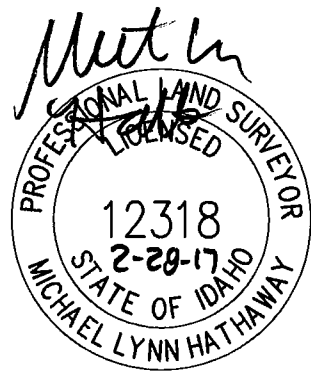
The proposed vacation area separates three different Hagadone Hospitality properties, restricting the property's development. After the vacation, Hagadone Hospitality intends to merge the two parcels into a single parcel that can then be made adjacent to the third parcel. The vacation will allow for a substantial building investment to be made in the merged properties, which will increase the City of Coeur d'Alene tax base.

23rd Street and Ashton Road are low volume roads in poor physical condition. The vacation of that portion of 23rd Street and Ashton Road is justified because it is expedient for the public good. The public good will be advanced by:

1. Construction of a new Ashton Road, maintaining traffic circulation through the remaining portion of 23rd Street and New Ashton Road route.
2. Replacement of a poor condition Ashton Road with the construction of a new Ashton Road complete with curb and gutter, sidewalk, and drainage. The new road will decrease City maintenance requirements.
3. New Ashton Road will have a segment of the future Centennial Trail route that will link Mullan Road to 23rd Street to the New Ashton Road in a safer corridor, without conflicting vehicle approaches.
4. The vacation will convert the low use, north-south, City right-of-way, which has poor asphalt roadways that need maintenance, into tax producing real-estate.

RECOMMENDATION

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on May 16, 2017.



ORIGINAL PARCEL LINES PRIOR TO CONVEYANCE TO THE STATE OF IDAHO BY WARRANTY DEED RECORDED IN BOOK 175 OF DEEDS AT PAGE 450

PORTION OF ASHTON ROAD TO BE VACATED

PORTION OF 23RD STREET TO BE VACATED

LEGEND

- FOUND 5/8" REBAR AND CAP
- FOUND 1/2" REBAR (NO CAP)
- ⊙ FOUND 3" ITD BRASS CAP

VACATED 23RD ST
INSTRUMENT NO. 1394594

NOTE

THIS SURVEY IS NOT FOR RECORDING PURPOSES.

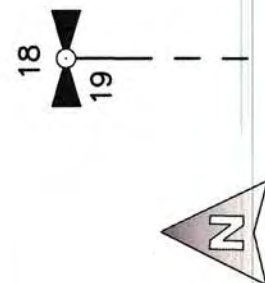
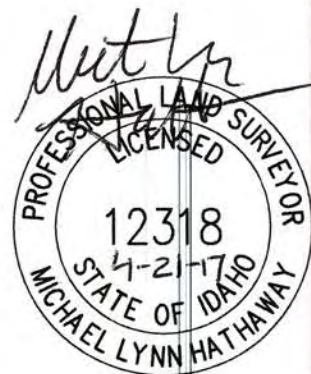
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VACATION EXHIBIT FOR PORTIONS OF SOUTH 23RD STREET AND EAST ASHTON ROAD

GOV'T LOT 1, SEC. 19, T. 50 N., R. 3 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

PROJECT NUMBER:	41278
DESIGNED BY:	MLH
DRAWN BY:	JNM
DRAWING NAME:	41278EX01.DWG
DATE:	02/24/2017
SHEET NO:	1 OF 1



LEGEND

- FOUND 5/8" REBAR AND CAP
- FOUND 1/2" REBAR (NO CAP)
- ⊙ FOUND 3" ITD BRASS CAP

NOTE

THIS SURVEY IS NOT FOR RECORDING PURPOSES

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VACATION EXHIBIT FOR PORTIONS OF SOUTH 23RD STREET AND EAST ASHTON ROAD

GOV'T LOT 1, SEC. 19, T. 50 N., R. 3 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

PROJECT NUMBER:	41278
DESIGNED BY:	MLH
DRAWN BY:	JNM
DRAWING NAME:	41278EX01.DWG
DATE:	02/24/2017
SHEET NO:	1 OF 1

To: General Services Committee and City Council

From: Kathy Lewis. Municipal Services

Date: April 17, 2017

Re: Banners on Sherman Avenue as requested by the CDA Downtown Association.

Decision Point: Will the City Council approve the placement of banners on Sherman Avenue for the summer season?

History: The Downtown Association has approached the City with a request to place banners in the Downtown Business District on eight poles on Sherman for the tourist season from the end of May until through the end of October. The banners would have a floral scene in the top with a message and a small sponsor caption on the lower end. The Downtown Association would use the banners to create a picturesque scene on Sherman and in addition gain some revenue for community events by charging the sponsor for the caption. The caption would include the name of the business only, as a sponsor and no other advertising. See attached sample photo. Municipal Code Chapter 15.24.090-(B) allows for Banners over Public Rights of Way by non-profit entities by permit granted by the City Council. The permit may be granted under the following conditions:

1. Must advertise a community or non-profit seasonal theme or be for the sole purpose of beautification of a commercially zoned area.
2. Permit is valid for two years if maintained by a business improvement district.
3. Will be set by a permit fee as set by resolution of the City Council. (Sign permit fee)
4. Is accompanied by an agreement to hold the City harmless against any liability to persons or property resulting from installation, maintenance, or dismantling of such banners; and is also accompanied by a certificate of liability insurance insuring the City and the applicant against such loss. The liability insurance shall be in an amount and form approved by the City council and in no event less than the minimum liability limits provided in Title 6, Chapter 9 of the Idaho Code. (\$500,000.00)
5. The organization making application for the permit shall erect and maintain in a clean and good condition or state of repair, the banners and shall be responsible for dismantling the banners when the permit expires.

This request would meet all of the above noted conditions. These banners would be installed in the eight locations in addition to the beautiful flower baskets lining the Downtown Business District each summer.

Financial Impact: There is no cost to the city. The purchase, installation, maintenance, and removal would all be performed by the Coeur d'Alene Downtown Association.

Decision Point: Does the City Council wish to grant a permit to the Coeur d'Alene Downtown Association to erect banners on eight poles for the tourist season?



105 N. 1st Street,
Suite 100
Coeur d'Alene, ID
83814

Coeur d'Alene City Council
701 E. Mullan Avenue
Coeur d'Alene, ID 83814

e m a i l info@cdadowntown.com
phone 208-667-5986
w e b www.cdadowntown.com
fax 208-667-9338

Dear Mayor Widmyer and Members of the City Council:

The Coeur d'Alene Downtown Association is requesting approval from council to hang sixteen banners on eight poles on Sherman Avenue for beatification purposes. The proposed banners will enhance the features that the American Planning Association highlighted to name Sherman Avenue a 2016 Great Street. The Coeur d'Alene Downtown Association believes the banners will aid in welcoming visitors and add to the vibrancy of our downtown.

The two-sided banners are 6' by 2.5' and feature the flower baskets that line the streets downtown. A 1' x 2.5' space at the bottom of approximately eight banners will recognize one of the Downtown Association's premier flower basket sponsors. Banners would hang from the end of May through the end of October each year and be maintained by the Coeur d'Alene Downtown Association business improvement district. Installation will be done by the Coeur d'Alene Downtown Association's maintenance staff.

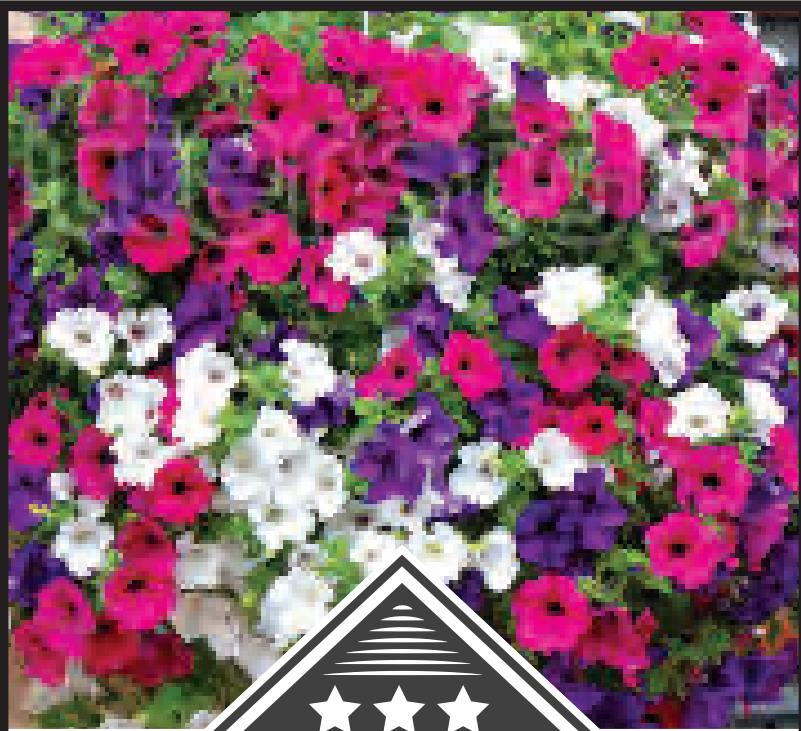
The Coeur d'Alene Downtown Association agrees to hold the City of Coeur d'Alene harmless against any liability to persons or property resulting from installation, maintenance, or dismantling of banners. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Terry Cooper".

Terry Cooper
General Manager
Coeur d'Alene Downtown Association

our
vision
of Downtown
Coeur d'Alene
is to remain
the heart of
our
community
preserving the
magic of
the past
while leading
the way to
our
future.



SHERMAN

AVENUE

SHOP | DINE | PLAY

— Downtown —
Coeur d'Alene

FLOWER BASKETS PROUDLY SPONSORED BY:

THE FILLING STATION
ON 5TH

RESOLUTION NO. 17-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING DECLARATION OF ONE (1) KOHLER 45 KW PORTABLE GENERATOR AND TRAILER AS SURPLUS PROPERTY FROM THE WATER DEPARTMENT; DECLARATION OF USED LINDEN WELL PUMP ASSEMBLY AS SURPLUS PROPERTY FROM THE WATER DEPARTMENT; AND APPROVAL OF AN AGREEMENT FOR DEVELOPMENT WITH HAGADONE HOSPITALITY FOR DEDICATION AND CONSTRUCTION OF A ROAD ALONG E. COEUR D'ALENE LAKE DRIVE, AND CONSTRUCTION OF A SHARED USE PATH ALONG S. 23RD STREET.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "A through C" and by reference made a part hereof as summarized as follows:

- A) Declaration of one (1) Kohler 45 KW portable generator and trailer as surplus property from the Water Department;
- B) Declaration of used Linden Well Pump assembly as surplus property from the Water Department;
- C) Approval of an Agreement for Development with Hagadone Hospitality for dedication and construction of a road along E. Coeur d'Alene Lake Drive, and construction of a shared use path along S. 23rd Street;

AND

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreements or other actions;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through D" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other actions on behalf of the City.

DATED this 2nd day of May, 2017.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**Public Works Committee
Staff Report**

Date: April 24, 2017

From: Dion Holton, Utility Supervisor, Water Department

Subject: Request to declare one Kohler 45 KW portable Generator and trailer as surplus property.

DECISION POINT:

Water Department Staff requests that Mayor and Council declare the used Kohler Generator and trailer as surplus property and allow Water Department Staff to dispose of it at auction.

HISTORY:

The Kohler Generator was declared surplus property by the Waste Water Department several years ago and was turned over to the Water Department. It has only been used occasionally to power the Elm Street Booster and loaned to the City of Plumber during a power outage they had. The Kohler Generator was manufactured in 1981; it is powered by an obsolete "White" diesel engine. Replacement parts are hard to come by or just nonexistent. Recently the water pump was changed due to a leak. The replacement was located on the East coast and cost over \$1200.00. As of last inspection the engine's front and rear main seals are leaking oil.

FINANCIAL ANALYSIS:

Trade-in value for the Kohler generator has been estimated at \$1200.00. Staff believes that the best return for the Kohler Generator is to take it to the next available equipment auction for disposal.

PERFORMANCE ANALYSIS:

The Kohler 45KW generator has been in the city's inventory since 1981 it has over 529 hours of use. Staff believes that the age and mechanical condition of the Kohler generator warrants a declaration of surplus property and to dispose of it at the next available auction. The declaration of the generator as surplus property and disposal will not affect the City's customers in any way with regard to a financial impact or customer service.

DECISION POINT/RECOMMENDATION:

Water Department staff requests that Mayor and Council declare the used 1981 Kohler Generator and Trailer as surplus property for disposal at the next equipment auction.



**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 24, 2017

FROM: Dion Holton, Utility Supervisor, Water Department

SUBJECT: Request to declare the used Linden Well pump assembly as surplus property for disposal.

DECISION POINT:

Water Department Staff requests that Mayor and Council declare the used Linden Well pump assembly as surplus property and allow Water Department staff to dispose of through sale as scrap.

HISTORY:

As part of the Water Departments routine pump maintenance program, the Linden well pump was pulled for inspection and rehabilitation. Inspections by the certified pump installer and department staff determined that the entire pump, shaft, spider bearings and columns are worn out and too far out of manufacturer specification to be serviceable. Replacement pump assembly components have been ordered as part of the project under the current contract.

FINANCIAL ANALYSIS:

The price of scrap fluctuates almost daily. As the majority of the scrap is steel or ductile iron, there will be relatively little value in that portion. The brass spiders and the set of three impellers from the bowls will bring a better price. Staff would estimate between \$500.00 and \$1,000.00 overall.

PERFORMANCE ANALYSIS:

The pump assembly from the Linden well has been in service for more than 31,000 hours at an average of 2,300 gallons per minute. The entire assembly is being replaced. The Declaration of the pump assembly as surplus and authorization for it to be sold to the current scrap dealer, will not affect the City's customers in any way with regards to a financial impact or customer service.

DECISION POINT/RECOMMENDATION:

Water Department Staff requests that Mayor and Council declare the used Linden Well pump assembly as surplus property and allow Water Department staff to dispose of through sale as scrap.



**PUBLIC WORKS
STAFF REPORT**

FROM: HILARY ANDERSON, COMMUNITY PLANNING DIRECTOR

DATE: APRIL 24, 2017

SUBJECT: AGREEMENT WITH HAGADONE HOSPITALITY FOR DEDICATION AND
CONSTRUCTION OF ROAD AND SHARED USE PATH

DECISION POINT: Whether to approve an Agreement between Hagadone Hospitality and the City, requiring Hagadone Hospitality to dedicate a public right-of-way and construct a road to City standards in that right-of-way, to relocate a public sewer siphon and private force main, and to construct a shared-use path as part of the Centennial Trail.

HISTORY: Hagadone Hospitality owns two parcels of property between S. 23rd Street and E. Coeur d'Alene Lake Drive south of Mullan Avenue and north of N. Floating Green Drive. These parcels are separated by E. Ashton Road. Hagadone Hospitality has requested the vacation of E. Ashton Road for the purpose of developing these two parcels together. The City may determine that the vacation of E. Ashton Road would be expedient for the public good pursuant to Idaho Code § 50-311. However, provision would have to be made for the relocation of a public sewer siphon and a private force main which are located in easements within E. Ashton Road. Hagadone Hospitality has agreed to dedicate a new right-of-way along the north side of 319 E. Coeur d'Alene Lake Drive and to construct a road within that right-of-way to City standards for the purpose of relocating the sewer siphon and force main. In addition, Hagadone will pay for the relocation of the siphon and force main.

In addition, Hagadone Hospitality will construct a twelve (12) foot shared-use path within City right-of-way on the west side of S. 23rd Street from Mullan Avenue to the new road and within City right-of-way on the south side of the new road from S. 23rd Street to E. Coeur d'Alene Lake Drive. In exchange, the City agrees to waive the requirement for construction of a sidewalk on E. Coeur d'Alene Lake Drive east of a future driveway on the Hagadone Hospitality property upon development of that property.

FINANCIAL: It is not anticipated that the City will incur a financial impact as a result of this Agreement.

DECISION POINT/RECOMMENDATION: Staff recommends that the Committee approve the Agreement and recommend it be placed on the Consent Agenda for the May 2 regular City Council meeting.

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT is made and dated this 2nd day of May, 2017, by and between the **City of Coeur d'Alene**, hereinafter referred to as the "City," and **Hagadone Hospitality Co.**, hereinafter referred to as "Hagadone."

WITNESSETH:

WHEREAS, Hagadone owns two parcels described as 319 E. Coeur d'Alene Lake Drive (Tax # 4002 and # 4003), and Tax #3137 except right-of-way, which parcels are located between S. 23rd Street and E. Coeur d'Alene Lake Drive, north of N. Floating Green Drive and south of E. Mullan Avenue, in Coeur d'Alene, Idaho (hereinafter referred to as the "Parcels"); and

WHEREAS, Hagadone intends to combine the Parcels for development; and

WHEREAS, Hagadone has requested the vacation of E. Ashton Road to facilitate the development of the Parcels; and

WHEREAS, a City sewer siphon and a private force main are located in E. Ashton Road; and

WHEREAS, the City has received tentative plans for the development of property immediately to the north of the Parcels, owned by a third party; and

WHEREAS, the City has determined that a public road from S. 23rd Street to E. Coeur d'Alene Lake Drive, between the Parcels and the property owned by a third party which is in the process of being developed, will be necessary for the benefit of the general public, and for the relocation of the public sewer siphon and private force main; and

WHEREAS, the City's Municipal Code would require Hagadone to construct a sidewalk along E. Coeur d'Alene Lake Drive upon development of the Parcels; and

WHEREAS, a shared-use path within City right-of-way on the west side of S. 23rd Street from Mullan Avenue to the new road and within City right-of-way on the south side of the new road from S. 23rd Street to E. Coeur d'Alene Lake Drive, would greatly benefit the public and enhance the safety of users of the Centennial Trail.

NOW, THEREFORE,

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

- I. Duties of Hagadone: Hagadone hereby covenants to perform the following within a reasonable time after the effective date of this Agreement:

- a. Relocate the existing private force from within the existing E. Ashton Road right-of-way to a new right-of-way, as generally shown on Exhibit “A,” which is attached hereto and incorporated herein by reference;
- b. Relocate the existing public sewer siphon within the existing E. Ashton Road right-of-way to a new right-of-way, as generally shown on attached Exhibit “A” in such a manner that will allow it to continue to function as a siphon;
- c. Dedicate a fifty-six (56) foot right-of-way to the City from E. Coeur d’Alene Lake Drive to S. 23rd Street, as shown on Exhibit “A;”
- d. Construct a road to City specifications in the right-of-way required by subsection C and the approach from S. 23rd Street as shown on Exhibit “A;”
- e. Provide a temporary public easement for vehicular traffic between E. Coeur d’Alene Lake Drive and S. 23rd Street after E. Ashton Road is vacated and along S. 23rd Street after a portion of S. 23rd Street is vacated, located where those rights-of-way currently exist, until the new road and approach required by subsection C are constructed and accepted by the City;
- f. Provide a temporary twenty (20) foot wide utility easement, acceptable to the City, for the existing public siphon and private force main in E. Ashton Road until the sewer siphon and force main have been relocated and approved;
- g. Construct all facilities required by this Agreement to City standards;
- h. Preserve and protect public trees in the E. Coeur d’Alene Lake Drive right-of-way, limiting requests for tree removal to the driveway approaches to the Property; and
- i. In lieu of constructing a sidewalk on E. Coeur d’Alene Lake Drive east of the future Hagadone driveway, construct a twelve (12) foot wide shared-use path to City standards within the City right-of-way along the west side of S. 23rd Street south from Mullan Avenue, connecting with a twelve (12) foot wide shared-use path along the south side of the right-of-way from S. 23rd Street to E. Coeur d’Alene Lake Drive, which is referred to in subparagraph I(C) of this Agreement. This trail will serve as a re-route of the Centennial Trail and result in safety benefits to the community.

II. Duties of the City. The City hereby covenants to:

- a. Consider this Agreement at a subcommittee meeting of the City Council on April 24, 2017, and at the City Council meeting on May 2, 2017;
- b. Accept temporary easements for public access and utilities pending construction of a road and approach, and relocation of the public sewer siphon and private force main as required by this Agreement;
- c. Accept the location of the new right-of-way and road, the relocation of the public sewer siphon, and the relocation of the private force main as generally shown on Exhibit "A" hereto;
- d. Agree not to require construction of a sidewalk along E. Coeur d'Alene Lake Drive, east of the future Hagadone driveway, provided the shared-use path is constructed as agreed; and
- e. Not unreasonably withhold approval and acceptance of the actions and facilities described in this Agreement.

III. General terms. The parties further agree as follows:

- a. The obligations of the parties are unique and not susceptible to monetary compensation and, therefore, either party may seek specific performance of any other party's obligations hereunder;
- b. Each party agrees to hold the other parties harmless from any and all causes of action, claims and damages that may arise or are alleged, as a result of any other party's negligent performance or malfeasance under this Agreement.
- c. All prior representations, warranties, covenants, conditions, and agreements of the parties are merged in this Agreement and this Agreement represents the full and complete agreement between the parties.
- d. The parties agree to comply with all applicable laws.
- e. The covenants herein contained shall be binding upon the parties and their heirs, assigns, and successors-in-interest, and shall be deemed to be covenants running with the land.
- f. Should circumstances change, operational difficulties arise, or misunderstandings develop, the parties agree to meet and confer at the

request of any party to discuss the issue(s) and proposed solutions. Further, each party agrees not to bring a claim, initiate legal action, or suspend performance without meeting directly with the other party or parties regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, this Agreement has been approved by the City Council of the City of Coeur d'Alene, to be executed by its Mayor and City Clerk, and its corporate seal affixed, and by Hagadone Hospitality Co., to be effective the day and year first above written.

CITY OF COEUR D'ALENE

By: _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

HAGADONE HOSPITALITY CO.

By: _____
Print Name _____
Its _____(Title)

[illegible]

On this 2nd day of May, 2017, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene, who executed the foregoing instrument, and who acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss
County of Kootenai)

On this ____ day of May, 2017, before me, a Notary for the State of Idaho, personally appeared _____ known, or identified to me to be the person who subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of, and is authorized to so execute this instrument by, Hagadone Hospitality Co.

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

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

ANNOUNCEMENTS

Memo to Council

DATE: April 25, 2017

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the May 2nd Council Meeting:

KATHLEEN SHRINER
(Representing Home Childcare)

CHILDCARE COMMISSION

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Kathy Lewis, Childcare Commission Liaison

GENERAL SERVICES COMMITTEE

MEMORANDUM

DATE: April 17, 2017

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: Revisions of the City's Public Art Policy and Public Art Fund Ordinance

DECISION POINT: Staff recommends the City Council adopt changes to the City's Public Art Policy and the Public Art Fund.

HISTORY: The City Council first created the City of Coeur d'Alene Arts Commission in 1982 to, in the words of the policy section of Chapter 2.84 of the Municipal Code, "encourage the development of our artistic and cultural life and to join with all persons and institutions concerned with the arts to ensure that the role of the arts in our community will grow and play an evermore significant part in the welfare and educational experience of the citizens of Coeur d'Alene."

The Arts Commission, among its duties and responsibilities, is tasked with stimulating and encouraging the study and presentation of the performing and fine arts.

The City Council created the "Percent for the Arts" Program to fund public art in 1999 and it is adopted as Chapter 1.40 of the Municipal Code. The program places 1.33 percent of an eligible public capital improvement project's value toward the Public Art Fund. The 1 percent is placed in a Public Art Fund. The .33 percent is placed in a Public Art Maintenance Fund. This program is focused, however, on physical pieces of art. The program requires art to be an "integral part of a structure, attached from a structure or detached from a structure within or outside of it. Works of art may also be located on any publicly owned property." It should be noted that the maintenance fund has been used in the past for items such as the Mayor's Awards in the Arts event and for some educational partnerships.

This code language substantially restricts use of this public art funding, and inhibits the Arts Commission from supporting and encouraging other forms of art, pursuant to the purpose and responsibilities adopted for it by the City Council.

In recent years, the City Council has suggested the "Percent for the Arts" Program be modified to support additional forms of art in Coeur d'Alene. Numerous arts organizations throughout the community have been very supportive in this change.

As part of setting a path for potential changes to this funding program, the City Council also added a permanent, voting member from the Coeur d'Alene Arts & Culture Alliance to the commission. The intent of adding this member was to recognize the potential for a stronger partnership between the commission and the city's arts community and as perhaps an initial step toward funding additional forms of art.

The Arts Commission has unanimously recommended changes to Chapter 1.40 CMC to expand use of this arts funding as well as to the Public Art Policy, last updated by the City Council in 2008 via Resolution No. 08-017, that would expand use of this funding to further support all arts within the community and to better fulfill the commission's purpose. Several changes within the Art Policy also seek to address how certain processes are undertaken now or for general language cleanup.

The highlights of changes to Chapter 1.40 CMC are as follows:

- Art is no longer defined as only physical art, but includes arts education, performing arts, visual arts, community arts partnerships, and public art programming.
- The Public Art Fund and the Public Art Maintenance Fund would be combined into one fund. This means all public arts funds would be within one budget.
- While all public art funding would be within one pool of funds, for every art project done, 15 percent of an art project's budget would need to be set aside into a maintenance line item to ensure adequate maintenance of the public art over time.

The highlights of the Public Art Policy revisions are as follows:

- The purpose section is updated to include advocacy for arts education and to provide support to a diverse range of categories of art.
- The Arts Commission's purpose section includes a revised definition to acknowledge a role in seeking art partnerships and providing arts education.
- A process is outlined for Request for Qualifications for a community partnerships program. The intent is to structure community art partnerships not related to physical art as a sort of grant program, whereby the commission can advertise an annual RFQ so as to create an orderly process for supporting other forms of art through arts organization partnerships.
- Sections on the Public Art Fund and Art Maintenance Fund are revised to recognize changes to the "Percent for the Arts Program."
- Creation of selection panels for public art is revised to acknowledge how these temporary selection committees are actually structured.
- Clarification is provided for when and how a piece of public art might be moved to a different location (including determination that there may be a higher and better use at a different location).
- The original artist is provided right of first refusal to repair damage to a piece of art.

FINANCIAL: The "Percent for the Arts" Program's funding is completely dependent on whether there are any qualifying public capital improvement projects in a given year. Some years, no funding

may be placed in this fund because there are little to no qualifying projects. Other years, the City may engage in a substantial amount of qualifying work.

The changes to this policy do not impact the amount of money, but only how it may be spent, providing the necessary flexibility the Arts Commission needs in order to carry out the mission given to it by the City Council through Chapter 2.84 of the Municipal Code.

The policy revision does seek to bolster maintenance funding for public art pieces by explicitly stating 15 percent should be set aside based on the value of the piece.

DECISION POINT/RECOMMENDATION: Staff recommends the City Council adopt changes to the City's Public Art Policy and the Public Art Fund.

RESOLUTION NO. 17-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO,
ADOPTING THE REVISED PUBLIC ART POLICY.

WHEREAS, the need for a city-wide policy regarding Public Art has been deemed necessary
by the City Council; and

WHEREAS, the City Council adopted a Public Art Program Policy per Resolution No. 00-
010 on November 2, 1999, as amended by Resolution No. 08-017, adopted on April 1, 2008; and

WHEREAS, the Arts Commission has proposed revisions to this Policy, and the same were
discussed at the General Services Committee meeting on April 24, 2017; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the
citizens thereof that the revisions to the Policy be adopted;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the
revisions to the Policy, as shown in the attached Exhibit "A," be and are hereby adopted.

DATED this 2nd day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PUBLIC ART

City of Coeur d'Alene Public Art Program Policy

Adopted November 2, 1999 per Resolution No. 00-010

Revised April 1, 2008 per Resolution No. 08-017

Public Art Program Policy

1. Purpose

The purpose of the Coeur d'Alene Public Art Program is to integrate a wide range of public art into the community, reflecting a diversity of artistic styles, disciplines, and points of view.

The goals of the Public Art Program include: broaden the role of the artist in the community; encourage early collaboration among artists, architects, engineers and owners; dispense public art throughout the City of Coeur d'Alene; provide proper cataloging and maintenance of the Public Art Collection; preserve and relocate artworks displaced through improvement projects; ensure that public agencies and community representatives participate in the selection of public art; ~~and~~ promote public dialogue and understanding of public art; advocate for arts education; and provide support to a diverse range of categories of art.-

2. Coeur d'Alene Arts Commission

The Coeur d'Alene Arts Commission (CAC) is the standing committee charged by the City Council to oversee the Public Art Program. The CAC seeks partnerships, provides education, and develops policies and goals for the selection, placement and maintenance of works of art acquired through the Public Art Program and other public/private partnerships.

Oversight responsibilities include:

A. Coeur d'Alene Public Art projects

1. Respond to briefings by city staff, agency representatives and project architects/landscape architects at beginning of project
2. Recommend selection panel members
3. Approve direction of project
4. Approve semi-finalists recommended by selection panel
5. Receive report on finalist and proposed work.

B. Memorials for public parks

C. Donations of artwork to the public collection

D. Decommissioning of artwork from the public collection

E. Developing guidelines and purchasing artworks for the Visual Chronicle of Coeur d'Alene Collection

F. Manages partnerships and collaborations with the arts community.

3. Identification of Public Art Projects

- A. ~~Item 1.30.020B of the attached Public Art ordinance outlines qualifying improvement projects for~~Qualifying art projects are those authorized or identified in ~~Item~~ Section 1.40 of ~~m~~Municipal eCode of the City of Coeur d'Alene.
- B. As soon as practical after a qualifying improvement project is approved, ~~City Staff~~the Finance Director shall notify the CAC of the anticipated revenue and when that revenue will be available.
- C. Staff assigned to the CAC shall meet with a department representative and project architect/landscape architect/engineer as soon as a project is confirmed. A presentation to the CAC is scheduled and visual and written project documentation is provided, as needed.
- D. The CAC reviews new projects with a department representative (project manager) and the project's architect/landscape architect/engineer to review the following issues:
 - 1. Allocated public art funds
 - 2. Design and construction schedule
 - 3. Appointment of selection panel members
 - 4. Selection process options;
 - 5. Appropriate sites and goals for artwork;
- E. The CAC, or designated staff, writes ~~an RFO (Request for Qualifications)~~a Call to Artists.
- F. The CAC may decide that funds from a specific improvement project are in excess, insufficient or that the site is inappropriate for public art. Funds may then be transferred to other public art projects or remain in the Public Art Fund. Decisions about spending pooled funds will be recommended to the City Council for approval.
- G. The CAC will write an annual RFO (Request for Proposals) for any proposed community partnerships which will be reviewed by subcommittee.

4. Dedication and Disbursement of Funds

- A. The Public Art Fund is a dedicated fund of the City.
- B. Once it is determined that an improvement project qualifies under ordinance 1.40.050, the Finance Department invoices a department for Percent for Art funds and deposits them in the Public Art Fund.
- C. The CAC, in concert with City Council, contracts artists and partner organizations and pays them from the Public Art Fund.

5. Conflict of Interest

- A. No artist sitting on a selection panel may submit for the project for which the panel was formed.

- B. CAC members must declare a conflict of interest if a project or partnership comes before the panel with which he/she is involved. CAC members must also declare a conflict of interest if a person with whom he/she shares a household or whom he/she professionally represents has a matter before the Commission and must recuse themselves from any participation in the process.
- C. Any artist representative or person sharing a household with an artist sitting on a Selection Panel must declare conflict of interest in the event that an artist that he/she represents or shares a household with is being considered as a semifinalist for the project. The Selection Panel member must withdraw from discussion of that artist and shall not vote.
- D. No member of the project's architect or landscape architect, interior designer, or engineering firm may apply for a public art project being designed by that firm.

6. Application of Percent for Art Funds: Inclusions

~~In 1999, Coeur d'Alene City Council enacted a Percent for Art program that designates 1.33 percent of the budget for each City capital project to purchase art for placement in public places.~~ The Coeur d'Alene Arts Commission administers the Percent-for-Art program, and any other funding sources, under the following guidelines.

~~The 1% for arts~~ Public art funds may be spent for:

- A. Artist's fees for design team work, including travel expenses, conceptual development, and proposals;
- B. Semi-finalist proposals and travel expenses;
- C. A work of art including:
 - 1. Artist's design fee
 - 2. City required permits
 - 3. Labor and materials
 - 4. Project related travel
 - 5. Transportation of the work to the site
 - 6. Site prep, including but not limited to lighting, electrical work, and landscaping
 - 7. Installation

D. -Community art partnerships and/or performances

E. Purchases for and/or support of performing arts

F. A portion of the budget may be set aside for contingency at the beginning of a project and returned to the Public Art Fund if unused.

~~The .33% for art funds may be spent for:~~ G. Continuing maintenance: a minimum of 15 percent (15%) of the project budget or the amount pursuant to Item Section 1.40.50 of the Municipal Code of the City of Coeur d'Alene.

| ~~AH.~~ Administration

| ~~IB.~~ Education activities

| ~~EJ.~~ Collection management of public art

| ~~DK.~~ Dedications and publicity

| ~~EL.~~ Identification plaques and labels

| ~~FM.~~ Frames, mats, mounting, anchorage, pedestals, cases or other materials necessary for the installation and/or security of two-dimensional, portable artwork

| ~~EN.~~ Cataloging slides and other documentation

| ~~HO.~~ Insurance and Documentation

| ~~HP.~~ Consultant fees for selection panels or the CAC

| ~~JO.~~ Operating costs

| ~~K.—Maintenance~~

7. Application of Percent for Art Funds: Exclusions

Project Percent for Art funds may not be spent for:

- A. Artworks which are not original (see Section 10)
- B. Decorative or functional elements designed by the project architects, landscape architects, interior designers, or their consultants, without artist collaboration
- C. Art objects which are mass produced of standard design, such as playground equipment or fountains
- D. Directional elements such as signs, maps, color coding, unless designed and/or executed by an artist
- E. Standard Architect's/Landscape Architect's/Engineer's/Interior Designer's fees.

8. Selection Panel Appointments

A. Method of Appointment

| The CAC ~~recommends selection~~project subcommittee chairperson selects panelists ~~to the Mayor and City Council for approval for the Call to Artists or Request for Proposals~~. The CAC takes into account the established formula listed below, requests by individuals to serve, and staff recommendations. Selection panel members shall serve at the discretion of the ~~Mayor and City Council~~CAC.

B. Panel Structure

Panels are composed of seven voting members consisting of the following:

1. Voting members

- a. ~~Three-Two~~ arts professionals, ~~two of whom must be artists~~
- b. The project's architect, landscape architect, engineer, interior designer or project manager (as applicable)
- c. ~~Two~~A citizens who ~~may be from the neighborhood impacted by the project~~reside within city limits
- d. City Council member
- e. Special interest representative appointed by the ~~Mayor and City Council, if appropriate~~panelist

2. Non-voting members

- a. CAC members
- b. City staff

3. Length of term. Each panel serves through the completion of one public art project or partnership selection process.

9. Selection Panel Procedures & Responsibility

A. CAC or designated staff holds an orientation for each Selection Panel which may include a public art slide show or electronic images, review of program guidelines, orientation to the specific project and a review of any goals already established by the participating department and the CAC.

B. The ~~Selection Panel~~CAC or CAC Subcommittee:

1. Develops the project's goals, sites for artwork, and suitable art forms for the project, taking into account goals and sites already determined by the participating department and the CAC, when applicable.
2. Recommends to CAC site specific work, to purchase works of art for the City's portable, rotating art collection, or recommends to CAC works of specific duration which would be documented for future reference after the life of the piece.
3. Determines a method for selecting an artist:
 - a. Open Competition: Any artist applies, subject to limitations established by the Selection Panel or CAC
 - b. Invitation: One or more artists are invited to submit proposals

- c. Direct Purchase: A completed work of art is selected from submitted applications or other methods deemed appropriate for the project

C. The selection committee:

- 41. Reserves the option of making no recommendation from submitted applications and may reopen the competition or propose other methods of selection if no proposal is accepted.
- 52. Approves all recommendations and decisions by a majority vote of the full panel;
- 63. Reports the finalists and their work to the CAC for recommendation to the City Council.

ED. Design Team Projects

The program acknowledges that artists can be valuable resources in the revitalization and development of neighborhoods and areas throughout the city. Efforts shall be made to select artists at an appropriate time and for appropriate projects to participate in:

- 1. Incorporating art into specific architectural elements
- 2. Planning aspects of infrastructure projects
- 3. Participating as members of project design teams

10. Selection Criteria

- A. Criteria to be used when considering acquisition of artwork by either purchase or commission shall include, but not be limited to the following:
 - 1. **Artistic quality.** Due consideration will be given to the strength of the artist's concept, vision and craftsmanship of the artwork.
 - 2. **Context.** Consideration should be given to the architectural, historical, geographical, geological, and socio-cultural context of the site.
 - 3. **Media.** Due consideration shall be given to all art forms including disciplines and media that are of specific duration and which survive only through documentation after the life of the piece has ended.
 - 4. **Permanence.** Due consideration shall be given to the structural and surface soundness, and to inherent resistance to theft, vandalism, weathering, and excessive maintenance or repair costs. Additional considerations shall be given for warranty provisions.
 - 5. **Public Safety.** Each work shall be evaluated to require that it does not present a hazard to public safety.
 - 6. **Diversity.** The program shall also strive for diversity in style, scale, exploratory types of work as well as established art forms.
 - 7. **Feasibility.** Proposals shall be evaluated relative to their feasibility and convincing evidence of the artist's ability to successfully complete the work as proposed. Factors to be considered

include, but are not limited to: project budget, timeline, artist's experience, artist workload, soundness of materials, city zoning/construction/design guidelines.

8. **Duplication.** Artists are required to warrant that artwork is unique (an edition of one) or part of a limited edition (see definitions).

- B. In addition to the above Selection Criteria, additional criteria to be considered for selecting artists for design teams shall include but not be limited to the following:

1. Proven ability to work effectively in collaborative situations
2. Experience in architecture or landscaped-based projects
3. Experience working with design professionals and integrating artistic concepts into construction documents.

11. Placement of Works of Art

- A. While it is the intent that *site specific works* will remain in the site for which they were created, CAC reserves the right to recommend to move a piece if circumstances dictate (see 12 below).
- B. *Portable Works of art* that are not site specific are part of the Portable Works Collection and will move throughout City facilities at the discretion of CAC, taking into account requests from various departments.
- C. *Temporary works* of art commissioned will be documented with appropriate media either by the artist(s) or the CAC.

12. Relocating Site Specific Works of Art

- A. Absent specific City Council action, no artwork may be moved without the CAC's recommendation. The CAC may consider recommending relocating a site specific artwork for one or more of the following reasons:
 1. The condition or security of the artwork can no longer be reasonably guaranteed at its current site.
 2. The artwork has become a hazard to public safety in its current site.
 3. The site has changed so that the artwork is no longer compatible with the site.
 4. The artwork is determined to have a higher and better use at a different location.
- B. Once the CAC and Council have determined that an artwork meets one or more of the above criteria, the following process is initiated:
 1. The CAC staff makes a good faith attempt to discuss resiting with the artist.
 2. If the artist agrees to the proposed resiting, the recommendation will be referred to the ~~CAC~~ and Council or other funding source for approval (for projects valued over \$20,000)-

3. If the artist does not agree to the proposed resiting, he/she may request that his/her name not be used as the author of the artwork.

13. Maintenance and Management of Public Art

- A. It is the responsibility of the CAC to oversee the maintenance of all works of art in the City's public art collection.
 1. All commissioned artists will be required to ~~complete a Conservation Record Form that provides~~ information on materials, fabrication methods, installation details and recommended maintenance.
 2. The CAC assigned staff will maintain a computer database inventory and a paper file of relevant documents for artworks owned by the City.
 3. City staff assigned responsibility for routine cleaning and maintenance of artworks shall perform the work based on recommendation by a professional art conservator or on information provided by the artist on the Conservation Record Form. Every effort will be made to use approved maintenance practices and to maintain the artist's original intent.
 4. The artist shall be given the first right of refusal to repair any damage.
 5. A professional art conservator or person(s) trained by a conservator may be consulted or hired to provide maintenance and conservation work for the City's public art collection.
- B. Participating Departments must notify the CAC immediately if an artwork is either damaged or stolen, or if the participating department plans to move the artwork or in any way alter its use.
- C. The City shall provide adequate insurance coverage for the Public Art Collection.

14. Deaccessioning (Appendix A)

In the event a work of art needs to be deaccessioned, such cases shall be referred to the CAC for consideration according to CAC's adopted Deaccessioning Policy.

15. Donations Policy (Appendix B)

16. Definitions

Architect/Engineer/Landscape Architect/Interior Designer: The person or firm designing the improvement project to which the Percent funding applies.

Deaccessioning/Decommissioning: The procedure for the removal of an artwork from the public collection.

Design Team: The collaborative team consisting of the architect, landscape architect, interior designer, engineer and artist.

Improvement Project: See [ordinanceMunicipal Code § 1.40.020](#).

Original Artwork: Artwork that is an edition of one or form a limited edition. Editioned work for sculpture must be the first in the edition and signed by the artist. Limited editions for prints/photographs must be individually signed and numbered and from editions limited to 200 or less. Prints/photographs and cast sculptures from open editions will not be considered. *(based on State of Utah and Indianapolis Airport guidelines)*

Participating Agency: A department, division or commission of the City of Coeur d'Alene that is subject to the Public Art ordinance by virtue of its undertaking an improvement project.

Portable Works Collection: Individual artworks purchased for display in city offices.

Public Art: Original works of art that are accessible to the public and/or public employees and which may possess functional as well as aesthetic qualities (see Work of Art for further clarification).

Public Art Collection: All works of art owned by the City of Coeur d'Alene that are site specific, part of the Portable Works Collection or documentation of City-commissioned temporary works of art.

Public Arts Fund: The CAC fund that receives all monetary contributions derived from improvement projects pursuant to ordinance 1.40.020 and public art funds from other sources.

Selection Panel: The panel appointed by the Council after recommendation of the CAC responsible for the artist selection process, reviewing proposed works of art and recommending to the CAC specific expenditures for each project.

Work of Art: All forms of art conceived in any discipline or medium, including visual, performance, literary, media and temporary works.

ATTACHMENT

Existing Code for the Arts Commission

2.84.010: POLICY:

It is found that there is an increasing appreciation and interest in the practice and enjoyment of the arts and that the citizens of Coeur d'Alene are becoming aware, due to increasing leisure time of a broader and richer life through artistic endeavors, that there is need to improve the cultural environment of the City of Coeur d'Alene and that growth of industry and commerce will be enhanced by cultural development.

It is declared to be the policy of the City of Coeur d'Alene to encourage the development of our artistic and cultural life and to join with all persons and institutions concerned with the arts to insure that the role of the arts in our community will grow and play an evermore significant part in the welfare and educational experience of the citizens of Coeur d'Alene.

2.84.020: ESTABLISHED; COMPOSITION; TERMS:

There is established an Arts Commission in the City of Coeur d'Alene, which shall consist of thirteen (13) members who shall receive no salary. Members shall be appointed by the mayor and confirmed by the city council, and any members may, in a like manner, be removed. No

more than four (4) members may reside outside city limits but within Kootenai County. One member shall be a high school student, who attends school within the boundary of School District 271, between the ages of fourteen (14) and eighteen (18) years, and one member shall be a permanent, voting liaison from the Coeur d'Alene Arts & Culture Alliance. All other members shall be chosen from the residents of the city. The term of office of each member shall be for a term of three (3) years or until his successor is appointed and qualified, whose term shall run for the duration of the existing term. The term of office for the high school student shall be for one year. No person shall be a member for more than two consecutive terms. The terms of office of the members shall be staggered in such a manner so that no more than four members may be up for reappointment or replacement in any given year.

2.84.030: OFFICERS; MEETINGS:

After appointment of the first membership and every two (2) years thereafter, following the first commission meeting in January, the commission shall organize by selecting a chairman and such other officers as deemed necessary by the commission. The commission shall meet at such times and places as may be determined by the chairman or by a majority of the members of the commission. A majority of the members of the committee shall be necessary to constitute a quorum at any meeting

2.84.040: DUTIES; RESPONSIBILITIES:

The duties and responsibilities of the Commission shall be as follows:

- A. To stimulate and encourage, throughout the City and surrounding area, the study and presentation of the performing and fine arts and public interest and participation therein;
- B. To make such surveys as may be deemed advisable of public and private institutions engaged within the City in artistic and cultural activities, including, but not limited to: music, theater, dance, creative writing, painting, sculpture, architect and allied arts and crafts, and to make recommendations concerning appropriate methods to encourage participation in, and appreciation of, the arts to meet the legitimate needs and aspirations of persons in the City of Coeur d'Alene;
- C. To take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of our City and to expand the City's cultural resources;
- D. To encourage and assist freedom of artistic expression essential for the well-being of the arts. (Ord. 1709 §4, 1982)
- E. To provide oversight for the City of Coeur d'Alene Public Art Program and other City public art programs;
- F. To comply with all city policies, procedures, and regulations.

APPENDIX A

Policy for Deaccessioning of Works of Art

City of Coeur d'Alene Art Commission

POLICY: Deaccessioning is a procedure for the withdrawal of artwork from the public collection. Deaccessioning will be considered only after careful and impartial evaluation of the artwork within the context of the collection as a whole.

Deaccessioning Procedure: A deaccessioning subcommittee will be appointed by CAC (Coeur d'Alene Arts Commission). The subcommittee will review the collection and make their recommendation of artworks for consideration/evaluation for deaccessioning.

Criteria for Deaccessioning:

1. Artwork has been damaged or has deteriorated and repair is impractical or unfeasible.
2. The artwork endangers public safety.
3. The artwork has been determined to be significantly incompatible or inferior in the context of the collection.
4. The artwork cannot be re-sited or re-siting would not be appropriate.
5. The work is not, or only rarely, on display because of lack of a suitable site.

Sale or Exchange

1. Sale may be through auction, gallery resale or direct bidding by Individuals in compliance with state/local law and policies.
2. Exchange may be through artist, gallery, museum or other institutions for one

or more artwork(s) of comparable value by the same artist.

3. Proceeds from the sale of works of art shall be returned to the general fund of the Art Commission.

* If CAC cannot dispose of the artwork in a timely manner the commission may recommend to the council that the art be donated to a non-profit organization

APPENDIX B

Donations of Artwork Policy

1. Background

Works of art are occasionally offered as donations to the City of Coeur d'Alene. The Coeur d'Alene Arts Commission, CAC, is responsible for reviewing and evaluating the suitability of a proposed artwork and recommending whether or not to accept it as a gift, and/or allow it to be installed on City property. If accepted, the maintenance of a gift of art is the responsibility of the City unless otherwise specified. In accepting a gift, the CAC may recommend that the City Council require that the donor establish a maintenance endowment to ensure an adequate quality of care for the artwork.

The CAC is responsible for review of all proposed gifts of art to the City, including donations by individuals, neighborhoods, community groups, and international organizations. Artworks created by any of these groups may be placed temporarily on City property without being offered to the City as gifts provided that the donor obtains the appropriate approvals and/or revocable permits (if any) for placement of the works, and agrees to maintain them throughout the life of the work. In these cases, gift review is not required.

A. Existing Works of Art

1. Donor contacts CAC or appropriate city staff to discuss the potential gift, providing photos or the actual artwork.
2. CAC/staff declines to consider the gift or presents the gift to the CAC. If presented in photo form, the CAC reserves the right to postpone any decision until the actual artwork is reviewed.
3. CAC accepts or declines the gift. If accepted, the donor is acknowledged on a plaque (if requested) and in other relevant materials.
4. Funds for maintenance are agreed upon by the donor and CAC and deposited by the donor into the Public Art Fund.

B. Commissioned Works of Art

1. Donor contacts CAC or appropriate city staff for a meeting to discuss idea for commission as well as the plan for selecting an artist.
2. CAC/staff declines to consider the commission or accepts the idea and the selection process.
3. Donor presents the selected artist and design for the commission to the CAC which may approve, provide suggestions for improvement or reject the proposal.
4. Donor presents a maintenance plan and deposits funds for the work's future care in the Public Art Fund.
5. Donor is acknowledged in a plaque and other promotional materials (if requested).

ORDINANCE NO. _____
COUNCIL BILL NO. 17-1014

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 1.40.020, 1.40.040, AND 1.40.050, COEUR D'ALENE MUNICIPAL CODE; REPEALING SECTION 1.40.030, COEUR D'ALENE MUNICIPAL CODE, RELATING TO PUBLIC ART; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted;

NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. *That Coeur d'Alene Municipal Code Section 1.40.020 is amended to read as follows:*

1.40.020: DEFINITIONS:

CAPITAL IMPROVEMENT PROJECT OR PROJECT: All capital Municipal construction or improvement projects or portions of projects, paid for wholly or in part by the City, including construction, renovation or remodel of any public park, eligible street projects, building, parking facility or any portion thereof within the City limits;

The following shall not be deemed capital improvement projects: maintenance and operation enhancements, equipment, studies or designs which do not result in construction of a physical structure, land acquisition, landscaping, change orders and other similar items.

ELIGIBLE CAPITAL IMPROVEMENT PROJECTS:

- A. Those capital improvement projects which are developed privately and leased back to the City of Coeur d'Alene.
- B. Any capital improvement project paid for wholly or in part by the City of Coeur d'Alene to construct or remodel any Municipal building, structure, street, or street overlay where the cost of construction or remodeling is in excess of twenty five thousand dollars (\$25,000.00).

- C. Eligible capital improvement projects do not include streets, sidewalks, curbs, alleys, or right-of-way improvements if the same are part of and funded by a local improvement district.
- D. Subsurface improvements, such as storm sewers; sanitary sewers; and water lines, including fire hydrants and other appurtenances, are exempted as are projects undertaken before the effective date hereof.
- E. In the event bonds are used to fund capital improvement projects, the capital improvement project shall be an eligible capital improvement project if so approved by:
 - 1. The Bond Election Ordinance; or
 - 2. The bond ordinance authorizing revenue bonds; or
 - 3. Other appropriate laws or regulations; or
 - 4. An official interpretation by another government entity regarding reliable use for funds which the agency is providing for the project and which includes art as an expenditure of funds.
- F. Nothing contained herein shall preclude funding the acquisition of public art for Municipal property in other ways. The City encourages matching funds whenever possible.

PUBLIC ART: Public art shall be defined under the following parameters.

- A. Works of art may be an integral part of a structure, attached to a structure or detached from a structure within or outside of it. Works of art may also be located on any publicly owned property. Art may also include arts education, performing arts, visual arts, community arts partnerships, and public art programming.
- B. Any works of art which are chosen must comply with the following standards in addition to any guidelines subsequently established by the City Council upon recommendation of the Art Commission:
- C. The work of art must be located in a public place with public visibility and impact.

SECTION 2 . *That Coeur d'Alene Municipal Code Section 1.40.030 is hereby repealed.*

SECTION 3. *That Coeur d'Alene Municipal Code Section 1.40.040 is amended to read as follows:*

1.40.~~040~~030: ADMINISTRATIVE RESPONSIBILITIES:

- A. The City designates the ~~Parks Director or Director's~~City Administrator or designee in cooperation with the City Art Commission to be responsible for the conservation and maintenance for all works of art in the public art program.
- B. An annual report shall be prepared by the Art Commission and submitted to the City Council and any other funding sources, as requested, on the condition and maintenance requirements on all works of art in the public art program.
- C. Public arts shall not be inconsistent with the City's Comprehensive Plan, goals, and purposes, Zoning and Subdivision Ordinances, and land uses contemplated therein.

SECTION 4. *That Coeur d'Alene Municipal Code Section 1.40.050 is amended to read as follows:*

1.40.~~050~~040: SOURCE OF FUNDS:

- A. From each eligible capital improvement project, the ~~City Council~~Finance Department shall place in the public art account an amount equal to one and thirty-three hundredths percent (1.33%) of the project's capitalized costs to the City regardless of whether the project is completed. The City's contributions to the public art account pursuant to this Chapter shall be funded from the City's current expense fund.
- B. ~~Of the one and thirty three hundredths percent (1.33%) from each eligible capital improvement project allocated to the public art account:~~
 - ~~1. No less than one percent (1%) of the eligible capital improvement project costs shall be allocated toward such public art pieces.~~
 - ~~No more than thirty three hundredths percent (0.33%) of the eligible capital improvement projects costs shall be used for administrative costs including, but not limited to, actual acquisition siting, costs of selection of public art, and maintenance of public art. The Arts Commission shall plan for, and set aside, no less than 15% of the value of a public art piece for future maintenance.~~
- C. In computing the amount to place in the public art account, the project's capitalized costs to the City shall include:
 1. The public art amount shall be determined at the time of the project budget approval and shall be based on estimated design and construction costs.

2. In computing the amount to place in the public art account, the project's capitalized costs to the City shall not include any portion of the project's cost which is not funded by the City unless it meets the conditions of Section 1.40.020 of this Chapter.

D. Nothing precludes other sources of funding and 15% shall be used for continuing maintenance.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 7. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 2, 2017.

APPROVED, ADOPTED and SIGNED this 2nd day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Sections 1.40.020, 1.40.040, and 1.40.050, Coeur d'Alene Municipal Code; and
Repealing Section 1.40.030, Coeur d'Alene Municipal Code

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 1.40.020, 1.40.040, AND 1.40.050, COEUR D'ALENE MUNICIPAL CODE; REPEALING SECTION 1.40.030, COEUR D'ALENE MUNICIPAL CODE, RELATING TO PUBLIC ART; PROVIDING REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Sections 1.40.020, 1.40.040, and 1.40.050, and Repealing Section 1.40.030, Coeur d'Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 2nd day of May, 2017.

Randall R. Adams, Chief Deputy City Attorney

PUBLIC WORKS COMMITTEE

Public Works Committee Staff Report

To: Public Works Committee

From: Don Keil, Assistant Wastewater Supt.

Date: April, 19, 2017

DECISION POINT:

Council may wish to approve the removal of a portion of our Sewer Capitalization Fee ordinance.

HISTORY:

Currently City Code 13.16.010 D. is being misread by nearly everyone that does not understand the purchase of sewer capacity. This "D." segment was reworded in our last Comprehensive Rate Study of 2012, in an attempt to clarify some of these misread points. With the wording change of 2012, this has continued to lead to many hours of debate within city staff and with our development community. Though the language of this "D." segment could be changed again, it would likely still be encumbered with issues relating to basic differences between a sewer capacity purchase and a rate purchase. Our single customer city water account records are useful for rate purposes but not very useful for establishing sewer capacity purchases for the life of the owners' property.

FINANCIAL ANALYSIS:

If Council elects to repeal "D." from your 13.16.010 ordinance; this should not impact the City nor Wastewater financially.

PERFORMANCE ANALYSIS:

If Council elects to repeal "D." from your 13.16.010 ordinance, this should only prevent misinterpretation of its use, by all parties. The "D" segment was not intended for single user adjustment of a capacity fee. The remaining language within this section of the ordinance is sufficient to meet the needs of a user that is mis-categorized.

DECISION POINT:

Council may wish to repeal the "D." segment of 13.16.010. or leave it in place. Your Staff recommends that this segment be repealed.

13.16.010: DESIGNATED:

- A. The owners of property connecting to the Coeur d'Alene sewer system, directly or by connecting to a private system that connects to the city sewer system, except property for which a monthly sewer service charge was being made prior to June 1, 1979, or except property for which a wastewater treatment plant expansion fee has been assessed by a local improvement district, shall be assessed a sewer capitalization fee (in addition to any hookup fee), in an amount as set forth in the following schedule:

CAPITALIZATION FEE SCHEDULE

General Customer Classification	Population Equivalents (PE)	Units	Fee Per Unit
			FY 2013
Capitalization fee per PE			\$1,433 .00
Residential:			
Single-family dwelling	2 .32		3,325 .00
Multiple-family dwelling (up to 2 units)	2 .32	Per unit	3,325 .00
Commercial - low:			
Bar or tavern	0 .20	Per seat	287 .00
Factories	0 .10	Per 100 sq. ft.	143 .00
Hospital	2 .50	Per bed	3,583 .00
Institution (other than hospital) ²	1 .25	Per bed	1,791 .00
Mobile home	2 .32	Per unit	3,325 .00
Multiple-family dwelling (>2 units)	2 .20	Per unit	3,153 .00
Office space	0 .10	Per 100 sq. ft.	143 .00
Retail space	0 .05	Per 100 sq. ft.	72 .00
School (without meal preparation)	0 .08	Per student and staff	115 .00
Warehouse	0 .040	Per 100 sq. ft.	57 .00
Commercial - medium:			

Hotel or motel (without kitchen facilities in room)	1 .30	Per unit	1,863 .00
Commercial - high ¹ :			
Bakeries	0 .20	Per seat	349 .00
Bowling alley	1 .00	Per lane	1,746 .00
Funeral homes	0 .05	Per sq. ft.	87 .00
Grocery markets with garbage disposals	0 .04	Per sq. ft.	70 .00
Hotel or motel (with kitchen facilities in room)	1 .60	Per unit	2,794 .00
Laundry, commercial	1 .90	Per washing machine	2,794 .00
Microbrewery ³		Per PE	n/a
Restaurants	0 .20	Per seat	349 .00
RV parks ⁴		Per PE	n/a
School (with meal preparation)	0 .13	Per student and staff	227 .00
Theaters (indoor per seat and outdoor per parking)	0 .03	Per seat	52 .00

Notes:

1. Fees for customers in the commercial-high classification include an extra strength surcharge for higher loadings of \$313.06 per PE.
2. Institution (other than hospital) includes childcare/group homes with more than 8 occupants and 2 caregivers.
3. PEs determined on an individual basis.
4. RV park PEs will be calculated on an individual basis at the current gallon per day calculation based on city data.

B. The sewer capitalization fees fixed herein are based upon population equivalents (74 gallons per day, 0.124 pound per day biochemical oxygen demand (BODs), 0.124 pound per day suspended solids (SS), and 0.006 pound per day total phosphorus (TP) and 0.015 pound per day nitrogen). The present population equivalent charge upon which the present residential and residential strength commercial rates are fixed is one thousand four hundred thirty three dollars (\$1,433.00) for FY 2013-2014 through FY 2016-2017. The population equivalent charge upon which

individual high strength commercial sewer connection charges are based includes a high strength surcharge to account for the greater than residential strength of these classifications. Development of these high strength population equivalent charges was tabulated in appendix C of the city of Coeur d'Alene wastewater rate and fee study, January 2013, by HDR Engineering Inc., and includes the following steps:

1. Calculation of the incremental strengths for the commercial-high customer classifications. "Incremental strength" is defined as the difference between the strength of a high strength commercial classification and residential strength (0.124 pound/day BOD, 0.124 pound/day SS, 0.006 pound/day TP, and 0.015 pound/day nitrogen). The incremental strengths are shown in appendix C, table C-3.
2. Multiplication of the incremental strength(s) by the respective unit costs (\$95.37 pound/day BOD, \$967.96 pound/day SS, \$30,188.51 per pound/day TP and \$1,822.64 per pound/day nitrogen). Summing the results yields the high strength surcharge of three hundred thirteen dollars six cents (\$313.06) as shown in appendix C, table C-3.
3. Adding the high strength surcharge to the population equivalent charge for residential strength customer yields the population equivalent charge for the high strength commercial classification.

C. Industrial users or other businesses with industrial waste, and uses not categorized above or not clearly defined as being within one or more of the above classifications shall be charged at a rate to be determined by the city council upon application of the property owner, after considering all relevant evidence pertaining thereto at a public hearing held for such purpose; the rate shall be established based upon consideration of the nature and intensity of the proposed use and total impact upon the city sewer system. The charge shall be directly related to the cost of providing sewage facilities for such use, and shall be proportionately consistent with the schedule set forth herein.

D. Should any commercial user be aggrieved by the foregoing schedule, or by the determination of the city council, such commercial user may, at his own expense, install a meter or device which measures the flow of sewage and provide strength testing by an accredited company. In the event the testing validates the commercial user's flow and strength are less than the initially placed CAP fee category, and the commercial user flow and strength characteristics will not exceed the measured flow in the future as determined by the wastewater superintendent or superintendent's designee, the charge shall be fixed based on the indicated results assuming such results reflect typical flow and strength of similar commercial customers and meets the wastewater superintendent or designee's review of typical flow and strength. Such meter or devices shall be installed, calibrated, and monitored by qualified personnel at the expense of the commercial user, and to the satisfaction of the wastewater superintendent or superintendent's designee. If the commercial customer's flow or strength levels increase, either after a reduction in the fee, or at any time after a commercial customer has paid a CAP fee, the city reserves the right to charge the commercial customer for the additional flow and strength capacity. (Ord. 3458, 2013, eff. 4-1-2013)

ORDINANCE NO. _____
COUNCIL BILL NO. 17-1015

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING MUNICIPAL CODE SECTION 13.16.010(D), ENTITLED "DESIGNATED," WITHIN THE SEWER CAPITALIZATION FEES CHAPTER; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation by the Public Works Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that Section 13.16.010(D), Municipal Code, be repealed;

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1 . *That Coeur d'Alene Municipal Code Section 13.16.010(D) is repealed:*

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 2, 2017.

APPROVED, ADOPTED and SIGNED this 2nd day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Repeal of Municipal Code Section 13.16.010(D) entitled "Designated,"
within the Sewer Capitalization Fees Chapter

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING MUNICIPAL CODE SECTION 13.16.010(D), ENTITLED "DESIGNATED," WITHIN THE SEWER CAPITALIZATION FEES CHAPTER; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Repealing Municipal Code Section 13.16.010(D) entitled “Designated,” within the Sewer Capitalization Fees Chapter, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 2nd day of May, 2017.

Randall R. Adams, Chief Deputy City Attorney

OTHER BUSINESS

CITY COUNCIL STAFF REPORT

DATE: April 27, 2017

FROM: Mike Gridley – City Attorney

SUBJECT: Approval of the Real Estate Purchase and Sale Agreement with Bad Axe, LLC for the Atlas Mill site

DECISION POINT:

Should the City Council approve the Real Estate Purchase and Sale Agreement with Bad Axe, LLC for the Atlas Mill site?

HISTORY:

The City is proposing to purchase approximately 47 acres known as the former Atlas Mill site from the current owner, Bad Axe, LLC. The property has been vacant since the Stimson Lumber company closed the mill approximately 10 years ago. The property is considered a brownfield site and has failed to be redeveloped following the mill closure. The property contains approximately 3,700 feet of waterfront on the Spokane River.

The City's purpose in buying the site is to obtain waterfront access and recreational/trail property for the community and to help facilitate the remediation of the land for redevelopment. The City owns the former BNSF railroad right of way that bisects the property. By purchasing this site the City will have access to the Spokane River and more land for public use. Also, the City sees an opportunity to work with Ignite CDA to remediate the site for redevelopment and ultimately job creation.

FINANCIAL ANALYSIS:

The purchase price is \$7,850,000 if completed by October 25, 2017 or \$8,000,000 if not completed until December 1, 2017. The funding source for the purchase will be determined during the due diligence period that expires on September 15, 2017. The City will ultimately sell or otherwise dispose of the property not needed for public use to make it available for redevelopment. Approval of the agreement requires a \$100,000 refundable escrow deposit.

PERFORMANCE ANALYSIS:

By purchasing the property the City will be able to annex the property into the City and control development of part of the property for public use. This will also allow City law enforcement to control illegal activities that have been happening on the vacant property.

Further, by acquiring the property the City will also have some control over how the property is ultimately developed. Once this property is remediated it will be very attractive for the recruitment of business development that will lead to job creation.

The City will have until September 15, 2017 to conduct “due diligence” on the site and then make a final decision on whether to proceed with closing on the purchase of the property. If the City decides to not proceed to closing then the escrow deposit will be refunded.

DECISION POINT/RECOMMENDATION:

City council must decide whether to approve the Real Estate Purchase and Sale Agreement with Bad Axe, LLC for the Atlas Mill site.



RESOLUTION NO. 17-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH BAD AXE, LLC, FOR THE ATLAS MILL SITE.

WHEREAS, the City of Coeur d'Alene has the opportunity to purchase real property identified in Exhibit "1," attached hereto and by this reference incorporated herein; and

WHEREAS, the City Attorney has reviewed Exhibit "1" and is satisfied that it accurately represents the discussions between the parties thereto; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the Citizens of Coeur d'Alene to execute the proposed Purchase and Sale Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Purchase and Sale Agreement attached as Exhibit "1."

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City.

DATED this 2nd day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCILMEMBER GOOKIN Voted _____

COUNCILMEMBER EDINGER Voted _____

COUNCILMEMBER MCEVERS Voted _____

COUNCILMEMBER MILLER Voted _____

COUNCILMEMBER ENGLISH Voted _____

COUNCILMEMBER EVANS Voted _____

_____ was absent. Motion _____.



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.
**NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS
OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.**

JULY 2015
EDITION



Page 1 of 6

ID# HBATOCDA DATE 04/20/2016
LISTING AGENCY Coldwell Banker Schneidmiller Office Phone # 800-829-2555 Fax # 208-664-4816
 Listing Agent Michael Gregg E-Mail mgregg@cbcsr.com Phone # _____
SELLING AGENCY Coldwell Banker Schneidmiller Office Phone # 800-829-2555 Fax # 208-664-4816
 Selling Agent Michael Gregg E-Mail mgregg@cbcsr.com Phone # _____

1. BUYER: City of Coeur d'Alene
 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to
 as "PROPERTY" **COMMONLY KNOWN AS** 3074 W Seltice Way
Coeur d'Alene City Kootenai County, ID, Zip 83814 legally described as: LT 1 & 2 EX R/W & EX
TAX #'S, ABAND NP RR R/W IN LTS 1 & 2 EX TAX #'S Section 10 Township 50 N Range
OR Legal Description Attached as exhibit A (Exhibit must accompany original offer and be signed or initialed by
BUYER and SELLER.)

2. \$ 7,850,000.00 **PURCHASE PRICE:** Seven Million Eight Hundred Fifty Thousand **DOLLARS,**
 payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No

3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

(A). \$ 100,000.00 **EARNEST MONEY:** BUYER hereby deposits One Hundred Thousand
 DOLLARS as Earnest Money evidenced by: ☐ cash ☐ personal check ☐ cashier's check ☐ note (due date): _____
☐ other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon receipt or
☒ upon acceptance by BUYER and SELLER or ☐ other _____
☒ other _____ North Idaho Title and shall be held by: ☐ Listing Broker ☐ Selling Broker
THE RESPONSIBLE BROKER SHALL BE: Coldwell Banker Commercial for the benefit of the parties hereto.

(B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with N/A (Not Applicable). IF
CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide
 SELLER within 180 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds
 and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial
 statement.

Cash proceeds from another sale: ☐ Yes ☒ No

(C). \$ _____ **NEW LOAN PROCEEDS:** This Agreement is contingent upon BUYER obtaining the following financing:
FIRST LOAN of \$ _____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA,
☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at:
☐ Fixed Rate ☐ Other _____. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing,

BUYER's Earnest Money shall be returned to BUYER.

SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____
LOAN APPLICATION: BUYER ☐ has applied **OR** ☐ shall apply for such loan(s) within _____ business days (five [5] if left blank) of SELLER'S
 acceptance. Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a **written**
confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds
necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender
underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this
 agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was
 required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written
 confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably
 withheld. If an appraisal is required by lender, **the PROPERTY must appraise at not less than purchase price** or BUYER'S Earnest Money shall be
 returned at BUYER'S request. *BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and*
conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. **FHA / VA:** If applicable, it is
 expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the
 PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in
 accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct
 Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

(D). \$ _____ **ADDITIONAL FINANCIAL TERMS:**
☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

(E). \$ 7,750,000 **APPROXIMATE FUNDS DUE AT CLOSING:** Cash at closing, not including closing costs, to be paid by BUYER at
 closing. In GOOD FUNDS, which includes: **cash, electronic transfer funds, certified check or cashier's check.**

BUYER'S Initials (____)(____) Date _____ SELLER'S Initials (____)(____) Date _____

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JULY 2015 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

Page 1 of 6

Resolution No 17-028

Exhibit 1

PROPERTY ADDRESS: 3074 W Seltice Way Coeur d'Alene ID 83814 ID#: HBATOCDA

4. OTHER TERMS AND/OR CONDITIONS:
See Addendum 1 & Addendum 2

5. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. INSPECTION: BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. **SIZE:** Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
- B. **LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. **ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. **UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. **UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): Seller does not represent or warranty any site, utility, improvements, or other property rights associated with the site.
- F. **HAZARDOUS MATERIALS:** The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.
- G. **TAX LIABILITY:** The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip the remainder of Section 6. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense**. BUYER shall, within 135 calendar days (thirty [30] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. **BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.**

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

- 1). If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
- 2). If BUYER **does** within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.
- 3). If BUYER **does** within the strict time period specified give to SELLER written notice of disapproved items, **BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable.** Upon receipt of written notice SELLER shall have 3 business days (three [3] if left blank) in which to **respond in writing**. SELLER, at SELLER's option, may correct the items as specified by BUYER in their letter or may elect not to do so. If SELLER agrees in writing to correct items requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, BUYER may proceed under 6(B)(4) below.
- 4). If SELLER does not agree to correct BUYER's items within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 3 business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.
- 5). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or

BUYER'S Initials (____)(____) Date _____

SELLER'S Initials (____)(____) Date _____

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correct. SELLER shall make the PROPERTY available for all Inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.**

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Within 10 business days (six [6] if left blank) of final acceptance of all parties, ~~SELLER~~ or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 30 business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, and cannot be made so within 2 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that North Idaho Title Title Company located at 601 Front Ave, Cda shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

9. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 6, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have 10 business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 6) to review any CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY, nothing contained herein shall constitute a waiver of BUYER to challenge CC&Rs directly with a homeowners association after closing. If BUYER timely and reasonably objects to a term of the CC&Rs, this Agreement shall terminate and the Earnest Money shall be returned to BUYER.

10. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☒ No ☐ N/A. Association fees/dues are \$ n/a per n/a. ☐ BUYER ☐ SELLER ☐ N/A to pay Homeowner's Association SET UP FEE of \$ n/a and/or PROPERTY TRANSFER FEES of \$ _____ at closing.

11. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is **NOT** intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 *et seq.* If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

12. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

13. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

BUYER'S Initials (____)(____) Date _____

SELLER'S Initials (____)(____) Date _____

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Coeur d'Alene

ID

83814

ID#:

HBATOCDA

14. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

15. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

16. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

17. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

18. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

19. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

21. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters.

23. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

24. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): 09/15/2017 unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances.

Upon closing SELLER agrees to pay EITHER 0 % (N/A if left blank) of the purchase price OR \$ 0.00 (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, prepaid costs and any fees associated with completing the transaction which includes but is not limited to those items in BUYER columns marked below.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	X				Environmental Inspection (Phase 1)	X			
Long Term Escrow Fees				X	Environmental Inspection (Phase 2)	X			
Closing Escrow Fee			X		Environmental Inspection (Phase 3)	X			
Survey	X				PERC Test				X
Flood Certification/Tracking Fee	X				Zoning Variance	X			
Title Ins. Standard Coverage Owner's Policy		X			Soil(s) Test(s)	X			
Title Ins. Extended Coverage Lender's Policy – Mortgage Policy				X	Hazardous Waste Report(s)	X			
Additional Title Coverage				X					
Water Rights Transfer Fee				X					
Attorney Contract Preparation or Review Fee			X						

BUYER'S Initials (____)(____) Date _____

SELLER'S Initials (____)(____) Date _____

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25. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. **If SELLER defaults**, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

26. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

27. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

28. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

29. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) 10/25/2017. The parties agree that the **CLOSING AGENCY** for this transaction shall be North Idaho Title located at 601 Front Ave. If a long-term escrow /collection is involved, then the long-term escrow holder shall be North Idaho Title.

30. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date 10/25/2017 at 12:00 ☐ am ☐ pm.

31. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated as of closing. BUYER to reimburse SELLER for fuel in tank ☐ Yes ☒ No (Not Applicable if left blank). Dollar amount may be determined by SELLER's supplier.

32. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing:
 1. Buyer's purchase of this property is subject to approval from Coeur d'Alene City Council. Buyer will need to receive this approval during the due diligence period.
 2. Seller agrees to consent to Buyer's application of the property into the City of Coeur d'Alene. All fees and costs associated with annexation will be borne by the Buyer. No annexation will occur and Seller can withdraw consent to annexation if the sale does not close for any reason. Annexation Documents are attached as Exhibit B.

33. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☒ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER'S Initials () () Date _____

SELLER'S Initials () () Date _____

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PROPERTY ADDRESS: 3074 W Seltice Way Coeur d'Alene ID 83814 ID#: HBATOCDA

34. ASSIGNMENT: This Agreement and any rights or interests created herein ☒ may ☐ may not be sold, transferred, or otherwise assigned.

35. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 5/4/2017 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M.

36. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

☐ SEE ATTACHED BUYER'S EXHIBIT(S): _____ (Specify number of BUYER exhibit(s) attached.)

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature _____ BUYER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent

BUYER Signature _____ BUYER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

37. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☒ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # 1 & 2

☒ SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) # A (Legal & Map)

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature _____ SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature _____ SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.



ADDENDUM # 1 (All addendums shall be numbered sequentially.)

JULY 2016 EDITION
Page 1 of 1

RE-11 ADDENDUM

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, **CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.**



Today's Date: 04/19/2017

This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other _____
("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is being used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).

AGREEMENT DATED: 04/19/2017 **ID #** HBATOCDA

ADDRESS: 3074 Seltice Way Coeur d'Alene **ID** 83814

BUYER(S): City of Coeur d'Alene

SELLER(S): Bad Axe, LLC

The undersigned parties hereby agree as follows:

1. Sales price to be \$7,850,000 (Seven Million Eight Hundred and Fifty Thousand Dollars). Closing to be October 25th, 2017 or sooner. Buyer can have the option to extend the closing to December 1st, 2017 with the sales price increasing to \$8,000,000 (Eight Million Dollars).

2. Buyer shall be responsible for any damage caused by due diligence inspections. At the end of the due diligence period, Buyer will instruct North Idaho Title to release \$100,000 non-refundable earnest money to Seller, which will be applied toward purchase price. See Addendum 1 for Default Terms.

3. Buyer to provide e-mail updates on due diligence progress every 30 days. Buyer to share engineering reports, soil reports, compaction studies, and other materials with Seller as they come available. Buyer to provide detailed updates regarding annexation and meetings. Seller reserves the right to approve any Annexation/City/URD documents or applications (as the current owner of the property).

4. Buyer required to confirm all property details and information during their due diligence period. Seller, and Coldwell Banker Schneidmiller Realty, make no warranties, representations, or guarantees about any aspects and details of the subject property.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. **All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same.** Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: _____ **Date:** _____

BUYER: _____ **Date:** _____

SELLER: _____ **Date:** _____

SELLER: _____ **Date:** _____



ADDENDUM # 2 (All addendums shall be numbered sequentially.)

JULY 2016 EDITION
Page 1 of 1

RE-11 ADDENDUM

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, **CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.**



Today's Date: 04/19/2017

This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other _____
("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is being used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).

AGREEMENT DATED: 04/19/2017 **ID #** HBATOCDA

ADDRESS: 3074 Seltice Way Coeur d'Alene **ID** 83814

BUYER(S): City of Coeur d'Alene

SELLER(S): Bad Axe, LLC

The undersigned parties hereby agree as follows:

If BUYER defaults in the performance of this Agreement, SELLER has the option of:

(1) accepting the Earnest Money as liquidated damages or

(2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under

(1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sale and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under

(2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her as Seller's sole and exclusive remedy and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any, This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. **All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same.** Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: _____ **Date:** _____

City of Coeur d'Alene **BUYER:** _____ **Date:** _____

SELLER: _____ **Date:** _____

Bad Axe, LLC **SELLER:** _____ **Date:** _____

Exhibit "A"

Legal Description

Parcel 1:

That portion of Government Lots 1 and 2 of Section 10, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, lying South of Seltice Way.

EXCEPT the West 230.00 feet thereof.

ALSO EXCEPT that portion of Government Lots 1 and 2 of Section 10, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

Commencing at the North quarter corner of said Section 10;

thence South 81°10'43" West, 1091.76 feet, to the South right of way line of Seltice Way and the Point of Beginning of this description;

thence North 89°23'05" West, along said right of way line, 666.00 feet;

thence South 00°36'55" West, 92.77 feet;

thence South 75°07'40" East, 110.00 feet;

thence South 69°55'42" East, 120.00 feet;

thence South 54°38'41" East, 543.04 feet;

thence North 00°36'55" East, 469.29 feet, to the Point of Beginning.

ALSO EXCEPT an irregular parcel of land lying situate on the Southeasterly side of the East bound or Southerly center line of highway survey as shown on the official plat of the Coeur d'Alene-Yellowstone Trail FI53(8) Highway Survey on file in the office of the Dept. of Highways of the State of Idaho, and lying in a portion of the Northeast quarter of the Northwest quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Beginning at the intersection of the Northwesterly boundary of the Atlas Tie Company road and the Southerly right of way line of the Coeur d'Alene-Yellowstone Trail FI53(8) Highway, which point bears South 29°45' West, 115.8 feet from Highway Survey Station 562+50.4 and which point of beginning is approximately 2265 feet East and 185 feet South from the Northwest corner of Section 10, Township 50 North, Range 4 West, Boise Meridian;

thence South 29°45' West a distance of 521.15 feet, more or less, to a point on the Northerly right of way line of the Northern Pacific Railway (Coeur d'Alene branch);

thence Westerly and Northwesterly along said railway right of way line on a curve having a radius of 1096 feet, more or less, a distance of 440 feet, more or less, to a point;

thence North 0°33' West a distance of 365.8 feet, more or less, to a point on the Southerly right of way line of said highway, which point bears South 0°33' East, 100 feet from the East bound or Southerly center line of Highway Station 555-00'

thence North 89°27' East along a line 100 feet Southerly from and parallel to said center line of said highway a distance of 692.00 feet, more or less, to the point of beginning.

ALSO EXCEPT any portion lying within the Burlington Northern Railroad right of way.

Parcel 2:

An irregular parcel of land lying situate on the Southeasterly side of the East bound or Southerly center line of highway survey as shown on the official plat of the Coeur d'Alene-Yellowstone Trail FI53(8) Highway Survey on file in the office of the Dept. of Highways of the State of Idaho, and lying in a portion of the Northeast quarter of the Northwest quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Beginning at the intersection of the Northwesterly boundary of the Atlas Tie Company road and the Southerly right of way line of the Coeur d'Alene-Yellowstone Trail FI53(8) Highway, which point bears South 29°45' West, 115.8 feet from Highway Survey Station 562+50.4 and which point of beginning is approximately 2265 feet East and 185 feet South from the Northwest corner of Section 10, Township 50 North, Range 4 West, Boise Meridian;

thence South 29°45' West a distance of 521.15 feet, more or less, to a point on the Northerly right of way line of the Northern Pacific Railway (Coeur d'Alene branch);

thence Westerly and Northwesterly along said railway right of way line on a curve having a radius of 1096 feet, more or less, a distance of 440 feet, more or less, to a point;

thence North 0°33' West a distance of 365.8 feet, more or less, to a point on the Southerly right of way line of said highway, which point bears South 0°33' East, 100 feet from the East bound or Southerly center line of Highway Station 555-00'

thence North 89°27' East along a line 100 feet Southerly from and parallel to said center line of said highway a distance of 692.00 feet, more or less, to the point of beginning.

Parcel 3:

All that part of the Northwest quarter of the Northeast quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, situated South of the present South right of way line of U.S. Highway #10, as shown on the official plat of the Coeur d'Alene-Yellowstone Trail, FI 53(8) Highway Survey on file in the office of the Department of Public Works of the State of Idaho, and Northwesterly of the West right of way line of the Spokane International Railway (Coeur d'Alene branch) and North of the North right of way line of the Northern Pacific Railway (Coeur d'Alene branch), and East of the West line of said Northwest quarter of the Northeast quarter of said Section 10.

Parcel 4:

Lots 1, 2, 3, and 4, Block 18, Riverside Park Addition, according to the plat recorded in Book "B" of Plats at page 138, records of Kootenai County, Idaho.

TOGETHER WITH that portion of vacated 4th Avenue, 5th Avenue, Elmwood Street and alley which attaches by operation of law.

TOGETHER WITH that portion of the following described parcel lying in the Northwest quarter of the Northeast quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho;

A strip of land 100.00 feet in width, said strip being 50.0 feet on each side of the existing track centerline as found on the ground. Beginning at the North quarter corner of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho;

thence South $11^{\circ}20'52''$ East, 690.12 feet to a point which is the intersection of the abandoned centerline of the former Northern Pacific Railroad and the Westerly right of way line of the Union Pacific Railroad, said point being the True Point of Beginning of this description;

thence Westerly along a circular curve to the left with a central angle of $15^{\circ}42'14''$, a radius of 1432.39 feet, for an arc length of 392.60 feet;

thence South $85^{\circ}57'40''$ West 361.40 feet;

thence along a circular curve to the right with a central angle of $39^{\circ}00'35''$, a radius of 1102.53 feet, for an arc length of 750.65 feet;

thence North $55^{\circ}01'45''$ West, 210.90 feet;

thence along a circular curve to the left with a central angle of $36^{\circ}05'28''$, a radius of 726.54 feet, for an arc length of 457.65 feet;

thence South $88^{\circ}52'47''$ West, 816.99 feet;

thence along a circular curve to the right with a central angle of $15^{\circ}17'07''$, a radius of 2864.79 feet, for an arc length of 764 feet, more or less, to a terminus point that lies 200.0 feet Westerly of the East half of Government Lot 4 of Section 9, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 5:

A parcel of land being all of Lot 6 and a portion of Lots 7, 8, and 9, Block 36, Riverside Park Addition to the City of Coeur d'Alene, according to the plat recorded in Book "B" of Plats at page 138, records of Kootenai County, Idaho, bounded and described as follows:

Beginning at the most Southerly corner of Lot 9 of said Block 36;

thence along the Easterly line of said Lot 9, north $30^{\circ}50'$ East, a distance of 20.61 feet, more or less, to a point 50.0 feet distant Southwesterly measured radially, from the centerline of the main track of the Coeur d'Alene branch of the Spokane International Railway Company as now constructed and operated, said point also being the beginning

of a non-tangent curve concave Northeasterly, the center of the circle of which the arc is a part bears North 65°00'37" East, a distance of 623.69 feet;

thence Northwesterly along said curve and concentric with said centerline through a central angle of 13°54'51", an arc distance of 151.46 feet to a point in the Northeasterly line of Lot 7 of said Block 36;

thence along the Northeasterly line of Lots 7 and 6, North 59°10' West, a distance of 129.0 feet, more or less, to the most Northerly corner of Lot 6;

thence along the Westerly line of said Lot 6, South 1°14'09" West, a distance of 138.0 feet to the Southwest corner of said Lot 6;

thence along the Southwesterly line of said Block 36, South 59°10' East, a distance of 174.63 feet, more or less, to the Point of Beginning.

TOGETHER WITH that portion of vacated Riverside Avenue, Abbington street and alley which attaches by operation of law.

Parcel 6:

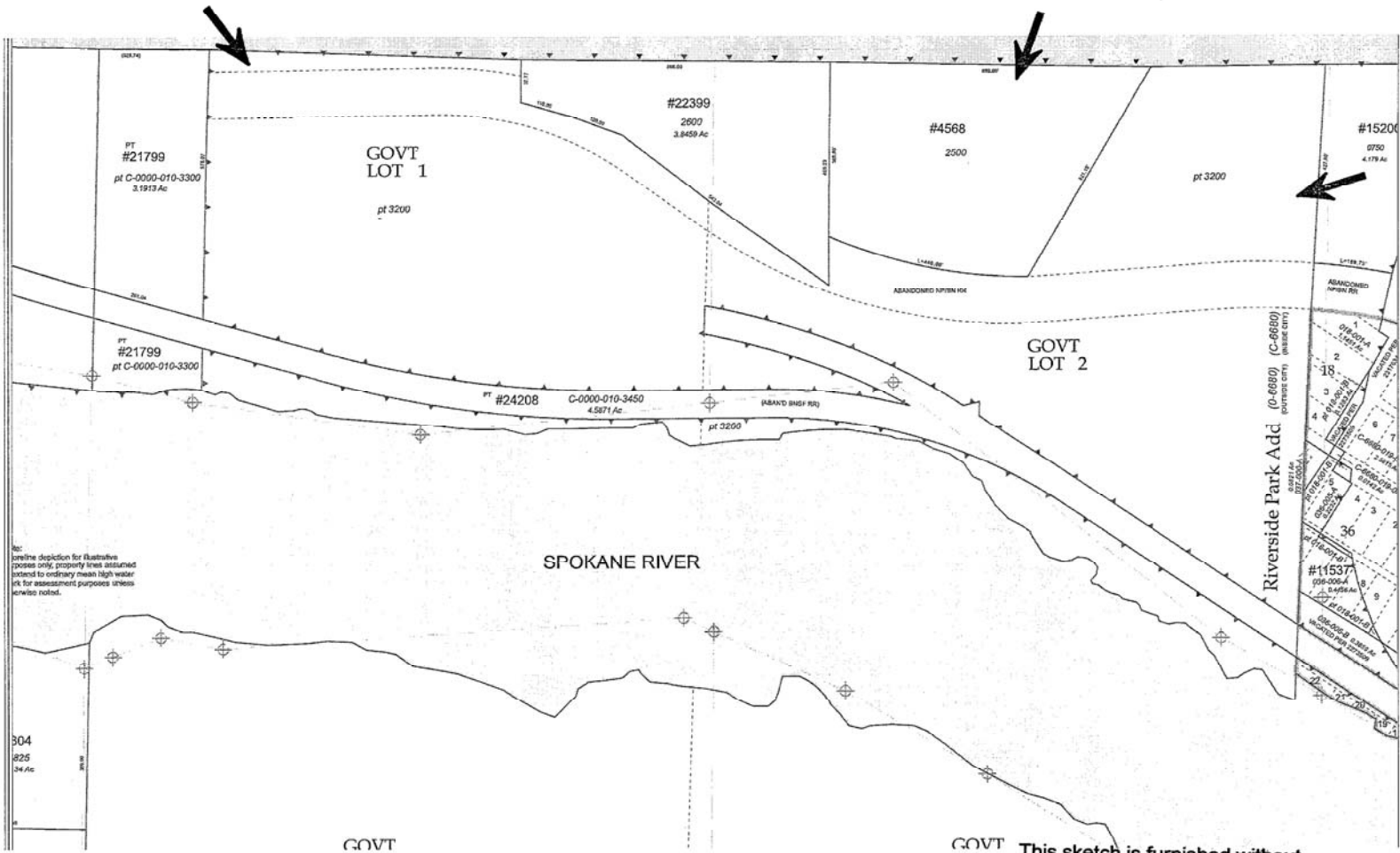
All of Block 37, Riverside Park Addition to Coeur d'Alene, according to the plat recorded in Book "B" of Plats at page 138, record of Kootenai County, Idaho.

TOGETHER WITH that portion of vacated 5th Avenue and Elmwood Street which attaches by operation of law.

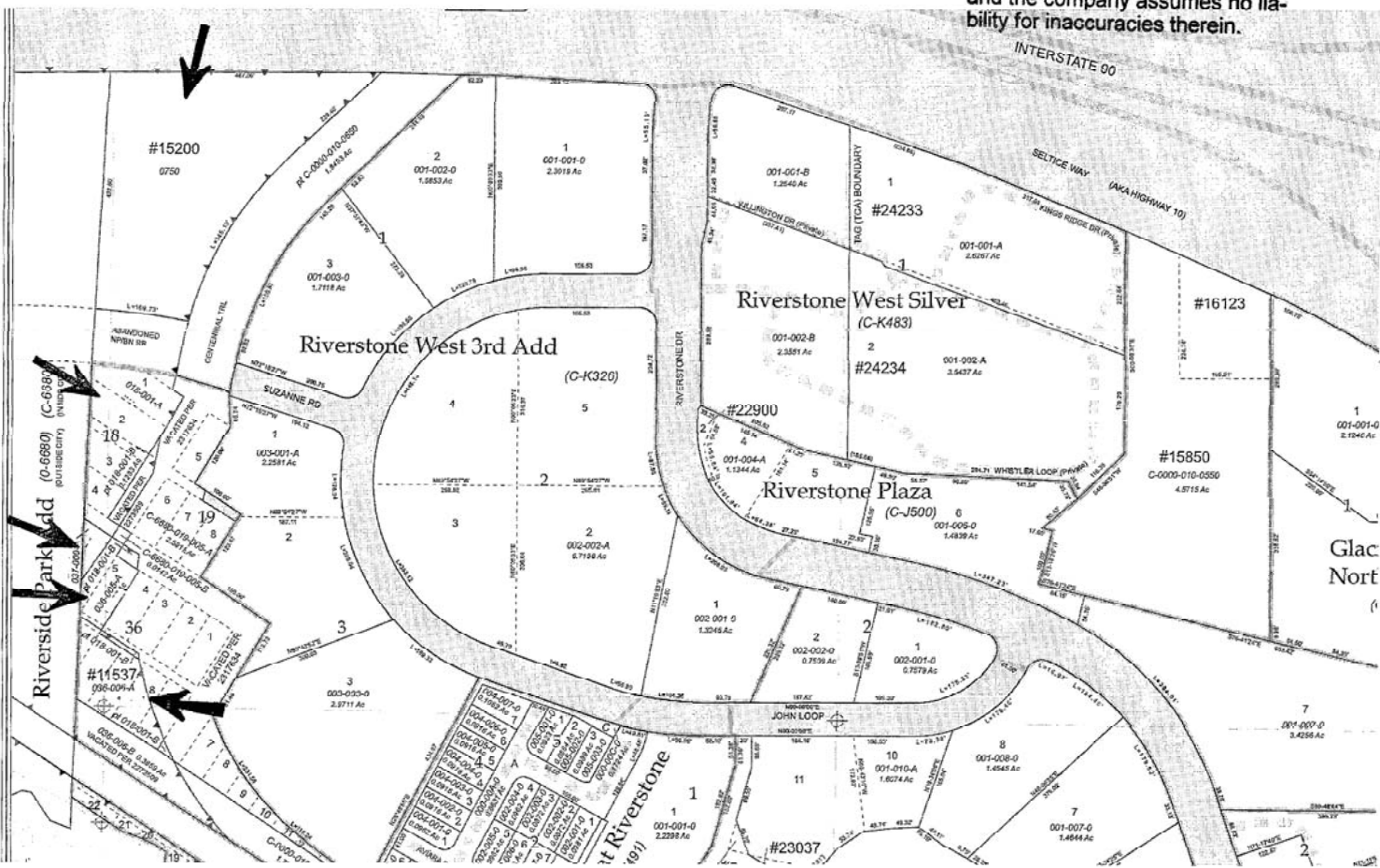
Parcel 7:

lot 5, Block 36 and Lots 1 to 22, inclusive, Block 38, Riverside Park Addition, according to the plat recorded in Book "B" of Plats at page 138, records of Kootenai County, Idaho.

TOGETHER WITH those portions of vacated 5th Avenue, Elmwood Street, Glenwood Street, alley and Park Strip which attaches by operation of law.



This sketch is furnished without charge solely for the purpose of assisting in locating said premises and the company assumes no liability for inaccuracies therein.



PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: April 4, 2017

FROM: Mike Gridley – City Attorney

SUBJECT: Conveyance of Right of Way along Government Way to the Lakes Highway District and the cities of Hayden and Dalton Gardens

=====

DECISION POINT:

Should the City Council convey right of way along Government Way from Dalton Avenue to Prairie Avenue to the Lakes Highway District and the cities of Hayden and Dalton Gardens?

HISTORY:

The city of Coeur d'Alene is the Project Sponsor of the Government Way improvement project. As the Project Sponsor the City acquired property on the east and west side of Government Way that lies in Lakes Highway District and the cities of Hayden and Dalton Gardens. The City now needs to convey the property to the respective entities where the property lies.

FINANCIAL ANALYSIS:

The properties were acquired with funding from the federal government grant for the project. The property is right of way and has no value to the City. State law allows cities to convey property to other taxing entities for no consideration.

PERFORMANCE ANALYSIS:

The conveyance of the right of way has no impact on the City.

DECISION POINT/RECOMMENDATION:

City Council should approve a declaration of no value and the conveyance of right of way along Government Way to the Lakes Highway District, and the cities of Hayden and Dalton Gardens and set a public hearing for the proposed conveyances.

RESOLUTION NO. 17-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING CONVEYANCE OF RIGHT-OF-WAY TITLE AND JURISDICTIONAL AUTHORITY TO THE CITY OF DALTON GARDENS.

WHEREAS, the City of Coeur d'Alene ("Coeur d'Alene") entered into a Memorandum of Understanding ("MOU") with the City of Dalton Gardens ("Dalton Gardens") dated July 20, 2010, and Amended November 6, 2012, in order to coordinate the improvement of Government Way from Dalton Avenue to Prairie Avenue, hereinafter "Project"; and

WHEREAS, as stated in the MOU, Coeur d'Alene was awarded funding for the Project; and

WHEREAS, Coeur d'Alene needed to acquire land in Dalton Gardens adjacent to the existing Government Way in order to complete the Project; and

WHEREAS, pursuant to the MOU, Coeur d'Alene agreed to be solely responsible to acquire the land needed for the Project; and

WHEREAS, Coeur d'Alene acquired right-of way within Dalton Gardens' jurisdictional boundaries, consistent with the MOU and the scope of the Project; and

WHEREAS, the right-of-way acquired by Coeur d'Alene is underutilized and Coeur d'Alene is not using the right-of-way within Dalton Gardens' jurisdictional boundaries for a public purpose, but Dalton Gardens will use that right-of-way within its jurisdictional boundaries for a public purpose, namely a public roadway; and

WHEREAS, Coeur d'Alene desires to unequivocally transfer all title and jurisdictional authority of the right-of-way within Dalton Gardens' jurisdictional boundaries to Dalton Gardens, pursuant to I.C. § 50-1401; and

WHEREAS, it is in Coeur d'Alene's best interests to transfer all title and jurisdictional authority of the right-of-way within Dalton Gardens' jurisdictional boundaries to Dalton Gardens without consideration, pursuant to I.C. § 50-1403(4); and

WHEREAS, the right-of-way Coeur d'Alene will convey to Dalton Gardens is more particularly described on **Exhibit "A"** attached hereto and incorporated by reference ("the Property"); and

WHEREAS, Coeur d'Alene will execute a quitclaim deed conveying all title and jurisdictional authority of the Property to Dalton Gardens as set forth on **Exhibit "B"** attached hereto.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Coeur d'Alene, that Coeur d'Alene convey all title and jurisdictional authority to the Property described in **Exhibit "A"** to Dalton Gardens.

BE IT FURTHER RESOLVED that Coeur d'Alene will execute the quitclaim deed set forth on **Exhibit "B"**.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such quitclaim deed on behalf of Coeur d'Alene.

BE IT FURTHER RESOLVED that Coeur d'Alene will enact an ordinance authorizing the transfer of the Property to Dalton Gardens without consideration pursuant to I.C. § 50-1403(4) as set forth on **Exhibit "C."**

DATED this 2nd day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

EXHIBIT A
LEGAL DESCRIPTIONS

Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 2, PI No. 11526L02
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being portions of Tracts 13, 14 and 15 and vacated street in Block 1, FIRST ADDITION TO MEYERDALE, according to the plat recorded in Book C, Page 3, records of Kootenai County, Idaho, lying situated in the SE ¼ of the NE ¼ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east ¼ corner of said Section 35 from which the northeast section corner of said section 35 bears North 00°38'25" East 2639.17 feet;

Thence along the East line of the Northeast ¼ of said Section 35, North 00°38'25" East 185.74 feet;

Thence North 89°21'35" West, 30.00 feet to the southeast corner of that parcel described in a Warranty Deed recorded as instrument No. 1910177, records of Kootenai County, Idaho, being the TRUE POINT OF BEGINNING, opposite Station 114+76.44 of said Street Survey;

Thence along the east line of said parcel and the west right-of-way line of Government Way, North 00°38'25" East 112.27 feet to the north line of said deed parcel;

Thence along the north line of said deed parcel, North 87°44'45" West 19.01 feet;

Thence parallel with said west right-of-way line, South 00°38'25" West 112.27 feet to the south line of said deed parcel;

Thence along said south line, South 87°44'45" East 19.01 feet to the TRUE POINT OF BEGINNING, opposite Station 114+76.44 of said Street Survey, containing approximately 0.049 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 3, PI No. 11526L03
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of Tract 48 and the North 6 feet of the vacated street abutting the south line of said Tract 48, FIRST ADDITION TO MEYERDALE, according to the plat recorded in Book C, Page 3, records of Kootenai County, Idaho, lying situated in the SE ¼ of the NE ¼ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east ¼ corner of said Section 35 from which the northeast section corner of said section 35 bears North 00°38'25" East 2639.17 feet;

Thence along the East line of the Northeast ¼ of said Section 35, North 00°38'25" East 298.01 feet;

Thence North 89°21'35" West, 30.00 feet to the southeast corner of that parcel described in a Quitclaim Deed recorded as instrument No.2138124000, records of Kootenai County, Idaho, being the TRUE POINT OF BEGINNING, opposite Station 115+88.71 of said Street Survey;

Thence along the east line of said parcel and the west right-of way line of Government Way, North 00°38'25" East 85.03 feet to the north line of said deed parcel;

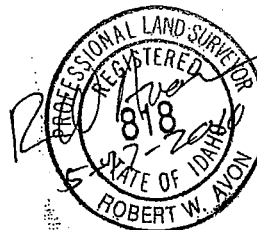
Thence along the north line of said deed parcel, North 87°46'08" West 19.01;

Thence along a line parallel with said west right-of-way line South 00°38'25" West 85.02 feet to the south line of said deed parcel;

Thence along said south line, South 87°44'45" East 19.01 feet to the TRUE POINT OF BEGINNING, opposite Station 115+88.71 of said Street Survey, containing approximately 0.037 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 4, PI No. 11526L04
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of Tract 48, FIRST ADDITION TO MEYERDALE, according to the plat recorded in Book C, Page 3, records of Kootenai County, Idaho, lying situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east $\frac{1}{4}$ corner of said Section 35 from which the northeast section corner of said section 35 bears North $00^{\circ}38'25''$ East 2639.17 feet;

Thence along the East line of the Northeast $\frac{1}{4}$ of said Section, North $00^{\circ}38'25''$ East 383.05 feet;

Thence North $89^{\circ}21'35''$ West, 30.00 feet to the southeast corner of that parcel described in a Quitclaim Deed recorded as instrument No.2138126000, records of Kootenai County, Idaho, being the TRUE POINT OF BEGINNING, opposite Station 116+73.75 of said Street Survey;

Thence along the east line of said parcel and the west right-of-way line of Government Way, North $00^{\circ}38'25''$ East 89.03 feet to the north line of said deed parcel;

Thence along the north line of said deed parcel, North $87^{\circ}46'08''$ West 19.01 feet to the north line of said parcel;

Thence along a line parallel with said west right-of-way line South $00^{\circ}38'25''$ West 89.03 feet to the south line of said deed parcel;

Thence along said south line, South $87^{\circ}46'08''$ East 19.01 feet to the TRUE POINT OF BEGINNING, opposite Station 116+73.75 of said Street Survey, containing approximately 0.039 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 5, PI No. 11526L05
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of Tract 48, FIRST ADDITION TO MEYERDALE, according to the plat recorded in Book C, Page 3, records of Kootenai County, Idaho, lying situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east $\frac{1}{4}$ corner of said Section 35 from which the northeast section corner of said section 35 bears North $00^{\circ}38'25''$ East 2639.17 feet;

Thence along the East line of the Northeast $\frac{1}{4}$ of said Section, North $00^{\circ}38'25''$ East 473.77 feet;

Thence North $89^{\circ}21'35''$ West, 30.00 feet to the southeast corner of that parcel described in a Warranty Deed recorded as instrument No.1383744, records of Kootenai County, Idaho, being the TRUE POINT OF BEGINNING, opposite Station 117+64.47 of said Street Survey;

Thence along the east line of said parcel and the west right-of-way line of Government Way, North $00^{\circ}38'25''$ East 132.05 feet to the north line of said deed parcel;

Thence along the north line of said deed parcel, North $87^{\circ}47'52''$ West 28.85 feet to the north line of said parcel;

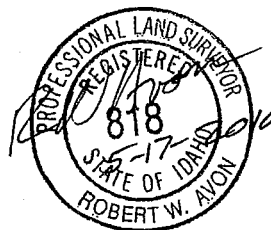
Thence South $42^{\circ}11'36''$ East, 14.48 feet;

Thence along a line parallel with said west right-of-way line South $00^{\circ}38'25''$ West 121.70 feet to the south line of said deed parcel;

Thence along said south line, South $87^{\circ}47'52''$ East 19.01 feet to the TRUE POINT OF BEGINNING, opposite Station 117+64.47 of said Street Survey, containing approximately 0.059 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 6, PI No. 11526L06
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of Tract 49, FIRST ADDITION TO MEYERDALE, according to the plat recorded in Book C, Page 3, records of Kootenai County, Idaho, lying situated in the SE 1/4 NE 1/4 of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east 1/4 corner of said Section 35 from which the northeast section corner of said section 35 bears North 00°38'25" East 2639.17 feet;

Thence along the East line of the Northeast 1/4 of said Section, North 00°38'25" East 658.49 feet;

Thence North 89°21'35" West, 30.00 feet to the southeast corner of said Tract 49 being the TRUE POINT OF BEGINNING, opposite Station 119+49.19 of said Street Survey;

Thence along the east line of said parcel and the west right-of way line of Government Way, North 00°38'25" East 327.43 feet to the south line of the north 3.28 feet of the south half of said tract 49;

Thence along said south line, North 88°19'57" West 19.00 feet;

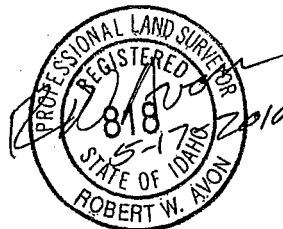
Thence parallel with said west right-of way line, South 00°38'25" West 306.68 feet;

Thence South 43°28'25" West 27.40 feet to the south line of said Tract 49;

Thence along said south line, South 87°49'57" East 37.64 feet to the TRUE POINT OF BEGINNING, opposite Station 119+49.19 of said Street Survey, containing approximately 0.147 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 7, PI No. 11526L07
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of Tract 49, FIRST ADDITION TO MEYERDALE, according to the plat recorded in Book C, Page 3, records of Kootenai County, Idaho, lying situated in the SE ¼ of the NE ¼ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east ¼ corner of said Section 35 from which the northeast section corner of said section 35 bears North 00°38'25" East 2639.17 feet;

Thence along the East line of the Northeast ¼ of said Section, North 00°38'25" East 985.92 feet;

Thence North 89°21'35" West, 30.00 feet to the southeast corner of the north 3.28 feet of the south half of said Tract 49, being the TRUE POINT OF BEGINNING, opposite Station 122+76.62 of said Street Survey;

Thence along the east line of said parcel and the west right-of way line of Government Way, North 00°38'25" East 138.26 feet to the north line of the south 135 feet of the north half of said tract 49;

Thence along said north line, North 88°19'57" West 19.00 feet;

Thence parallel with said west right-of way line, South 00°38'25" West 138.26 feet to the south line of the north 3.28 feet of the south half said Tract 49;

Thence along said south line, South 88°19'57" East 19.00 feet to the TRUE POINT OF BEGINNING, opposite Station 122+76.62 of said Street Survey, containing approximately 0.060 Acres.

This description was written using information from record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 8, PI No. 11526L08
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of Tract 49, FIRST ADDITION TO MEYERDALE, according to the plat recorded in Book C, Page 3, records of Kootenai County, Idaho, lying situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east $\frac{1}{4}$ corner of said Section 35 from which the northeast section corner of said section 35 bears North $00^{\circ}38'25''$ East 2639.17 feet;

Thence along the East line of the Northeast $\frac{1}{4}$ of said Section, North $00^{\circ}38'25''$ East 1124.18 feet;

Thence North $89^{\circ}21'35''$ West, 30.00 feet to the southeast corner of the north half less the south 135 feet of said Tract 49, being the TRUE POINT OF BEGINNING, opposite Station 124+14.88 of said Street Survey;

Thence along the east line of said parcel and the west right-of way line of Government Way, North $00^{\circ}38'25''$ East 195.68 feet;

Thence North $88^{\circ}50'00''$ West 19.00 feet;

Thence parallel with said west right-of way line, South $00^{\circ}38'25''$ West 195.51 feet to the south line of the north half less the south 135 feet of said Tract 49;

Thence along said south line, South $88^{\circ}19'57''$ East 19.00 feet to the TRUE POINT OF BEGINNING, opposite Station 124+14.88 of said Street Survey, containing approximately 0.085 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 9, PI No. 11526L09
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, lying situated in the NE ¼ of the NE ¼ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east ¼ corner of said Section 35 from which the northeast section corner of said section 35 bears North 00°38'25" East 2639.17 feet;

Thence along the East line of the Northeast ¼ of said Section, North 00°38'25" East 1319.86 feet;

Thence North 89°21'35" West, 30.00 feet to the southeast corner of that parcel described in a Warranty Deed recorded as instrument No. 2168030000, records of Kootenai County, Idaho, being the TRUE POINT OF BEGINNING, opposite Station 126+10.56 of said Street Survey;

Thence along the east line of said parcel and the west right-of way line of Government Way, North 00°38'25" East 199.87 feet to the north line of said deed parcel;

Thence along said north line, North 89°00'30" West 32.26 feet;

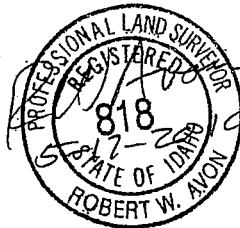
Thence South 44°11'30" East 18.81 feet;

Thence parallel with said west right-of-way line, South 00°38'25" West 186.55 feet to the south line of said deed parcel;

Thence along said south line, South 88°50'00" East 19.00 feet to the TRUE POINT OF BEGINNING, opposite Station 126+10.56 of said Street Survey, containing approximately 0.089 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Permanent Easement

Project No. A011(526) Key 11526
Parcel No. 10, PI No. 11526E10
May 19, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the NE ¼ of the NE ¼ of Section 35 lying situated in Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east ¼ corner of said Section 35 from which the northeast section corner of said section 35 bears North 00°38'25" East 2639.17 feet;

Thence along the East line of the Northeast ¼ of said Section 35, North 00°38'25" East 1522.40 feet;

Thence North 89°21'35" West, 466.06 feet to the northwest corner of that parcel described in a Warranty deed as instrument no. 823595 and the TRUE POINT OF BEGINNING, opposite Station 128+13.10 of said Street Survey;

Thence along the west line of said deed parcel South 00°37'33" West 10.07 feet;

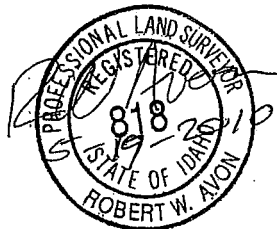
Thence South 89°00'30" East 47.93 feet;

Thence North 00°37'33" East 10.07 feet to the north line of said deed parcel and the south right-of-way line of Sunup Avenue;

Thence along said north line and said south right-of-way line, North 89°00'30" West 47.93 feet to the TRUE POINT OF BEGINNING, opposite Station 128+13.10 of said Street Survey, containing approximately 0.011 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Permanent Easement

Project No. A011(526) Key 11526
Parcel No. 11, PI No. 11526E11
May 19, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the NE ¼ of the NE ¼ of Section 35 lying situated in Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east ¼ corner of said Section 35 from which the northeast section corner of said section 35 bears North 00°38'25" East 2639.17 feet;

Thence along the East line of the Northeast ¼ of said Section 35, North 00°38'25" East 1582.30 feet;

Thence North 89°21'35" West, 448.96 feet to the southwest corner of that parcel described in a Warranty deed as instrument no. 1638348 and the TRUE POINT OF BEGINNING, opposite Station 128+73.00 of said Street Survey;

Thence along the west line of said deed parcel North 00°39'45" East 10.50 feet;

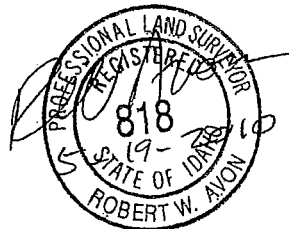
Thence South 89°00'30" East 31.30 feet;

Thence South 00°39'45" West 10.50 feet to the south line of said deed parcel and the north right-of-way line of Sunup Avenue;

Thence along said south line and said north right-of-way line, North 89°00'30" West 31.30 feet to the TRUE POINT OF BEGINNING, opposite Station 128+73.00 of said Street Survey, containing approximately 0.008 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 12, PI No. 11526L12
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, lying situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east $\frac{1}{4}$ corner of said Section 35 from which the northeast section corner of said section 35 bears North $00^{\circ}38'25''$ East 2639.17 feet;

Thence along the East line of the Northeast $\frac{1}{4}$ of said Section, North $00^{\circ}38'25''$ East 1579.73 feet;

Thence North $89^{\circ}21'35''$ West, 30.00 feet to the southeast corner of that parcel described in a Warranty Deed recorded as instrument No. 892229, records of Kootenai County, Idaho, being the TRUE POINT OF BEGINNING, opposite Station 128+70.43 of said Street Survey;

Thence along the east line of said parcel and the west right-of-way line of Government Way, North $00^{\circ}38'25''$ East 100.02 feet to the north line of said deed parcel;

Thence along the north line of said deed parcel, North $89^{\circ}02'30''$ West 19.00 feet;

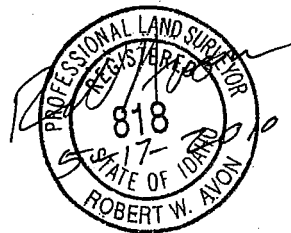
Thence parallel with said west right-of-way line, South $00^{\circ}38'25''$ West 86.57 feet

Thence South $45^{\circ}48'30''$ West 18.95 feet to the south line of said deed parcel;

Thence along said south line, South $89^{\circ}00'30''$ East 32.44 feet to the TRUE POINT OF BEGINNING, opposite Station 128+70.43 of said Street Survey, containing approximately 0.046 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No.13, PI No. 11526L13
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, lying situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east $\frac{1}{4}$ corner of said Section 35 from which the northeast section corner of said section 35 bears North $00^{\circ}38'25''$ East 2639.17 feet;

Thence along the East line of the Northeast $\frac{1}{4}$ of said Section, North $00^{\circ}38'25''$ East 1679.75 feet;

Thence North $89^{\circ}21'35''$ West, 30.00 feet to the southeast corner of the of that parcel described in a Warranty Deed recorded as instrument No. 892228, records of Kootenai County, Idaho, being the TRUE POINT OF BEGINNING, opposite Station 129+70.45 of said Street Survey;

Thence along the east line of said parcel and the west right-of way line of Government Way, North $00^{\circ}38'25''$ East 100.00 feet to the north line of of said deed parcel;

Thence along said north line, North $89^{\circ}02'30''$ West 19.00 feet;

Thence parallel with said west right-of-way line, South $00^{\circ}38'25''$ West 100.00 feet to the south line of said deed parcel;

Thence along said south line, South $89^{\circ}02'30''$ East 19.00 feet to the TRUE POINT OF BEGINNING, opposite Station 129+70.45 of said Street Survey, containing approximately 0.044 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No.14, PI No. 11526L14
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, lying situated in the NE 1/4 of the NE 1/4 of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east 1/4 corner of said Section 35 from which the northeast section corner of said section 35 bears North 00°38'25" East 2639.17 feet;

Thence along the East line of the Northeast 1/4 of said Section, North 00°38'25" East 1779.75 feet;

Thence North 89°21'35" West, 30.00 feet to the southeast corner of that parcel described in a Quitclaim Deed recorded as instrument No. 2138223000, records of Kootenai County, Idaho, being the TRUE POINT OF BEGINNING, opposite Station 130+70.45 of said Street Survey;

Thence along the east line of said parcel, and the west right-of-way line of Government Way, North 00°38'25" East 222.08 feet to the north line of said deed parcel;

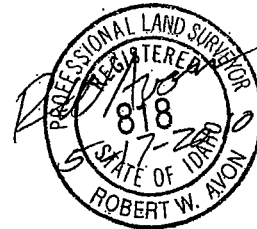
Thence along said north line, North 89°01'10" West 19.00 feet;

Thence parallel with said west right-of-way line, South 00°38'25" West 222.08 feet to the south line of said deed parcel;

Thence along said south line, South 89°02'30" East 19.00 feet to the TRUE POINT OF BEGINNING, opposite Station 130+70.45 of said Street Survey, containing approximately 0.097 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No.15, PI No. 11526L15
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of Lot 2, Block 1, Sunrise Commercial Park First Addition according to the to the plat recorded in Book K, Page 259, records of Kootenai County, Idaho, lying situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east $\frac{1}{4}$ corner of said Section 35 from which the northeast section corner of said section 35 bears North $00^{\circ}38'25''$ East 2639.17 feet;

Thence along the East line of the Northeast $\frac{1}{4}$ of said Section, North $00^{\circ}38'25''$ East 2001.93 feet;

Thence North $89^{\circ}21'35''$ West, 47.00 feet to a point on the south line of said Lot 2 being the TRUE POINT OF BEGINNING, opposite Station 132+92.63 of said Street Survey;

Thence along the east line of said parcel 1 and the west right-of way line of Government Way, North $00^{\circ}38'25''$ East 60.00 feet to the north line of said parcel 1;

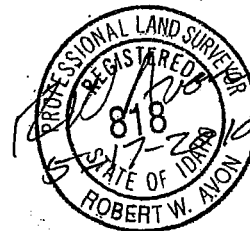
Thence along said north line, North $89^{\circ}01'10''$ West 2.00 feet;

Thence parallel with said west right-of-way line, South $00^{\circ}38'25''$ West 60.00 feet to the south line of said parcel 1;

Thence along said south line, South $89^{\circ}01'10''$ East 2.00 feet to the TRUE POINT OF BEGINNING, opposite Station 132+92.63 of said Street Survey, containing approximately 0.003 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 16, PI No. 11526L16
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave.; Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, lying situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east $\frac{1}{4}$ corner of said Section 35 from which the northeast section corner of said section 35 bears North $00^{\circ}38'25''$ East 2639.17 feet;

Thence along the East line of the Northeast $\frac{1}{4}$ of said Section, North $00^{\circ}38'25''$ East 2061.83 feet to the southeast corner of that parcel 1 described in a Quitclaim Deed recorded as instrument No. 1903799, records of Kootenai County, Idaho,

Thence North $89^{\circ}21'35''$ West, 30.00 feet to a point on the south line of said parcel 1 and the west right-of-way line of Government Way, being the TRUE POINT OF BEGINNING, at Station 133+52.53 of said Street Survey;

Thence along said west right-of-way line, North $00^{\circ}38'25''$ East 95.05 feet to the north line of said parcel 1

Thence along said north line, North $88^{\circ}49'36''$ West 19.00 feet to a point that is 49.00 west of said east section line;

Thence parallel with said section line, South $00^{\circ}38'25''$ West 95.11 feet to the south line of said parcel 1;

Thence along said south line, South $89^{\circ}01'10''$ East 19.00 feet to the TRUE POINT OF BEGINNING, at Station 133+52.53 of said Street Survey.

containing approximately 0.041 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No.17, PI No. 11526L17
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, lying situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east $\frac{1}{4}$ corner of said Section 35 from which the northeast section corner of said section 35 bears North $00^{\circ}38'25''$ East 2639.17 feet;

Thence along the East line of the Northeast $\frac{1}{4}$ of said Section, North $00^{\circ}38'25''$ East 2156.87 feet to the southeast corner of parcel 2 as described in a Quitclaim Deed recorded as instrument No. 1903799, records of Kootenai County, Idaho, being the TRUE POINT OF BEGINNING, at Station 134+47.57 of said Street Survey;

Thence North $89^{\circ}21'35''$ West, 30.00 feet to a point on the south line of said parcel 2 and the west right-of-way line of Government Way;

Thence along west right-of-way line parallel with and the east line of the Northeast $\frac{1}{4}$ of said Section, North $00^{\circ}38'25''$ East 65.17 feet to the north line of said parcel 2;

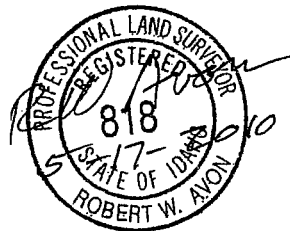
Thence along said north line, North $88^{\circ}49'36''$ West 19.00 feet to a point that is 49.00 west of said east section line;

Thence parallel with said section line, South $00^{\circ}38'25''$ West 65.17 feet to the south line of said parcel 2;

Thence along said south line, South $88^{\circ}49'36''$ East 19.00 feet to the TRUE POINT OF BEGINNING, at Station 134+47.57 of said Street Survey containing approximately 0.028 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No.18, PI No. 11526L18
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, lying situated in the NE ¼ of the NE ¼ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east ¼ corner of said Section 35 from which the northeast section corner of said section 35 bears North 00°38'25" East 2639.17 feet;

Thence along the East line of the Northeast ¼ of said Section, North 00°38'25" East 2222.05 feet to the southeast corner of that parcel described in a Deed recorded as instrument No. 1776092, records of Kootenai County, Idaho;

Thence North 89°21'35" West, 30.00 feet to a point on the south line of said deed parcel and the west right-of-way line of Government Way being the TRUE POINT OF BEGINNING, at Station 135+12.75 of said Street Survey;

Thence along said west right-of-way line parallel with the east line of the Northeast ¼ of said Section, North 00°38'25" East 209.38 feet to the north line of said deed parcel,

Thence along said north line, North 88°48'39" West 19.00 feet to a point that is 49.00 west of said east section line;

Thence parallel with said section line, South 00°38'25" West 209.39 feet to the south line of said deed parcel;

Thence along said south line, South 88°49'36" East 19.00 feet to the TRUE POINT OF BEGINNING, at Station 135+12.75 of said Street Survey containing approximately 0.091 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No.19, PI No. 11526L19
May 18, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, lying situated in the NE ¼ of the NE ¼ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east ¼ corner of said Section 35 from which the northeast section corner of said section 35 bears North 00°38'25" East 2639.17 feet;

Thence along the East line of the Northeast ¼ of said Section, North 00°38'25" East 2431.43 feet to the southeast corner of that parcel described in a Warranty Deed recorded as instrument No. 1985439, records of Kootenai County, Idaho;

Thence North 89°21'35" West, 30.00 feet to a point on the south line of said deed parcel and the west right-of-way line of Government Way being the TRUE POINT OF BEGINNING, at Station 137+22.13 of said Street Survey;

Thence along said west right-of-way line parallel with the east line of the Northeast ¼ of said Section, North 00°38'25" East 1381.17 feet;

Thence North 44°18'58" West 42.58 feet to the south right-of- way line of Hanley Avenue;

Thence along said right-of- way line, North 88°49'36" West 15.28 feet;

Thence South 01°10'24" West 2.00 feet;

Thence South 88°49'36" East 6.97 feet;

Thence South 44°05'36" East 27.59 feet;

Thence parallel with said section line, South 00°38'25" West 146.59 feet to a point on the south line of said deed parcel;

Thence along said south line, South 88°49'36" East 19.00 feet to the TRUE POINT OF BEGINNING, at Station 137+22.13 of said Street Survey containing approximately 0.069 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 20, PI No. 11526L20
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of Lot 1 Block 6, Silver Lake Mall, according to the plat recorded in Book F, Page 294, records of Kootenai County, Idaho, lying situated in the SE 1/4 of the SE 1/4 of Section 26, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the southeast corner of said Section 26 from which the northeast 1/4 corner of said section 26 bears North 00°38'40" East;

Thence along the East line of the Southeast 1/4 of said Section 26, North 00°38'40" East 64.37 feet;

Thence North 89°21'20" West, 40.00 feet to a point on the west right-of-way of Government Way and the True POINT OF BEGINNING, opposite Station 139+94.24 of said Street Survey;

Thence along said west right-of way line North 00°38'40" East 88.62 feet;

Thence North 89°21'20" West 9.00 feet;

Thence parallel with said west right-of-way line, South 00°38'40" West 90.35 feet;

Thence South 45°54'30" West 29.83 feet to the north right-of-way line of Hanley Avenue;

Thence along said north right-of-way line, South 88°49'36" East 7.19 feet;

Thence North 45°54'30" East 32.38 feet to the TRUE POINT OF BEGINNING, opposite Station 139+94.24 of said Street Survey, containing approximately 0.022 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 21, PI No. 11526L21
May14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the south 135 feet of Tract 297, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the SW ¼ of the NW ¼ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west ¼ corner of said Section 36 from which the northwest section corner of said section 36 bears North 00°38'25" East 2639.17 feet;

Thence along the West line of the Northwest ¼ of said Section 36, North 00°38'25" East 29.71 feet;

Thence South 89°21'35" East, 30.00 feet to a point on the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 113+20.41 of said Street Survey;

Thence along said east right-of way line, North 00°38'25" East 125.08 feet to the north line of the south 135 feet of said tract 297;

Thence along the north line of said tract, South 88°48'30" East 15.50 feet;

Thence parallel with said east right-of-way line, South 00°38'25" West 109.94 feet;

Thence South 44°04'44" East 35.71 feet to the north right-of way line of Dalton Avenue;

Thence along said north right-of way line the following three courses;

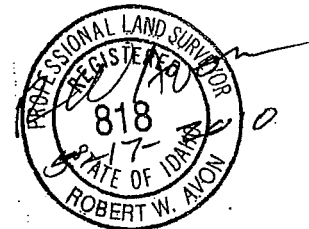
North 88°48'30" West 15.63 feet;

Thence North 00°38'25" East 10.00 feet;

Thence North 88°48'30" West 25.00 feet to the TRUE POINT OF BEGINNING, opposite Station 113+20.41 of said Street Survey, containing approximately 0.050 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 22, PI No. 11526L22
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of Tract 297, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west $\frac{1}{4}$ corner of said Section 36 from which the northwest section corner of said section 36 bears North $00^{\circ}38'25''$ East 2639.17 feet;

Thence along the West line of the Northwest $\frac{1}{4}$ of said Section 36, North $00^{\circ}38'25''$ East 154.79 feet;

Thence South $89^{\circ}21'35''$ East, 30.00 feet to the southwest corner of that parcel described in a warranty deed recorded as instrument No. 2000584, records of Kootenai County, Idaho, and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 114+45.34 of said Street Survey;

Thence along said east right-of way line, North $00^{\circ}38'25''$ East 174.80 feet to the north line of said tract 297;

Thence along said north line, South $88^{\circ}47'05''$ East 15.50 feet;

Thence parallel with said east right-of-way line, South $00^{\circ}38'25''$ West 174.80 feet to the south line of said deed parcel;

Thence along said south line, North $88^{\circ}48'30''$ West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 114+45.34 of said Street Survey, containing approximately 0.062 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 23, PI No. 11526L23
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the south half of the south 3/5 of Tract 298, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the SW 1/4 of the NW 1/4 of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west 1/4 corner of said Section 36 from which the northwest section corner of said section 36 bears North 00°38'25" East 2639.17 feet;

Thence along the West line of the Northwest 1/4 of said Section 36, North 00°38'25" East 329.59 feet;

Thence South 89°21'35" East, 30.00 feet to the southwest corner of said tract 298 and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 116+20.29 of said Street Survey;

Thence along said east right-of way line, North 00°38'25" East 98.97 feet to the north line of the south half of the south 3/5 of said tract 298;

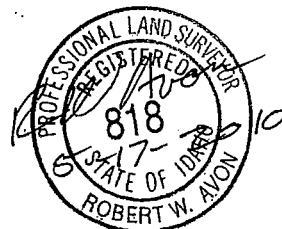
Thence along said north line, South 88°46'39" East 15.50 feet;

Thence parallel with said east right-of-way line, South 00°38'25" West 98.96 feet to the south line of said tract 297;

Thence along said south line, North 88°47'05" West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 116+20.29 of said Street Survey, containing approximately 0.035 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 24, PI No. 11526L24
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the north half of the south 3/5 of Tract 298, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the SW ¼ of the NW ¼ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west ¼ corner of said Section 36 from which the northwest section corner of said section 36 bears North 00°38'25" East 2639.17 feet;

Thence along the West line of the Northwest ¼ of said Section 36, North 00°38'25" East 428.56 feet;

Thence South 89°21'35" East, 30.00 feet to the southwest corner of the north half of the south 3/5 of said tract 298 and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 117+19.26 of said Street Survey;

Thence along said east right-of way line, North 00°38'25" East 98.97 feet to the north line of the north half of the south 3/5 of said tract 298;

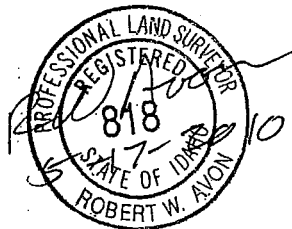
Thence along said north line, South 88°46'13" East 15.50 feet;

Thence parallel with said east right-of-way line, South 00°38'25" West 98.96 feet to the south line of the north half of the south 3/5 of said tract 298;

Thence along said south line, North 88°46'39" West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 117+19.26 of said Street Survey, containing approximately 0.035 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 25, PI No. 11526L25
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the north 2/5 of Tract 298, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the SW ¼ of the NW ¼ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west ¼ corner of said Section 36 from which the northwest section corner of said section 36 bears North 00°38'25" East 2639.17 feet;

Thence along the West line of the Northwest ¼ of said Section 36, North 00°38'25" East 527.53 feet;

Thence South 89°21'35" East, 30.00 feet to the southwest corner of the north 2/5 of said tract 298 and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 118+18.23 of said Street Survey;

Thence along said east right-of way line, North 00°38'25" East 131.95 feet to the north line of said tract 298;

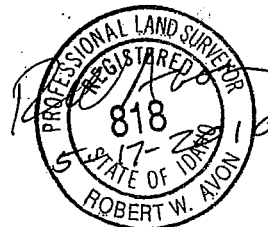
Thence along said north line, South 88°45'39" East 15.50 feet;

Thence parallel with said east right-of-way line, South 00°38'25" West 131.95 feet to the south line of the north 2/5 of said tract 298;

Thence along said south line, North 88°46'13" West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 118+18.23 of said Street Survey, containing approximately 0.047 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 26, PI No. 11526L26
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the south half of Tract 299, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east $\frac{1}{4}$ corner of said Section 36 from which the northwest section corner of said section 36 bears North $00^{\circ}38'25''$ East 2639.17 feet;

Thence along the West line of the Northwest $\frac{1}{4}$ of said Section 36, North $00^{\circ}38'25''$ East 659.48 feet;

Thence South $89^{\circ}21'35''$ East, 30.00 feet to the southwest corner of said of said tract 299 and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 119+50.18 of said Street Survey;

Thence along said east right-of way line, North $00^{\circ}38'25''$ East 164.94 feet to the north line of the south half of said tract 299;

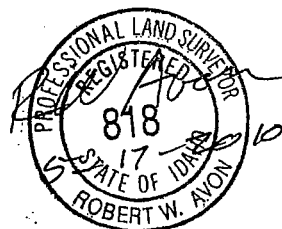
Thence along said north line, South $88^{\circ}44'56''$ East 15.50 feet;

Thence parallel with said east right-of-way line, South $00^{\circ}38'25''$ West 164.94 feet to the south line of said tract 299;

Thence along said south line, North $88^{\circ}45'39''$ West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 119+50.18 of said Street Survey, containing approximately 0.059 Acres;

This description was written from record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 27, PI No. 11526L27
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the north half of Tract 299, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west $\frac{1}{4}$ corner of said Section 36 from which the northwest section corner of said section 36 bears North $00^{\circ}38'25''$ East 2639.17 feet;

Thence along the West line of the Northwest $\frac{1}{4}$ of said Section 36, North $00^{\circ}38'25''$ East 824.42 feet;

Thence South $89^{\circ}21'35''$ East, 30.00 feet to the southwest corner of the north half of said tract 299 and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 121+15.12 of said Street Survey;

Thence along said east right-of way line, North $00^{\circ}38'25''$ East 164.94 feet to the north line of said tract 299;

Thence along said north line, South $88^{\circ}44'13''$ East 15.50 feet;

Thence parallel with said east right-of-way line, South $00^{\circ}38'25''$ West 164.94 feet to the south line of the north half of said tract 299;

Thence along said south line, North $88^{\circ}44'56''$ West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 121+15.12 of said Street Survey, containing approximately 0.059 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 28, PI No. 11526L28
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the south half of Tract 300, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the SW ¼ of the NW ¼ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west ¼ corner of said Section 36 from which the northwest section corner of said section 36 bears North 00°38'25" East 2639.17 feet;

Thence along the West line of the Northwest ¼ of said Section 36, North 00°38'25" East 989.36 feet;

Thence South 89°21'35" East, 30.00 feet to the southwest corner of said tract 300 and the east right-of-way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 122+80.06 of said Street Survey;

Thence along said east right-of-way line, North 00°38'25" East 164.94 feet to the north line of the south half of said tract 300;

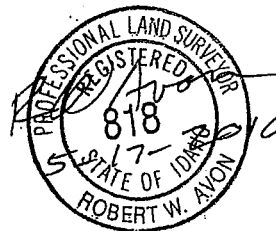
Thence along said north line, South 88°43'30" East 15.50 feet;

Thence parallel with said east right-of-way line, South 00°38'25" West 164.94 feet to the south line of said tract 300;

Thence along said south line, North 88°44'13" West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 122+80.06 of said Street Survey, containing approximately 0.059 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 29, PI No. 11526L29
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the north half of Tract 300, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the SW ¼ of the NW ¼ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west ¼ corner of said Section 36 from which the northwest section corner of said section 36 bears North 00°38'25" East 2639.17 feet;

Thence along the West line of the Northwest ¼ of said Section 36, North 00°38'25" East 1154.30 feet;

Thence South 89°21'35" East, 30.00 feet to the southwest corner of the north half of said tract 300 and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 124+45.00 of said Street Survey;

Thence along said east right-of way line, North 00°38'25" East 164.94 feet to the north line of said tract 300;

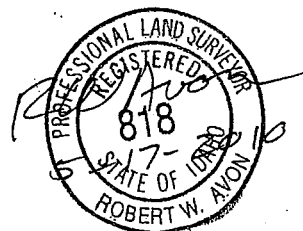
Thence along said north line, South 88°42'47" East 15.50 feet;

Thence parallel with said east right-of-way line, South 00°38'25" West 164.94 feet to the south line of the north half of said tract 300;

Thence along said south line, North 88°43'30" West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 124+45.00 of said Street Survey, containing approximately 0.059 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 30, PI No. 11526L30
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the Wild Goose Condominiums, according to the plat recorded in Book "K" of Plats, Page 77, records of Kootenai County, Idaho, lying situated in the NW ¼ of the NW ¼ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west ¼ corner of said Section 36 from which the northwest section corner of said section 36 bears North 00°38'25" East 2639.17 feet;

Thence along the West line of the Northwest ¼ of said Section 36, North 00°38'25" East 1319.25 feet;

Thence South 89°21'35" East, 30.00 feet to the southwest corner of said plat and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 126+09.95 of said Street Survey;

Thence along said east right-of way line, North 00°38'25" East 164.87 feet to the north line of said plat;

Thence along said north line, South 88°42'05" East 15.50 feet;

Thence parallel with said east right-of-way line, South 00°38'25" West 164.87 feet to the south line of said plat;

Thence along said south line, North 88°42'47" West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 126+09.95 of said Street Survey, containing approximately 0.059 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 31, PI No. 11526L31
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the north half of Tract 301, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west $\frac{1}{4}$ corner of said Section 36 from which the northwest section corner of said section 36 bears North $00^{\circ}38'25''$ East 2639.17 feet;

Thence along the West line of the Northwest $\frac{1}{4}$ of said Section 36, North $00^{\circ}38'25''$ East 1484.12 feet;

Thence South $89^{\circ}21'35''$ East, 30.00 feet to the southwest corner of the north half of said tract 301 and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 127+74.82 of said Street Survey;

Thence along said east right-of way line, North $00^{\circ}38'25''$ East 164.97 feet to the north line of said tract 301;

Thence along said north line, South $88^{\circ}40'55''$ East 15.50 feet;

Thence parallel with said east right-of-way line, South $00^{\circ}38'25''$ West 164.97 feet to the south line of the north half of said tract 301;

Thence along said south line, North $88^{\circ}42'05''$ West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 127+74.82 of said Street Survey, containing approximately 0.059 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 32, PI No. 11526L32
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the south 3/5 of Tract 302, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the of the NW ¼ of the NW ¼ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west ¼ corner of said Section 36 from which the northwest section corner of said section 36 bears North 00°38'25" East 2639.17 feet;

Thence along the West line of the Northwest ¼ of said Section 36, North 00°38'25" East 1649.09 feet;

Thence South 89°21'35" East, 30.00 feet to the southwest corner of the of said tract 302 and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 129+39.79 of said Street Survey;

Thence along said east right-of way line, North 00°38'25" East 197.80 feet to the north line of the south 3/5 of said tract 302;

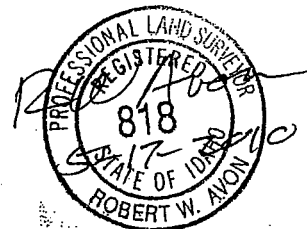
Thence along said north line, South 88°41'24" East 15.50 feet;

Thence parallel with said east right-of-way line, South 00°38'25" West 197.80 feet to the south line of said tract 302;

Thence along said south line, North 88°40'55" West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 129+39.79 of said Street Survey, containing approximately 0.070 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 33, PI No. 11526L33
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the north 2/5 of Tract 302, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the NW ¼ of the NW ¼ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west ¼ corner of said Section 36 from which the northwest section corner of said section 36 bears North 00°38'25" East 2639.17 feet;

Thence along the West line of the Northwest ¼ of said Section 36, North 00°38'25" East 1846.89 feet;

Thence South 89°21'35" East, 30.00 feet to the southwest corner of the north 2/5 of said tract 302 and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 131+37.59 of said Street Survey;

Thence along said east right-of way line, North 00°38'25" East 132.12 feet to the north line of said tract 302;

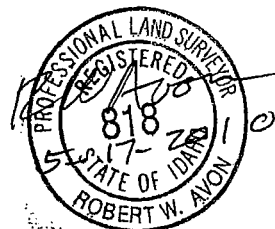
Thence along said north line, South 88°39'03" East 15.50 feet;

Thence parallel with said east right-of-way line, South 00°38'25" West 132.11 feet to the south line of the north 2/5 of said tract 302;

Thence along said south line, North 88°41'24" West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 131+37.59 of said Street Survey, containing approximately 0.047 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 34, PI No. 11526L34
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the south 99 feet of Tract 303, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the NW ¼ of the of the NW ¼ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west ¼ corner of said Section 36 from which the northwest section corner of said section 36 bears North 00°38'25" East 2639.17 feet;

Thence along the West line of the Northwest ¼ of said Section 36, North 00°38'25" East 1979.01 feet;

Thence South 89°21'35" East, 30.00 feet to the southwest corner of the of said tract 303 and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 132+69.71 of said Street Survey;

Thence along said east right-of way line, North 00°38'25" East 99.01 feet to the north line of the south 99 feet of said tract 303;

Thence along said north line, South 88°39'03" East 15.50 feet;

Thence parallel with said east right-of-way line, South 00°38'25" West 99.01 feet to the south line of said tract 303;

Thence along said south line, North 88°39'03" West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 132+69.71 of said Street Survey, containing approximately 0.035 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 35, PI No. 11526L35
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of Tract 303 less the south 99 feet thereof, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the NW ¼ of the NW ¼ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west ¼ corner of said Section 36 from which the northwest section corner of said section 36 bears North 00°38'25" East 2639.17 feet;

Thence along the West line of the Northwest ¼ of said Section 36, North 00°38'25" East 2078.02 feet;

Thence South 89°21'35" East, 30.00 feet to the northwest corner of the south 99 feet of said tract 303 and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 133+68.72 of said Street Survey;

Thence along said east right-of way line, North 00°38'25" East 230.13 feet to the north line of said tract 303;

Thence along said north line, South 88°37'11" East 15.50 feet;

Thence parallel with said east right-of-way line, South 00°38'25" West 230.12 feet to the north line of the south 99 feet of said tract 303;

Thence along said north line, North 88°39'03" West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 133+68.72 of said Street Survey, containing approximately 0.082 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 36, PI No. 11526L36
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of Tract 304, Dalton Gardens Addition to Hayden Lake Irrigated Lands, according to the plat recorded in Book "B" of Plats, Page 151, records of Kootenai County, Idaho, lying situated in the NW ¼ of the of the NW ¼ of Section 36, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the west ¼ corner of said Section 36 from which the northwest section corner of said section 36 bears North 00°38'25" East 2639.17 feet;

Thence along the West line of the Northwest ¼ of said Section 36, North 00°38'25" East 2308.15 feet;

Thence South 89°21'35" East, 30.00 feet to the southwest corner of said tract 304 and the east right-of way line of Government Way, being the TRUE POINT OF BEGINNING, opposite Station 135+98.85 of said Street Survey;

Thence along said east right-of way line, North 00°38'25" East 286.14 feet;

Thence North 46°17'48" East 20.37 to the south right-of-way line of Hanley Avenue;

Thence along said south right-of-way line, South 88°32'35" East 14.71 feet;

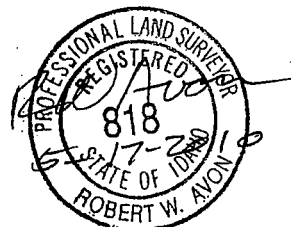
Thence South 19°34'43" West 42.45 feet to to a point that is 45.50 feet east of the west line of said Section 36 ;

Thence parallel with the east right-of-way line of Government Way, South 00°38'25" West 260.21 feet to the south line of said tract 304;

Thence along said north line, North 88°37'11" West 15.50 feet to the TRUE POINT OF BEGINNING, opposite Station 135+98.85 of said Street Survey, containing approximately 0.111 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 37, PI No. 11526L37
May 14, 2010
Land situated in Kootenai County

A parcel of land being East of the centerline of Government Way and Easterly of the existing Easterly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying situated in Section 25, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the southwest corner of said Section 25 from which the northwest $\frac{1}{4}$ corner of said section 25 bears North $00^{\circ}38'40''$ East;

Thence along the West line of the Southwest $\frac{1}{4}$ of said Section 25, North $00^{\circ}38'40''$ East 45.00 feet;

Thence South $89^{\circ}21'20''$ East, 30.00 feet to the east right-of-way line of Government Way and the TRUE POINT OF BEGINNING, opposite Station 139+74.87 of said Street Survey;

Thence along said east right-of way line North $00^{\circ}38'40''$ East 31.83 feet;

Thence South $43^{\circ}57'19''$ East 42.17 feet;

Thence South $01^{\circ}27'25''$ West 22.64 feet to the north right-of-way line of Hanley Avenue;

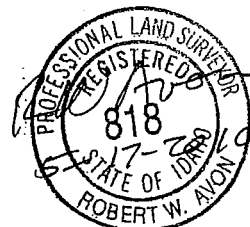
Thence along said right-of-way line, North $88^{\circ}32'35''$ West 13.94 feet to the east right-of-way line of Government Way;

Thence along said east right-of-way line, North $01^{\circ}27'20''$ East 5.00 feet;

Thence continuing along said right-of-way line, North $43^{\circ}57'19''$ West 21.96 feet to the TRUE POINT OF BEGINNING, opposite Station 139+74.87 of said Street Survey, containing approximately 0.021 Acres;

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007-adj.



Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 38, PI No. 11526L38
May 14, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, and being a portion of Lot 3, Block 1, SUNRISE COMMERCIAL PARK FIRST ADDITION according to the plat recorded in Book K, Page 259, records of Kootenai County, Idaho, lying situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east $\frac{1}{4}$ corner of said Section 35 from which the northeast section corner of said section 35 bears North $00^{\circ}38'25''$ East 2639.17 feet;

Thence along the East line of the Northeast $\frac{1}{4}$ of said Section 35, North $00^{\circ}38'25''$ East 1582.30 feet;

Thence North $89^{\circ}21'35''$ West, 448.96 feet to the southeast corner of said Lot 3 and the TRUE POINT OF BEGINNING, opposite Station 128+73.00 of said Street Survey;

Thence along the east line of said Lot 3 North $00^{\circ}39'45''$ East 160.27 feet to the northeast corner thereof;

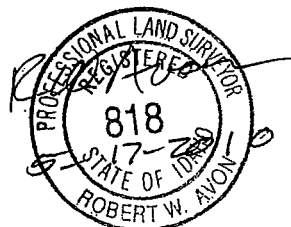
Thence along the north line of said Lot 3, North $89^{\circ}13'22''$ West 140.13 feet;

Thence parallel with the west line of said Lot 3, South $00^{\circ}45'52''$ West 159.74 feet to the south line thereof and the north right-of-way line of Sunup Avenue;

Thence along said south line and said north right-of-way line, South $89^{\circ}00'30''$ East 140.42 feet to the TRUE POINT OF BEGINNING, opposite Station 128+73.00 of said Street Survey, containing approximately 0.515 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



Project No. A012(308)
Key No. 12308
Parcel 18
12308L18
Prepared: 4-24-14
Fee Title Acquisition

That portion of Government Lot 10, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet, from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of said Government Lot 10, North 00°38'45" East a distance of 24.17 feet to centerline station 139+54.04; Thence South 89°21'15" East a distance of 59.29 feet to the East right of way of said Government Way, said point being 59.29 feet right of centerline station 139+54.04, said point being the **TRUE POINT OF BEGINNING**;

Thence along said East right of way, North 01°27'20" East a distance of 22.64 feet to an angle point in said East right of way, said point being 59.61 feet right of centerline station 139+76.67;

Thence South 43°57'03" East a distance of 32.24 feet to the North right of way of Hanley Ave;

Thence along said North right of way, North 88°32'42" West a distance of 22.96 feet to the **TRUE POINT OF BEGINNING**, said point being 59.29 feet right of centerline station 139+54.04.

TOGETHER WITH:

That portion of Government Lot 10, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet, from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of said Government Lot 10, North 00°38'45" East a distance of 76.83

feet to centerline station 140+06.70; Thence South 89°21'15" East a distance of 30.00 feet to a point on the East right of way of said Government Way, said point being 30.00 feet right of centerline station 140+06.70, said point being the **TRUE POINT OF BEGINNING**;

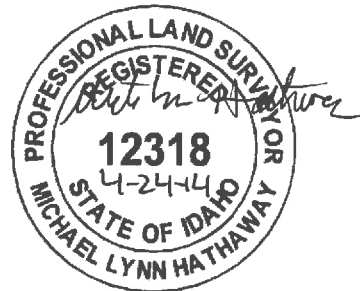
Thence along said East right of way, parallel to said project centerline and West line, North 00°38'45" East a distance of 101.85 feet to the South line of a parcel of land described in a Quitclaim Deed recorded as instrument number 1888724, records of Kootenai County, Idaho, said point being 30.00 feet right of centerline station 141+08.55;

Thence along said South line, South 88°55'01" East a distance of 16.50 feet;

Thence parallel to said project centerline and West line, South 00°38'45" West a distance of 118.46 feet to a point on the North line of a parcel of land as described in a deed recorded as instrument number 2305718000, records of Kootenai County, Idaho;

Thence along the North line of said parcel, North 43°57'03" West a distance of 23.50 feet to the **TRUE POINT OF BEGINNING**, said point being 30.00 feet right of centerline station 140+06.70.

Containing 2,078 square feet or 0.048 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 19
12308L19
Prepared: 4-24-14
Fee Title Acquisition

That portion of Government Lot 10, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet, from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of said Government Lot 10, North 00°38'45" East a distance of 178.68 feet to centerline station 141+08.55; Thence South 89°21'15" East a distance of 30.00 feet to a point on the East right of way of said Government Way, said point being on the South line of a parcel described in Quitclaim Deed recorded as instrument number 1888724, records of Kootenai County, Idaho, point being 30.00 feet right of centerline station 141+08.55, said point being the **TRUE POINT OF BEGINNING**;

Thence along said East right of way, parallel to said project centerline and West line, North 00°38'45" East a distance of 152.41 feet to the South line of Lot 9, Block 1 of Rude 2nd Addition, recorded in Book E of Plats, Page 123, records of Kootenai County, Idaho, said point being 30.00 feet right of centerline station 142+60.96;

Thence along said South line, South 88°32'34" East a distance of 16.50 feet;

Thence parallel to said project centerline and West line, South 00°38'45" West a distance of 152.31 feet to a point on the South Line of said Quitclaim Deed parcel;

Thence along said South line, North 88°55'01" West a distance of 16.50 feet to the **TRUE POINT OF BEGINNING**, said point being 30.00 feet right of centerline station 141+08.55.

Containing 2,514 square feet or 0.058 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 20
12308L20
Prepared: 4-24-14
Fee Title Acquisition

That portion of Lot 9, Block 2 of Rude 2nd Addition, recorded in Book E of Plats, Page 123, records of Kootenai County, Idaho, located in Government Lot 10, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet, from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of said Government Lot 10, North 00°38'45" East a distance of 331.09 feet to centerline station 142+60.96; Thence South 89°21'15" East a distance of 30.00 feet to the Southwest corner of said Lot 9, point being 30.00 feet right of centerline station 142+60.96, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lot 9, North 00°38'45" East a distance of 138.81 feet to the Northwest corner of said Lot 9, said point being 30.00 feet right of centerline station 143+99.77;

Thence along the North line of said Lot 9, South 88°32'45" East a distance of 16.50 feet;

Thence parallel to said project centerline and West line, South 00°38'45" West a distance of 138.81 feet to the South line of said Lot 9;

Thence along said South line, North 88°32'34" West a distance of 16.50 feet to the **TRUE POINT OF BEGINNING**, said point being 30.00 feet right of centerline station 142+60.96.

Containing 2,290 square feet or 0.052 acres more or less.



Project No. A012(308)

Key No. 12308

Parcel 21

12308L21

Prepared: 4-24-14

Fee Title Acquisition

That portion of Lot 8, Block 2 of Rude 2nd Addition, recorded in Book E of Plats, Page 123, records of Kootenai County, Idaho, located in Government Lot 10, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet, from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of said Government Lot 10, North 00°38'45" East a distance of 469.90 feet to centerline station 143+99.77; Thence South 89°21'15" East a distance of 30.00 feet to the Southwest corner of said Lot 8, point being 30.00 feet right of centerline station 143+99.77, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lot 8, North 00°38'45" East a distance of 138.68 feet to the Northwest corner of said Lot 8, said point being 30.00 feet right of centerline station 145+38.45;

Thence along the North line of said Lot 8, South 88°32'45" East a distance of 16.50 feet;

Thence parallel to said project centerline and West line, South 00°38'45" West a distance of 138.68 feet to South line of said Lot 8;

Thence along said South line, North 88°32'45" West a distance of 16.50 feet to the **TRUE POINT OF BEGINNING**, said point being 30.00 feet right of centerline station 143+99.77.

Containing 2,288 square feet or 0.052 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 22
12308L22
Prepared: 4-24-14
Fee Title Acquisition

That portion of Lot 7, Block 2 of Rude 2nd Addition, recorded in Book E of Plats, Page 123, records of Kootenai County, Idaho, located in Government Lot 10, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet, from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of said Government Lot 10, North 00°38'45" East a distance of 608.58 feet to centerline station 145+38.45; Thence South 89°21'15" East a distance of 30.00 feet to the Southwest corner of said Lot 7, point being 30.00 feet right of centerline station 145+38.45, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lot 7, North 00°38'45" East a distance of 138.74 feet to the Northwest corner of said Lot 7, said point being 30.00 feet right of centerline station 146+77.19;

Thence along the North line of said Lot 7, South 88°32'45" East a distance of 16.50 feet;

Thence parallel to said project centerline and West line, South 00°38'45" West a distance of 138.74 feet to the South line of said Lot 7;

Thence along said South line, North 88°32'45" West a distance of 16.50 feet to the **TRUE POINT OF BEGINNING**, said point being 30.00 feet right of centerline station 145+38.45.

Containing 2,289 square feet or 0.052 acres more or less.



Project No. A012(308)

Key No. 12308

Parcel 23

12308L23

Prepared: 4-24-14

Fee Title Acquisition

That portion of Lot 6, Block 2 of Rude 2nd Addition, recorded in Book E of Plats, Page 123, records of Kootenai County, Idaho, located in Government Lot 10, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet, from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of said Government Lot 10, North 00°38'45" East a distance of 747.32 feet to centerline station 146+77.19; Thence South 89°21'15" East a distance of 30.00 feet to the Southwest corner of said Lot 6, point being 30.00 feet right of centerline station 146+77.19, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lot 6, North 00°38'45" East a distance of 138.74 feet to the Northwest corner of said Lot 6, said point being 30.00 feet right of centerline station 148+15.94;

Thence along the North line of said Lot 6, South 88°32'45" East a distance of 16.50 feet;

Thence parallel to said project centerline and West line, South 00°38'45" West a distance of 138.74 feet to the South line of said Lot 6;

Thence along said South line, North 88°32'45" West a distance of 16.50 feet to the **TRUE POINT OF BEGINNING**, said point being 30.00 feet right of centerline station 146+77.19.

Containing 2,289 square feet or 0.052 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 24
12308L24
Prepared: 4-24-14
Fee Title Acquisition

That portion of Lot 5, Block 2 of Rude 2nd Addition, recorded in Book E of Plats, Page 123, records of Kootenai County, Idaho, located in Government Lot 10, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet, from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of said Government Lot 10, North 00°38'45" East a distance of 886.07 feet to centerline station 148+15.94; Thence South 89°21'15" East a distance of 30.00 feet to the Southwest corner of said Lot 5, point being 30.00 feet right of centerline station 148+15.94, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lot 5, North 00°38'45" East a distance of 138.74 feet to the Northwest corner of said Lot 5, said point being 30.00 feet right of centerline station 149+54.68;

Thence along the North line of said Lot 5, South 88°32'45" East a distance of 16.50 feet;

Thence parallel to said project centerline and West line, South 00°38'45" West a distance of 138.74 feet to the South line of said Lot 5;

Thence along said South line, North 88°32'45" West a distance of 16.50 feet to the **TRUE POINT OF BEGINNING**, said point being 30.00 feet right of centerline station 148+15.94.

Containing 2,289 square feet or 0.052 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 25
12308L25
Prepared: 4-23-14
Fee Title Acquisition

That portion of Lot 4, Block 2 of Rude 2nd Addition, recorded in Book E of Plats, Page 123, records of Kootenai County, Idaho, located in Government Lot 10, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet, from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of said Government Lot 10, North 00°38'45" East a distance of 1024.81 feet to centerline station 149+54.68; Thence South 89°21'15" East a distance of 30.00 feet to the Southwest corner of said Lot 4, point being 30.00 feet right of centerline station 149+54.68, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lot 4, North 00°38'45" East a distance of 138.42 feet to the Northwest corner of said Lot 4, said point being 30.00 feet right of centerline station 150+93.10;

Thence along the North line of said Lot 4 and South right of way of Canfield Ave, South 88°32'47" East a distance of 39.49 feet;

Thence South 51°16'32" West a distance of 29.73 feet;

Thence parallel to said project centerline and West line, South 00°38'45" West a distance of 119.23 feet to the South line of said Lot 4;

Thence along said South line, North 88°32'45" West a distance of 16.50 feet to the **TRUE POINT OF BEGINNING**, said point being 30.00 feet right of centerline station 149+54.68.

Containing 2,504 square feet or 0.057 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 26
12308L26
Prepared: 4-23-15
Fee Title Acquisition

That portion of Lots 2 and 3, Block 2 of Rude 2nd Addition, recorded in Book E of Plats, Page 123, records of Kootenai County, Idaho, located in Government Lots 6 and 10, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet, from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of said Government Lot 10, North 00°38'45" East a distance of 1193.99 feet to centerline station 151+23.86; Thence along said project centerline, North 02°04'50" West a distance of 27.78 feet to centerline station 151+51.64. Thence North 87°55'10" East a distance of 31.36 feet to the Southwest corner of said Lot 3, being 31.36 feet right of centerline station 151+51.64, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lots 2 and 3, North 00°38'45" East a distance of 198.21 feet to the northwest corner of a parcel of land as described in a Warranty Deed recorded as Instrument Number 1027152, records of Kootenai County, Idaho, said point being 39.98 feet right of centerline station 153+51.28;

Thence along the North line of said parcel, South 88°32'47" East a distance of 6.52 feet to the beginning of a non-tangent curve to the left, having a radius of 953.50 feet;

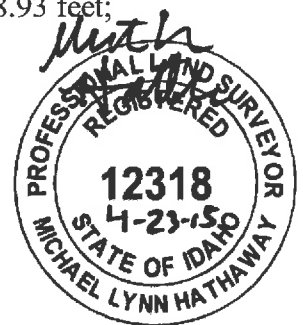
Thence southeast along said curve, an arc length of 38.94 feet, through a central angle of 02°20'23", a chord bearing of South 00°54'39" East and a chord distance of 38.93 feet;

Thence South 02°04'50" East a distance of 134.84 feet;

Thence South 44°08'48" East a distance of 35.31 feet to the South line of said Lot 3;

Thence along said South line, North 88°32'47" West a distance of 38.87 feet to the **TRUE POINT OF BEGINNING**, said point being 31.36 feet left of centerline station 151+51.64;

Containing 2,374 square feet or 0.055 acres more or less.



Project No. A012(308)

Key No. 12308

Parcel 27

12308L27

Prepared: 4-23-15

Fee Title Acquisition

That portion of Lots 1 and 2, Block 2 of Rude 2nd Addition, recorded in Book E of Plats, Page 123, records of Kootenai County, Idaho, located in Government Lot 6, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of said Government Lot 10 of said Section 25, North 00°38'45" East a distance of 1193.99 feet to centerline station 151+23.86; Thence along said project centerline, North 02°04'50" West a distance of 186.44 feet to centerline station 153+10.30, said point being the beginning of a curve to the right, having a radius of 1000.00 feet. Thence northwest along said curve, an arc length of 41.32 feet, through a central angle of 02°22'03", a chord bearing of North 00°53'49" West and a chord distance of 41.32 feet to centerline station 153+51.28; Thence South 89°42'47" East a distance of 39.98 feet to the West line of said Lot 2, being 39.98 feet right of centerline station 153+51.28, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lots 1 and 2, North 00°38'45" East a distance of 212.95 feet to the northwest corner of said Lot 1, said point being 40.00 feet right of centerline station 155+64.49;

Thence along the North line of said Lot 1, South 88°56'00" East a distance of 6.50 feet;

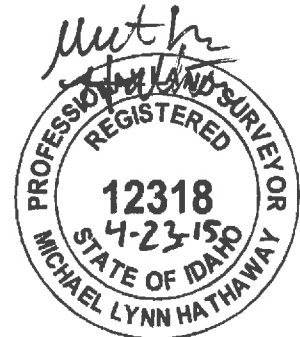
Thence parallel to said centerline and West line, South 00°38'45" West a distance of 206.56 feet to the beginning of a curve to the left, having a radius of 953.50 feet;

Thence southwest along said curve, parallel to said centerline, an arc length of 6.43 feet, through a central angle of 00°23'12", a chord bearing of South 00°27'09" West and a chord distance of 6.43 feet;

Thence North 88°32'47" West a distance of 6.52 feet to the **TRUE POINT OF BEGINNING**, said point being 39.98 feet right of centerline station 153+51.28;

Containing 1,384 square feet or 0.032 acres more or less.

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Project No. A012(308)
Key No. 12308
Parcel 28
12308L28
Prepared: 4-24-14
Fee Title Acquisition

That portion of Lot 11, Block 1 of Rude 4th Addition, recorded in Book F of Plats, Page 20, records of Kootenai County, Idaho, located in Government Lot 6, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of Government Lot 10 of said Section 25, North 00°38'45" East a distance of 1193.99 feet to centerline station 151+23.86; Thence along said project centerline, North 02°04'50" West a distance of 186.44 feet to centerline station 153+10.30, said point being the beginning of a curve to the right, having a radius of 1000.00 feet. Thence northwest along said curve, an arc length of 47.58 feet, through a central angle of 02°43'35", a chord bearing of North 00°43'03" West and a chord distance of 47.58 feet to centerline station 153+57.88; Thence North 00°38'45" East along said project centerline, a distance of 206.61 feet to centerline station 155+64.49; Thence South 89°21'15" East a distance of 40.00 feet to the southwest corner of said Lot 11, point being 40.00 feet right of centerline station 155+64.49, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lot 11, North 00°38'45" East a distance of 138.73 feet to the Northwest corner of said Lot 11, said point being 40.00 feet right of centerline station 157+03.17;

Thence along the North line of said Lot 11, South 88°56'00" East a distance of 6.50 feet;

Thence parallel to said centerline and West line, South 00°38'45" West a distance of 138.73 feet to the South line of said Lot 11;

Thence along said South line, North 88°56'00" West a distance of 6.50 feet to the **TRUE POINT OF BEGINNING**, said point being 40.00 feet right of centerline station 155+64.49;

Containing 902 square feet or 0.021 acres more or less.



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Project No. A012(308)
Key No. 12308
Parcel 29
12308L29
Prepared: 4-23-14
Fee Title Acquisition

That portion of Lot 12, Block 1 of Rude 4th Addition, recorded in Book F of Plats, Page 20, records of Kootenai County, Idaho, located in Government Lot 6, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of Government Lot 10 of said Section 25, North 00°38'45" East a distance of 1193.99 feet to centerline station 151+23.86; Thence along said project centerline, North 02°04'50" West a distance of 186.44 feet to centerline station 153+10.30, said point being the beginning of a curve to the right, having a radius of 1000.00 feet. Thence northwest along said curve, an arc length of 47.58 feet, through a central angle of 02°43'35", a chord bearing of North 00°43'03" West and a chord distance of 47.58 feet to centerline station 153+57.88; Thence along said project centerline, North 00°38'45" East a distance of 345.34 feet to centerline station 157+03.22; Thence South 89°21'15" East a distance of 40.00 feet to the southwest corner of said Lot 12, point being 40.00 feet right of centerline station 157+03.22, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lot 12, North 00°38'45" East a distance of 138.73 feet to the Northwest corner of said Lot 12, said point being 40.00 feet right of centerline station 158+41.95;

Thence along the North line of said Lot 12, South 88°56'00" East a distance of 6.50 feet;

Thence parallel to said centerline and West line, South 00°38'45" West a distance of 138.73 feet to the South line of said Lot 12;

Thence along said South line, North 88°56'00" West a distance of 6.50 feet to the **TRUE POINT OF BEGINNING**, said point being 40.00 feet right of centerline station 157+03.22;

Containing 902 square feet or 0.021 acres more or less.



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Project No. A012(308)
Key No. 12308
Parcel 30
12308L30
Prepared: 4-24-14
Fee Title Acquisition

That portion of Lot 13, Block 1 of Rude 4th Addition, recorded in Book F of Plats, Page 20, records of Kootenai County, Idaho, located in Government Lot 6, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of Government Lot 10 of said Section 25, North 00°38'45" East a distance of 1193.99 feet to centerline station 151+23.86; Thence along said project centerline, North 02°04'50" West a distance of 186.44 feet to centerline station 153+10.30, said point being the beginning of a curve to the right, having a radius of 1000.00 feet. Thence northwest along said curve, an arc length of 47.58 feet, through a central angle of 02°43'35", a chord bearing of North 00°43'03" West and a chord distance of 47.58 feet to centerline station 153+57.88; Thence along said project centerline, North 00°38'45" East a distance of 484.07 feet to centerline station 158+41.95; Thence South 89°21'15" East a distance of 40.00 feet to the southwest corner of said Lot 13, point being 40.00 feet right of centerline station 158+41.95, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lot 13, North 00°38'45" East a distance of 138.73 feet to the Northwest corner of said Lot 13, said point being 40.00 feet right of centerline 159+80.68;

Thence along the North line of said Lot 13, South 88°56'00" East a distance of 6.50 feet;

Thence parallel to said centerline West line, South 00°38'45" West a distance of 138.73 feet to the South line of said Lot 13;

Thence along said South line, North 88°56'00" West a distance of 6.50 feet to the **TRUE POINT OF BEGINNING**, said point being 40.00 feet right of centerline station 158+41.95;

Containing 902 square feet or 0.021 acres more or less.



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Project No. A012(308)
Key No. 12308
Parcel 31
12308L31
Prepared: 4-24-14
Fee Title Acquisition

That portion of Government Lot 6, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of Government Lot 10 of said Section 25, North 00°38'45" East a distance of 1193.99 feet to centerline station 151+23.86; Thence along said project centerline, North 02°04'50" West a distance of 186.44 feet to centerline station 153+10.30, said point being the beginning of a curve to the right, having a radius of 1000.00 feet. Thence northwest along said curve, an arc length of 47.58 feet, through a central angle of 02°43'35", a chord bearing of North 00°43'03" West and a chord distance of 47.58 feet to centerline station 153+57.88; Thence along said project centerline, North 00°38'45" East a distance of 622.80 feet to centerline station 159+80.68; Thence South 89°21'15" East a distance of 40.00 feet to the East right of way of said Government Way, said point being the Northwest corner of Lot 13, Block 1 of Rude 4th Addition, recorded in Book F of Plats, Page 20, records of Kootenai County, Idaho, point being 40.00 feet right of centerline station 159+80.68, said point being the **TRUE POINT OF BEGINNING**;

Thence along said East right of way, North 00°38'45" East a distance of 138.67 feet to the North line of a parcel of land described in a Warranty Deed recorded as Instrument number 2336066000, records of Kootenai County, Idaho, point being 40.00 feet right of centerline station 161+19.35;

Thence along said North line, South 88°56'00" East a distance of 6.50 feet;

Thence parallel to said centerline and said East right of way, South 00°38'45" West a distance of 138.67 feet to the North line of said Lot 13;

Thence along the North line of Lot 13, North 88°56'00" West a distance of 6.50 feet to the **TRUE POINT OF BEGINNING**, said point being 40.00 feet right of centerline station 159+80.68;

Containing 901 square feet or 0.021 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 32
12308L32
Prepared: 4-24-14
Fee Title Acquisition

That portion of Government Lot 6, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of Government Lot 10 of said Section 25, North 00°38'45" East a distance of 1193.99 feet to centerline station 151+23.86; Thence along said project centerline, North 02°04'50" West a distance of 186.44 feet to centerline station 153+10.30, said point being the beginning of a curve to the right, having a radius of 1000.00 feet. Thence northwest along said curve, an arc length of 47.58 feet, through a central angle of 02°43'35", a chord bearing of North 00°43'03" West and a chord distance of 47.58 feet to centerline station 153+57.88; Thence along said project centerline, North 00°38'45" East a distance of 761.47 feet to centerline station 161+19.35; Thence South 89°21'15" East a distance of 40.00 feet to the East right of way of said Government Way, said point being the Southwest corner of a parcel of land described in a Quit Claim Deed recorded as Instrument number 1478576, records of Kootenai County, Idaho, point being 40.00 feet right of centerline station 161+19.35, said point being the **TRUE POINT OF BEGINNING**;

Thence along said East right of way, parallel to said centerline and West line, North 00°38'45" East a distance of 138.78 feet to the North line of said parcel, point being 40.00 feet right of centerline station 162+58.14;

Thence along said North line, South 88°56'00" East a distance of 6.50 feet;

Thence parallel to said centerline and said East line, South 00°38'45" West a distance of 138.78 feet to the South line of said parcel;

Thence along said South line, North 88°56'00" West a distance of 6.50 feet to the **TRUE POINT OF BEGINNING**, said point being 40.00 feet right of centerline station 161+19.35;

Containing 902 square feet or 0.021 acres more or less.



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Project No. A012(308)

Key No. 12308

Parcel 33

12308L33

Prepared: 6-19-14

Fee Title Acquisition

That portion of Government Lot 6, of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of Government Lot 10 of said Section 25, North 00°38'45" East a distance of 1193.99 feet to centerline station 151+23.86; Thence along said project centerline, North 02°04'50" West a distance of 186.44 feet to centerline station 153+10.30, said point being the beginning of a curve to the right, having a radius of 1000.00 feet. Thence northwest along said curve, an arc length of 47.58 feet, through a central angle of 02°43'35", a chord bearing of North 00°43'03" West and a chord distance of 47.58 feet to centerline station 153+57.88; Thence along said project centerline, North 00°38'45" East a distance of 900.25 feet to centerline station 162+57.72; Thence South 89°21'15" East a distance of 40.00 feet to the East right of way of said Government Way, point being 40.00 feet right of centerline station 162+58.14, said point being the **TRUE POINT OF BEGINNING**;

Thence along said East right of way, North 00°38'45" East a distance of 277.46 feet to the South right of way of Wilbur Ave, point being 40.00 feet right of centerline station 165+35.89;

Thence along said South right of way, South 88°56'00" East a distance of 158.22 feet to the East line of a parcel of land as described in a Warranty Deed recorded as Instrument number 1918444, records of Kootenai County, Idaho, point being 198.22 feet right of said centerline station 165+34.43;

Thence along said East line, South 00°38'45" West a distance of 11.01 feet to the beginning of a non-tangent curve to the left, having a radius of 165.00 feet;

Thence southwest along said curve, an arc length of 15.39 feet, through a central angle of 05°20'44", a chord bearing of South 72°52'41" West and a chord distance of 15.39 feet to the beginning of a reverse curve to the right, having a radius of 235.00 feet;

Thence southwest along said curve, an arc length of 85.56 feet, through a central angle of $20^{\circ}51'41''$, a chord bearing of South $80^{\circ}38'09''$ West and a chord distance of 85.09 feet;

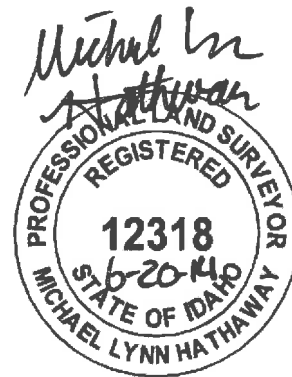
Thence parallel to said South right of way, North $88^{\circ}56'00''$ West a distance of 35.39 feet;

Thence South $45^{\circ}38'45''$ West a distance of 25.29 feet;

Thence parallel to said centerline and said East right of way, South $00^{\circ}38'45''$ West a distance of 228.22 feet to the South line of said parcel;

Thence along said South line, North $88^{\circ}56'00''$ West a distance of 6.50 feet to the **TRUE POINT OF BEGINNING**, said point being 40.00 feet right of centerline station 162+58.14;

Containing 6,014 square feet or 0.138 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 34
12308L34
Prepared: 6-19-14
Fee Title Acquisition

That portion of Government Lot 6, Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho, said corner being at Government Way project centerline station 139+29.87, said corner bears South 00°38'45" West a distance of 2635.72 feet from a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho; Thence along said project centerline and the West line of Government Lot 10 of said Section 25, North 00°38'45" East a distance of 1193.99 feet to centerline station 151+23.86; Thence along said project centerline, North 02°04'50" West a distance of 186.44 feet to centerline station 153+10.30, said point being the beginning of a curve to the right, having a radius of 1000.00 feet. Thence northwest along said curve, an arc length of 47.58 feet, through a central angle of 02°43'35", a chord bearing of North 00°43'03" West and a chord distance of 47.58 feet to centerline station 153+57.88; Thence along said project centerline, North 00°38'45" East a distance of 1176.55 feet to centerline station 165+34.43; Thence South 89°21'15" East a distance of 198.22 feet to the South right of way of Wilbur Ave, said point being the Northwest corner of a parcel of land as described in a Deed of Trust recorded as Instrument number 1990316, records of Kootenai County, Idaho, point being 198.22 feet right of centerline station 165+34.43, said point being the **TRUE POINT OF BEGINNING**;

Thence along said South right of way, South 88°56'00" East a distance of 65.94 feet to a point 264.16 feet right of centerline station 165+33.65;

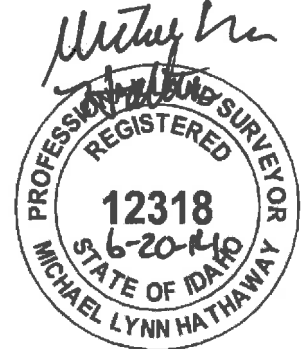
Thence South 01°04'00" West a distance of 5.00 feet;

Thence parallel to said South right of way, North 88°56'00" West a distance of 21.72 feet to the beginning of a curve to the left, having a radius of 165.00 feet;

Thence southwest along said curve, an arc length of 44.68 feet, through a central angle of 15°30'57", a chord bearing of South 83°18'31" West and a chord distance of 44.55 feet to the West line of said parcel;

Thence along said West line, North 00°38'45" East a distance of 11.01 feet to the **TRUE POINT OF BEGINNING**, said point being 198.22 feet right of centerline station 165+34.43;

Containing 418 square feet or 0.010 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 35
12308L35
Prepared: 6-19-14
Fee Title Acquisition

That portion of Lot 12, Block 4, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, located in the Southwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North 88°49'19" West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North 01°04'19" East a distance of 29.98 feet to centerline station 165+95.89; Thence South 88°55'41" East a distance of 39.78 feet to the Southwest corner of said Lot 12, point being 39.78 feet right of centerline station 165+95.89, said point being the **TRUE POINT OF BEGINNING**;

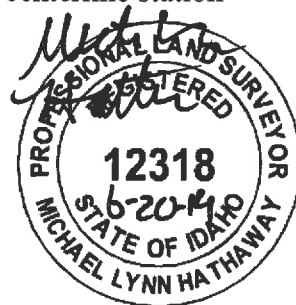
Thence along the West line of said Lot 12, North 01°04'19" East a distance of 154.23 feet to the Northwest corner of a parcel of land as described in a Warranty Deed recorded as Instrument number 1003678, records of Kootenai County, Idaho, point being 39.78 feet right of centerline station 167+50.12;

Thence along the North line of said parcel, South 89°00'55" East a distance of 6.72 feet;

Thence parallel to said centerline and West line, South 01°04'19" West a distance of 154.24 feet to the South line of said Lot 12;

Thence along said South line, North 88°56'00" West a distance of 6.72 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 165+95.89;

Containing 1,037 square feet or 0.024 acres more or less.



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Project No. A012(308)
Key No. 12308
Parcel 36
12308L36
Prepared: 4-24-14
Fee Title Acquisition

That portion of Lot 12, Block 4, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, located in the Southwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North 88°49'19" West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline and parallel to the West line of said Northwest Quarter, North 01°04'19" East a distance of 184.21 feet to centerline station 167+50.12; Thence South 88°55'41" East a distance of 39.78 feet to a point on the West line of said Lot 12, said point being the Southwest corner of a parcel of land as described in a Quitclaim Deed recorded as Instrument number 2041122000, records of Kootenai County, Idaho, point being 39.78 feet right of centerline station 167+50.12, said point being the **TRUE POINT OF BEGINNING**;

Thence along said West line, North 01°04'19" East a distance of 150.19 feet to a point on the North line of said parcel, said point being 39.78 feet right of centerline station 169+00.31;

Thence along said North line, South 89°00'55" East a distance of 6.72 feet;

Thence parallel to said centerline and West line, South 01°04'19" West a distance of 150.19 feet;

Thence North 89°00'55" West a distance of 6.72 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 167+50.12;

Containing 1,010 square feet or 0.023 acres more or less.



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Project No. A012(308)
Key No. 12308
Parcel 37
12308L37
Prepared: 5-2-14
Fee Title Acquisition

That portion of Lot 12, Block 4, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, located in the Southwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North $00^{\circ}38'45''$ East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North $88^{\circ}49'19''$ West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North $01^{\circ}04'19''$ East a distance of 334.40 feet to centerline station 169+00.31; Thence South $88^{\circ}55'41''$ East a distance of 39.78 feet to a point on the West line of said Lot 12, said point being the Southwest corner of Parcel I as described in a Quitclaim Deed recorded as Instrument number 1454500, records of Kootenai County, Idaho, point being 39.78 feet right of centerline station 169+00.31, said point being the **TRUE POINT OF BEGINNING**;

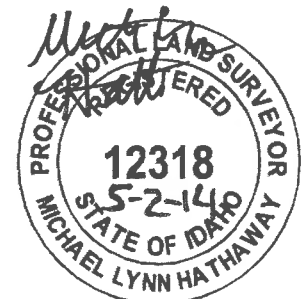
Thence along said West line, North $01^{\circ}04'19''$ East a distance of 166.12 feet to the Northwest corner of Parcel II of said Quitclaim Deed, point being 39.78 feet right of centerline station 170+66.44;

Thence along the North line of said Parcel II, South $89^{\circ}05'15''$ East a distance of 6.72 feet;

Thence parallel to said centerline and West line, South $01^{\circ}04'19''$ West a distance of 166.13 feet to the South line of said Parcel I;

Thence along said South line, North $89^{\circ}00'55''$ West a distance of 6.72 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 169+00.31;

Containing 1,117 square feet or 0.026 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 38
12308L38
Prepared: 4-24-14
Fee Title Acquisition

That portion of Lot 12, Block 4, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, located in the Southwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North $00^{\circ}38'45''$ East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North $88^{\circ}49'19''$ West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North $01^{\circ}04'19''$ East a distance of 500.53 feet to centerline station 170+66.44; Thence South $88^{\circ}55'41''$ East a distance of 39.78 feet to a point on the West line of said Lot 12, said point being the Southwest corner of a parcel of land as described in a Warranty Deed recorded as Instrument number 2356231000, records of Kootenai County, Idaho, point being 39.78 feet right of centerline station 170+66.44, said point being the **TRUE POINT OF BEGINNING**;

Thence along said West line, North $01^{\circ}04'19''$ East a distance of 168.30 feet to the Northwest corner of said Lot 12, point being 39.78 feet right of centerline station 172+34.74;

Thence along the North line of said Lot 12, South $89^{\circ}04'37''$ East a distance of 6.72 feet;

Thence parallel to said centerline and West line, South $01^{\circ}04'19''$ West a distance of 168.30 feet to a point on the South line of said parcel;

Thence along said South line, North $89^{\circ}05'15''$ West a distance of 6.72 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 170+66.44;

Containing 1,132 square feet or 0.026 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 39
12308L39
Prepared: 4-24-14
Fee Title Acquisition

That portion of Lot 11, Block 4, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, located in the Southwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North 88°49'19" West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North 01°04'19" East a distance of 668.83 feet to centerline station 172+34.74; Thence South 88°55'41" East a distance of 39.78 feet to the Southwest corner of said Lot 11, point being 39.78 feet right of centerline station 172+34.74, said point being the **TRUE POINT OF BEGINNING**;

Thence the West line of said Lot 11, North 01°04'19" East a distance of 180.87 feet to the Northwest corner of said Lot 11, point being 39.78 feet right of centerline station 174+15.61;

Thence along the North line of said Lot 11, South 88°55'41" East a distance of 20.59 feet;

Thence South 46°04'19" West a distance of 19.62 feet;

Thence parallel to said centerline and West line, South 01°04'19" West a distance of 166.98 feet to a point on the South line of said Lot 11;

Thence along said South line, North 89°04'37" West a distance of 6.72 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 172+34.74;

Containing 1,312 square feet or 0.030 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 40
12308L40
Prepared: 4-24-14
Fee Title Acquisition

That portion of Lot 11, Block 5, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, located in the Southwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North $00^{\circ}38'45''$ East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North $88^{\circ}49'19''$ West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North $01^{\circ}04'19''$ East a distance of 909.82 feet to centerline station 174+75.73; Thence South $88^{\circ}55'41''$ East a distance of 39.78 feet to the Southwest corner of said Lot 11, point being 39.78 feet right of centerline station 174+75.73, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lot 11, North $01^{\circ}04'19''$ East a distance of 200.00 feet to the Northwest corner of said Lot 11, point being 39.78 feet right of centerline station 176+75.61;

Thence along the North line of said Lot 11, South $88^{\circ}55'41''$ East a distance of 6.72 feet;

Thence parallel to said centerline and West line, South $01^{\circ}04'19''$ West a distance of 185.89 feet;

Thence South $43^{\circ}55'41''$ East a distance of 19.96 feet to the South line of said Lot 11;

Thence along said South line and said North right of way, North $88^{\circ}55'41''$ West a distance of 20.84 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 174+75.73;

Containing 1,445 square feet or 0.033 acres more or less.



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Project No. A012(308)
Key No. 12308
Parcel 41
12308L41
Prepared: 4-24-14
Fee Title Acquisition

That portion of Greenbriar Center Condos, recorded in Book F of Plats, Page 196, records of Kootenai County, Idaho, located in the Southwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North $00^{\circ}38'45''$ East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North $88^{\circ}49'19''$ West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North $01^{\circ}04'19''$ East a distance of 1109.70 feet to centerline station 176+75.61; Thence South $88^{\circ}55'41''$ East a distance of 39.78 feet to the Southwest corner of said Greenbriar Center Condos, point being 39.78 feet right of centerline station 176+75.61, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Greenbriar Center Condos, North $01^{\circ}04'19''$ East a distance of 200.00 feet to the Northwest corner of said Greenbriar Center Condos, point being 39.78 feet right of centerline station 178+75.61;

Thence along the North line of said Greenbriar Center Condos, South $88^{\circ}55'41''$ East a distance of 6.72 feet;

Thence parallel to said centerline and West line, South $01^{\circ}04'19''$ West a distance of 200.00 feet to a point on the South line of said Greenbriar Center Condos;

Thence along said South line, North $88^{\circ}55'41''$ West a distance of 6.72 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 176+75.61;

Containing 1,345 square feet or 0.031 acres more or less.



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Project No. A012(308)
Key No. 12308
Parcel 42
12308L42
Prepared: 4-24-14
Fee Title Acquisition

That portion of Lot 7, Block 5, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North 88°49'19" West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North 01°04'19" East a distance of 1309.70 feet to centerline station 178+75.61; Thence South 88°55'41" East a distance of 39.78 feet to the Southwest corner of said Lot 7, point being 39.78 feet right of centerline station 178+75.61, said point being the **TRUE POINT OF BEGINNING**;

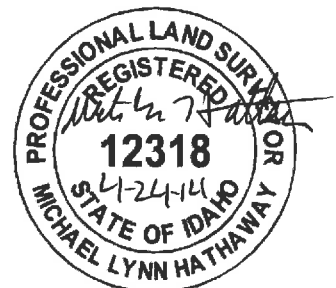
Thence along the West line of said Lot 7, North 01°04'19" East a distance of 200.00 feet to the Northwest corner of said Lot 7, point being 39.78 feet right of centerline station 180+75.61;

Thence along the North line of said Lot 7, South 88°55'41" East a distance of 6.72 feet;

Thence parallel to said centerline and West line, South 01°04'19" West a distance of 200.00 feet to a point on the South line of said Lot 7;

Thence along said South line, North 88°55'41" West a distance of 6.72 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 178+75.61;

Containing 1,345 square feet or 0.031 acres more or less.



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Project No. A012(308)
Key No. 12308
Parcel 43
12308L43
Prepared: 4-24-14
Fee Title Acquisition

That portion of Lot 5, Block 5, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, located in the Northwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North $00^{\circ}38'45''$ East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North $88^{\circ}49'19''$ West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North $01^{\circ}04'19''$ East a distance of 1509.70 feet to centerline station 180+75.61; Thence South $88^{\circ}55'41''$ East a distance of 39.78 feet to the Southwest corner of said Lot 5, point being 39.78 feet right of centerline station 180+75.61, said point being the **TRUE POINT OF BEGINNING**;

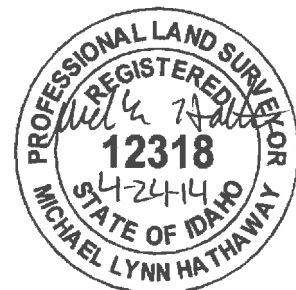
Thence along the West line of said Lot 5, North $01^{\circ}04'19''$ East a distance of 200.00 feet to the Northwest corner of said Lot 5, point being 39.78 feet right of centerline station 182+75.61;

Thence along the North line of said Lot 5, South $88^{\circ}55'41''$ East a distance of 6.72 feet;

Thence parallel to said centerline and West line, South $01^{\circ}04'19''$ West a distance of 200.00 feet to a point on the South line of said Lot 5;

Thence along said South line, North $88^{\circ}55'41''$ West a distance of 6.72 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 180+75.61;

Containing 1,345 square feet or 0.031 acres more or less.



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Project No. A012(308)
Key No. 12308
Parcel 44
12308L44
Prepared: 4-24-14
Fee Title Acquisition

That portion of Heritage Square Condos, recorded in Book 140 of Miscellaneous records, Pages 826-833, records of Kootenai County, Idaho, located in the Northwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North $00^{\circ}38'45''$ East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North $88^{\circ}49'19''$ West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North $01^{\circ}04'19''$ East a distance of 1709.70 feet to centerline station 182+75.61; Thence South $88^{\circ}55'41''$ East a distance of 39.78 feet to the Southwest corner of said Heritage Square Condos, point being 39.78 feet right of centerline station 182+75.61, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Heritage Square Condos, North $01^{\circ}04'19''$ East a distance of 200.00 feet to the Northwest corner of said Heritage Square Condos, point being 39.78 feet right of said centerline station 184+75.61;

Thence along the North line of said Heritage Square Condos, South $88^{\circ}55'41''$ East a distance of 6.72 feet;

Thence parallel to said centerline and West line, South $01^{\circ}04'19''$ West a distance of 200.00 feet to a point on the south line of said Heritage Square Condos;

Thence along said South line, North $88^{\circ}55'41''$ West a distance of 6.72 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 182+75.61;

Containing 1,345 square feet or 0.031 acres more or less.



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Project No. A012(308)

Key No. 12308

Parcel 45

12308L45

Prepared: 4-24-14

Fee Title Acquisition

That portion of Condominium of Contractor's Square, recorded in Book 134 of Miscellaneous records, Page 531, records of Kootenai County, Idaho, located in the Northwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North 88°49'19" West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North 01°04'19" East a distance of 1909.70 feet to centerline station 184+75.61; Thence South 88°55'41" East a distance of 39.78 feet to the Southwest corner of said Condominium of Contractor's Square, point being 39.78 feet right of centerline station 184+75.61, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Condominium of Contractor's Square, North 01°04'19" East a distance of 199.93 feet to the Northwest corner of said Condominium of Contractor's Square, point being 39.78 feet right of centerline station 186+75.54;

Thence along the North line of said Condominium of Contractor's Square, South 88°55'41" East a distance of 20.45 feet;

Thence South 46°04'19" West a distance of 19.41 feet;

Thence parallel to said centerline and West line, South 01°04'19" West a distance of 186.20 feet to a point on the South line of said Condominium of Contractor's Square;

Thence along said South line, North 88°55'41" West a distance of 6.72 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 184+75.61;

Containing 1,439 square feet or 0.033 acres more or less.



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Project No. A012(308)
Key No. 12308
Parcel 46
12308L46
Prepared: 4-24-14
Fee Title Acquisition

That portion of Lot 13, Block 6, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, located in the Northwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North 88°49'19" West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North 01°04'19" East a distance of 2169.63 feet to centerline station 187+35.54; Thence South 88°55'41" East a distance of 39.78 feet to the Southwest corner of said Lot 13, point being 39.78 feet right of centerline station 187+35.54, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lot 13, North 01°04'19" East a distance of 181.32 feet to the Northwest corner of said Lot 13, point being 39.78 feet right of centerline station 189+16.86;

Thence along the North line of said Lot 13, South 89°09'44" East a distance of 13.72 feet;

Thence parallel to said centerline and West line, South 01°04'19" West a distance of 174.27 feet;

Thence South 43°55'41" East a distance of 10.06 feet to the South line of said Lot 13;

Thence along the South line of said Lot 13, North 88°55'41" West a distance of 20.84 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 187+35.54;

Containing 2,514 square feet or 0.058 acres more or less.



Project No. A012(308)

Key No. 12308

Parcel 47

12308L47

Prepared: 4-24-14

Fee Title Acquisition

That portion of Lot 14, Block 6, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, located in the Northwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North 88°49'19" West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North 01°04'19" East a distance of 2350.95 feet to centerline station 189+16.86; Thence South 88°55'41" East a distance of 39.78 feet to the Southwest corner of said Lot 14, point being 39.78 feet right of centerline station 189+16.86, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lot 14, North 01°04'19" East a distance of 97.19 feet to the Northwest corner of said Lot 14, point being 39.76 feet right of centerline station 190+14.29;

Thence along the North line of said Lot 14, North 46°23'44" East a distance of 19.30 feet;

Thence parallel to said centerline and West line, South 01°04'19" West a distance of 110.70 feet to the South line of said Lot 14;

Thence along said South line, North 89°09'44" West a distance of 13.72 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 189+16.86;

Containing 1,427 square feet or 0.033 acres more or less.



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Project No. A012(308)
Key No. 12308
Parcel 48
12308L48
Prepared: 6-30-15
Fee Title Acquisition

That portion of the Northwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North $00^{\circ}38'45''$ East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North $88^{\circ}49'19''$ West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North $01^{\circ}04'19''$ East a distance of 2442.46 feet to the beginning of a curve to the right, having a radius of 1000.00 feet, said point being at centerline station 190+08.37; Thence northeast along said curve, an arc length of 18.23 feet, through a central angle of $01^{\circ}02'40''$, a chord bearing of North $01^{\circ}35'39''$ East and a chord distance of 18.23 feet to centerline station 190+26.60; Thence South $87^{\circ}53'01''$ East a distance of 39.62 feet to a point on the Easterly right of way of said Government Way, point being 39.62 feet right of centerline station 190+26.60, said point being the **TRUE POINT OF BEGINNING**;

Thence along said East right of way North $01^{\circ}04'19''$ East a distance of 191.05 feet to the South right of way of Prairie Ave, point being 31.12 feet right of said centerline station 192+18.56;

Thence along said South right of way, South $89^{\circ}29'19''$ East a distance of 29.06 feet;

Thence South $30^{\circ}43'38''$ West a distance of 44.36 feet;

Thence South $03^{\circ}44'14''$ West a distance of 152.94 feet to the **TRUE POINT OF BEGINNING**, said point being 39.62 feet right of centerline station 190+26.60;

Containing 1,236 square feet or 0.028 acres more or less.



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QUIT CLAIM DEED

THE CITY OF COEUR D'ALENE, GRANTOR, a political subdivision of the State of Idaho, whose address is 710 E. Mullan Ave., Coeur d'Alene, Idaho 83814, for valuable consideration, receipt of which is hereby acknowledged, in full compliance with the requirements of Idaho Code §§ 50-1401, 50-1402, and 50-1403, hereby conveys, releases, remises and forever quitclaims unto the City of Dalton Gardens, a political subdivision of the State of Idaho, whose address is 6360 North Fourth Street, Dalton Gardens, Idaho 83815, all of Grantor's right, title and interest in and to that certain real property described in **Exhibit A** attached hereto and incorporated herein.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand this _____ day of _____, 2017.

CITY OF COEUR D'ALENE

By: _____
Steve Widmyer, Mayor

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this ____ day of _____, 2017, before me, the undersigned Notary Public in and for the State and County, personally appeared Steve Widmyer, known to me to be the Mayor of the City of Coeur d'Alene, a political subdivision of the State of Idaho, that executed the foregoing instrument or the person who executed the instrument on behalf of said political subdivision, and acknowledged to me that said political subdivision executed the same.

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

Notary Public
Residing at: _____
Commission Exp.: _____

Quit Claim Deed

EXHIBIT A

Same as Exhibit A to Resolution No 17-029

EXHIBIT C

See Council Bill No. 17-1016

RESOLUTION NO. 17-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING CONVEYANCE OF RIGHT-OF-WAY TITLE AND JURISDICTIONAL AUTHORITY TO THE CITY OF HAYDEN.

WHEREAS, the City of Coeur d'Alene ("Coeur d'Alene") entered into an Interagency Agreement ("the Agreement") with the City of Hayden ("Hayden") and Lakes Highway District dated October 15, 2013, in order to coordinate the improvement of Government Way from the Hanley Ave/Government Way intersection north to Prairie Ave./Government Way intersection (Project No. A012(308)), hereinafter "Project"; and

WHEREAS, Coeur d'Alene and Hayden, together with Lakes Highway District, pursuant to the Agreement, designated Coeur d'Alene as the Project Coordinator for the purpose of acquiring any needed right-of-way for the Project; and

WHEREAS, Hayden, consistent with the Agreement, authorized Coeur d'Alene to act as Hayden's agent for the purpose of acquiring the necessary right-of-way within Hayden's jurisdiction in order to construct the Project; and

WHEREAS, Coeur d'Alene acquired right-of way within Hayden's jurisdictional boundaries consistent with the Agreement and the scope of the Project; and

WHEREAS, the right-of-way acquired by Coeur d'Alene is underutilized and Coeur d'Alene is not using the right-of-way within Hayden's jurisdictional boundaries for a public purpose, but Hayden will use that right-of-way within its jurisdictional boundaries for a public purpose, namely a public roadway; and

WHEREAS, Coeur d'Alene desires to unequivocally transfer all title and jurisdictional authority of the right-of-way within Hayden's jurisdictional boundaries to Hayden, pursuant to I.C. § 50-1401; and

WHEREAS, it is in Coeur d'Alene's best interests to transfer all title and jurisdictional authority of the right-of-way within Hayden's jurisdictional boundaries to Hayden without consideration, pursuant to I.C. § 50-1403(4); and

WHEREAS, the right-of-way Coeur d'Alene will convey to Hayden is more particularly described on **Exhibit "A"** attached hereto and incorporated by reference ("the Property"); and

WHEREAS, Coeur d'Alene will execute a quitclaim deed conveying all title of the Property to Hayden as set forth on **Exhibit "B"** attached hereto; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Coeur d'Alene, that Coeur d'Alene will convey all title and jurisdictional authority to the Property described in **Exhibit "A"** to Hayden.

BE IT FURTHER RESOLVED that Coeur d'Alene will execute the quitclaim deed set forth on **Exhibit "B."**

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such quitclaim deed on behalf of Coeur d'Alene.

BE IT FURTHER RESOLVED that Coeur d'Alene will enact an ordinance authorizing the transfer of the Property to Hayden without consideration pursuant to I.C. § 50-1403(4) as set forth on **Exhibit "C."**

DATED this 2nd day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

EXHIBIT A
LEGAL DESCRIPTIONS

Project No. A012(308)
Key No. 12308
Parcel 14
12308L14
Prepared: 4-24-14
Fee Title Acquisition

That portion of the Northeast Quarter of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears South $01^{\circ}04'19''$ West a distance of 2675.74 feet from a 3 inch brass cap marking the Northeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2090562000, records of Kootenai County, Idaho; Thence along the South line of said Northeast Quarter, North $88^{\circ}49'19''$ West a distance of 9.78 feet to the intersection of said centerline and said South line, point being centerline station 165+65.91; Thence along said centerline, parallel to the East line of said Northeast Quarter, North $01^{\circ}04'19''$ East a distance of 1687.08 feet to centerline station 182+52.99; Thence North $88^{\circ}55'41''$ West a distance of 20.22 feet to the intersection of the West right of way of said Government Way and North right of way of Aqua Ave, said point being on the South line of a parcel of land described as Parcel II of a Warranty Deed recorded as instrument number 1778994, records of Kootenai County, Idaho, point being 20.22 feet left of centerline station 182+52.99, said point being the **TRUE POINT OF BEGINNING**;

Thence along said North right of way, North $88^{\circ}56'24''$ West a distance of 46.68 feet;

Thence North $46^{\circ}04'19''$ East a distance of 23.90 feet;

Thence parallel to said centerline and East line, North $01^{\circ}04'19''$ East a distance of 133.48 feet to the North line of said parcel;

Thence along said North line, South $88^{\circ}56'43''$ East a distance of 29.78 feet to said West right of way, said point being 20.22 feet left of centerline station 184+03.37;

Thence along said West right of way, parallel to said centerline and East line, South $01^{\circ}04'19''$ West a distance of 150.38 feet to the **TRUE POINT OF BEGINNING**, said point being 20.22 feet left of centerline station 182+52.99;

Containing 4,620 square feet or 0.106 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 15
12308L15
Prepared: 4-24-14
Fee Title Acquisition

That portion of the Northeast Quarter of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears South $01^{\circ}04'19''$ West a distance of 2675.74 feet from a 3 inch brass cap marking the Northeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2090562000, records of Kootenai County, Idaho; Thence along the South line of said Northeast Quarter, North $88^{\circ}49'19''$ West a distance of 9.78 feet to the intersection of said centerline and said South line, point being centerline station 165+65.91; Thence along said centerline, parallel to the East line of said Northeast Quarter, North $01^{\circ}04'19''$ East a distance of 1837.46 feet to centerline station 184+03.37; Thence North $88^{\circ}55'41''$ West a distance of 20.22 feet to the West right of way of said Government Way, said point being on the South line of a parcel of land described in a Quit Claim Deed recorded as instrument number 1551569, records of Kootenai County, Idaho, point being 20.22 feet left of centerline station 184+03.37, said point being the **TRUE POINT OF BEGINNING**;

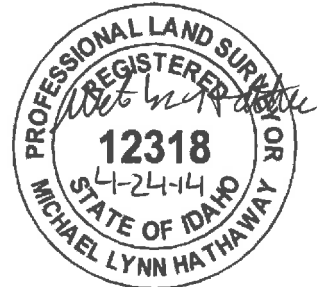
Thence along said South line, North $88^{\circ}56'43''$ West a distance of 36.28 feet;

Thence parallel to said centerline and East line, North $01^{\circ}04'19''$ East a distance of 418.94 feet to the North line of said parcel;

Thence along said North line, South $88^{\circ}56'38''$ East a distance of 36.28 feet to said West right of way, said point being 20.22 feet left of centerline station 188+22.31;

Thence along said West right of way parallel to said centerline and East line, South $01^{\circ}04'19''$ West a distance of 418.94 feet to the **TRUE POINT OF BEGINNING**, said point being 20.22 feet left of centerline station 184+03.37;

Containing 15,197 square feet or 0.349 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 16
12308L16
Prepared: 5-26-15
Fee Title Acquisition

That portion of the Northeast Quarter of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears South 01°04'19" West a distance of 2675.74 feet from a 3 inch brass cap marking the Northeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2090562000, records of Kootenai County, Idaho; Thence along the South line of said Northeast Quarter, North 88°49'19" West a distance of 9.78 feet to the intersection of said centerline and said South line, point being centerline station 165+65.91; Thence along said centerline, parallel to the East line of said Northeast Quarter, North 01°04'19" East a distance of 2256.40 feet to centerline station 188+22.31; Thence North 88°55'41" West a distance of 20.22 feet to the West right of way of said Government Way, said point being on the South line of a parcel of land described in a Quit Claim Deed recorded as instrument number 1551567, records of Kootenai County, Idaho, point being 20.22 feet left of centerline station 188+22.31, said point being the **TRUE POINT OF BEGINNING**;

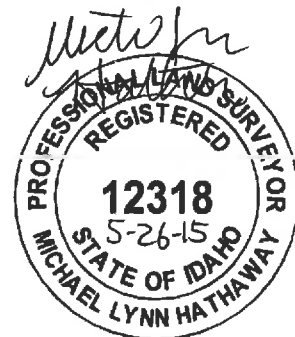
Thence along said South line, North 88°56'38" West a distance of 36.28 feet;

Thence parallel to said centerline and East line, North 01°04'19" East a distance of 139.62 feet to the North line of said parcel;

Thence along said North line, South 88°56'44" East a distance of 36.28 feet to said West right of way, said point being 20.22 feet left of centerline station 189+61.93;

Thence along said West right of way and parallel to said centerline and East line, South 01°04'19" West a distance of 139.62 feet to the **TRUE POINT OF BEGINNING**, said point being 20.22 feet left of centerline station 188+22.31;

Containing 5,065 square feet or 0.116 acres more or less.



Project No. A012(308)

Key No. 12308

Parcel 17

12308L17

Prepared: 4-23-15

Fee Title Acquisition

That portion of the Northeast Quarter of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears South $01^{\circ}04'19''$ West a distance of 2675.74 feet from a 3 inch brass cap marking the Northeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2090562000, records of Kootenai County, Idaho; Thence along the South line of said Northeast Quarter, North $88^{\circ}49'19''$ West a distance of 9.78 feet to the intersection of said centerline and said South line, point being centerline station 165+65.91; Thence along said centerline, parallel to the East line of said Northeast Quarter, North $01^{\circ}04'19''$ East a distance of 2396.02 feet to centerline station 189+61.93; Thence North $88^{\circ}55'41''$ West a distance of 20.22 feet to the West right of way of said Government Way, said point being on the South line of a parcel of land described in a Warranty Deed recorded as instrument number 2037922000, records of Kootenai County, Idaho, point being 20.22 feet left of centerline station 189+61.93, said point being the **TRUE POINT OF BEGINNING**;

Thence along said South line, North $88^{\circ}56'44''$ West a distance of 29.78 feet;

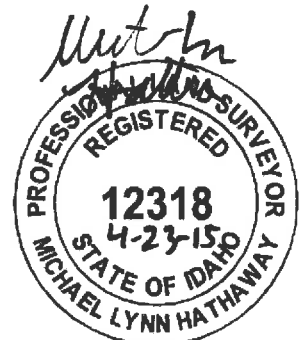
Thence parallel to said centerline and East line, North $01^{\circ}04'19''$ East a distance of 46.44 feet to the beginning of a curve to the right, having a radius of 1050.00 feet;

Thence northeast along said curve and parallel to said centerline, an arc length of 48.84 feet, through a central angle of $02^{\circ}39'55''$, a chord bearing of North $02^{\circ}24'17''$ East and a chord distance of 48.84 feet;

Thence parallel to said centerline, North $03^{\circ}44'14''$ East a distance of 129.86 feet to the South right of way of Prairie Ave;

Thence along said South right of way, South $43^{\circ}44'20''$ East a distance of 32.07 feet, said point being 26.37 feet left of centerline station 191+63.07;

Thence along said West right of way and parallel to said East line, South $01^{\circ}04'19''$ West a distance of 202.23 feet to the **TRUE POINT OF BEGINNING**, said point being 20.22 feet left of centerline station 189+61.93; Containing 5,884 square feet or 0.135 acres more or less.



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QUIT CLAIM DEED

THE CITY OF COEUR D'ALENE, GRANTOR, a political subdivision of the State of Idaho, whose address is 710 E. Mullan Ave., Coeur d'Alene, Idaho 83814, for valuable consideration, receipt of which is hereby acknowledged, in full compliance with the requirements of Idaho Code §§ 50-1401, 50-1402, and 50-1403, hereby conveys, releases, remises and forever quitclaims unto the City of Hayden, a political subdivision of the State of Idaho, whose address is 8930 N. Government Way, Hayden, Idaho 83835, all of Grantor's right, title and interest in and to that certain real property described in **Exhibit A** attached hereto and incorporated herein.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand this _____ day of _____, 2017.

CITY OF COEUR D'ALENE

By: _____
Steve Widmyer, Mayor

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this ____ day of _____, 2017, before me, the undersigned Notary Public in and for the State and County, personally appeared Steve Widmyer, known to me to be the Mayor of the City of Coeur d'Alene, a political subdivision of the State of Idaho, that executed the foregoing instrument or the person who executed the instrument on behalf of said political subdivision, and acknowledged to me that said political subdivision executed the same.

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

Notary Public
Residing at: _____
Commission Exp.: _____

Quit Claim Deed

EXHIBIT A

Same as Exhibit A to Resolution No. 17-030

EXHIBIT C

See Council Bill No. 17-1017

RESOLUTION NO. 17-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING CONVEYANCE OF RIGHT-OF-WAY TITLE AND JURISDICTIONAL AUTHORITY TO LAKES HIGHWAY DISTRICT.

WHEREAS, the City of Coeur d'Alene ("Coeur d'Alene") entered into an Interagency Agreement (the "Agreement") with the City of Hayden ("Hayden") and Lakes Highway District ("Lakes") dated October 15, 2013, in order to coordinate the improvement of Government Way from the Hanley Ave/Government Way intersection north to Prairie Ave./Government Way intersection (Project No. A012(308)), hereinafter "Project"; and

WHEREAS, Coeur d'Alene and Lakes, together with Hayden, pursuant to the Agreement, designated Coeur d'Alene as the Project Coordinator for the purpose of acquiring any needed right-of-way for the Project; and

WHEREAS, Lakes, consistent with the Agreement, authorized Coeur d'Alene to act as Lakes' agent for the purpose of acquiring the necessary right-of-way within Lakes' jurisdiction in order to construct the Project; and

WHEREAS, Coeur d'Alene acquired right-of way within Lakes' jurisdictional boundaries consistent with the Agreement and the scope of the Project; and

WHEREAS, the right-of-way acquired by Coeur d'Alene is underutilized and Coeur d'Alene is not using the right-of-way within Lakes' jurisdictional boundaries for a public purpose, but Lakes will use that right-of-way within its jurisdictional boundaries for a public purpose, namely a public roadway; and

WHEREAS, Coeur d'Alene desires to unequivocally transfer all title and jurisdictional authority of the right-of-way within Lakes' jurisdictional boundaries to Lakes, pursuant to I.C. § 50-1401; and

WHEREAS, it is in Coeur d'Alene's best interests to transfer all title and jurisdictional authority of the right-of-way within Lakes' jurisdictional boundaries to Lakes without consideration, pursuant to I.C. § 50-1403(4); and

WHEREAS, the right-of-way Coeur d'Alene will convey to Lakes is more particularly described on **Exhibit "A"** attached hereto and incorporated by reference ("the Property"); and

WHEREAS, Coeur d'Alene will execute a quitclaim deed conveying all title of the Property to Lakes as set forth on **Exhibit "B"** attached hereto.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Coeur d'Alene, that Coeur d'Alene will convey all title and jurisdictional authority to the Property described in **Exhibit "A"** to Lakes.

BE IT FURTHER RESOLVED that Coeur d'Alene will execute the quitclaim deed set forth on **Exhibit "B."**

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such quitclaim deed on behalf of Coeur d'Alene.

BE IT FURTHER RESOLVED that Coeur d'Alene will hereby enact an ordinance authorizing the transfer of the Property to Lakes without consideration pursuant to I.C. § 50-1403(4) as set for on **Exhibit "C."**

DATED this 2nd day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

EXHIBIT A
LEGAL DESCRIPTIONS

Project No. A012(308)
Key No. 12308
Parcel 7
12308L07
Prepared: 6-19-14
Fee Title Acquisition

That portion of the Southeast Quarter of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of said Northeast Quarter, North 88°49'19" West a distance of 9.78 feet to the intersection of said project centerline and said South line, point being centerline station 165+65.91; Thence continuing along said South line, North 88°49'19" West a distance of 23.22 feet, point being 23.22 feet left of centerline station 165+65.95, said point being the **TRUE POINT OF BEGINNING**;

Thence along said South line, North 88°49'19" West a distance of 73.05 feet;

Thence North 00°07'23" West a distance of 6.58 feet;

Thence North 89°52'37" East a distance of 31.84 feet;

Thence North 46°04'19" East a distance of 20.63 feet;

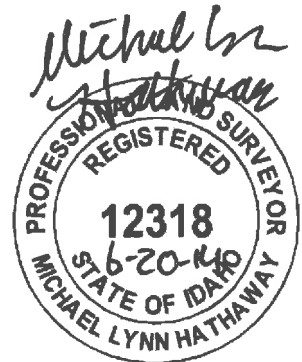
Thence parallel to said centerline and the East line of said Northeast Quarter, North 01°04'19" East a distance of 645.83 feet to the north line of a parcel of land as described in a Limited Warranty Deed recorded as Instrument Number 1710921, records of Kootenai County, Idaho;

Thence along said North line, South 89°56'14" East a distance of 26.78 feet to the West right of way of Government Way, said point being 23.22 feet left of said centerline station 172+34.22;

Thence along said West right of way, parallel to said centerline and said East line, South 01°04'19" West a distance of 668.27 feet to the **TRUE POINT OF BEGINNING**, said point being 23.22 feet left of centerline station 165+65.95;

Containing 18,320 square feet or 0.421 acres more or less.

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Project No. A012(308)

Key No. 12308

Parcel 8

12308L08

Prepared: 4-24-14

Fee Title Acquisition

That portion of the Southeast Quarter of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North $00^{\circ}38'45''$ East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of said Northeast Quarter, North $88^{\circ}49'19''$ West a distance of 9.78 feet to the intersection of said centerline and said South line, point being centerline station 165+65.91; Thence along said centerline, parallel to the East line of said Northeast Quarter, North $01^{\circ}04'19''$ East a distance of 668.31 feet to centerline station 172+34.22; Thence North $88^{\circ}55'41''$ West a distance of 23.22 feet to the West right of way of said Government Way, said point being on the South line of a parcel of land as described in a Quit Claim Deed recorded as instrument number 2129775000, records of Kootenai County, Idaho, point being 23.22 feet left of centerline station 172+34.22, said point being the **TRUE POINT OF BEGINNING**;

Thence along said South line, North $89^{\circ}56'14''$ West a distance of 26.78 feet;

Thence parallel to said centerline and East line, North $01^{\circ}04'19''$ East a distance of 185.03 feet to the North line of said parcel;

Thence along the North line of said parcel, South $89^{\circ}56'38''$ East a distance of 26.78 feet to said West right of way, said point being 23.22 feet left of centerline station 174+19.25;

Thence along said West right of way, parallel to said centerline and East line, South $01^{\circ}04'19''$ West a distance of 185.03 feet to the **TRUE POINT OF BEGINNING**, said point being 23.22 feet left of centerline station 172+34.22;

Containing 4,954 square feet or 0.114 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 9
12308L09
Prepared: 4-24-14
Fee Title Acquisition

That portion of the Southeast Quarter of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of said Northeast Quarter, North 88°49'19" West a distance of 9.78 feet to the intersection of said centerline and said South line, point being centerline station 165+65.91; Thence along said centerline, parallel to the East line of said Northeast Quarter, North 01°04'19" East a distance of 853.34 feet to centerline station 174+19.25; Thence North 88°55'41" West a distance of 23.22 feet to the West right of way of said Government Way, said point being on the South line of a parcel of land described as Parcel 2 in a Warranty Deed recorded as instrument number 1873296, records of Kootenai County, Idaho, point being 23.22 feet left of centerline station 174+19.25, said point being the **TRUE POINT OF BEGINNING**;

Thence along said South line, North 89°56'38" West a distance of 26.78 feet;

Thence parallel to said centerline and East line, North 01°04'19" East a distance of 100.02 feet to a point on the North line of said parcel;

Thence along the North line of said parcel, South 89°56'38" East a distance of 26.78 feet to said West right of way, said point being 23.22 feet left of centerline station 175+19.26;

Thence along said West right of way, parallel to said centerline and East line, South 01°04'19" West a distance of 100.02 feet to the **TRUE POINT OF BEGINNING**, said point being 23.22 feet left of centerline station 174+19.25;

Containing 2,678 square feet or 0.061 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 10
12308L10
Prepared: 4-24-14
Fee Title Acquisition

That portion of the Southeast Quarter of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 0°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of said Northeast Quarter, North 88°49'19" West a distance of 9.78 feet to the intersection of said centerline and said South line, point being centerline station 165+65.91; Thence along said centerline, parallel to the East line of said Northeast Quarter, North 01°04'19" East a distance of 953.35 feet to centerline station 175+19.26; Thence North 88°55'41" West a distance of 23.22 feet to the West right of way of said Government Way, said point being on the South line of a parcel of land described as Parcel 1 in a Warranty Deed recorded as instrument number 1873296, records of Kootenai County, Idaho, point being 23.22 feet left of centerline station 175+19.26, said point being the **TRUE POINT OF BEGINNING**;

Thence along said South line, North 89°56'38" West a distance of 26.78 feet;

Thence parallel to said centerline and East line, North 01°04'19" East a distance of 109.32 feet to the North line of said parcel;

Thence along the North line of said parcel, North 56°47'33" East a distance of 32.40 feet to said West right of way, said point being 23.22 feet left of centerline station 176+46.35;

Thence along said West right of way, parallel to said centerline and East line, South 01°04'19" West a distance of 127.09 feet to the **TRUE POINT OF BEGINNING**, said point being 23.22 feet left of centerline station 175+19.26;

Containing 3,165 square feet or 0.073 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 11
12308L11
Prepared: 4-24-14
Fee Title Acquisition

That portion of the Southeast Quarter of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of said Northeast Quarter, North 88°49'19" West a distance of 9.78 feet to the intersection of said centerline and said South line, point being centerline station 165+65.91; Thence along said centerline, parallel to the East line of said Northeast Quarter, North 01°04'19" East a distance of 1080.44 feet to centerline station 176+46.35; Thence North 88°55'41" West a distance of 23.22 feet to the West right of way of said Government Way, said point being on the South line of a parcel of land as described in a Warranty Deed recorded as instrument number 1882040, records of Kootenai County, Idaho, point being 23.22 feet left of centerline station 176+46.35, said point being the **TRUE POINT OF BEGINNING**;

Thence along said South line, South 56°47'33" West a distance of 32.40 feet;

Thence parallel to said centerline and East line, North 01°04'19" East a distance of 190.71 feet to the North line of said parcel;

Thence along the North line of said parcel, South 89°57'32" East a distance of 26.78 feet to said West right of way, said point being 23.22 feet left of centerline station 178+19.30;

Thence along said West right of way, parallel to said centerline and East line, South 01°04'19" West a distance of 172.94 feet to the **TRUE POINT OF BEGINNING**, said point being 23.22 feet left of centerline station 176+46.35;

Containing 4,869 square feet or 0.112 acres more or less.



Project No. A012(308)

Key No. 12308

Parcel 12

12308L12

Prepared: 6-19-14

Fee Title Acquisition

That portion of the Southeast Quarter of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North $00^{\circ}38'45''$ East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of said Northeast Quarter, North $88^{\circ}49'19''$ West a distance of 9.78 feet to the intersection of said centerline and said South line, point being centerline station 165+65.91; Thence along said centerline, parallel to the East line of said Northeast Quarter, North $01^{\circ}04'19''$ East a distance of 1253.39 feet to centerline station 178+19.30; Thence North $88^{\circ}55'41''$ West a distance of 23.22 feet to the West right of way of said Government Way, said point being on the South line of a parcel of land described as Exhibit A in a Limited Warranty Deed recorded as instrument number 1671964, records of Kootenai County, Idaho, point being 23.22 feet left of centerline station 178+19.30, said point being the **TRUE POINT OF BEGINNING**;

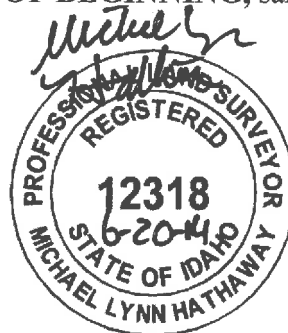
Thence along said South line, North $89^{\circ}57'32''$ West a distance of 26.78 feet;

Thence parallel to said centerline and East line, North $01^{\circ}04'19''$ East a distance of 60.01 feet to a point on the North line of said parcel;

Thence along the North line of said parcel, South $89^{\circ}57'31''$ East a distance of 26.78 feet to said West right of way, said point being 23.22 feet left of centerline 178+79.31;

Thence along said West right of way, parallel to said centerline and East line, South $01^{\circ}04'19''$ West a distance of 60.01 feet to the **TRUE POINT OF BEGINNING**, said point being 23.22 feet left of centerline station 178+19.30;

Containing 1,607 square feet or 0.037 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 13
12308L13
Prepared: 4-22-14
Fee Title Acquisition

That portion of the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the East Quarter corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southeast corner of said Section 26 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of said Northeast Quarter, North 88°49'19" West a distance of 9.78 feet to the intersection of said centerline and said South line, point being centerline station 165+65.91; Thence along said centerline, parallel to the East line of said Northeast Quarter, North 01°04'19" East a distance of 1313.40 feet to centerline station 178+79.31; Thence North 88°55'41" West a distance of 23.22 feet to the West right of way of said Government Way, said point being the most Northeasterly corner of a parcel of land described as Exhibit A in a Limited Warranty Deed recorded as instrument number 1671964, records of Kootenai County, Idaho, point being 23.22 feet left of centerline station 178+79.31, said point being the **TRUE POINT OF BEGINNING**;

Thence along the North line of said parcel, North 89°57'31" West a distance of 26.78 feet;

Thence parallel to said centerline and East line, North 01°04'19" East a distance of 297.22 feet;

Thence North 43°55'41" West a distance of 23.95 feet to a point on South right of way of Aqua Ave;

Thence along said South right of way, South 88°56'24" East a distance of 43.71 feet to said West right of way, said point being 23.22 feet left of centerline station 181+92.99;

Thence along said West right of way, parallel to said centerline and East line, South 01°04'19" West a distance of 313.68 feet to the **TRUE POINT OF BEGINNING**, said point being 23.22 feet left of centerline station 178+79.31;

Containing 8,549 square feet or 0.196 acres more or less.



QUIT CLAIM DEED

THE CITY OF COEUR D'ALENE, GRANTOR, a political subdivision of the State of Idaho, whose address is 710 E. Mullan Ave., Coeur d'Alene, Idaho 83814, for valuable consideration, receipt of which is hereby acknowledged, in full compliance with the requirements of Idaho Code §§ 50-1401, 50-1402, and 50-1403, hereby conveys, releases, remises and forever quitclaims unto Lakes Highway District, a political subdivision of the State of Idaho, whose address is 11341 N. Ramsey Road, Hayden, Idaho 83835, all of Grantor's right, title and interest in and to that certain real property described in **Exhibit A** attached hereto and incorporated herein.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand this _____ day of _____, 2017.

CITY OF COEUR D'ALENE

By: _____
Steve Widmyer, Mayor

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this ____ day of _____, 2017, before me, the undersigned Notary Public in and for the State and County, personally appeared Steve Widmyer, known to me to be the Mayor of the City of Coeur d'Alene, a political subdivision of the State of Idaho, that executed the foregoing instrument or the person who executed the instrument on behalf of said political subdivision, and acknowledged to me that said political subdivision executed the same.

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

Notary Public
Residing at: _____
Commission Exp.: _____

Quit Claim Deed

EXHIBIT A

Same as Exhibit A to Resolution No. 17-031

EXHIBIT C

See Council Bill No. 17-1018

COUNCIL BILL NO. 17-1016
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, CONVEYING RIGHT-OF-WAY TITLE TO CERTAIN REAL PROPERTY LOCATED IN THE CITY OF DALTON GARDENS, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that all right-of-way title and authority to real property located in the City of Dalton Gardens, Idaho, acquired pursuant to the Memorandum of Understanding dated November 6, 2012, be conveyed to the City of Dalton Gardens, without consideration; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. That the real property described in **Exhibit A** attached hereto and incorporated by reference is underutilized or is not used for public purposes by the City of Coeur d'Alene. The real property described in **Exhibit A** will be used for a public purpose, namely a public roadway, by the City of Dalton Gardens, Idaho, and is within the jurisdictional boundaries of the City of Dalton Gardens, Idaho.

SECTION 2. That the real property described in **Exhibit A** is authorized to be conveyed to the City of Dalton Gardens, Idaho, without consideration, pursuant to Idaho Code §§ 50-1401, 50-1403(4).

SECTION 3. That the real property described in **Exhibit A** will be conveyed to the City of Dalton Gardens, Idaho, by execution of the quitclaim deed attached hereto as **Exhibit B** and incorporated by reference.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 2, 2017.

APPROVED by the Mayor this 2nd day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
CONVEYANCE OF RIGHT-OF-WAY

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, conveying all right-of-way title and authority to real property located in the City of Dalton Gardens, Idaho, acquired pursuant to the Memorandum of Understanding dated November 6, 2012.

Such right-of-way is more particularly described as follows:

Attached **Exhibit A & B** are on file in the City Clerk's Office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Michael C. Gridley, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, conveying all right-of-way title and authority to real property located in the City of Dalton Gardens, Idaho, acquired pursuant to the Memorandum of Understanding dated November 6, 2012, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 2nd day of May, 2017.

Michael C. Gridley, City Attorney

EXHIBITS A & B

See Exhibits A & B to Resolution No. 17-029.

They are the same exhibits.

COUNCIL BILL NO. 17-1017
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, CONVEYING RIGHT-OF-WAY TITLE TO CERTAIN REAL PROPERTY LOCATED IN THE CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that all right-of-way title and authority to real property located in the City of Hayden, Idaho, acquired pursuant to the Interagency Agreement dated October 15, 2013, be conveyed to the City of Hayden, Idaho, without consideration; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. That the real property described in **Exhibit A** attached hereto and incorporated by reference is underutilized or is not used for public purposes by the City of Coeur d'Alene. The real property described in **Exhibit A** will be used for a public purpose, namely a public right-of-way, by the City of Hayden, and is within the jurisdictional boundaries of the City of Hayden.

SECTION 2. That the real property described in **Exhibit A** is authorized to be conveyed to the City of Hayden, Idaho, without consideration, pursuant to Idaho Code §§ 50-1401, 50-1403(4).

SECTION 3. That the real property described in **Exhibit A** will be conveyed to the City of Hayden by execution of the quitclaim deed attached hereto as **Exhibit B** and incorporated by reference.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 2, 2017.

APPROVED by the Mayor this 2nd day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
CONVEYANCE OF RIGHT-OF-WAY

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, conveying all right-of-way title and authority to real property located in the City of Hayden, Idaho, acquired pursuant to the Interagency Agreement dated October 15, 2013.

Such right-of-way is more particularly described as follows:

Attached **Exhibit A & B** are on file in the City Clerk's Office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Michael C. Gridley, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, conveying all right-of-way title and authority to real property located in the City of Hayden, Idaho, acquired pursuant to the Interagency Agreement dated October 15, 2013, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 2nd day of May, 2017.

Michael C. Gridley, City Attorney

EXHIBITS A & B

See Exhibits A & B to Resolution No. 17-030.

They are the same exhibits.

COUNCIL BILL NO. 17-1018
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, CONVEYING RIGHT-OF-WAY TITLE TO CERTAIN REAL PROPERTY LOCATED IN LAKES HIGHWAY DISTRICT, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that all right-of-way title and authority to real property located in Lakes Highway District, acquired pursuant to the Interagency Agreement dated October 15, 2013, be conveyed to Lakes Highway District, without consideration; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. That the real property described in **Exhibit A** attached hereto and incorporated by reference is underutilized or is not used for public purposes by the City of Coeur d'Alene. The real property described in **Exhibit A** will be used for a public purpose, namely a public roadway, by Lakes Highway District, and is within the jurisdictional boundaries of Lakes Highway District.

SECTION 2. That the real property described in **Exhibit A** is authorized to be conveyed to Lakes Highway District without consideration, pursuant to Idaho Code §§ 50-1401, 50-1403(4).

SECTION 3. That the real property described in **Exhibit A** will be conveyed to Lakes Highway District by execution of the quitclaim deed attached hereto as **Exhibit B** and incorporated by reference.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 2, 2017.

APPROVED by the Mayor this 2nd day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
CONVEYANCE OF RIGHT-OF-WAY

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, conveying all right-of-way title and authority to real property located in Lakes Highway District, acquired pursuant to the Interagency Agreement dated October 15, 2013.

Such right-of-way is more particularly described as follows:

Attached **Exhibit A & B** are on file in the City Clerk's Office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Michael C. Gridley, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, conveying all right-of-way title and authority to real property located in Lakes Highway District, acquired pursuant to the Interagency Agreement dated October 15, 2013, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 2nd day of May, 2017.

Michael C. Gridley, City Attorney

EXHIBITS A & B

See Exhibits A & B to Resolution No. 17-031.

They are the same exhibits.

MEMORANDUM

DATE: JANUARY 9, 2017

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: FEE INCREASES

DECISION POINT: To approve fee increases as proposed within the Administration Department, Municipal Services Department, and the Parks and Recreation Department.

HISTORY: The City is required to hold a public hearing for proposed fee increase that exceeds 5%.

Administration: Staff recommends the following fees to clarify parking violation amounts (as presented to the General Services Committee on April 10, 2017:

<u>Parking in Handicapped Zone</u>	<u>\$100.00</u>	
<u>All Other Parking Violations</u>	<u>\$ 15.00</u>	<u>\$25.00</u>
<u>Public Parking Lot Violations</u>	<u>\$20.00</u>	
<u>Boat Mooring Violations</u>	<u>\$35.00</u>	
<u>Parking longer than maximum limit in</u>		
<u>meter zone or limited parking zone</u>	<u>\$ 10.00</u>	
	1st Ticket: Courtesy Warning	
	2nd Ticket: \$15.00	
	3rd Ticket: \$20.00	
	4th Ticket & Thereafter: \$25.00	

Municipal Services: Municipal Services has worked with the Downtown Association, Chamber of Commerce and annual event sponsors and came to an agreement for a 20% increase in special event/street closure fees. Additionally, Staff is recommending the following clarity in violation fees, in agreement with the Police Department, to spell out each violation within that section heading of the fee structure so it is clearly defined.

SPECIAL EVENTS/STREET CLOSURES

<u>Category</u>	<u>Participants</u>	<u>Hours</u>	<u>Length</u>	<u>Fee</u>
High	Over 500	6+ hours	21+ blocks	\$625.00 <u>\$750.00</u>
Medium	201 - 500	3 - 6 hours	12 - 20 blocks	\$250.00 <u>\$300.00</u>
Low	0 - 200	Under 3 hours	Under 12 blocks or	\$125.00

			no street closure	<u>\$150.00</u>
Farmers Market		Operates less than 3 hours		No Charge

Mobile Vendor/Food Court-

Violations/Civil Penalty: \$100.00

Snow and Ice Removal-

Violations/Civil Penalty: \$100.00

Weed Abatement-

Violation/Civil Penalty: \$100.00

Sign Enforcement-

Violation/Civil Penalty: \$100.00

The Parks and Recreation Department: Staff requests an increase in the trail use fee, as those funds go toward trail maintenance and have not been increased in over 10 years. Currently the costs are not enough to mitigate the impact to the trail.

CENTENNIAL TRAIL USE

Activity Trail Use \$~~.50~~-1.00/user

FINANCIAL: These fee increases and clarifications should bring the fee closer in line with the cost of service.

DECISION POINT/RECOMMENDATION: To approve fee increases as proposed within the Administration Department, Municipal Services Department, and the Parks and Recreation Department.

RESOLUTION NO. 17-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND AMENDING CERTAIN CITY FEES.

WHEREAS, the City of Coeur d'Alene is authorized by law to establish reasonable fees for services provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to certain City Fees are necessary; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the following new and adjusted fees shall be established;

NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the following new and adjusted fees are adopted as indicated.

ADMINISTRATION: Staff recommends the following fees to clarify parking violation amounts (as presented to the General Services Committee on April 10, 2017:

<u>Parking in Handicapped Zone</u>	<u>\$100.00</u>	
All Other Parking Violations	\$ 15.00	\$25.00
<u>Public Parking Lot Violations</u>	<u>\$20.00</u>	
<u>Boat Mooring Violations</u>	<u>\$35.00</u>	
Parking longer than maximum limit in meter zone or limited parking zone	\$ 10.00	
	<u>1st Ticket: Courtesy Warning</u>	
	<u>2nd Ticket: \$15.00</u>	
	<u>3rd Ticket: \$20.00</u>	
	<u>4th Ticket & Thereafter: \$25.00</u>	

MUNICIPAL SERVICES: Municipal Services has worked with the Downtown Association, Chamber of Commerce and annual event sponsors and came to an agreement for a 20% increase in special event/street closure fees. Additionally, Staff is recommending the following clarity in violation fees, in agreement with the Police Department, to spell out each violation within that section heading of the fee structure so it is clearly defined.

SPECIAL EVENTS/STREET CLOSURES

<u>Category</u>	<u>Participants</u>	<u>Hours</u>	<u>Length</u>	<u>Fee</u>
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Low	0 - 200	Under 3 hours	Under 12 blocks or no street closure	\$125.00 <u>\$150.00</u>
Farmers Market		Operates less than 3 hours		No Charge

Mobile Vendor/Food Court - Violations/Civil Penalty: \$100.00

Snow and Ice Removal - Violations/Civil Penalty: \$100.00

Weed Abatement - Violation/Civil Penalty: \$100.00

Sign Enforcement - Violation/Civil Penalty: \$100.00

PARKS AND RECREATION DEPARTMENT: Staff requests an increase in the trail use fee, as those funds go toward trail maintenance and have not been increased in over 10 years. Currently the costs are not enough to mitigate the impact to the trail.

CENTENNIAL TRAIL USE

Activity Trail Use ~~\$.50~~ 1.00/user

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the fees, as set forth above, are hereby adopted, effective immediately.

DATED this 2nd day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.