



Coeur d'Alene

CITY COUNCIL MEETING

July 5, 2011

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy

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
JUNE 20, 2011**

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 June 20, 2011 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Woody McEvers)	Members of Council Present
John Bruning)	
Deanna Goodlander)	
A. J. Al Hassell, III)	
Mike Kennedy)	
Loren Ron Edinger)	

CALL TO ORDER: The meeting was called to order by Mayor Bloem.

INVOCATION was led by Pastor Dick Hege, Coeur d'Alene Bible Church.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilman Hassell.

AMENDMENT TO THE AGENDA: Motion by Kennedy, seconded by Goodlander to add the endorsement of a letter from the City to the Legislative Redistricting Commission. Motion carried.

PROCLAMATION – “COMMUNITY-WIDE BLOOD DRIVE”: On behalf of Mayor Bloem, Councilman Goodlander read the proclamation proclaiming the week of June 28th to July 1st as the Inland Northwest Community Blood Drive in the City of Coeur d'Alene. Michael Long from the Northwest Blood Center accepted the proclamation.

PRESENTATION – PARKS DEPT. UPDATE AND PARKS DAY CELEBRATION: Parks Department Director Doug Eastwood presented an overview of the efficiencies that have been put in place in the Parks Department and the energy conservation improvements being put into place at City Hall. On behalf of Mayor Bloem, Councilman Bruning read the proclamation proclaiming July 9th as Parks Day in the City of Coeur d'Alene. Katie Kosanke accepted the proclamation and presented the program of events for the Parks Day Celebration.

PUBLIC COMMENT: Mayor Bloem asked if there was anyone who wanted to address the Council with no response being received.

CONSENT CALENDAR: Motion by Kennedy, seconded by Goodlander to approve the Consent Calendar as presented. Councilman Bruning declared a conflict of interest.

1. Approval of minutes for June 7, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, June 27th at 12:00 noon and 4:00 p.m. respectively.

3. RESOLUTION 11-021: 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 AMENDING THE DESIGNATED DEPARTMENT RECORDS CUSTODIANS; APPROVING AN AMENDMENT TO THE LEASE AGREEMENT WITH ST. VINCENT DE PAUL FOR 102 HOMESTEAD AVENUE; RATIFICATION OF GRANT FOR PURCHASE OF 12-16 PASSENGER VAN FOR SPECIALIZED NEEDS RECREATION.
4. Declaring City property as surplus and authorizing staff to send to auction: 1979 Ford Backhoe and 1993 GMC Sonoma Pickup
5. Approval of the annual free carriage rides in the Downtown area hosted by the Downtown Association and STCU.
6. Approval of bills as submitted and on file in the City Clerk's Office.
7. Acceptance of Right-of-Way on River Avenue for Education Corridor Project.
8. Setting of public hearings: O-3-11 (rear yard structure runoff) for July 19, 2011; O-2-11 (amending awning regulations) rescheduled for July 19, 2011

ROLL CALL: McEvers, Aye; Kennedy, Aye; Bruning, Abstain; Hassell, Aye; Goodlander, Aye; Edinger, Aye. Motion carried.

LEGISLATIVE REDISTRICTING COMMISSION LETTER: Councilman Kennedy read the letter requesting that cities be kept whole in the redistricting process and to be submitted to the Legislative Redistricting Commission. Motion by Kennedy, seconded by Bruning to approve the letter to be submitted to the Legislative Redistricting Commission. Motion carried.

ANNOUNCEMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy announced that this week is the AIC Annual Conference to be held in Boise.

MAYOR BLOEM: Mayor Bloem reminded everyone that this week is Ironman and commended all the citizens that volunteer for this great event.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced the 14th annual Kootenai County Task Force on Human Relations Banquet's featured a keynote address by Arun Gandhi, grandson of worldwide spiritual leader Mahatma K. Gandhi. The title of Gandhi's address was, "Lessons Learned from my Grandfather: Non-Violence in a Violent World." This program is now running on CD TV Channel 19. For more information, please call 415-0413. Representatives from the city, NIC, LCDC, LCSC, the University of Idaho, and the Fort Ground Homeowners Association celebrated the groundbreaking of the education corridor on Friday, June 10th. Phase 1-A includes the construction of roadways that will connect the Education Corridor on the site of the former DeArmond Mill, including roundabouts, sidewalks, curbs, and a signal at Hubbard and Northwest Boulevard. The major roads are expected to be complete by August 19th for the start of fall semester at NIC, while other projects are not expected to be complete until later in the fall. We want to thank Engineer Gordon Dobler, Project Manager Dennis Grant, Public Works Inspector Shane Roberts, and Street Superintendent Tim Martin for their outstanding partnership to complete the most demanding portions of this year's overlay projects – Ironwood Drive and Sherman Avenue. Despite unusually wet spring weather, an extremely tight schedule, and a host of potential interferences, these two streets were completed

ahead of the summer's busy tourist and special event season with a minimum of impact. Here's a tip from the Pedestrian and Bicycle Advisory Committee: One of the obstacles facing those who want to ride their bikes more often is distance. If you live farther away from your destination than you are comfortable with riding, consider driving part-way with bike loaded, parking your vehicle, unloading the bike, and then riding to your destination from where you parked. The City of Coeur d'Alene continuously accepts applications for the following positions: Police Officer, Secretarial/Clerical, Janitorial, Library Clerk, and Attorney. For applications and job information, please visit our website at www.cdaid.org or call the Human Resources Department at 769-2205. The city is preparing to re-install the signal at 5th Street & Sherman Avenue. Parts have been ordered so that it will be a demand-actuated signal. The parts should be delivered in two or three weeks with installation immediately following. At the Coeur d'Alene Library and the Community Library Network libraries the theme for Summer Reading is "One World, Many Stories" bringing an international flavor to the activities. Congratulations to Building Inspector Raymond Kendall for earning the distinction as a Master Code Professional. Idaho Transportation Department, Boise informed us that ITD has issued permits for an initial two loads to transit the US95-I90 route starting June 27th. The first permit is for a load that is actually a fairly routine, customary "oversize" load (it exceeds standards in width at 14 feet wide). The second permit is for the first of the true "1/2 modules" or mini-mega loads of the size you saw in the recent presentation. The best estimate on transit through Coeur d'Alene would be the night of June 28th after 10 pm. The city has little authority in this matter – these shipments stay on U.S. highways that ITD controls. Congratulations to Fire Inspector Brian Halvorson for passing the International Code Council Fire Plans Examiner test. Inspector Halvorson is one of 15 in the State of Idaho who has completed this test. She reminded to citizens that no dogs are allowed in City Parks except on the Centennial Trail. The summary of employee benefits has been posted to the City's web page in the Human Resources Department. She noted that at the May 24th Council meeting Rep. Kathy Sims had noted that she had filed a letter of complaint with the Prosecuting Attorney and the Attorney General regarding an alleged conflict of interest existing with the City Council and Mayor regarding McEuen Park – both legal entities have declared no conflict of interest exists. In response to Steve Adams letter to the Editor stating the he was barred from attending Department meetings on the budget process as they are not public meetings. Administrator Gabriel clarified his comments by noting that Steve Adams can attend any public workshop or meetings and that if he has any questions about any department that the Department Head would be happy to answer any of his questions.

ORDINANCE NO. 3411
COUNCIL BILL NO. 11-1006

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 2.100.020 CDA TV COMMITTEE TO PROVIDE FOR MEMBER REMOVAL FOR NON PARTICIPATION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Hassell to pass the first reading of Council Bill No. 11-1006.

ROLL CALL: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Absent; Hassell, Aye. Motion carried.

Motion by Goodlander, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 11-1006 by its having had one reading by title only.

ROLL CALL: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Absent; Hassell, Aye. Motion carried.

2011 NEEDS ASSESSMENT/FAIR HOUSING PLAN: Project Coordinator, Renata McLeod, presented the Fair Housing Action Plan which outlines the actions to be taken on an annual basis to affirmatively further fair housing as outlined in the City's Fair Housing Action Plan Matrix. Some of the action items in the plan include continued education to the community, staff, and elected/appointed officials, continue efforts to bring sidewalks into ADA compliance, and planning for additional accessible parking opportunities downtown.

Motion by Bruning, seconded by Kennedy to accept the findings and approve the 2011 Needs Assessment/Fair Housing Action Plan. Motion carried.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2010 PLAN YEAR CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT: Nancy Mabile, Panhandle Area Council, presented the City's Consolidation Performance and Evaluation Report that is to be submitted to HUD as part of the Community Development Block Grant requirements. She reported that the City is required to submit an annual performance report with a thirty-day public comment period. The notice of the public comment period was published on May 14, 2011, and the public hearing notice was published on June 7, 2011, with the public comment period ending June 13, 2011. One comment was received to clarify the age limit of tenants at the Kathy Reed House on Neider Avenue. No other comments have been received.

Motion by Bruning, seconded by Kennedy to approve the CDBG 2010 Plan Year Consolidated Annual Performance and Evaluation Report and authorize staff to submit the report in compliance with HUD regulations. Motion carried.

COUNCIL BILL NO. 11-1010
ORDINANCE NO. 3412

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING PORTIONS OF RIGHT-OF-WAY IN THE RIVERSIDE PARK ADDITION TO COEUR D'ALENE, RECORDED IN BOOK "B" OF PLATS, PAGE 138, RECORDS OF KOOTENAI COUNTY, IDAHO, GENERALLY DESCRIBED AS REMAINDER PORTIONS OF PUBLIC RIGHTS-OF-WAY ADJOINING BLOCKS 18, 19, 35 AND 36; 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 by Hassell, seconded by Kennedy to pass the first reading of Council Bill No. 11-1010.

ROLL CALL: Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Absent. Motion carried.

Motion by McEvers, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 11-1010 by its having had one reading by title only.

ROLL CALL: Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Absent. Motion carried.

ORDINANCE NO. 3413
COUNCIL BILL NO. 11-1011

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO C-17L (COMMERCIAL LIMITED AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS A .26 ACRE PARCEL AT 1813 N. GOVERNMENT WAY AND EMMA AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by McEvers to pass the first reading of Council Bill No. 11-1011.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Absent; Hassell, Aye; Goodlander, Aye. Motion carried.

Motion by McEvers, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 11-1011 by its having had one reading by title only.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Absent; Hassell, Aye; Goodlander, Aye. Motion carried.

EXECUTIVE SESSION: Motion by Hassell, seconded by Goodlander to enter into Executive Session as provided by I.C. 67-2345: §C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; and §F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel as executive session does not satisfy this requirement; and §J: To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement.

ROLL CALL: McEvers, Aye; Kennedy, Aye; Bruning, Aye; Hassell, Aye; Goodlander, Aye; Edinger, Absent. Motion carried.

The session began at 7:40 p.m. Members present were the Mayor, City Council, City Administrator and City Attorney. Matters discussed were those of labor negotiations. Not action was taken and the Council returned to regular session at 8:15 p.m.

ADJOURNMENT: Motion by Bruning, seconded by McEvers that there being no further business, the meeting is adjourned. Motion carried.

The meeting recessed at 8:15 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 11-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR POND OPERATION, MAINTENANCE AND EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS, WITH RIVERSTONE MASTER ASSOCIATION, INC., ET AL.

WHEREAS, the Parks and Recreation Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with Riverstone Master Association, Inc. et, al, for Pond Operation, Maintenance and Easement pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; 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 agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for Pond Operation, Maintenance and Easement, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 5th day of July, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

DATE: June 20, 2011

FROM: Bill Greenwood Park Superintendent

**SUBJECT: RIVERSTONE PARK SECOND AMENDED AND RESTATED POND
OPERATION, MAINTENANCE AND EASEMENT AGREEMENT**
(Council Action Required)

Decision Point:

Recommend to the City Council to enter into the Restated Pond Operation, Maintenance and Easement agreement with SRM and the Riverstone Master Association Inc.

History:

We have had an existing agreement with SRM beginning in the spring of 2007 regarding the maintenance and pond operations at Riverstone Park

Financial Analysis:

There are no costs to the City of Coeur d' Alene for this restated agreement.

Performance Analysis:

The restated agreement has been review by staff and concur this is and acceptable agreement.

Decision Point:

Recommend to the City Council to enter into the Restated Pond Operation, Maintenance and Easement agreement with SRM and the Riverstone Master Association Inc.

After recording, return to:

James S. Black
LUKINS & ANNIS, P.S.
717 W. Sprague Ave., Suite 1600
Spokane, WA 99201

Abbr. Legal: Lots 4-11, 13, B1, Riverstone West 1st Addn
Parcel Nos. XXX

SECOND AMENDED AND RESTATED
POND OPERATION, MAINTENANCE AND EASEMENT AGREEMENT
WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDED AND RESTATED POND OPERATION, MAINTENANCE AND EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS ("Agreement"), is made this 5th day of July, 2011, by and among the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho (hereinafter referred to as the "City") with its address at 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, **Riverstone Master Association, Inc.**, with its address at c/o SRM Development, LLC, 111 N. Post, Suite 200, Washington 99201 (hereinafter referred to as the "Owner's Association"), **James Tidyman and Maryann Tidyman**, husband and wife (collectively "Tidyman"), **SRMBR, LLC**, a Washington limited liability company ("SRMBR"), **Riverstone West, LLC**, a Washington limited liability company ("RW"), **Heritage Investment Holdings, LLC**, an Idaho limited liability company ("HIH"), **First Horizon Home Loan Corporation** ("First Horizon") and **Washington Trust Bank** ("WTB"). Tidyman, SRMBR, RW and HIH are hereinafter sometimes referred to as "Lot Owners." First Horizon and WTB are hereinafter sometimes referred to as "Lienholders."

WITNESSETH:

WHEREAS, the City has previously entered into that certain Pond Operation, Maintenance and Easement Agreement, dated June 1, 2007 ("Original Agreement") with RW as "Developer," which Original Agreement was restated and terminated as to Developer by that certain Restated Pond Operation, Maintenance and Easement Agreement, dated September 10, 2010 per Resolution No. 10-031, and making the Owner's Association a party thereto ("Restated Agreement"); and

WHEREAS, the parties hereto desire to enter into this Agreement which supersedes and replaces in its entirety the Original Agreement and Restated Agreement; and

WHEREAS, the City owns certain real property consisting of a pond which was constructed for aesthetic, limited recreational and irrigation purposes for the benefit of the Lot Owners and general public (hereinafter the "Pond Lot") and which is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the City and Owner's Association desire to set forth their respective obligations for operation and maintenance of the Pond Lot; and

WHEREAS, the Lot Owners own various lots surrounding the Pond Lot, legally described on Exhibit B attached hereto (individually "Lot" and collectively "Lots"), and

WHEREAS, the Lot Owners desire to (i) set forth their obligations as to the temporary 12' foot strip of landscaped area located within each Lot Owner's Lot immediately outside and adjacent to the asphalt trail surrounding the Pond (defined below) (the "12' Landscape Strip") which asphalt trail ("Asphalt Trail") is shown on the survey attached hereto as Exhibit C and incorporated herein by reference; (ii) grant various easements to the City, Owner's Association and the Lot Owners over and across the Lots, the 12' Landscape Strip and portions of the Asphalt Trail for operation and maintenance purposes, and (iii) grant an easement to the City, the Lot Owners, and all general public and business invitees who validly access the Asphalt Trail through the City park adjacent to and abutting the Pond Lot ("Park") and appropriate ingress and egress points as to each Lot (collectively "General Public"); and

WHEREAS, the Lot Owners desire to consent to certain covenants, conditions and restrictions, all as set forth herein; and

WHEREAS, the Lienholders, by their signature hereto, consent to the terms and conditions of this Agreement; and

WHEREAS, the City and the Owner's Association and its successors and assigns, agree that the health, safety, and welfare of the residents of City require that the Pond be maintained in a safe and healthful manner;

NOW, THEREFORE, for and in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1. RELEASE OF RW AND TERM

1.1 Release of RW/Termination. The City hereby releases RW from any and all obligations and/or liability under the Original Agreement. The Original Agreement and Restated Agreement are hereby superseded by this Agreement and deemed terminated, and of no further force and effect.

1.2 Description of Pond. The pond is approximately 6.13 acres and located on the Pond Lot. The pond is approximately 25 feet deep and used solely for aesthetic, limited recreational activities and as a reservoir for irrigation water (hereinafter the "Pond").

1.3 Transfer Restriction. The City reserves the right to approve any assignee of the Owner's Association or the Owner's Association successors and assigns, said approval to not be unreasonably withheld.

1.4 Term of this Agreement. This Agreement between the parties hereto shall continue until the (i) termination hereof by mutual written agreement of the parties hereto, upon

which the parties will record a termination of this Restated Agreement with the Kootenai County Recorder, or (ii) the Pond is no longer situated on the Pond Lot (“Term”).

1.5 Notices to City. Owner’s Association agrees to provide to the City the contact information of each of the directors of the Owner’s Association upon signing this Agreement, and further agrees to provide the contact information of any new director elected by the Owner’s Association, as they are elected, during the Term of this Restated Agreement.

ARTICLE 2.

WATER RIGHTS AND QUALITY

2.1 Stormwater Runoff into the Pond. The City will maintain, during the Term, the Asphalt Trail surrounding the Pond and the landscape between the Asphalt Trail and the Pond, so there will be no run-off of storm water into the Pond. Each Lot Owner specifically agrees to be responsible for and take necessary steps to retain any storm water on their respective Lots.

2.2 Water Quality Testing. Owner’s Association will test the Pond water quality three (3) times annually during the Term with at least one (1) test occurring during mid-May, mid-August and mid-October. All test results shall be immediately submitted to the City. The Owner’s Association will ensure that the water quality in the Pond meets or exceeds the Spokane River Source. During the Term, the water quality standard will be measured by use of a Secchi Disk, which must be visible to at least three (3) meters below the water surface. If any test result shows that the water quality in the Pond has fallen below the foregoing standard, Owner’s Association will immediately take all necessary steps to bring the water quality back into compliance with the above standards and retest the water.

2.3 Spokane River Water Quality. Owner’s Association will operate the Pond in a manner that ensures that there will be no discharge of Pond water into the Spokane River.

2.4 Water Rights. Owner’s Association shall be solely responsible for acquiring and maintaining water rights during the Term, sufficient water rights to fill and operate the Pond for the uses contemplated in this Agreement, including irrigating the Pond Lot and surrounding areas. Owner’s Association has applied to retain said water rights to the Idaho Department of Water Resources which is in the process of adjudication. City, at Owner’s Association’s request, will cooperate with Owner’s Association to secure the water rights. Owner’s Association is also responsible for compliance with all requirements of the Idaho Department of Water Resources during the Term.

ARTICLE 3.

POND OPERATION AND MAINTENANCE

3.1 City Ownership of Pond/Equipment. City owns the Pond Lot constituting the Pond and those portions of the Asphalt Trail located within the Pond Lot, including all landscape areas between the Asphalt Trail and Pond (the “City Landscape Areas”), however the City does not own those landscape areas between the Pond and Asphalt Trail that encroach upon the Lots,

but for purposes of this Agreement are included in and shall be a part of the City Landscape Areas, all as shown on Exhibit C attached hereto. City also owns the entire sprinkler system from the output valve of the irrigation pump (that exclusively serves the sprinkler system) on, including but not limited to all sprinkler lines/piping, valves, fittings, timers, and heads (collectively “City Equipment”) and used by the City to irrigate the City Landscape Areas, the 12’ Landscape Strip (subject to Section 3.4), and the adjacent Park, also owned by the City . Those portions of the Asphalt Trail which encroach upon the Lots as depicted on Exhibit C are hereinafter referred to as “Hardscape Encroachments.”

3.2 Ownership of Pond Equipment. Owner’s Association owns the liner, aeration and circulation system which are associated with and which serve the Pond. The aeration and circulation system includes (i) the entire pumping and piping system which draws water from the Spokane River to feed the pond, (ii) the entire aeration pump and piping system which delivers air to aerate the Pond and (iii) the fountains (floating fountain and the basalt spire fountains) and the stream located in part on Lot 7, Block 1 Riverstone West 1st Addition, and all mechanical apparatus and equipment associated therewith including but not limited to the pumps, filters, piping and electrical equipment necessary for the operation of the Pond's aeration and circulation system. The pond liner, together with the equipment described in subparagraphs (i) and (ii) above, shall be collectively referred to as the “Pond Equipment.” In addition, the Owner’s Association owns the irrigation pump system, which consists of the piping, filters, pump and electrical equipment that deliver water from the Pond to the City’s Equipment (collectively the “Irrigation Pump”)

3.3 Maintenance of Pond Equipment and Irrigation Pump by Owner’s Association. During the Term, Owner’s Association will be responsible for operating and maintaining the Pond Equipment and Irrigation Pump. Any and all expenses, together with utility costs, that may be necessary to (i) maintain the Pond Equipment and Irrigation Pump in good working order, (ii) replace sand and rock where erosion, gravity or foot traffic has caused the pond liner to be exposed to sunlight within the City Landscape areas; and (iii) maintain the Bollards as noted within Section 5.4, shall be the sole responsibility of Owner’s Association during the Term.

3.3.1 Inspection and Repair. The Owner’s Association will inspect the Pond, Pond Equipment, Irrigation Pump and Bollards no later than May 15th of each year and submit the inspection report to the City. Owner’s Association will begin the repair, replacement or otherwise correct any deficiency noted in the inspection report within thirty (30) days of the inspection, and complete such repair or replacement as soon as reasonable thereafter.

3.3.2 Leak Detection. Any leak in the Pond liner is to be reported to the City by the Owner’s Association during the Term immediately upon detection. Owner’s Association will ensure that irrigation and evaporation gallonage balance.

3.3.3 Removal of Debris. Owner’s Association will timely remove and appropriately dispose of any and all debris or litter that might fall or be thrown into the Pond during the Term. In no event will the Owner’s Association allow visible debris or litter to remain in the Pond longer than seventy two (72) hours.

3.4 Maintenance of 12' Landscape Strip. Each Lot Owner shall, upon execution of this Agreement, maintain (but not irrigate) the 12' Landscape Strip located within each Lot Owner's respective Lot, including but not limited to, mowing, weeding, and refuse pick up. Notwithstanding the foregoing, each Lot Owner may modify, re-landscape, redevelop or reduce the 12' Landscape Strip contiguous to the Asphalt Trail upon construction of building improvements, all subject to the set back requirements in Section 5.5.2. The City has and will continue to irrigate the 12' Landscape Strip, however, the City's responsibility to irrigate the 12' Landscape Strip will cease as to each Lot, when a Lot Owner, or future lot owner, pulls a building permit for said Lot. When a building permit is pulled by a Lot Owner, the Lot Owner will be responsible to disconnect the City's irrigation system from that Lot, and the Lot Owner will irrigate the 12' Landscape Strip independent of the City's system.

3.5 Maintenance by City.

3.5.1 City Equipment. The City will be responsible for maintaining the City Equipment throughout the Pond Lot, including all costs of such maintenance.

3.5.2 Asphalt Trail/City Landscape Areas/12' Landscape Strip. The City will maintain the Asphalt Trail (including Hardscape Encroachments) and City Landscape Areas, including, but not limited to, sweeping, snow removal, refuse pickup, asphalt repair and replacement, and all landscape maintenance including mowing, weeding, and irrigation. Notwithstanding the foregoing, the City will have no expense as to erosion or any other reason which causes the Pond liner to be exposed to sunlight, which is an expense of the Owner's Association as provided within Section 3.3.

3.6 Pond Fountain Operation. The Pond has been designed to contain fountains, stream and aerators that are critical to the aeration of the water and maintenance of water quality in the Pond, which can be affected by warm temperatures. As such, during the Term Owner's Association must begin operating the fountains between April 1 and May 1 of each year as determined by the City based on the climate. Weather permitting, Owner's Association must continue to operate the fountains until October 31 of each year unless the parties mutually agree to an earlier date for shutting down the fountains. During the operational season, the fountains must be in operation each day between the hours of 11:00 am and 10:00 pm, weather permitting (high winds will automatically shut off the fountains).

3.7 Lot 7 Stream Bed Ownership and Maintenance. A stream outlet runs northeasterly from the Pond onto adjacent Lot 7 as shown on Exhibit C ("Lot 7 Stream").

3.7.1 Maintenance by Owner's Association. The Owner's Association owns the Pond Equipment located within the Lot 7 Stream and will be responsible for operating and maintaining said Pond Equipment. Any and all expenses, including utility costs, that may be necessary to maintain the Pond Equipment in good working order as to the Lot 7 Stream, including replacing sand and rock where erosion, gravity or foot traffic has caused the pond liner to be exposed to sunlight, shall be the sole responsibility of Owner's Association during the Term. In addition, Owner's Association shall inspect the Lot 7 Stream no later than May 15 of each year for any repairs or replacements needed, in accordance with Section 3.3.1 hereof.

3.7.2 Maintenance by Lot Owner of Lot 7. The immediate area surrounding the Lot 7 Stream has been landscaped by Owner's Association (the "Stream Landscape"). The Lot Owner of Lot 7 shall be responsible for the maintenance of the Stream Landscape up to the edge of the water of the Lot 7 Stream, including but not limited to irrigation, weeding, repairing or replacing with similar landscape materials, and refuse pick up. Any major modifications to the Stream Landscape area by the Lot 7 Owner shall first require the approval of the Owner's Association.

ARTICLE 4. **USES OF THE POND**

4.1 Remote Control Boats. The Pond can be used for small remote control boats not capable of transporting people.

4.2 Canoes, Rafts and Other Floating Devices. The parties acknowledge that the City may allow canoes, rafts and other floating devices on the Pond, at the sole discretion of the City.

4.3 Irrigation Uses.

4.3.1 By the Owner's Association. The Owner's Association shall have the right to use the Pond water for irrigation to water all property owned within the Owner's Association, or the Bellerive development, provided there are no restrictions from governmental jurisdictions regarding Pond water use.

4.3.2 By the City. The Pond water will be used by the City for irrigation purposes for the Pond Lot, City Landscape Areas and Park through the use of the City Equipment. There will be no charge of any kind to the City for using the Pond water for irrigation of said areas.

4.4 Aquatic Life. The Pond may be used to support aquatic life (e.g., fish, aquatic plants) only upon the mutual written agreement of the parties hereto.

4.5 Other Uses. Any uses not specifically allowed under this Agreement are prohibited unless otherwise agreed by the parties in writing.

ARTICLE 5. **ENCROACHMENTS AND EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

5.1 Encroachments by Lot Owners onto the Pond Lot. Owner's Association anticipates that the Lot Owners, or future owners of the Lots may wish to build decks or other encroachments onto the Pond Lot. Each encroachment must be individually approved by the City Council after a recommendation by the Parks and Recreation Commission and is subject to the conditions and restrictions contained in this Article 5.

5.2 City Pond Easements.

5.2.1 Easement to Owner's Association. City hereby grants to Owner's Association an easement for access and maintenance over and across the Pond Lot and adjacent City Park for the purposes of maintaining the Pond and Pond Equipment (defined in Section 3.1 above) subject to the conditions contained in this Agreement ("Pond Easement"). The Pond Easement shall be perpetual and run with the Pond Lot as long as the Pond is located on the Pond Lot.

5.2.2 Easement to Lot Owners. City hereby grants to each Lot Owner a perpetual nonexclusive easement for up to two (2) access areas per Lot over and across those portions of the Pond Lot necessary to provide ingress and egress from each Lot Owner's Lot to the Asphalt Trail, the location of which is to be determined at the sole discretion of each Lot Owner ("Trail Access Areas"); provided, however, any Trail Access Areas constructed by a Lot Owner may abut the Asphalt Trail and shall comply with all City and governmental approvals and/or permits. In addition, the City grants a perpetual nonexclusive easement to the Lot Owners over and across those portions of the Pond Lot that lie between the Asphalt Trail and the Lot Owner's Lot, for the purpose of landscaping, repair and maintenance.

5.3 Lot Owner's Easements. The Lot Owners grant the following easements over and across the Lots:

5.3.1 Asphalt Trail. The Lot Owners hereby collectively grant a perpetual nonexclusive easement to the City, the other Lot Owners and to the General Public over and across the Hardscape Encroachments located within the Lots for access, foot and non-motorized public traffic, and for operation and maintenance purposes and uses by the City, as outlined within Article 3.

5.3.2 City Landscape Areas. The Lot Owners hereby collectively grant a perpetual nonexclusive easement to the City over and across those portions of the City Landscape Areas that encroach on the Lots, for operating and maintenance purposes by the City, as outlined within Article 3.

5.3.3 12' Landscape Strip. The Lot Owners hereby grant to the City a temporary easement over and across the 12' Landscape Strip located within each Lot Owner's Lot, for the purpose of irrigation and any related repairs by the City, which temporary easement shall terminate as to each Lot, upon a Lot Owner pulling a building permit and taking on the responsibility for irrigation of the 12' Landscape Strip located within their respective Lot, pursuant to Section 3.4 hereof. The parties recognize that the 12' Landscape Strip is temporary and therefore the easement created herein is temporary. Subject to Section 3.4, when a Lot Owner pulls a building permit and disconnects from the City's irrigation system, the Lot Owner shall have the right to modify, re-landscape, redevelop or reduce the 12' Landscape Strip contiguous to the Asphalt Trail, subject to the set back requirements contained in Section 5.5.2 below, and the easement created herein shall terminate, subject however to the Irrigation Line Easement created pursuant to Section 5.3.6.

5.3.4 Bollards. The Lot Owners hereby grant to the Owner's Association a perpetual nonexclusive easement over and across the Lots for the sole purpose of owning, operating and maintaining the bollards as set forth in Section 5.4.

5.3.5 Lot 7 Stream. The Lot Owner of Lot 7 hereby grants a perpetual nonexclusive easement to the Owner's Association, over and across the Lot 7 Stream and those portions of Lot 7 necessary for the specific purpose of operating and maintaining the Pond Equipment located in the Lot 7 Stream and erosion maintenance, all as outlined within Section 3.7.1.

5.3.6 Irrigation Line Easement. The Lot Owners hereby grant a perpetual nonexclusive easement to the City to install, maintain and operate water irrigation lines that are within each Lot Owner's Lot serving the irrigation of the 12' Landscape Strip and City Landscape Areas, provided that the City shall move and relocate any water irrigation lines that interfere with the construction of said Lot Owner's improvements at the time of construction.

5.4 Bollards and Maintenance. The Owner's Association owns certain bollards located throughout the Lot Owner's Lots as shown on the attached Exhibit D, which bollards are a permitted encroachment on the Lots within the setbacks noted in Section 5.5.2. Lot Owners shall not remove or relocate the bollards without the prior approval of the Owner's Association. Owner's Association shall maintain the bollards, including but not limited to, bulb and ballast replacement, repairs due to vandalism, painting, and replacement as necessary.

5.5 Covenants, Conditions and Restrictions. The Lot Owners, their successors and assigns agree as follows:

5.5.1 Lot Landscape. Each Lot Owner shall be responsible for the landscape and maintenance of their respective lots up to the edge of the Asphalt Trail. All landscape of each Lot Owner shall be maintained so as not to encroach on the Asphalt Trail.

5.5.2 Setbacks. Subject to the right to petition for an encroachment pursuant to Section 5.1, and the right to construct Access Trail Areas pursuant to Section 5.2.2, in addition to any set backs required under City ordinances or applicable building codes, the minimum setbacks from the edge of the Asphalt Trail for each Lot Owner shall be:

- (a) Ten (10) feet minimum for decks and railings, except for deck and railings or other structures existing as of the date of this Agreement.
- (b) Fifteen (15) feet for any building structure.
- (c) No building or fences shall be constructed in the set back area.

ARTICLE 6.
PENALTIES FOR BREACH

6.1 Violation of this Agreement by Owner's Association. If the Owner's Association fails to maintain or repair the Pond and Pond Equipment as set forth herein during the Term, or otherwise violates this Agreement, the City and/or Lot Owners may order the Owner's Association to undertake the necessary repair or maintenance or to correct such violation by giving written notice to Owner's Association of such violation. The Owner's Association shall have thirty (30) days to comply or make a good faith effort to comply with any violation within said thirty (30) day time period. City and Lot Owners recognizes that some repairs or replacements may require an extended time frame and agrees to such extension provided a good faith effort has been made by the Owner's Association to comply within the thirty (30) day time period. If the Owner's Association fails to comply with such order within thirty (30) days from the date thereof or does not make a good faith effort, the Owner's Association shall be considered in violation of this Agreement and the City, in its sole discretion may elect to terminate the Pond Easement and/or the City and/or the Lot Owners may take whatever steps necessary to place the Pond, Pond Equipment or Irrigation Pump in proper working condition and to charge the costs of such repairs, including administrative costs and a five percent (5%) penalty, to the Owner's Association. Provided however, that the City cannot terminate the Pond Easement if the Lot Owners individually or collectively undertake to enforce the obligations hereunder as to the Owner's Association, or alternatively take over the operation and maintenance of the Pond Equipment and/or Irrigation Pump to ensure they are in good working condition. Except as provided in Section 3.5, it is expressly understood and agreed that neither the City nor the Lot Owners are under any obligation to routinely maintain or repair the Pond, Pond Equipment or Irrigation Pump, and in no event shall this Agreement be construed to impose any such obligation on the City and/or Lot Owners. If the City elects to terminate the Pond Easement, the Owner's Association agrees to remove the Pond and Pond Equipment from the Pond Lot within ninety (90) days from the date the City notifies the Owner's Association that the Pond Easement has been terminated. If the Owner's Association fails to remove the Pond and Pond Equipment, the City and/or Lot Owners may elect to do the work and charge the costs of the work to the Owner's Association along with all administrative costs and a twenty-five percent (25%) penalty to the Owner's Association.

6.2 Other Remedies. The City, the Owner's Association and/or Lot Owners shall have the right to bring an action one against another to recover sums due, damages, seek injunctive relief, and/or such other and further relief as may be just and appropriate in the event of violations of this Agreement. The remedies provided by this Article are cumulative; and are in addition to any other remedies provided by law.

6.3 Attorney Fees. If any action shall be brought on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

6.4 Violation of Covenants, Conditions and Restrictions by Lot Owners. In the event that any Lot Owner violates the Covenants, Conditions and Restrictions contained in Section 5.5,

the Owner's Association will have the right to send a notice to the defaulting Lot Owner of such violation. If the failure is not cured within ten (10) days of when the notice is sent, the Owner's Association will have the right under this Agreement to cure the violation and collect from the defaulting Lot Owner all expenses and costs, including attorneys' fees in curing the violation (the "Assessment"), which Assessment becomes due within thirty (30) days of delivery of a notice of the Assessment to the defaulting Lot Owner.

6.5 Enforcement of Assessment Obligation; Priorities; Discipline. If any part of any Assessment is not paid within ten (10) days after the due date, an automatic late charge equal to ten percent (10%) of the Assessment (but not less than \$25) shall be added to and collected with the Assessment. Additionally, if any part of any Assessment is not paid and received by the Owner's Association or its designated agent within thirty (30) days after the due date, the total unpaid Assessment (including the late charge) shall thereafter bear interest at the rate of eighteen percent (18%) per annum until paid. Each unpaid Assessment shall constitute a lien on the defaulting Lot Owner's respective Lot prior and superior to all other liens recorded subsequent to the recordation of the Notice of Assessment Lien, except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; or (b) labor or material men's liens arising under Idaho law (timely and duly filed) if the legal effective date is prior to the recording of the Notice of Assessment Lien. Such lien, when delinquent, may be enforced by sale by the Owner's Association (acting through its Board), its attorney or other person authorized by law to make the sale, after failure of the Lot Owner to pay such Assessment, in accordance with the provisions of Idaho law applicable to the exercise of powers of sale in deeds of trust (with the Board having the right and authority to appoint an independent trustee), or by judicial foreclosure as a mortgage, or in any other manner permitted by law. During any such foreclosure proceeding, the foreclosing party shall be entitled to the appointment of a receiver to collect rent becoming due with respect to the subject Lot. The Owner's Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, encumber, and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, interest, costs, penalties, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Owner's Association may impose reasonable monetary penalties including actual attorneys' fees and costs and may temporarily suspend the voting rights of a Lot Owner who is in default in payment of any Assessment, after notice and hearing according to the Owner's Association bylaws.

ARTICLE 7. **INDEMNITY AND INSURANCE**

7.1 Owner's Association to Hold the City and Lot Owners Harmless. The Owner's Association agrees they will indemnify, defend and hold the City and Lot Owners harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's Association's use, operation and maintenance of the Pond Lot, the Lot 7 Stream, Pond Equipment, Irrigation Pump and Bollards. Owner's Association further agrees to either accept tender of defense from the City and/or Lot Owners, or pay City's and/or Lot Owner's legal costs, including reasonable attorney fees in the event this Agreement is challenged in a court of law as to the indemnity given herein. Payment for City's and/or Lot Owners' legal costs

will be remitted within thirty (30) days after receipt of invoice from the City and/or Lot Owners for legal expenses.

7.2 City to Hold Owner's Association and Lot Owners Harmless. Subject to all limitations of Idaho law, including but not limited to, Article VIII, Sections 3 and 4 and the Idaho Tort Claims Act, the City agrees they will indemnify, defend and hold the Owner's Association and Lot Owners harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the City's or general public's use, maintenance and operation of the Pond Lot, Asphalt Trail (including Hardscape Encroachments), 12' Landscape Strip while the easement to the City is in effect as provided in Section 5.3.3, City Landscape Areas and City Equipment. The Owner's Association or Lot Owners, as the case may be, will be solely responsible for any and all costs, including attorney fees, incurred by all parties in determining the scope of the City's obligations under this Article 7.2.

7.3 Lot Owners to Hold Owner's Association and City Harmless. The Lot Owners agree they will indemnify, defend and hold the Owner's Association and City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of Lot Owners' use, ownership, maintenance and operation of their Lot, and the breach by any Lot Owner, if any, of the covenants, conditions and restrictions contained within Section 5.5. Lot Owners further agrees to either pay Owner's Association's and/or City's legal costs, including reasonable attorney fees in the event this Agreement is challenged in a court of law as to the indemnity given herein. Payment for Owner's Association's and/or City's legal costs will be remitted within thirty (30) days after receipt of invoice from the Owner's Association and/or City for legal expenses.

7.4 Public Liability Insurance. Owner's Association covenants and agrees to procure and maintain at Owner's Association's expense throughout the Term of this Agreement, public liability insurance covering personal injury, death, and property damage, with a minimum combined single limit of coverage of One Million Dollars (\$1,000,000.00) per occurrence, from a company or companies approved by the City and Lot Owners. Such insurance may not be cancelled or modified without at least thirty (30) days advance written notice to the City and the Lot Owners, who shall, at their option, be named as an additional insureds. Evidence of such insurance shall be furnished to City upon request.

ARTICLE 8. **MISCELLANEOUS**

8.1 Time is of the Essence. Time is of the essence in this Agreement.

8.2 Merger. The representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements.

8.3 Recordation. The parties hereto agrees that this Agreement shall be recorded.

8.4 Section Headings. The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

8.5 Compliance with Applicable Laws. The parties hereto agree to comply with all applicable laws. The parties agree this Agreement is not intended to replace any other requirement of City code.

8.6 Covenants Run With Land. The covenants herein contained to be performed by the parties shall be binding upon the parties, their assigns and successors in interest, and shall be deemed to be covenants running with the Pond Lot and the Lots.

8.7 Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

8.8 Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

8.9 No Conveyance of Agreement. Owner's Association covenants and agrees that it will not convey, transfer, assign, lease, or otherwise release or relinquish its interest in this Agreement, in whole or in part, unless and until the City approves of the transfer and the transferee enters into an agreement with the City.

8.10 No Waiver of Breach. In the event of a breach of any term of this Agreement, any delay or failure on the part of the City to exercise any rights, powers, or remedies herein provided shall not be construed as a waiver thereof or acquiescence of such breach or any future breach.

8.11 Amendments. This Agreement may be amended, revised or modified only by a written document signed by the parties.

8.12 Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions, which shall remain in full force and effect. The parties further agree that this Agreement shall not be amended by a change in any law.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner's Associations has caused the same to be executed by its authorized agents the day and year first above written.

The foregoing Agreement is consented to this ____ day of _____, 2011:

CITY OF COEUR D'ALENE

RIVERSTONE MASTER ASSOCIATION, INC.

By _____
Sandi Bloem, Mayor
Date: _____

By _____

Its _____
Date: _____

ATTEST:

Susan K. Weathers, City Clerk

LOT OWNERS:

SRMBR, LLC

By _____

Manager
Date: _____

JAMES TIDYMAN
Date: _____

RIVERSTONE WEST, LLC

By: John M. Stone Family Investments, LLC,
Manager

MARYANN TIDYMAN
Date: _____

By _____
John M. Stone, Manager
Date: _____

HERITAGE INVESTMENT HOLDINGS, LLC

By _____

Its _____
Date: _____

LIENHOLDERS:

FIRST HORIZON HOME LOAN CORPORATION

WASHINGTON TRUST BANK

By _____

Its _____
Date: _____

By _____

Its _____
Date: _____

STATE OF IDAHO)
)
:ss
County of Kootenai)

On this 5th day of July, 2011, before me, a Notary Public in and for the State of Idaho, personally appeared **SANDI BLOEM** and **SUSAN K. WEATHERS**, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and 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 first above written.

Notary Public for Idaho
Residing at _____
Commission expires _____

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ____ day of _____, 2011, before me personally appeared _____, to me known to be the authorized representative of **RIVERSTONE MASTER ASSOCIATION, INC.**, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

(Seal or Stamp)

My commission expires: _____

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ____ day of _____, 2011, before me personally appeared _____, to me known to be the manager of **SRMBR, LLC**, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

(Seal or Stamp)

My commission expires: _____

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ____ day of _____, 2011, before me personally appeared John M. Stone, Manager of John M. Stone Family Investments, LLC, Manager of **RIVERSTONE WEST, LLC**, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

(Seal or Stamp)

My commission expires: _____

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ____ day of _____, 2011, before me personally appeared _____, to me known to be the _____ of **HERITAGE INVESTMENT HOLDINGS, LLC**, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

(Seal or Stamp)

My commission expires: _____

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ____ day of _____, 2011, personally appeared before me **JAMES TIDYMAN and MARYANN TIDYMAN**, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

My appointment expires: _____

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ____ day of _____, 2011, before me personally appeared _____, to me known to be the _____ of **FIRST HORIZON HOME LOAN CORPORATION**, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF POND LOT

Lot 9 Block 1, Riverstone West 1st Addition, according to the plat recorded in Book J of plats, Page 488, Records of Kootenai County, Idaho.

EXHIBIT B

LEGAL DESCRIPTION OF LOTS

Lots 4, 5, 6, 7, 8, 10, 11, and 13, Block 1, Riverstone West 1st Addition, according to the plat recorded in Book J of plats, Page 488, Records of Kootenai County, Idaho.

EXHIBIT C

MAP SHOWING ASPHALT TRAIL

See attached.


EXHIBIT D

BOLLARDS OWNED BY OWNER'S ASSOCIATION

See attached.

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: June 27, 2011
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: V-11-4, Vacation of a Portion of Excess Melrose Street Right-of-Way

DECISION POINT

The applicant, Darrel Haarr of 720 Davidson Avenue (Tax # 4029), is requesting the vacation of a portion (25.0') of excess Melrose Street right-of-way adjoining the westerly boundary of his property on the northeast corner of Melrose Street and Davidson Avenue. Vacation of the excess, would bring the r/w into conformance with the street r/w directly south of his parcel.

HISTORY

The subject property is situated in an older part of the Fort Sherman Abandoned Military Reservation (FSAMR) that was not subdivided separately but developed over the years as individual tax numbers (map attached). The subject property is situated in a fully established neighborhood with single family dwelling units occupying the lots. Streets in the vicinity are fully developed.

FINANCIAL ANALYSIS

There is no financial impact to the City. A minor amount of additional tax revenue would be generated if the subject property is vacated and turned into private ownership.

PERFORMANCE ANALYSIS

The portion of right-of-way that is being requested for vacation, is in excess of the standard r/w for all streets in the immediate vicinity, and, most of the City in general. The Melrose Street right-of-way adjoining the subject property is seventy five feet (75.0'), whereas, the Melrose right-of-way adjoining the southerly boundary of the subject property is only fifty feet (50.0). Also, all of the excess right-of-way adjoins the applicant's property. Vacation of the requested 25.0 feet would not impact the street section since it is fully constructed, sufficient r/w would remain for sidewalk placement if necessary, and, it would bring uniformity to the r/w on Melrose Street.

RECOMMENDATION

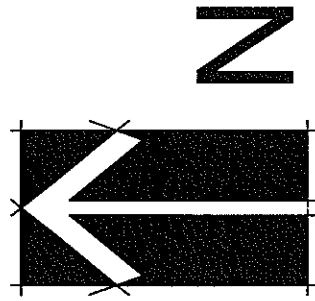
Recommendation to the Public Works Committee would be for staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on August 2, 2011.

Subdivision Vacation Exhibit

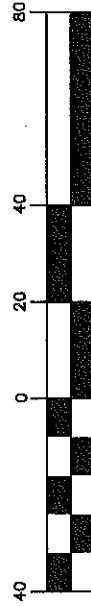
720 W. Davidson Ave.

Coeur d'Alene, ID 83814

Parcel Number: C3735018999E



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LEGEND

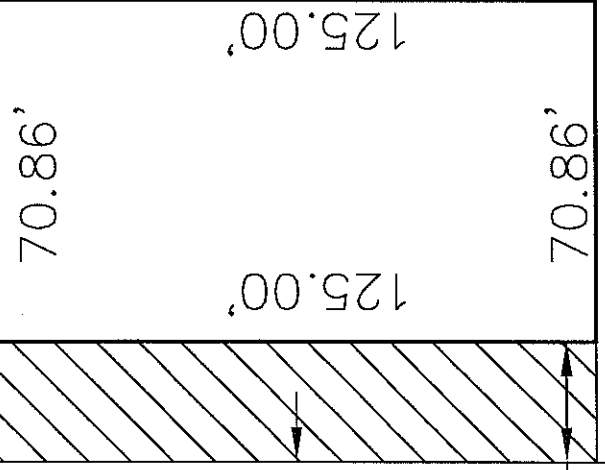
Area of
vacation
request



Area = 3125 sq. ft.

Melrose St.

Davidson Ave.



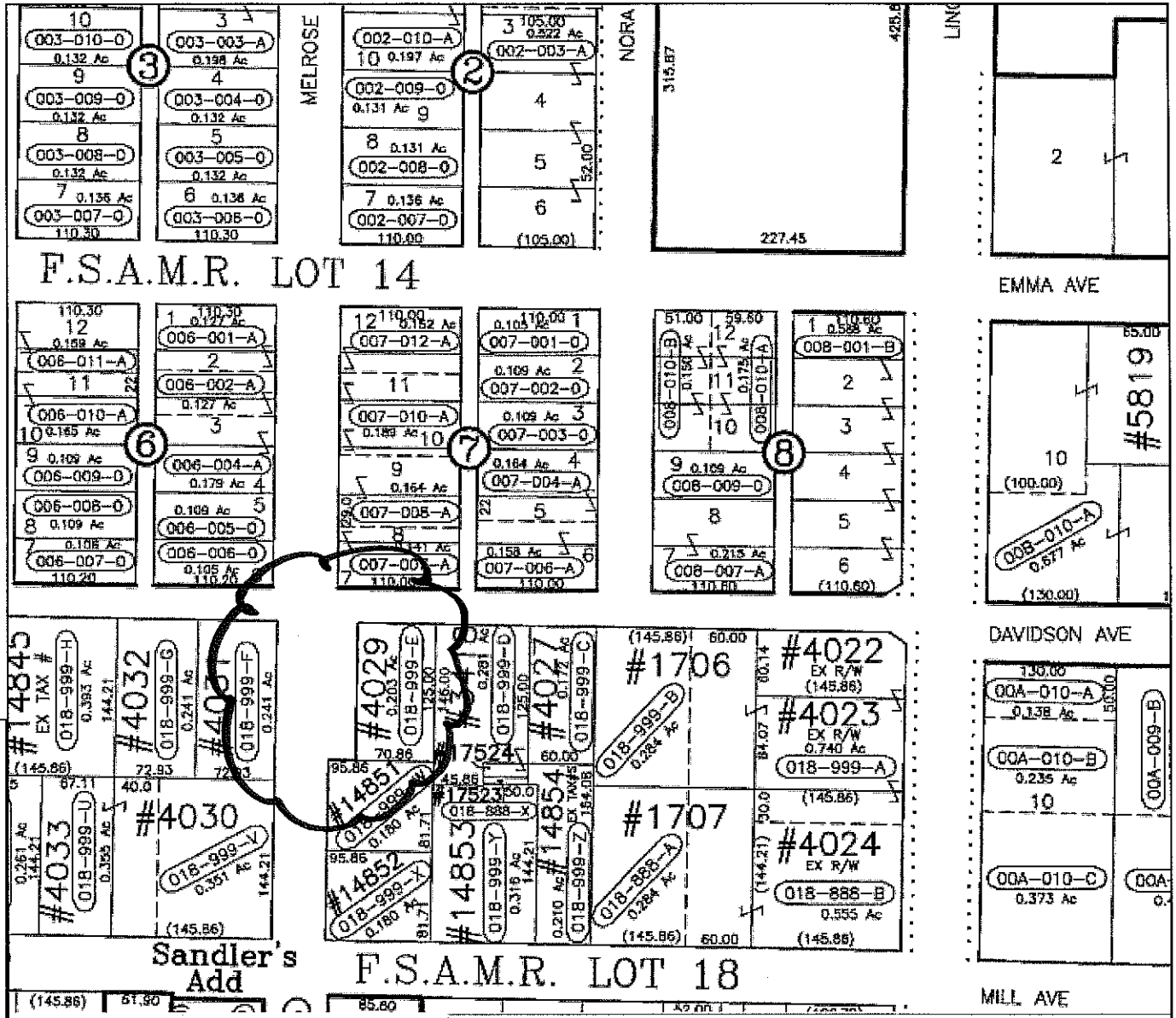
Aerial Photo

Subdivision Vacation
720 W. Davidson Ave.
Coeur d'Alene, ID 83814



Vicinity Map

Subdivision Vacation
720 W. Davidson Ave.
Coeur d'Alene, ID 83814



556393

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathleen Lewis 7/22/2010
Department Name / Employee Name / Date
Request made by: Pamela Sarto / c/o Bill Fuchs 208 699-1835
Name / Phone
c/o Bill Fuchs 5447 South 4175 West, Roy Utah 84067
Address

The request is for: / / Repurchase of Lot(s) Pamela & Robert Sarto to Pamela Sarto & Bill Fuchs Jr and Tracy Connolly
 Transfer of Lot(s) from _____ to _____
Niche(s): F 21
Lot(s): _____ Block: F Section: Riverview
Lot(s) are located in / / Forest Cemetery Forest Cemetery Annex (Riverview). (name chg 10-19-10)
Copy of / / Deed or / / Certificate of Sale must be attached.
Person making request is Owner / / Executor* / / Other*
*If "executor" or "other", affidavits of authorization must be attached. (single niche)
Title transfer fee (\$ 40.00) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No. 556393

ACCOUNTING DEPARTMENT shall complete the following:
Attach copy of original contract.
Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:
1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes No
2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:
Robert & Pamela Sarto
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 450.00 per lot.
RDE 8/17/11
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:
1. Quit Claim Deed(s) received: / / Yes / / No. 6/17/11
Person making request is authorized to execute the claim: _____
Attorney Init. Date
I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.
Susan K. Woathen 6-17-11
City Clerk's Signature Date

COUNCIL ACTION
Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:
Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd 266.64
 Rec No 556635
 Date 6/20/2011
 Date to City Council: 7/5/11
 Reg No. _____
 License No. _____
 By _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	Lemongrass Restaurant
Business Mailing Address	PO Box 2750
City, State, Zip	Coeur d Alene Id
Business Physical Address	309 E Lakeside Ave
City, State, Zip	Coeur d Alene Id
Business Contact	Business Telephone: 765-9777 Fax: 765-7779
License Applicant	Jack David Torres
If Corporation, partnership, LLC etc. List all members/officers	JDT LLC DBA Lemongrass

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
 Municipal Services
 710 Mullan Avenue
 Coeur d' Alene, Idaho 83814
 208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd 511.86
 Rec No 6-2011-70 2/1/2012
 Date 06-29-2011
 Date to City Council: _____
 Reg No. _____
 License No. _____
 By Klein

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input checked="" type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	SEASONS of COEUR D'ALENE
Business Mailing Address	209 LAKESIDE AVE
City, State, Zip	COEUR D'ALENE ID 83814
Business Physical Address	209 LAKESIDE
City, State, Zip	COEUR D'ALENE ID 83814
Business Contact	Business Telephone: 664-8008 Fax:
License Applicant	DONALD R. SMOCK
If Corporation, partnership, LLC etc. List all members/officers	DONALD R. SMOCK

ANNOUNCEMENTS

PUBLIC HEARINGS

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

Date: April 18, 2011
From: Michael Kempton, GMW II
SUBJECT: BOUNDARY LINE ADJUSTMENTS AT RIVERSTONE PARK
(General Services Action Required)

DECISION POINT:

Accept a boundary adjustment between Lot 11 of the Riverstone West First Addition and Lot 12 of the Riverstone West First Addition (Riverstone Park) that will result in an almost even of 1281.47 square feet of land for 1280.63 square feet of land.

HISTORY:

When Riverstone Park was constructed, a section of the pedestrian path from Johns Loop to the pond loop trail, and a section of the pond loop trail were both located on lot 11. As now delineated the paved trail meanders off and then back on to park property twice where it is adjacent to lot 11. Lot 11 is scheduled to be developed this calendar year and the owners would like to have the boundary corrected before construction begins.

FINANCIAL ANALYSIS:

There will be minimal financial impact to the city for this item. The land exchange will bring two areas of paved trail into the park. The area to be exchanged is currently maintained as turf grass in a retention swale. The transfer will involve deeding 1233 square feet of land to the owners of lot 11 in exchange for 1233 square feet of land from lot 11 to be added to Riverstone Park.

PERFORMANCE ANALYSIS:

Adjusting the property lines between lot 11 and Riverstone Park will clarify ownership of the paved trail and ensure continued public access to the existing walkways in the park. This exchange of property will make the northern boundary of the park more consistent and logical.

DECISION POINT:

Recommend that the Parks and Recreation Commission approve the exchange of 1233 square feet of property between to owners of lot 11 in the Riverstone West First Addition and the City of Coeur d'Alene as the owner of lot 12 (Riverstone Park) to incorporate the paved park pedestrian trail in to the park.